

PREPARED BY AND RETURN TO:

Salvatore A. Palmeri, Esq.
Palmeri Law Group, LLP
1200 Riverplace Blvd., Suite 902
Jacksonville, FL 32207

**NOTICE OF PRESERVATION OF THE
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR
JOHNS CREEK HOMEOWNERS ASSOCIATION, INC.**

Pursuant to Chapter 712, Florida Statutes, The Marketable Record Title Act (“MRTA”), the undersigned records this Notice of Preservation of Covenants, Conditions and Restrictions (“Notice”) to preserve and protect the declaration of covenants, conditions and restrictions identified herein from extinguishment by operation of MRTA.

1. This Notice is filed by Johns Creek Homeowners Association, Inc., a Florida not-for-profit corporation (the “Association”), the association of lot owners pursuant to that Declaration of Covenants, Conditions and Restrictions for Johns Creek, originally recorded in official Records Book 7858, Page 1153, of the Public Records of Duval County, Florida, with a post office address of: c/o Signature Realty & Management, Inc., 4003 Hartley Road, Jacksonville, FL 32257.

2. The following is a full and complete description of the lands affected by this Notice:

Johns Creek Unit One, according to the plat thereof as recorded in Plat Book 49, Page 4, Public Records of Duval County, Florida.

Johns Creek Unit Two, according to the plat thereof as recorded in Plat Book 50, Page 37, Public Records of Duval County, Florida.

Johns Creek Unit Three, according to the plat thereof as recorded in Plat Book 51, Page 73, Public Records of Duval County, Florida.

Johns Creek Unit Four, according to the plat thereof as recorded in Plat Book 52, Page 84, Public Records of Duval County, Florida.

3. The required affidavit pursuant to Fla. Stat 712.06(1)(b) of a member of the Board of Directors of the Association (the “Board”) affirming that the Board provided the required notice to the members of the Association as required under the provisions of MRTA is attached hereto as Exhibit “A”.

4. This Notice preserves the Declaration of Covenants, Conditions and Restrictions for Johns Creek Homeowners Association, Inc., originally recorded in Official Records 7858, Page 1153 of the Public Records of Duval County, Florida, and all amendments thereto, a copy of which is attached hereto as composite Exhibit “B”. This preservation action shall include and extend to all amendments of the Declaration.

This Notice of Preservation of the Declaration of Covenants, Conditions and Restrictions for Johns Creek Homeowners Association, Inc. is executed this 27th day of June 2023, by the undersigned.

Witnesseth:

Johns Creek Homeowners Association, Inc.

Diane D. Ierna
Print Name: Diane D. Ierna

By: Todd Ierna
Print Name: Todd Ierna
Its President

Michele Richey Martin
Print Name: Michele Richey Martin

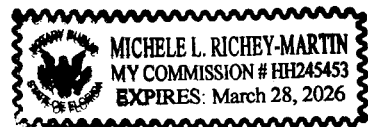
Attest: Andrew Warren
Print Name: ANDREW WARREN
Its Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27th day of June, 2023, by Todd Ierna, President, and Andrew Warren, Vice President, of Johns Creek Homeowners Association, Inc., who: are personally known to me or produced a _____ and _____, Driver's License as identification, who executed the foregoing instrument, and acknowledge the execution thereof as such officer as the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 27th day of June, 2023.

Michele Richey Martin
Notary Public, State of Florida



AFFIDAVIT OF BOARD OF DIRECTORS

BEFORE ME the undersigned authority, personally appeared and the undersigned, who after being duly sworn, deposes and says:

That I am a member as well as the President, of the Board of Directors (the "Board") for Johns Creek Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association"), and that the Board did cause a statement of marketable title action in substantially the form required by §712.06(1)(b), Florida Statutes, to be mailed or hand delivered in accordance with §712.05(1), Florida Statutes, to the members of the Association in connection with that certain Notice of Preservation of Covenants, Conditions and Restrictions ("Notice") affecting the lands described in said Notice, such lands being commonly known as Johns Creek.

I further attest that at a meeting of the Board of Directors held in accordance with the requirements of Chapter 712, Florida Statutes, that at least two-thirds of the members of the Board approved preserving and protecting the Declaration of Covenants, Conditions and Restrictions for Johns Creek originally recorded in Official Records Book 7858, Page 1153, of the Public Records of Duval County, Florida, and all amendments thereto, from extinguishment by operation of Chapter 712, Florida Statutes.

This affidavit is given in fulfillment of the requirements of §712.06(1)(b), Florida Statutes, and in furtherance of preserving and protecting the Declaration of Covenants, Conditions and Restrictions for Johns Creek originally recorded in Official Records Book 7858, Page 1153 of the Public Records of Duval County, Florida, and all amendments thereto, from extinguishment by operation of Chapter 712, Florida Statutes.

WITNESSES:

Andrew Warren
Print Name: ANDREW WARREN
Diane D. Ierna
Print Name: Diane D. Ierna

AFFIANT:

Todd Ierna
Todd Ierna, President
Johns Creek Homeowners Association, Inc.

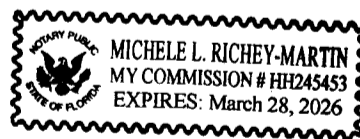
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27th day of June, 2023, by Todd Ierna, President of Johns Creek Homeowners Association, Inc., who: is personally known to me or produced a _____ and _____, Driver's License as identification, who executed the foregoing instrument, and acknowledge the execution thereof as such officer as the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 27th day of June, 2023.

Michele Richey Martin
Notary Public, State of Florida

EXHIBIT A



COMPOSITE EXHIBIT B

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PREPARED BY
Clifford B. Newton
Newton, Hurst & Almand
10192 SWn Jose Boulevard
Jacksonville, Florida 32257

Record and Return to:
J. D. Collins, President
Johns Creek, Inc.
9471 Baymeadows Road, Suite #408
Jacksonville, FL 32256

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
JOHNS CREEK

THIS DECLARATION, made this 20 day of May, 1994, by JOHNS CREEK, INC., whose address is 9471 Baymeadows Road, Suite #408, Jacksonville, Florida 32256 (hereinafter called "Developer");

WITNESSETH:

WHEREAS, Developer is the Owner of certain real property more fully described as JOHNS CREEK, UNIT ONE, according to the plat thereof as recorded in Plat Book 49, pages 4, 4A THRU 4K INCLUSIVE, of the current public records of Duval County, Florida; and

WHEREAS, Developer is now or may become the owner of certain other real property adjacent or contiguous to the Property (hereinafter referred to as the "Future Development Property") and Developer desires to reserve the right to develop all or a portion of the Future Development Property in a manner consistent with this Declaration of Covenants, Conditions and Restrictions of JOHNS CREEK (hereinafter referred to as the "Declaration") and to annex all or a portion of the Future Development Property to the terms of this Declaration and require that the owners of lots in such Future Development Property be members of the Association created herein; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the Property and for the care and maintenance of certain "Common Areas" and "Maintenance Areas" (as such terms are hereinafter defined) and to this end, desires to subject the Property, together with such additions thereto as may hereafter be made, to the Declaration which is hereby declared to be for the benefit of the Property and each and every owner of any and all parts thereof, their respective heirs, successors and assigns, and shall be deemed to run with title to the Property.

NOW, THEREFORE, Developer declares that the real Property described in the plat of JOHNS CREEK, UNIT ONE, according to plat thereof, recorded in Plat Book 49, pages 4, 4A thru 4K inclusive, of the current public records of Duval County, Florida (referred to hereinafter as "Property") and such other properties as are or may be subsequently annexed to this Declaration as hereinafter set forth, are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens, contained herein (sometimes hereinafter referred to as "Covenants and Restrictions"), all of which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property, or any part thereof, and shall be binding upon any owners thereof, their heirs, successors, assigns and mortgagees.

ARTICLE I. DEFINITIONS

1.1 **Annexation.** "Annexation" shall mean and refer to the addition of the Future Development Property and/or any other lands contiguous to the property or contiguous to the Future Development property, at the option of Developer, to the Property and the subjection of such property to the terms and conditions set forth in this Declaration. Annexation shall be accomplished by Developer recording an amendment to this Declaration in the current public records of Duval County, Florida, describing the property to be

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annexed and stating that such property is subject to all the terms, covenants, conditions and restrictions of this Declaration.

1.2 Articles. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

1.3 Assessment. The term "Assessment" as used herein shall mean and refer to the share of Association Expenses assessed from time to time against a Lot and the Owner(s) thereof.

1.4 Assessment Period. "Assessment Period" shall be the same period as a calendar year, from January 1 to December 31 of any given year.

1.5 Association. "Association" shall mean and refer to Johns Creek Homeowners Association, Inc., a corporation not-for-profit, organized or to be organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

1.6 Association Expenses. "Association Expenses" shall mean and refer to the expenses and charges described in this Declaration, incurred or to be incurred by the Association and assessed or to be assessed against the Lots and the Owners thereof through annual or special Assessments.

1.7 Board of Directors. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.8 Common Area. "Common Area" shall mean and refer to that portion of the Property which is owned by the Association and which is intended for the common use and enjoyment of the Owners, including, but not limited to, the stormwater systems to be constructed in accordance with the requirements of the St. Johns River Water Management District, the Department of Environmental Regulation and/or the U.S. Army Corps of Engineers, and the areas shown on the recorded plat as "Lakes" or "Easements" which connect the Lakes with other drainage facilities. The Common Area shall include only those areas conveyed by the Developer to the Association pursuant to the provisions of this Declaration. In addition, Developer shall have the right, but not the obligation to construct recreation areas within certain Lots or lands in Johns Creek, Unit One or other common areas as the Developer may designate from time to time within the Future Development Property and to include those facilities in the Common Area.

1.9 Developed Lot. "Developed Lot" shall mean and refer to any Lot owned by anyone other than Developer on which permanent improvements, including a single-family dwelling, are located.

1.10 Developer. "Developer" shall mean and refer to JOHNS CREEK, INC., its successors and assigns.

1.11 Future Development Property. "Future Development Property" shall mean and refer to that certain property adjacent or contiguous to the Property as Developer may determine from time to time.

1.12 Lot. "Lot" shall mean and refer to any of the Lots shown upon the recorded subdivision plat of the Property and the Future Development Property, if such property is annexed as herein set forth. Unless set forth to the contrary, the term "Lot" shall include both Developed Lots and Undeveloped Lots.

1.13 Maintenance Area. "Maintenance Area" shall mean and refer to those portions of the Property or improvements thereto which are not owned by the Association but are maintained by the Association from time to time, including without limitation, all of the stormwater systems to be constructed in accordance with the requirements of the St. Johns River Water Management District, the Department of Environmental Regulation and/or the U.S. Army Corps

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of Engineers and the surface waters of any areas designated as "Lakes" or "Easements" or "Maintenance Area" on the recorded plats, medians or rights-of-way abutting public streets, the entrance way(s) to the subdivision including landscaping, fencing and signage, and decorative or border fencing or walls, if any, constructed by the Developer upon the boundaries of the Property.

1.14 **Member.** "Member" shall mean and refer to all Owners of Lots, who by virtue of such ownership become Members of the Association as provided in Section 2.1.

1.15 **Owner.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property or the Future Development Property, if such property is developed and annexed as herein set forth, including contract sellers. The term "Owner" shall not mean or refer to any mortgagee, grantee or beneficiary under a mortgage, deed of trust or security deed unless and until such mortgagee, grantee or beneficiary has acquired title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

1.16 **Property.** "Property" shall mean and refer to all the land described in the plat of JOHNS CREEK, UNIT ONE, and, to the extent it is annexed, it shall also include the land contained within the Future Development Property.

1.17 **Stormwater Management System.** "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

1.18 **Undeveloped Lot Owned By Developer.** "Undeveloped Lot Owned By Developer" shall mean and refer to any Lot which is owned by Developer.

**ARTICLE II. MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION**

2.1 **Membership.** Every Owner of a Lot shall be a Member of the Association. Such membership shall be coincident with the ownership of the Lot, and shall not be separately transferable. Membership shall cease upon the transfer or termination of ownership. Provided, however, in the event that an Owner leases the improvements on his Lot to a tenant, such tenant shall be entitled to the use of the Common Area but the Owner shall remain liable for all Assessments, for compliance with the terms and conditions with the Articles, Bylaws and this Declaration and, unless specifically transferred, shall retain all voting rights.

2.2 **Voting Rights.** The Association shall have two classes of voting membership:

Class A - Class A Members shall be all Owners who have taken title to one or more Lots, excluding the Developer. A Class A Member shall be entitled to one vote for each Lot owned by such Member. When a Lot is owned by more than one person, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B - The Class B Member shall be Developer, which shall be initially entitled to a number of votes equal to the number of Lots in the Property, plus one. The total number of

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votes of the Class B Member shall be increased at the time of annexation of Future Development Property to a number equal to the number of Lots included on the plat of the Property and the Future Development Property, plus one. The total number of votes of the Class B Member shall increase as herein set forth each time a portion of the Future Development Property is annexed as provided in this Declaration. Class B Membership shall terminate upon the happening of one of the following events, whichever first occurs: (i) when Developer has conveyed one hundred percent (100%) of the Lots located on the Property and the Future Development Property, if annexed as herein provided, or (ii) at such earlier date as Developer, in his sole discretion, may determine.

2.3 Membership and Voting Procedure. The Articles and Bylaws of the Association shall more specifically define and describe the procedural requirements for the Association and voting procedures, but shall not substantially alter or amend any of the rights or obligations of the Developer as set forth herein.

ARTICLE III. PROPERTY RIGHTS IN THE COMMON AREA AND MAINTENANCE AREAS

3.1 Members' Easement of Enjoyment. Subject to the provisions of Section 3.3 of this Article III, every Member shall have and is hereby granted a right and easement for ingress, egress and of enjoyment in and to the Common Area as shown on any plat of the Property or the Future Development Property and an easement for drainage over and into the Maintenance Areas. Such easements shall be appurtenant to and shall pass with the title to each Lot whether or not the same shall be referred to in any deed conveying title to any Lot.

3.2 Title. Developer shall convey to the Association the fee simple title to the Common Area, if any, by special warranty deed subject to covenants, easements, conditions and restrictions of record, at such time as the improvements thereon, if any, are complete, and if unimproved, at such time as it so determines, provided that the Common Area shall be conveyed no later than the termination of the Class B Membership. The title to the Maintenance Areas shall not be conveyed to the Association, but the obligation for maintenance and repair as set forth herein, shall be the Association's.

3.3 Extent of Members' Easements. The easements created hereby shall be subject to the following:

(a) The right of the Developer, and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and in aid thereof, to mortgage the Common Area. In the event of a default upon such mortgage, the lender's rights thereunder shall be limited by the rights of the Members as described therein; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure; and

(c) The right of the Association to suspend the enjoyment of the Common Area by, and voting rights of, any Member for a period during which any assessment remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility. Prior to the termination of the Class B Membership, such dedication or transfer may be effected by the Developer without further consent from the Owners or its mortgagees. Subsequent to the termination of the Class B Membership, no such dedication or transfer shall be effective until

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agreed to by a vote of two-thirds (2/3) of the votes of the Owners of all Lots and unless an instrument has been recorded, signed and sworn to by the Secretary of the Association stating that such a vote was duly held and that two-thirds (2/3) of the votes representing all Lots favored such dedication or transfer. Provided, however, the granting of an easement, license or permit over the Common Area by the Association shall not be deemed to be a dedication or transfer of the Common Area requiring approval as provided herein but may be granted by the Association without further consent of the Owners or its mortgagees; and

(e) The right of tenants of Members to use the facilities on the Common Area; and

(f) The right of the Developer and/or the Association to make certain rules and regulations concerning the use of the Common or Maintenance Areas.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENT

4.1 Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within the Property, hereby covenants, and each owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual Assessment or charges, and (2) special Assessments to be established and collected as hereinafter provided. The annual and special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall constitute a lien upon the Lot against which each such Assessment is made, which lien shall attach upon the recording in the public records of Duval County, Florida, a claim of lien, specifying the amount of the lien then due, together with reasonable attorney's fees, costs and interest thereon, which claim of lien shall be signed by an officer of the Association. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The delinquent Assessment shall remain a lien against the Lot until paid, except as provided in Section 4.9.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used to promote the health, safety, and welfare of the residents of the Property, for the expenses of performing the duties or rights of the Association as set forth in this Declaration, Articles and Bylaws, and for the improvements and maintenance of the Common and Maintenance Areas including payment of taxes, if any, thereupon and the cost of insurance as may be deemed necessary or prudent by the Board of Directors.

4.3 There shall be two classes of Assessment:

Class A "Developed Lots": The initial Assessment for Developed Lots shall be an amount not to exceed the maximum annual assessment, as the same can be modified as set forth in Section 4.4 below.

Class B "Undeveloped Lots Owned By Developer": The initial annual Assessment for Undeveloped Lots Owned By Developer shall be \$-0-.

4.4 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment for Class A shall be \$200.00 per lot, which will include the costs and expenses of performance of all the duties and obligations of the Association set forth herein, provided, however, in the event that the Developer elects, in its sole discretion, to construct a recreational facility upon the Common Area, the Assessment may be increased above the maximum annual assessment to include the cost of maintenance of the

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improved Common Area; which increased Assessment amount shall become the new maximum annual assessment for that year.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment shall be increased each year by the Board of Directors of the Association not more than ten percent (10%) above the Maximum Annual Assessment for the previous year without a vote of the Membership, provided, however, if recreational facilities are added, at Developer's option, the Assessment may be increased by not more than ten percent (10%) of the Maximum Annual Assessment for the previous year by the Developer without the consent of any Lot Owner or his or her mortgagee in an amount sufficient to pay the cost of maintenance and repair of said recreational facilities.

(b) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, the Maximum Annual Assessment may be increased by the Developer by more than ten percent (10%) above the Maximum Annual Assessment for the previous year in the event the Developer has added recreational facilities, by an amount sufficient to pay the cost of maintenance and repair of such recreational facility or, for other purpose, by a vote of two-thirds (2/3) of Members of each class of membership who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual Assessment for Developed Lots at an amount not in excess of the Maximum Annual Assessment (as the same may be modified upon the addition of recreational facilities as described above). The Undeveloped Lot assessments and the applicable increases thereof as provided above, shall be established in the proportions as set forth in Section 4.3.

4.5 Special Assessment. Special Assessments shall be levied and paid in the same manner as heretofore provided for regular Assessments. Special Assessments can be of two kinds: (a) those chargeable to all Members in the same proportions as regular Assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common or Maintenance Areas and for such other purposes as shall be approved by a majority of all votes of the classes of Members; or (b) those assessed against one Owner alone to cover repairs or maintenance for which such Owner is responsible and which he has failed to make, which Special Assessment may be approved by the Board.

4.6 Date of Commencement of Annual Assessments; Due Dates. The annual Assessments provided for herein shall commence as to all Lots on the first day following the conveyance of the first Developed Lot to an Owner. The annual Assessment as a Developed Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto; provided, however, failure to send such notice shall not affect the liability or lien for the Assessment. Unless determined to the contrary by the Board of Directors, the annual Assessment shall be due and payable on the first day of April of each year.

4.7 Association Certificate of Payments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

4.8 Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after

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the due date shall bear interest from the due date at the highest rate permitted by law. The Association may bring an action at law against the Owner or foreclose the lien against the Lot of the Owner. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

4.9 Subordination of the Lien of Mortgages. The lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer; provided, however, the personal obligation to pay the Assessment shall not be extinguished. No sale or transfer shall relieve such Lot or the Owner thereof from liability from any Assessments thereafter becoming due or from the lien thereof.

4.10 Capital Contribution Assessment. Upon the first conveyance of a Lot to any person(s) or entity other than to an entity affiliated with the Developer, there will be due upon the closing of the sale of the lot a Capital Contribution Assessment of \$100.00. Each Lot will be subject to the Capital Contribution Assessment only once, all future conveyances of any such Lot being exempt.

ARTICLE V. COVENANTS AND RESTRICTIONS

5.1 Approval of Improvement. Except as originally constructed by the Developer, no building, fence, wall, or other structure or landscaping shall be commenced, erected or maintained upon any Lot nor shall any exterior addition to or change or alteration therein be made, including without limitation, exterior painting, until the plans and specifications showing the nature, kind, shape, height, materials, exterior color (including paint color), and location of the structure with respect to topography and finished grade elevations, shall have been submitted to and approved in writing as to quality of workmanship and materials, conformity and harmony of external design and location in relation to surrounding structures and topography and finished grade elevations, by the Developer, or by an Architectural Review Committee composed of one (1) or more representatives appointed by the Developer or a representative designated by a majority of the members of said committee. Requests for approval shall be in writing delivered to Developer or Architectural Review Committee by certified return/receipt mail. In the event the Developer, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it at the corporate office, such plans and specifications shall be deemed approved and the requirements of this Section 5.1 shall be satisfied. However the inaction of the Developer or Architectural Review Committee shall not entitle any lot owner to violate any of the requirements of this Declaration of Covenants and Restrictions. The right of approval set forth herein shall pass to the Board of Directors of the Association upon termination of the Class B Membership as provided in Article II of this Declaration.

An Owner whose plans and specifications are approved or an Owner who undertakes the making of improvements without such approval agrees, and shall be deemed to have agreed, for such Owner, his heirs, personal representatives, successors, and assigns, as appropriate, to hold the Developer, the Association or any Architectural Review Committee harmless from any liability or damage to the Lot or the Property and from expenses arising therefrom and shall be solely responsible for the maintenance, repair and insurance thereof.

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Neither the Developer, members of the Architectural Review Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall remain in Developer unless and until assigned to another party.

5.2 Use Restrictions. No structures of any kind shall be erected, altered, placed or permitted to remain on any Lot other than: (A) (i) one single-family dwelling, not to exceed two and one-half stories in height; (ii) one private garage to accommodate up to two (2) cars or three (3) cars with approval of Developer; and (iii) one-story building for storage located to the rear of the back building line of the dwelling, and having not more than one hundred forty-four (144) square feet of floor space, to be located in fenced area; or (B) recreational facilities in the event the Developer elects, in its sole discretion, to construct such recreational facilities upon one or more Lots, and in which event the restrictions contained in this Article V shall not apply. In addition, nothing herein contained shall be construed to prevent Developer from using any Lot for a right-of-way for road purposes or easements, in which event none of the restrictions herein shall apply.

5.3 Fences. No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building set back line, nor shall any fence be erected on the remainder of the Lot which exceeds six (6) feet in height without the approval as required by Section 5.1. All fences constructed on the Lots shall be no higher than six (6) feet in height and shall be six (6) inch board shadow box design, except that in homes with a garden bath, there may be a privacy fence constructed of six (6) inch board on board for visual obscurity which may be up to eight (8) feet in height.

As to Lots which include lakes (as hereinafter defined), no fence shall be erected closer to the lake than the "top of bank" as designated on the recorded plat of the Property. No fence shall exceed four (4) feet in height along said "top of bank" boundary.

Notwithstanding the foregoing, prior to construction of any fence on any Lot, approval as required by Section 5.1 shall be obtained. This restriction does not apply to any perimeter fencing, trees or landscaping which have been or may be created in the future by the Developer or its successor, and any perimeter or boundary fence constructed by or at the instruction of the Developer shall be deemed in compliance with these covenants.

5.4 Set Back Lines. No structure of any kind shall be located on any Lot nearer than (i) twenty feet (20') to the front lot line, (ii) ten feet (10') to any side street line, (iii) ten feet (10') to the rear lot line, or (iv) five feet (5') to any side lot line. An outbuilding for storage may be located not closer than five feet (5') to any side lot line.

In any event, no structure of any kind shall be located on any Lot nearer to the front lot line, nor nearer to any side street line, nor nearer to any side lot line than that which is permitted by applicable zoning from time to time, as the same may be modified by variance, exception, or other modification. If any one dwelling is erected on more than one Lot, or on a building plot composed of parts of more than one Lot, the side line restrictions set forth above shall apply only to the extreme sidelines of the building plot occupied by such dwelling. Nothing herein contained shall be construed to prevent Developer from reducing the building restriction lines with the prior written approval of the governmental agencies having jurisdiction.

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No structure or other improvement or change in the topography of the land shall be erected or made which interferes in any respect with the drainage or utility easements shown on the subdivision plat, public records of Duval County, or easements of any kind referenced to in this Declaration.

5.5 Lot Size. No dwelling shall be erected or placed on any Lot having a width of less than fifty (50) feet at the front building set back line except cul-de-sac Lots in the turning radius shall have a minimum width of thirty-five feet (35') at the front Lot line, nor shall any dwelling be erected or placed on any Lot having an area of less than six thousand (6,000) square feet; provided, however, that each Lot shown on the existing subdivision plat shall be deemed to comply with this Section 5.5. The use of two or more fractional Lots shall be permitted if the square foot area and width comply with this provision.

5.6 Minimum Square Footage. With respect to lots which have a width of less than 70', no residence shall be constructed or permitted to remain on any Lot unless the square footage of heated living area thereof, exclusive of garages, porches and storage room, shall be equal to or exceed one thousand (1,000) square feet. With respect to lots which have a width of 70' or more, no residence shall be constructed or permitted to remain on any Lot unless the square footage of heated living area thereof, exclusive of garages, porches and storage room, shall be equal to or exceed one thousand four hundred (1,400) square feet.

5.7 Landscaping. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Developer or the Architectural Review Committee described in Section 5.1 herein except in those areas where building and other improvements shall be located; i.e., homes, patios, driveways, gardens, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. All disturbed areas on any Lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance, to prevent the growth of weeds and to prevent erosion. It is the responsibility of each Owner to maintain the area between the front property line of his Lot and the street, as well as the side property line and the street in the case of corner lots. In addition, if the Lot Owner fails to maintain his or her lawn and landscaping, the Developer (for so long as there is a Class B Membership and thereafter the Association) shall have the right, but not the obligation, to enter upon any such Lot to perform such maintenance work which may be reasonably required, all at the sole expense of the Lot Owner, which expense shall be payable by the Lot Owner to the Developer or the Association upon demand.

5.8 Developer's Right to Re-Subdivide. The Developer may re-subdivide or replat the Property in any way it sees fit for any purpose whatsoever consistent with the development of the Property provided that no dwelling shall be erected upon or allowed to occupy any Lot within such replatted or re-subdivided land which has an area less than six thousand (6,000) square feet. The restrictions herein contained, in case of any such replatting or re-subdividing, shall apply to each Lot as replatted or re-subdivided. In addition, the Developer may re-subdivide one or more Lots to provide for roadway purposes and easements.

5.9 Prohibited Activities. No trade, business, noxious or offensive activity, in the sole opinion of the Developer (until the termination of the Class B Membership and thereafter the Association), shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immoral, improper, offensive or unlawful use shall be made of the Lots or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to

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maintenance, replacements, modification or repair of the Lots shall be the same as is elsewhere herein specified. No garage shall at any time be used as a residence or enclosed and incorporated into a residence, except that the Developer and/or a builder buying Lots from Developer, with Developer's prior approval, shall be permitted to enclose the garage of model homes, and if the garage is so enclosed, the house cannot be sold or occupied by a tenant without the enclosed garage being converted to a garage with an approved garage door. No commercial activity shall be carried out in the residence or garage, temporarily or permanently, except for the use of said garage as a sales office by the Developer or builder, with Developer's prior approval, nor shall any structure of a temporary character be used as a residence.

5.10 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two (2) dogs, two (2) cats, and two (2) of other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. In any event, there shall not be more than a total of three (3) animals or pets of any type kept on any one Lot.

5.11 Clotheslines. No clothes or laundry shall be hung or clotheslines erected in front yards or carports, or side yards of corner Lots adjacent to a street. All clotheslines shall be screened from street view and shall require written permission from the Developer.

5.12 Parking of Wheeled Vehicles, Boats, Etc. No recreational vehicles, boats, travel trailers, motorized homes, campers, mopeds, trucks (other than pickup trucks), commercial vehicles, trailers of any kind, including, without limitation, vehicles in disrepair, may be kept or parked between the paved road and the residential structures or within the front or side yard or within the right-of-way without approval of Developer, until the termination of the Class B Membership, and thereafter of the Association. They may be so kept, if maintained completely inside a garage attached to the main residence or within the rear or side yard provided the rear or side yard is fenced so as to conceal such object from view of other Lots or roadways within the Property. Private automobiles or vehicles of the Owners bearing no commercial signs, unless in connection with their employment, may be parked in the driveway upon the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. Private automobiles of guests of Owners may be parked in such driveways only during the times necessary for pickup and delivery service and solely for the purpose of said service. No trailers or mobile homes may be maintained or kept on any Lot except sales and construction trailers which must have the written consent of the Developer.

5.13 (A) On lots where the total side yard setback between dwelling units is less than fifteen (15) feet, the dwelling units will be constructed so that roof elevations for the same shall be designed and oriented in a manner that gables of two (2) coterminus units do not face each other in any given circumstance.

(B) No recreational vehicles, boats, boat trailers, horse trailers or any other trailer may be parked or stored in a required front yard.

5.14 Signs. No sign of any kind shall be displayed to the public view on any Lot except "For Rent" or "For Sale" signs, which signs may refer only to the particular Lot on which displayed, and shall be of materials, size, height and design approved by the Developer. The Developer may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph. Nothing contained in this Declaration shall prevent the

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Developer, or any person designated by the Developer, from erecting or maintaining such signs or other entrance features.

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5.15 Aerials, Antennas and Satellite Receptor Dishes. No radio or television aerial, antenna or satellite receptor dish nor other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any portion of any Lot.

5.16 Intersection Sight Lines. No fence, wall, hedge or shrub planting which obstructs a sight line at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines. Nothing contained in this Declaration shall prevent the Developer, or any person designated by the Developer, from erecting or maintaining such fence, wall, hedge or shrub planting.

5.17 Encroachments. Where a structure has been erected, or the construction thereof substantially advanced, and is situated on any Lot or Lots as now platted or on any subdivided or replatted Lot in such manner that the same constitutes a violation or violations of the Covenants and Restrictions contained in this Declaration, Developer shall have the right any time to waive such violation; provided, however, that the Developer shall waive only those violations which the Developer, in its sole discretion, determines to be minor.

5.18 Utility Easements. A perpetual, nonexclusive alienable and releasable easement is hereby reserved to the Developer, JOHNS CREEK, INC., and its successors and assigns, over, under and above a ten (10) foot strip at the rear of each Lot and over, under and above a five (5) foot strip at the side lot lines described herein and also over, under and above those easements shown on the recorded plat of the Property for the construction, installation and maintenance of drainage ditches and facilities, power, telephone, lighting, heating, gas, water, electric, sanitary and storm sewer facilities and other public or private utility installations of every kind. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Owner of any Lot or Lots subject to such easements shall acquire no right, title or interest in or to any pipes, wires, poles, equipment or other appliances placed on, over or under said easement areas. No purchaser of a Lot or anyone claiming by, through or under any such purchaser, shall have the right to interfere at any time with any such construction, installation or maintenance operations. The Owner of any Lot or Lots subject to such easements shall remove any structures, planting, trees or shrubbery in said easement areas upon demand of Developer, JOHNS CREEK, INC., and its successors and assigns, where such structures, planting, trees or shrubbery interfere with the use of the said easement for the purposes for which the same have been reserved. The easements and rights hereinabove granted and reserved to Developer, JOHNS CREEK, INC., and its successors and assigns, shall not pass from Developer, JOHNS CREEK, INC., and its successors and assigns, by deed conveying any of said Lots but shall exist and continue in Developer, JOHNS CREEK, INC., and its successors and assigns, only or in those persons or corporations to whom Developer, JOHNS CREEK, INC., and its successors and assigns, shall have expressly conveyed said easements and rights. The Developer shall have the right to grant subordinate easements to utility companies, governmental bodies and others within such easement area for the purpose of

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carrying out or facilitating such construction, installation and maintenance.

5.19 Water and Sewer Rights, Well Limitation. The City of Jacksonville, or its successors, has the sole and exclusive right to provide all water and sewer facilities and service to the Property. No well of any kind shall be dug or drilled on any of the Lots or tracts to provide water for personal or housekeeping use within the structures to be built upon the Lot(s), and no potable water shall be used within said structures except potable water which is obtained from the City of Jacksonville or its successors and assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot or to be used exclusively for air conditioning; however, the location of said well must be approved by prior written consent of the Developer, JOHNS CREEK, INC., its successors and assigns, and the local Health Department and any other governmental or quasi-governmental agency which may have jurisdiction. All sewage from any buildings on any of said Lots must be disposed of through the sewerage lines and disposal plant owned by City of Jacksonville, or its successors or assigns. The City of Jacksonville is hereby granted and has a non-exclusive, perpetual and unobstructed easement and right in and to, over and under the Property as shown on the plat thereof for the purpose of ingress, egress, installation and/or repair of water facilities. Developer reserves the right to convey to the City of Jacksonville all easements required to provide water and sewer facilities and service to the Property. These restrictions shall cease at such time as the City of Jacksonville, or its successors or assigns, shall permanently cease to provide water to or take and dispose of sewage from said Lots.

5.20 Drilling and Excavation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

5.21 Window Air Conditioning. No window air conditioning unit shall be installed on any side of a building on a Lot.

5.22 Temporary Structures. No structures of temporary character, trailer, basement, tent, shack, garage, barn or other out building, shall be used on any Lot at any time as a residence either temporarily or permanently. Nothing contained in this Declaration shall prevent the Developer or any person designated by the Developer from erecting or maintaining dwellings, model houses, or other temporary structures as the Developer may deem advisable for development, construction, storage and sales or rental purposes.

5.23 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic, except that during the course of construction upon lots, the debris created by the builders shall not be required to be kept in closed containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick-up days, except debris created during the course of construction as aforesaid, which shall be removed by the builder upon completion of construction.

5.24 Sewage Disposal. Each owner of a Lot shall pay when due the periodic charges or rates for the furnishing of sewage collection and disposal service. No septic tank or sewage disposal unit shall be installed or maintained on any Lot.

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5.25 Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the stormwater management system. Maintenance of the stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District. The Association shall and does hereby agree to accept assignment of any and all permits related to the stormwater management system and/or any other environmental permit required by any governmental or quasi-governmental agency having jurisdiction from time to time and shall be bound to abide by all of the conditions imposed in such permit(s).

5.26 Jurisdictional Areas.

(a) The plat of the Property may depict certain jurisdictional lines as established by the St. Johns River Water Management District, Army Corps of Engineers or the Department of Environmental Regulation. No Owner shall build, construct, modify, or in any manner alter the land lying waterward of such jurisdictional lines without obtaining a permit from the applicable agency. Any Owner violating this provision shall indemnify and hold Developer, Builder and Association harmless from all fines, penalties, costs or damages arising out of such violation.

(b) Pursuant to the provisions of Section 704.06(1)(A)(1) Florida Statutes, restrictions are hereby placed on the Property that all construction, including clearing, dredging, or filling, except that which is specifically authorized by the St. Johns River Water Management District ("SJRWMD") or which may be authorized by a future SJRWMD Permit, which is waterward of the jurisdictional wetland line of the Department of Environmental Regulation and the SJRWMD, as flagged by Environmental Services, Inc. and as may be depicted on the plat(s) of the property or future development property recorded in the public records of Duval County, Florida, is prohibited. The foregoing restriction may be enforced by the SJRWMD. Notwithstanding any other provision, the restriction set forth in this subsection (b) may not be amended without the approval of the SJRWMD.

(c) In addition, in the event that the governmental agencies having jurisdiction over the Property require the granting of a conservation easement over the Property or any part thereof, the Owners of any land subject to the conservation easement shall abide by all restrictions contained therein.

5.27 Common and Maintenance Areas. The Association shall maintain all of the Common and Maintenance Areas in an attractive condition and in a manner that is harmonious with the Property and in accordance with any applicable governmental or agency permitting requirements. If the Association fails to maintain the Common and Maintenance Areas in accordance with the foregoing, the Developer shall have the right, but no obligation, to enter upon any such Common or Maintenance Area to perform such maintenance or work which may be reasonably required, all at the expense of the Association, which expense shall be payable by the Association to the Developer on demand.

ARTICLE VI. LAKES

6.1 Use of Lakes. Certain Lots are hereby made subject to a non-exclusive drainage and stormwater management easement over and across all lake areas within any such Lot ("Lakes"). With respect to the Lakes now existing, or which may be hereafter created within the Property, no Owner shall:

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(a) pump or otherwise remove any water from such Lakes for the purpose of irrigation or other use;

(b) place rocks, stones, trash, garbage, untreated sewage, rubbish, debris, ashes, or other refuse in such Lakes or in any other portion of the land owned by Developer lying adjacent to or near the Property;

(c) construct, place or maintain therein or thereon any docks, piers, bulkhead or other similar facilities, without the prior approval of any governmental or quasi-governmental agency having jurisdiction and the Developer so long as there is a Class B Membership or thereafter subject to the prior approval of the Association;

(d) fish with the use of nets or with any other trap or spear;

(e) operate or maintain thereon any gas or diesel driven vehicles; provided, however, boats used for the maintenance of the Lakes shall be permitted.

6.2 Maintenance of Lakes

(a) Developer, for so long as there is a Class B Membership, shall have the sole and absolute right, but no obligation, to control the surface water level of such Lakes.

(b) The Association shall be responsible for the maintenance of the Lakes including, without limitation, the control of the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such Lakes.

(c) The Lot Owner shall be required to maintain such grass, plantings or other lateral support to prevent erosion of the embankment adjacent to the Lakes above the water line of the Lakes and the height, grade and contour of the embankment shall not be changed without the prior consent of the Developer, for so long as there is a Class B Membership, provided, however, that no plants may be allowed to extend into or grow into the Lakes. If the Lot Owner fails to maintain said embankment in accordance with the foregoing, the Developer (for so long as there is a Class B Membership and thereafter, the Association) shall have the right, but not the obligation, to enter upon any such Lot to perform such maintenance work which may be reasonably required, all at the expense of the Lot Owner, which expense shall be payable by the Lot Owner to the Developer or Association, on demand.

6.3 Assignment of Maintenance Obligations. This Declaration cannot be terminated to extinguish the Association's obligation to maintain the Lakes unless adequate provision for transferring this obligation to the then Owners of the Lots subject to the easement on a pro rata basis is made and said transfer of obligation is permitted under the then existing requirements of the St. Johns River Water Management District or its successors and the City of Jacksonville or any other governmental body that may have authority over such transfer of obligation.

6.4 Indemnification. In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the maintenance of the water in the Lakes. The Developer hereby assigns to the Association and the Association hereby agrees to assume all the obligations and responsibilities for maintenance of the Lakes by the Developer under the plat. The Association further agrees that subsequent to the termination of the Class B Membership it shall indemnify and hold Developer harmless from suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of

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occurrence in, upon, at or from the maintenance of the Lakes, occasioned wholly or in part by any act or omission of the Association or its agent, contractors, employees, servants or licensees.

ARTICLE VII. MISCELLANEOUS

7.1 Assignment of Developer's Rights. 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, corporation, trust or other entity as it shall select, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by the Developer in this Declaration. Upon the termination of the Class B Member, the rights of the Developer hereunder shall vest automatically in the Association which shall assume all obligations thereof.

7.2 Amendments. The Developer (for so long as it is a Class B Member) reserves and shall have the right:

(a) to amend this Declaration, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;

(b) to amend this Declaration for the purpose of curing any scrivener's error, and 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, restrictions and easements applicable to the Property which do not lower the standards of the covenants and restrictions herein contained;

(d) to release any Lot from any part of the covenants and restrictions which have been violated if the Developer, in its sole judgment, determines such violation to be a minor or non-adverse violation; and

(e) to amend this Declaration pursuant to the requirements of the Veterans Administration, Federal National Mortgage Association, its successors and assigns, or such similar institutions or associations, without further consent of any of the Owners and all Owners acknowledge that such amendments shall be binding upon and shall constitute covenants running with the land irrespective of the date of amendment.

7.3 Amendment by Owners. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, conditions, restrictions, easements, and charges of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of an instrument executed by Owners of not less than two-thirds of the Lots shown on the recorded plat of the Lots, except that no amendment or change shall be allowed by others, without the consent of the Developer, as long as the Developer owns at least one Lot in the development.

7.4 Approval of Developer. Wherever in this Declaration the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Developer. Such request shall be sent to Developer by Certified Mail with return receipt requested. In the event that the Developer fails to act on any such written request within sixty (60) days after the same has been submitted to the Developer as required above, the consent or approval of the Developer to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or

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persons submitting such written request which violates any of the covenants and restrictions herein contained.

7.5 Amendment of Stormwater Management System. Any amendment to the Covenants and Restrictions which alter the stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

7.6 Consent for Additional Covenants. No Lot Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Property.

7.7 Duration. These covenants and restrictions, as amended and added to, from time to time, as provided herein, shall, subject to the provisions hereof and unless released as herein provided, shall remain in full force and effect for a period of thirty (30) years from the date this Declaration is recorded, and thereafter the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the end of the thirty (30) year period from the date this Declaration is recorded, or within six (6) months prior to the end of any such ten (10) year period, as the case may be, a written instrument executed by the then Owners of a majority of the Lots shown on the plat of the Property terminating this Declaration shall be placed on record in the office of the appropriate agency of Duval County, Florida. Upon termination, the requirements of Section 6.3 must be complied with. If required under Florida law, the Developer or the Association shall have the right to cause these covenants and restrictions to be re-recorded at such intervals as necessary to continue its enforceability.

7.8 Enforcement of Covenants. If any person, firm, corporation, trust or other entity shall violate or attempt to violate any covenants or restrictions contained herein, it shall be lawful for the Developer, Association, or any Owner of any Lot: (a) to prosecute proceedings for the recovery of damages, against those violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining any such violation or attempted violation. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, Association, Owner or its respective 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 or subsequent thereto. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the stormwater management system.

7.9 Annexation. Additional land located within the boundaries of the Future Development Property, or which is contiguous to the property or contiguous to Future Development Property, may be annexed by the Developer without the consent of Members within twenty (20) years of the date of this instrument. Developer shall record an amendment to the declaration subjecting the land described thereon to the covenants and restrictions contained herein. Developer may include in such amendment additional covenants and restrictions provided such covenants and restrictions are not inconsistent herewith.

7.10 Interpretation. In all cases the provisions set forth or provided for in this Declaration shall be construed together and

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given that interpretation or construction which will best effect the intent of the general plan of development of the Property. The provisions hereof shall be liberally interpreted and if necessary, they shall be so extended and enlarged by implication as to make them fully effective.

7.11 Captions. The captions of the paragraph hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraph to which they refer.

7.12 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable and the use of the masculine pronoun shall include the neuter and feminine, wherever applicable.

7.13 Provisions Severable. The invalidation of any provision or provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions of this Declaration which shall remain in full force and effect.

7.14 Attorneys Fees. In connection with any action for the enforcement of any of the rights and obligations contained herein, the prevailing party shall be entitled to be reimbursed for all costs including, without limitation, attorney's fees at trial or on appeal.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed and set its seal all as of the day and year first above written.

Signed, sealed and delivered in the presence of:
Beverly J. Holland
Witness Beverly J. Holland
Robert L. Brown
Robert L. Brown

JOHNS CREEK, INC.
By J. D. Collins
J. D. Collins, President



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this 20 day of May, 1994, by J. D. Collins, the President of Johns Creek, Inc., a Florida corporation. He is personally known to me.

Beverly J. Holland
Notary Public

My Commission Expires:
[Faded text]

FILED AND INDEXED IN PUBLIC RECORDS OF DUVAL COUNTY

94 MAY 25 P. 4: 14
CLERK OF SUPERIOR COURT

Book 7947 Pg 2430

Return To:
J. D. Collins, President
Johns Creek, Inc.
3840 Crown Point Road, Suite A
Jacksonville, Florida 32257

Mr: 7947
Pg: 2430 - 2433
Doc# 94154339
Filed & Recorded
12/03/94
12:38:26 p.m.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 19.50
Total \$ 19.50

PREPARED BY:
Clifford B. Newton
Newton, Hurst & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
JOHNS CREEK

(14)

THIS AMENDMENT TO DECLARATION, made this 27th day of
September, 1994, by JOHNS CREEK, INC., whose address is 9471
Baymeadows Road, Suite #408, Jacksonville, Florida 32256
(hereinafter called "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the Owner of certain real property more
fully described as JOHNS CREEK, UNIT ONE, according to the plat
thereof as recorded in Plat Book 49, pages 4, 4A THRU 4K INCLUSIVE,
of the current public records of Duval County, Florida; and

WHEREAS, Developer has caused to be recorded a Declaration of
Covenants, Conditions and Restrictions for Johns Creek in Official
Records Volume 7858, page 1153, of the current public records of
Duval County, Florida (the "Declaration"); and

WHEREAS, Developer is the owner of certain other real property
adjacent and contiguous to the Property as more particularly
described on Exhibit "A" attached hereto and by this reference made
a part hereof (the "Additional Property"); and

WHEREAS, Developer desires to annex the Additional Property to
the terms of the Declaration and require that said Additional
Property be subject to all of the terms and provisions set forth in
the Declaration;

NOW, THEREFORE, Developer declares that the Additional
Property described in Exhibit "A" is and shall be held,
transferred, sold, conveyed, and occupied subject to the covenants,
conditions, restrictions, easements, charges and liens, contained
in the Declaration, all of which are for the purpose of protecting
the value and desirability of the Property and which shall run with
the title to the Property, or any part thereof, and shall be
binding upon any owners thereof, their heirs, successors, assigns
and mortgagees.

IN WITNESS WHEREOF, the Developer has executed this Amendment
as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

JOHNS CREEK, INC.

[Handwritten signature]
[Handwritten signature]

By: *[Handwritten signature]*
J. D. Collins, President

STATE OF FLORIDA

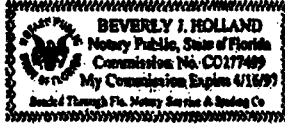
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COUNTY OF DUVAL

The foregoing was acknowledged before me this ^{29th} day of September, 1984, by J. D. Collins, the President of JOHNS CREEK, INC., a Florida corporation. He is personally known to me.

Beverly J. Holland
Notary Public

My Commission Expires:



LEGAL DESCRIPTION:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 20 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 10, SAID TOWNSHIP AND RANGE (AS ESTABLISHED AND SHOWN TO BE AT STATION 347-85.82 ON THE JACKSONVILLE TRANSPORTATION AUTHORITY RIGHT-OF-WAY MAPS FOR J. TURNER BUTLER BOULEVARD - STATE PROJECT NO. 72292-3504) AND RUN NORTH 89°-03'-41" EAST, ALONG THE CENTERLINE OF SAID J. TURNER BUTLER BOULEVARD, THE SAME BEING THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 5355.76 FEET TO AN ANGLE POINT IN SAID CENTERLINE AT THE SOUTHWEST CORNER OF SECTION 11, SAID TOWNSHIP AND RANGE; RUN THENCE NORTH 1°-00'-29" WEST, ALONG THE WEST LINE OF SAID SECTION 11, A DISTANCE OF 150.0 FEET TO A POINT ON THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY OF SAID J. TURNER BUTLER BOULEVARD; RUN THENCE NORTH 88°-35'-59" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 149.06 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED AS ADDITIONAL RIGHT-OF-WAY FOR RAMPING FOR SAID J. TURNER BUTLER BOULEVARD AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5561, PAGE 726; RUN THENCE NORTH 77°-52'-40" EAST, ALONG THE NORTHERLY LINE OF LAST MENTIONED RIGHT-OF-WAY, A DISTANCE OF 1026.26 FEET TO AN ANGLE POINT; RUN THENCE NORTH 12°-06'-49" EAST, ALONG THE WESTERLY LINE OF LAST MENTIONED RIGHT-OF-WAY, A DISTANCE OF 781.52 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200-FOOT RIGHT-OF-WAY AS ESTABLISHED BY DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5569, PAGE 1348); RUN THENCE NORTH 1°-00'-29" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2211.52 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE IN THE SAID WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 5829.58 FEET, A CHORD BEARING AND DISTANCE OF 1804.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE APPOINTED CHORD BEING NORTH 7°-53'-42" EAST; RUN THENCE NORTH 16°-47'-53" EAST, CONTINUING ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE 866.67 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.0 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 61°-47'-53" WEST, 42.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 73°-12'-07" WEST, 76.0 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1062.36 FEET, A CHORD BEARING AND DISTANCE OF NORTH 63°-00'-33" WEST, 375.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 52°-48'-59" WEST, 269.39 FEET TO A POINT OF CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 616.42 FEET, A CHORD BEARING AND DISTANCE OF NORTH 72°-19'-41" WEST, 410.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88°-09'-36" WEST, 324.32 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 88°-09'-36" WEST, 40.26 FEET; THENCE NORTH 4°-30'-10" EAST, 218.03 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 3129.82 FEET, A CHORD BEARING AND DISTANCE OF NORTH 5°-00'-18" WEST, 1047.11 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS IN VOLUME 6359, PAGE 2295; THENCE NORTH 89°-03'-41" EAST, ALONG SAID SOUTHERLY DEED LINE, 41.16 FEET; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 3160.82 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 4°-54'-39" EAST, 1050.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 67°-39' 10" WEST, 213.48 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.17 ACRES, MORE OR LESS.

EXHIBIT "A"
page 1 of 2 pages

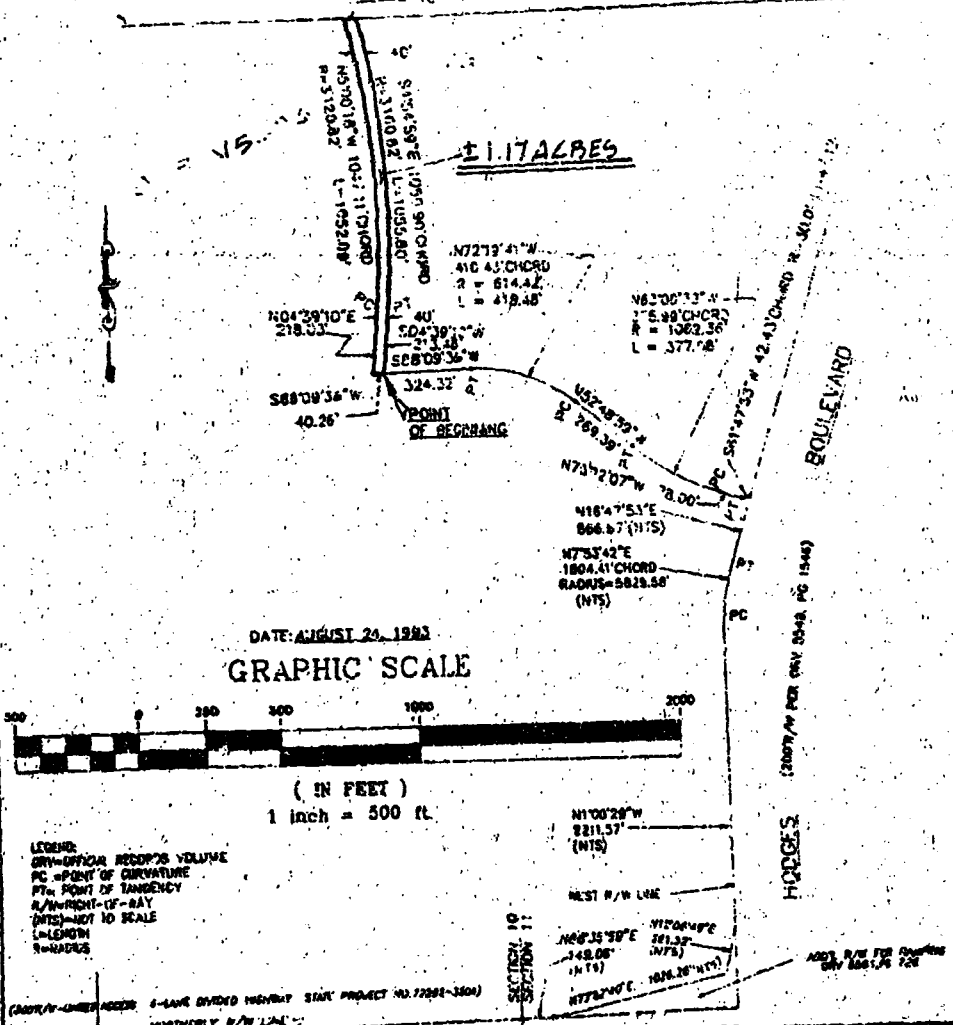
Book 7947 Pg 2433

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA

FOR GEORGE H. HODGES, JR.

This is a sketch, not a survey.

JACKSONVILLE GOLF AND COUNTRY CLUB (DRY 6339 PG 21233)



LEGEND:
 DRY-DIVISION RECORDS VOLUME
 PC - POINT OF CURVATURE
 PVI - POINT OF INTERSECT
 PTA - POINT OF TANGENCY
 R - RADIUS OF CURVE
 L - LENGTH OF CURVE
 S - RADUS

11.17 ACRES

HODGES BOULEVARD
 J. TURNER BUTLER BOULEVARD

PC - POINT OF CURVATURE
 PVI - POINT OF INTERSECT
 PTA - POINT OF TANGENCY
 R - RADIUS OF CURVE
 L - LENGTH OF CURVE
 S - RADUS

PRIVETT & ASSOC OF FLORIDA, INC.
 SURVEYORS AND LAND PLANNERS
 1222 TOWNHALL BOULEVARD
 JACKSONVILLE, FLORIDA 32202
 (904) 753-7800

John M. Jansen

EXHIBIT "A" Page 2 of 2 pages

Book 8386 Pg 1303

Record and Return To:
J. D. Collins
Johns Creek, Inc.
3840 Crown Point Road, Suite A
Jacksonville, FL 32257

Bk: 8386
Pg: 1303 - 1305
Dec 24 9 55 AM
Filed & Recorded
11/23/78
11:23:33 A.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
JOHNS CREEK
TO ANNEX
JOHNS CREEK, UNIT TWO**

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by JOHNS CREEK, INC., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Johns Creek recorded in Official Records Volume 7858, at page 1153, of the current public records of Duval County, Florida, as has been previously amended (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration; and

WHEREAS, JOHNS CREEK II, INC. is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

Johns Creek, Unit Two according to the plat thereof recorded in Plat Book 50, Pages 37, 37A, thru 37H of the current public records of Duval County, Florida ("Johns Creek, Unit Two"); and

WHEREAS, Declarant is desirous of amending the Declaration to subject Johns Creek, Unit Two to the Declaration, and JOHNS CREEK II, INC. desires that Johns Creek, Unit Two be subjected to all of the covenants, conditions, restrictions, easements and other matters as set forth in the Declaration and as imposed hereby:

NOW THEREFORE, in consideration of the premises, the Declarant, with the consent and joinder of JOHNS CREEK II, INC., hereby desires:

1. That all lots in Johns Creek, Unit Two shall be held, sold and conveyed subject to all the terms, easements, restrictions, covenants and conditions and other matters as set forth in the Declaration.

3

20110324

2. The definition of "Property" set forth in paragraph 1.16 of Article I of the Declaration and as used throughout the Declaration is hereby amended to include the above described Johns Creek, Unit Two.

3. Except as amended to include Johns Creek, Unit Two, the Declaration shall remain in full force and effect as previously recorded.

IN WITNESS WHEREOF, the Developer has executed this Amendment this 11th day of April, 1996.

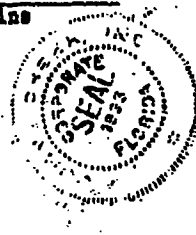
Signed, sealed and delivered in the presence of:

JOHNS CREEK, INC.

Beverly J. Holland
Witness Beverly J. Holland

By J. D. Collins
J. D. Collins
President

Joseph R. Newfield
Witness

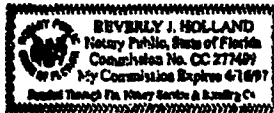


STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing was acknowledged before me this 11th day of April, 1996, by J. D. Collins, the President of Johns Creek, Inc. a Florida corporation. he is personally known to me.

Beverly J. Holland
Notary Public, State of Florida
My Commission Expires:



CONSENT AND JOINDER

The undersigned being the rightful owner of the lands sought to be annexed by this document hereby consents to the subjecting of said lands to this annexation and joins in the execution of this document to express the consent hereby granted.

JOHNS CREEK II, INC

By: [Signature]
J. D. Collins
President

[Signature]
Witness [Signature]

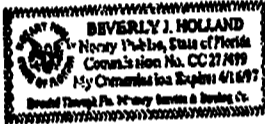
[Signature]
Witness



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of April, 1996 by J. D. Collins, as President of Johns Creek II, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

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



BOOK NUMBER 8663 PAGE 1148

Prepared By and Return To:
J D Collins, President
Johns Creek, Inc
3840 Crown Point Road, Suite A
Jacksonville, FL 32257

Bk: 8663
Pg: 1148 - 1150
Doc# 97147735
Filed & Recorded
07/02/97
09:32:04 A.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
JOHNS CREEK**

THIS AMENDMENT TO DECLARATION, made this 27th day of June, 1997, by **JOHNS CREEK, INC.**, whose address is 3840 Crown Point Road, Suite A, Jacksonville, Florida, 32256 (hereinafter called "Developer");

WITNESSETH:

WHEREAS, Developer is the Owner of certain real property more fully described as **JOHNS CREEK, UNIT ONE** according to the plat thereof as recorded in Plat Book 49, Pages 4, 4A thru 4K, and **JOHNS CREEK, UNIT TWO** according to the plat thereof as recorded in Plat Book 50, Pages 37, 37A thru 37H of the current public records of Duval County, Florida; and

WHEREAS, Developer has caused to be recorded a Declaration of Covenants, Conditions and Restrictions for **JOHNS CREEK** in Official Records Volume 7858, page 1153, and as further amended in Official Records Volume 7947, Page 2430, and as further amended in Official Records Volume 8326, Page 1303 of the current public records of Duval County, Florida (the "Declaration"); and

WHEREAS, Developer desires to add language to paragraph 5.3 Fences of the Declaration and hereby files this amendment to accomplish said addition.

NOW THEREFORE, in consideration of the foregoing, Developer declares that paragraph 5.3 Fences shall add the following:

5.3 Fences. As to Lots which include Lakes (as hereinafter defined), no fence shall be erected closer to the lake than the "top of bank" as designated on the recorded plat of the Property. Any such fence shall be four (4) feet in height along said "top of bank" boundary. All lake boundary fencing shall be constructed of shadow box design or alternatively the lake boundary fencing may be constructed of metal as depicted on the attached graphic illustration "Exhibit A". The fence shall be painted black in color. The spacing between pickets shall be 4" and height shall be 48" above the ground.

Example #1 of Attached "Exhibit A" is for use as "top of bank" fencing. Height shall be 4 feet.

Example #2 of Attached "Exhibit A" is for use in the event the fence is to be used to enclose a swimming pool. Lot owner is responsible to verify local code requirements for swimming pool fencing.

As to Lots with rear property lines which back up to Wetland Preserve Areas, (as designated on the plat(s) of Johns Creek), no fence shall be erected along the rear property line higher than six (6) feet in height, or may be 4 feet in height and shall be 6 inch shadow box design or may be constructed of metal as depicted on the attached graphic illustration, "Exhibit A". When using metal fencing as depicted on attached "Exhibit A", the fence shall be painted black in color. The spacing between pickets shall be 4 inches and height shall be 48" or 72" above the ground.

BOOK NUMBER 8663 PAGE 1149

IN WITNESS WHEREOF, the Developer has executed this Amendment as of the day and year first above written

Signed, sealed and delivered in the presence of:

JOHNS CREEK, INC.

Beverly J. Holland
Witness *Beverly J. Holland*
Jacquelyn R. Houder
Witness *Jacquelyn R. Houder*

By: *[Signature]*
J. D. Collins, President



STATE OF FLORIDA
COUNTY OF DUVAL

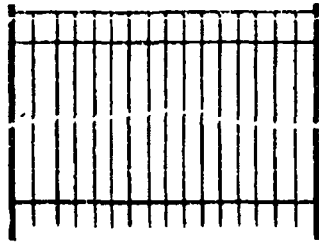
The foregoing was acknowledged before me this 27th day of June, 1997, by J. D. Collins, the President of JOHNS CREEK, INC., a Florida corporation. He is personally known to me.

Beverly J. Holland
Notary Public
My Commission Expires

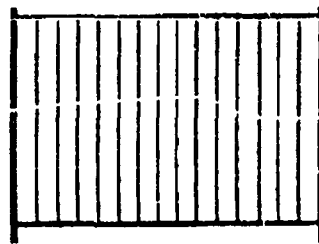


BOOK NUMBER 863 PAGE 150

Exhibit A



Example #1
For use when NO SWIMMING POOL
is to be located within the fenced area.



Example #2
For use when a SWIMMING POOL
is located within the fenced area.
Check local building code.

Book 8820 Pg 2117

Record and Return To:
J. D. Collins, President
Johns Creek, Inc.
3840 Crown Point Road, Suite A
Jacksonville, FL 32257

Bk: 8820
Pg: 2117 - 2119
Doc: 88004637
Filed & Recorded
01/09/98
11:23:16 A.M.
HENRY H. COOK
CLERK, CIRCUIT COURT
DUVAL COUNTY, FL
REC. FEE \$ 15.00

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
JOHNS CREEK
TO ANNEX
JOHNS CREEK, UNIT THREE**

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by
JOHNS CREEK, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions
and Restrictions for Johns Creek recorded in Official Records Volume 7858, at page 1153, of the
current public records of Duval County, Florida, as has been previously amended (the "Declaration");
and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to
amend the Declaration; and

WHEREAS, WEST BEACHES, INC. is the owner of all those certain properties in Duval
County, Florida, being more particularly described as :

*Johns Creek, Unit Three according to the plat thereof recorded in Plat Book
51, Pages 73, 73A thru 73H of the current public records of
Duval County, Florida ("Johns Creek, Unit Three"); and*

WHEREAS, Declarant is desirous of amending the Declaration to subject Johns Creek, Unit
Three to the Declaration, and WEST BEACHES, INC. desires that Johns Creek, Unit Three be
subjected to all of the covenants, conditions, restrictions, easements and other matters set forth in the
Declaration and as imposed hereby:

NOW THEREFORE, in consideration of the premises, the Declarant, with the concert and
joinder of WEST BEACHES, INC., hereby desires:

1. That all lots in Johns Creek, Unit Three shall be held, sold and conveyed subject to
all the terms, easements, restrictions, covenants and conditions and other matters as set forth in the
Declaration.

2. The definition of "Property" set forth in paragraph 1.16 of Article I of the Declaration



Book 8820 Pg 2118

-2-

and as used throughout the Declaration is hereby amended to include the above described Johns Creek, Unit Three.

3. Except as amended to include Johns Creek, Unit Three, the Declaration shall remain in full force and effect as previously recorded.

IN WITNESS WHEREOF, the Developer has executed this Amendment this 6th day of January, 1998.

Signed, sealed and delivered in the presence of:

JOHNS CREEK, INC.

Jacquelyn R. Heufelder
Witness Jacquelyn R. Heufelder

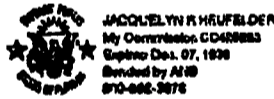
By: Beverly J. Holland
Beverly J. Holland
Vice President

Jan Hall
Witness JAN HALL

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this 6th day of January 1998, by Beverly J. Holland as Vice President of Johns Creek, Inc. a Florida corporation. She is personally known to me.

Jacquelyn R. Heufelder
Notary Public, State of Florida
My Commission Expires:



88212744

CONSENT AND JOINDER

The undersigned being the rightful owner of the lands sought to be annexed by this document hereby consents to the subjecting of said lands to this annexation and joins in the execution of this document to express the consent hereby granted.

WEST BEACHES, INC.

Jacquelyn R. Heufelder
Witness Jacquelyn R. Heufelder

By: Beverly J. Holland
Beverly J. Holland
Vice President

Jan Hall
Witness JAN HALL

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of January, 1996 by Beverly J. Holland as Vice President of West Beaches, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me.

Jacquelyn R. Heufelder
Notary Public, State of Florida
My Commission Expires:



JACQUELYN R HEUFELDER
My Commission CC428283
Expires Dec 07, 1996
Bonded by AAB
800-888-8678



Book 9284 Pg 1375

Record and Return To:
J. D. Collins, President
Johns Creek, Inc.
3840 Crown Point Road, Suite A
Jacksonville, FL 32257

Book 9284 - 1377
Page 9217844
Filed & Recorded
07/18/99
04:12:14 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
JOHNS CREEK
TO ANNEX
JOHNS CREEK, UNIT FOUR**

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by
JOHNS CREEK, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Johns Creek recorded in Official Records Volume 7858, at page 1153, of the current public records of Duval County, Florida, as has been previously amended (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration; and

WHEREAS, WEST BEACHES, INC. is the owner of all those certain properties in Duval County, Florida, being more particularly described as :

Johns Creek, Unit Four according to the plat thereof recorded in Plat Book 52, Pages 84, 84A thru 84D of the current public records of Duval County, Florida ("Johns Creek, Unit Three"); and

WHEREAS, Declarant is desirous of amending the Declaration to subject Johns Creek, Unit Four to the Declaration, and WEST BEACHES, INC. desires that Johns Creek, Unit Four be subjected to all of the covenants, conditions, restrictions, easements and other matters set forth in the Declaration and as imposed hereby:

NOW THEREFORE, in consideration of the premises, the Declarant, with the consent and joinder of WEST BEACHES, INC., hereby desires:

1. That all lots in Johns Creek, Unit Four shall be held, sold and conveyed subject to all the terms, easements, restrictions, covenants and conditions and other matters as set forth in the Declaration.
2. The definition of "Property" set forth in paragraph 1.16 of Article I of the Declaration and as used throughout the Declaration is hereby amended to include the

Book 9384 Pg 1376

above described Johns Creek, Unit Four.

3. Except as amended to include Johns Creek, Unit Four, the Declaration shall remain in full force and effect as previously recorded.

IN WITNESS WHEREOF, the Developer has executed this Amendment this 17th day of June, 1999

Signed, sealed and delivered in the presence of:

Bruce J. Holland
Witness Bruce J. Holland
Jacqueline R. Heitfelder
Witness Jacqueline R. Heitfelder

STATE OF FLORIDA
COUNTY OF DUVAL

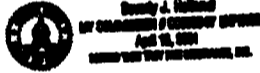
JOHNS CREEK, INC.

By [Signature]
J. Daniel Collins
President



The foregoing was acknowledged before me this 17th day of June, 1999, by J. Daniel Collins as President of Johns Creek, Inc. a Florida corporation. He is personally known to me.

Bruce J. Holland
Notary Public, State of Florida
My Commission Expires:



Book 9354 Pg 1377

CONSENT AND JOINDER

The undersigned being the rightful owner of the lands sought to be annexed by this document hereby consents to the subjecting of said lands to this annexation and joins in the execution of this document to express the consent hereby granted.

WEST BEACHES, IN:

Bruce J. Hellewell
Witness Beverly J. Holtzer

By: J. Daniel Collins
J. Daniel Collins
President

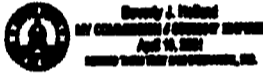
Jacqueline R. Hankler
Witness Jacqueline R. Hankler

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of March, 1999 by J. Daniel Collins as President of West Beaches, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

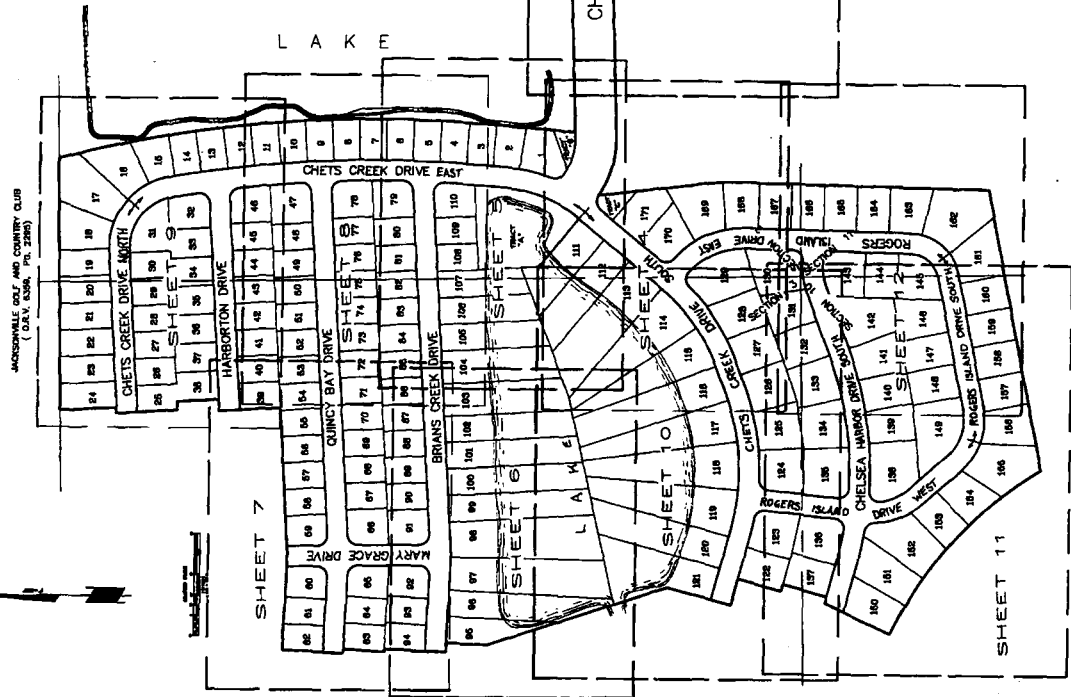
Bruce J. Hellewell
Notary Public, State of Florida
My Commission Expires:



Johns Creek Unit One

A Portion of Sections 2, 3, 10, and 11, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.

VICINITY AND KEY MAP

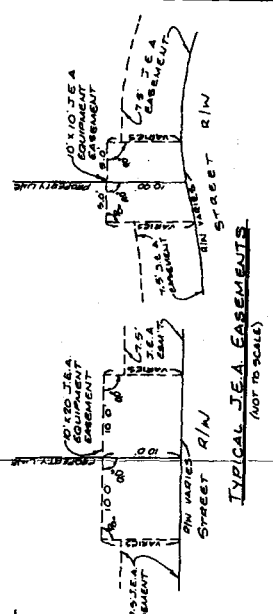


GENERAL NOTES

- 1.) BEARINGS SHOWN HEREON ARE BASED ON CENTERLINE OF J. TURNER BUTLER BOULEVARD AS SHOWN ON THE JACKSONVILLE TRANSPORTATION AUTHORITY RIGHT-OF-WAY MAPS - STATE PROJECT NO. 72282-3504, AS R 870 47 E.
- 2.) THE PROPERTY SHOWN HEREON ARE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND REPAIR OF UNDERGROUND TELEPHONE, CABLE TELEVISION SERVICES, AND FENCING MAINTENANCE, UNLESS OTHERWISE NOTED HEREON.
- 3.) NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. (FLORIDA STATUTE 177.081)
- 4.) ALL PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS TAKEN FROM THE JACKSONVILLE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP, COUNTY, FLORIDA, NO. 120077 0239E, DATED JULY 15, 1992, FOR DUVAL COUNTY, FLORIDA.
- 5.) CERTAIN EASEMENTS ARE RESERVED FOR THE EXCLUSIVE USE OF THE JACKSONVILLE ELECTRIC UTILITY IN CONNECTION WITH THE UNDERGROUND DISTRIBUTION SYSTEM.
- 6.) BEARING AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARING AND DISTANCES.
- 7.) THE LANCES SHOWN HEREON ARE FOR INTERNAL PURPOSES ONLY AND DO NOT REPRESENT AN ACTUAL "AS-BUILT" SITUATION AND ARE BASED ON THE ENGINEERING PLANS FOR THIS PLAT.
- 8.) C12 DENOTES TABULATED CURVE DATA, THE TABULATED CURVE TABLE SHOWN ON EACH SHEET IS ONLY APPLICABLE ONLY TO THE CURVES THAT APPEAR ON THAT SHEET.
- 9.) CERTAIN EASEMENTS ARE RESERVED FOR THE EXCLUSIVE USE OF THE JACKSONVILLE ELECTRIC UTILITY IN CONNECTION WITH THE UNDERGROUND DISTRIBUTION SYSTEM.

LEGEND

- | | |
|------|----------------------------------------|
| R/W | RIGHT-OF-WAY |
| BRL | BUILDING RESTRICTION LINE |
| CP | PERMANENT CONTROL POINT (C13-C17) |
| PT | POINT OF TANGENCY |
| OR | OFFICIAL RECORDS |
| FO | FOUND |
| ESMT | IRON PIPE |
| F | ARC |
| A | RAVINE |
| R | ROAD |
| CH | CHORD |
| Δ | DELTA |
| PM | PERMANENT REFERENCE MONUMENT (C15-C17) |
| + | CHANGE IN STREET NAME |
| CA | TABULATED CURVE DATA |
| CC | POINT OF CURVE BEGINNING |
| PC | POINT OF CURVE END |
| REL | RADIAL LINE |



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
1000 CHURCH STREET
JACKSONVILLE, FLORIDA 32207
(904) 280-2703

J. TURNER BUTLER BOULEVARD

HODGES-BOULEVARD
4728± (NOT TO SCALE)

CHETS CREEK BLVD
SHEET 3

L A K E

CHETS CREEK DRIVE EAST

SHEET 7

SHEET 8

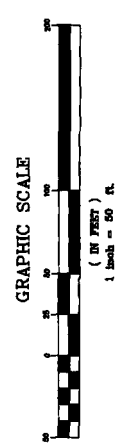
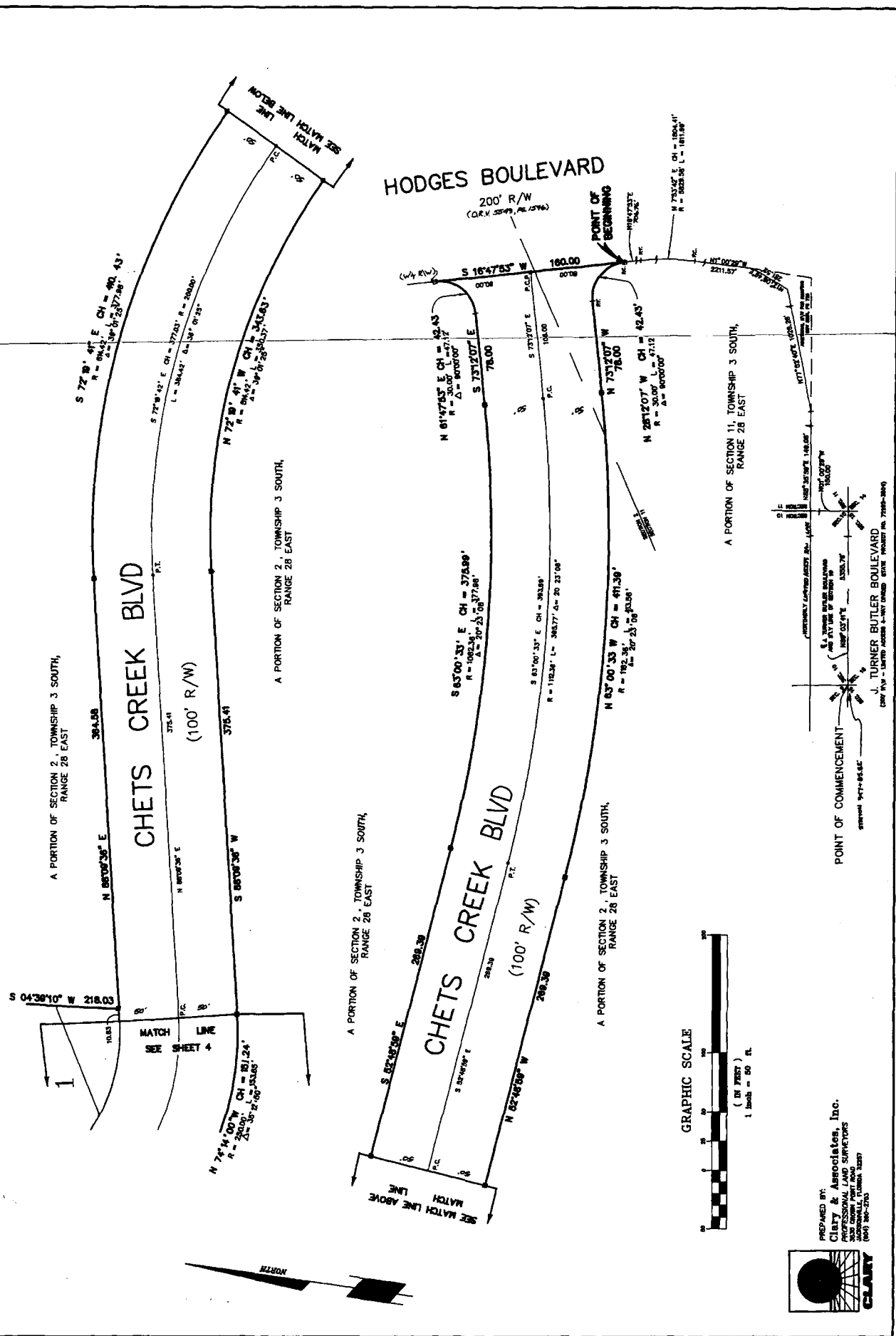
SHEET 9

SHEET 10

SHEET 11

Johns Creek Unit One

A Portion of Sections 2, 3, 10, and 11, Township 3 South, Range 28 East, City of Jacksonville, Duval County, Florida.



PREPARED BY:
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PROFESSIONAL LAND SURVEYORS
3000 GARDEN PART ROAD
JACKSONVILLE, FLORIDA 32217
(904) 280-2700

POINT OF COMMENCEMENT

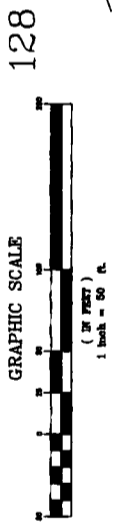
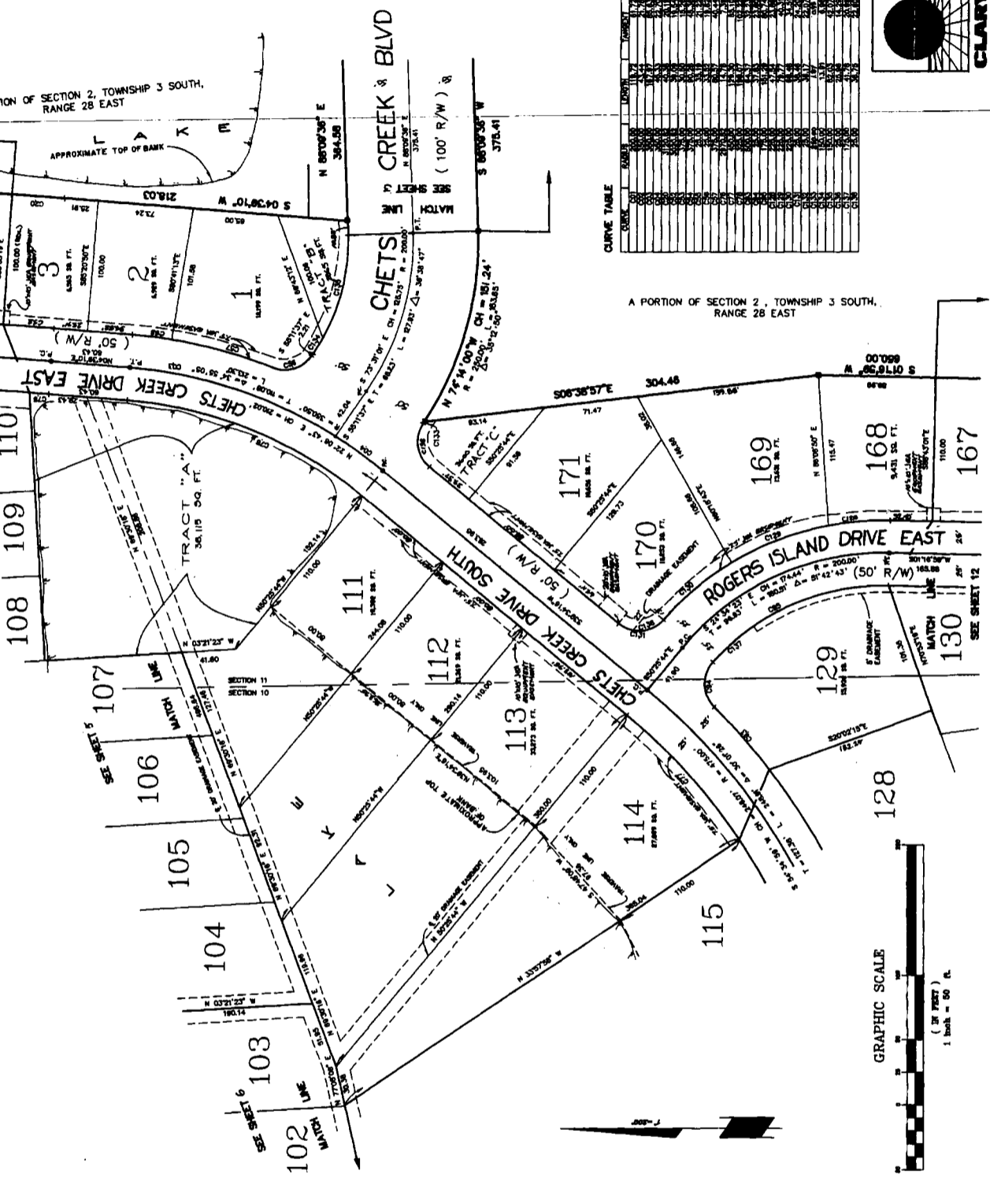
J. TURNER BUTLER BOULEVARD
CORNER 111 - NORTH JONES ST - WEST CORNER STATE ROAD 1A - 7550-3800

PLAT BOOK 49 PAGE 4C

SHEET 4 OF 12 SHEETS
SEE SHEET 2 FOR GENERAL NOTES AND LEGEND

Johns Creek Unit One

A Portion of Sections 2, 3, 10, and 11, Township 3 South, Range 28 East, City of Jacksonville, Duval County, Florida.



CURVE TABLE

STATION	CH	R	Δ	CH	R	Δ
102+00	181.24	200.00	30°12'43"	103+00	181.24	200.00
103+00	181.24	200.00	30°12'43"	104+00	181.24	200.00
104+00	181.24	200.00	30°12'43"	105+00	181.24	200.00
105+00	181.24	200.00	30°12'43"	106+00	181.24	200.00
106+00	181.24	200.00	30°12'43"	107+00	181.24	200.00
107+00	181.24	200.00	30°12'43"	108+00	181.24	200.00
108+00	181.24	200.00	30°12'43"	109+00	181.24	200.00
109+00	181.24	200.00	30°12'43"	110+00	181.24	200.00
110+00	181.24	200.00	30°12'43"	111+00	181.24	200.00
111+00	181.24	200.00	30°12'43"	112+00	181.24	200.00
112+00	181.24	200.00	30°12'43"	113+00	181.24	200.00
113+00	181.24	200.00	30°12'43"	114+00	181.24	200.00
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116+00	181.24	200.00	30°12'43"	117+00	181.24	200.00
117+00	181.24	200.00	30°12'43"	118+00	181.24	200.00
118+00	181.24	200.00	30°12'43"	119+00	181.24	200.00
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120+00	181.24	200.00	30°12'43"	121+00	181.24	200.00
121+00	181.24	200.00	30°12'43"	122+00	181.24	200.00
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198+00	181.24	200.00	30°12'43"	199+00	181.24	200.00
199+00	181.24	200.00	30°12'43"	200+00	181.24	200.00

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PLAT BOOK 49 PAGE 4D

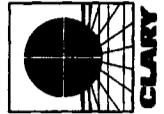
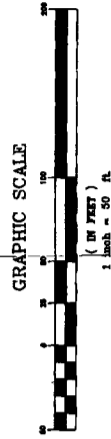
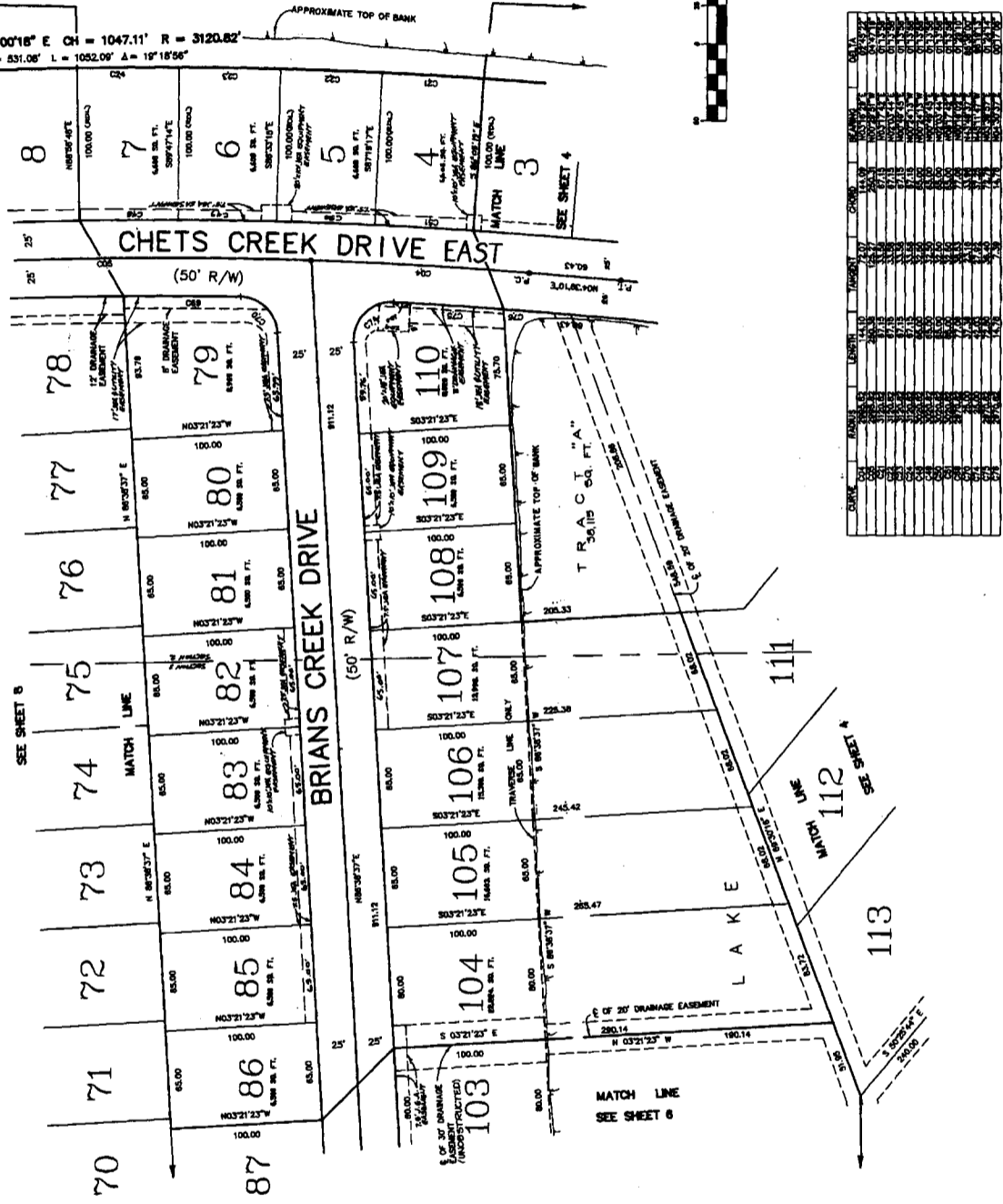
SHEET 5 OF 12 SHEETS
SEE SHEET 2 FOR GENERAL NOTES AND LEGEND

Johns Creek Unit One

A Portion of Sections 2, 3, 10, and 11, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH,
RANGE 28 EAST

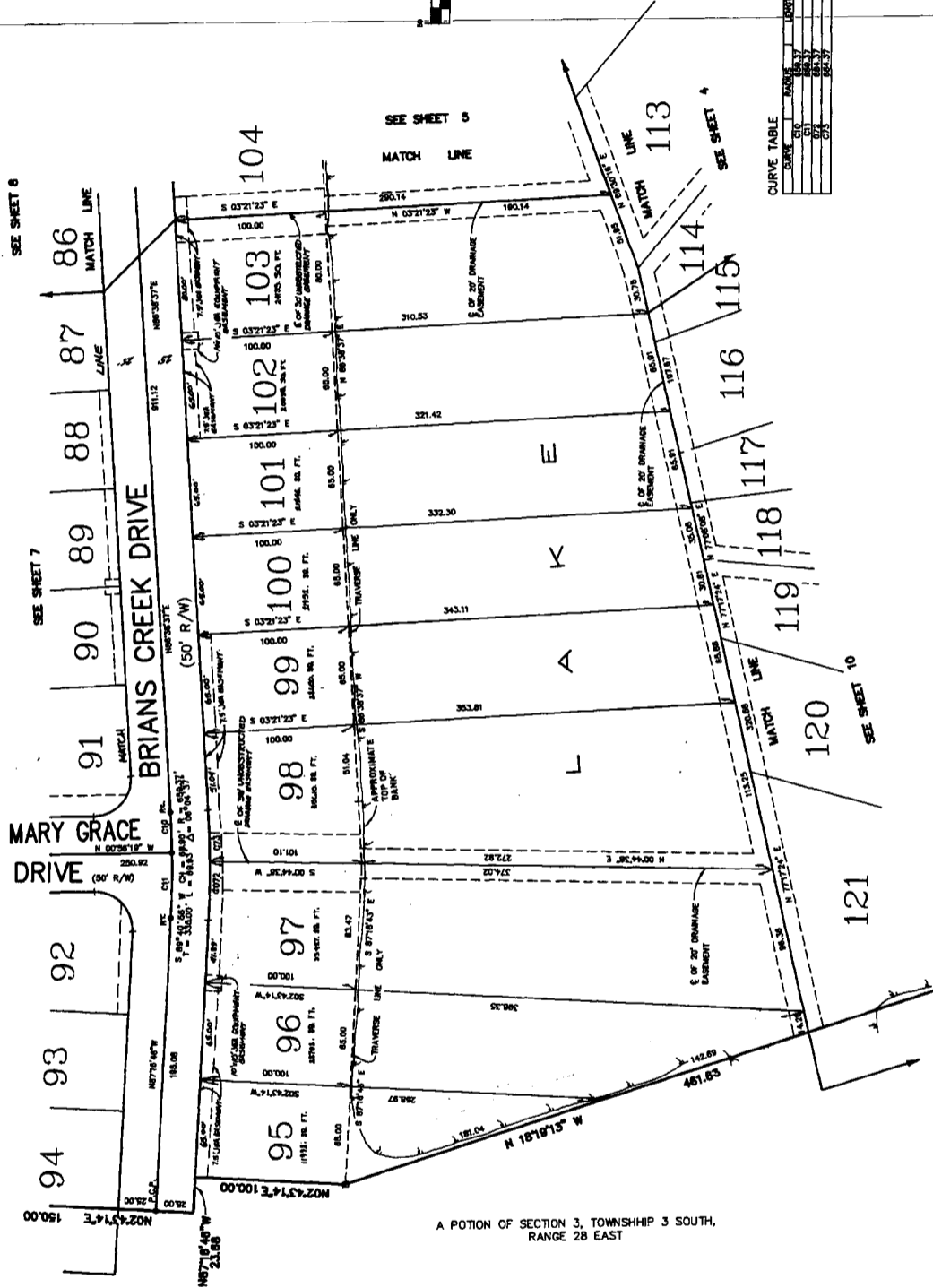
L A K E



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3600 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
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Johns Creek Unit One

A Portion of Sections 2, 3, 10, and 11, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.



A PORTION OF SECTION 3, TOWNSHIP 3 SOUTH,
RANGE 28 EAST



CURVE TABLE

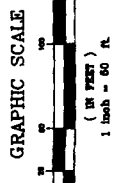
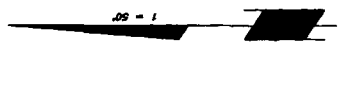
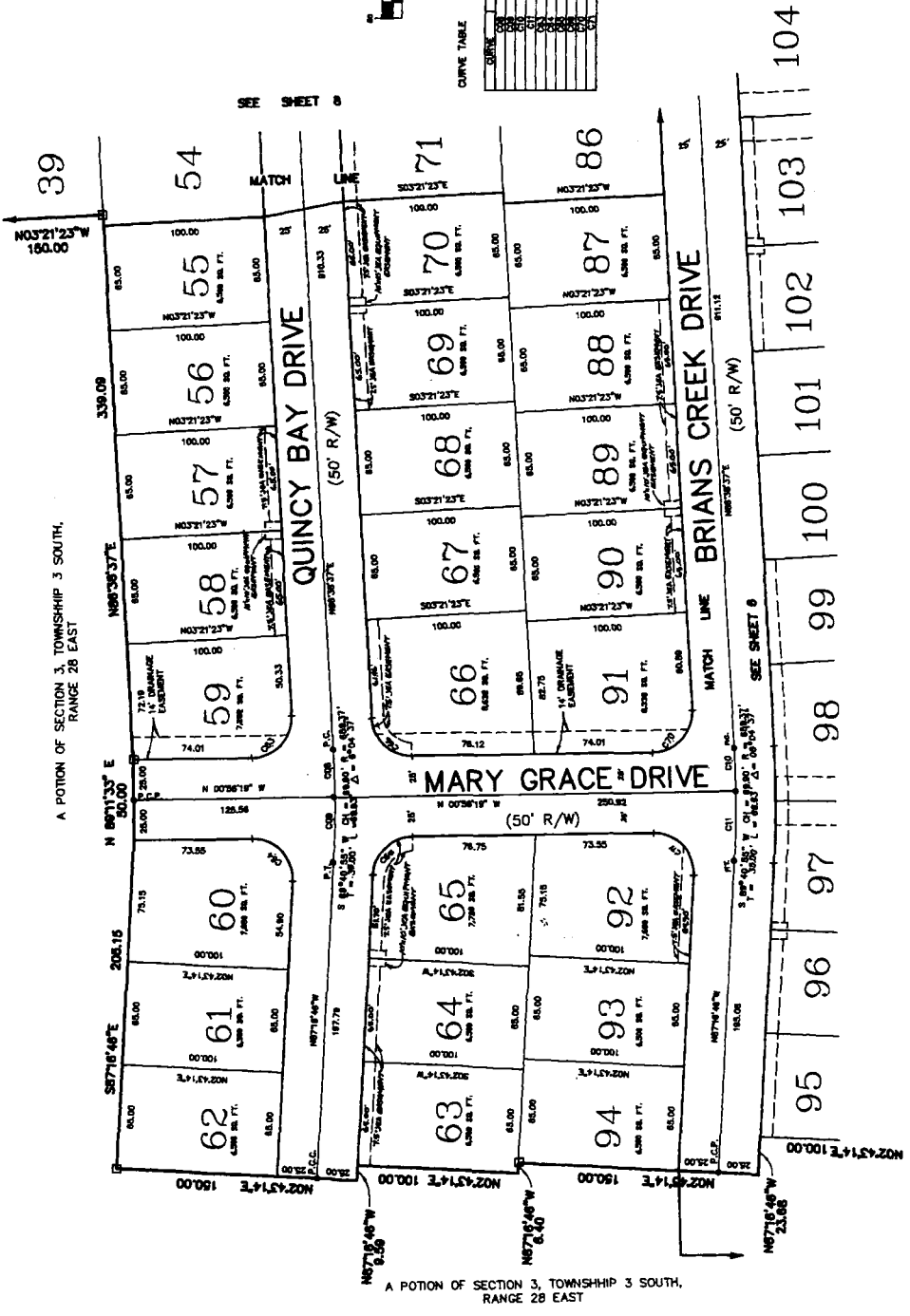
CURVE NO.	ANGLE	CHORD	TANGENT	PIECE	AREA	PERIMETER
1	11.31	10.00	1.96	1.44	1.44	10.00
2	22.62	39.93	7.83	5.28	5.28	39.93
3	33.93	86.60	17.36	11.52	11.52	86.60
4	45.24	150.00	31.18	20.48	20.48	150.00
5	56.55	214.18	48.96	29.44	29.44	214.18
6	67.86	278.36	70.74	38.40	38.40	278.36
7	79.17	342.54	96.57	47.36	47.36	342.54
8	90.48	406.72	126.48	56.32	56.32	406.72
9	101.79	470.90	160.64	65.28	65.28	470.90
10	113.10	535.08	198.84	74.24	74.24	535.08



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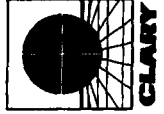
Johns Creek Unit One

A Portion of Sections 2, 3, 10, and 11, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.



CHURN TABLE
(IN FEET)

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---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----



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(904) 260-2703

Johns Creek Unit One

A Portion of Sections 2, 3, 10, and 11, Township 3 South, Range 28 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 49 PAGE 4H

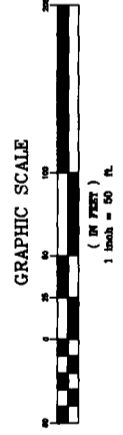
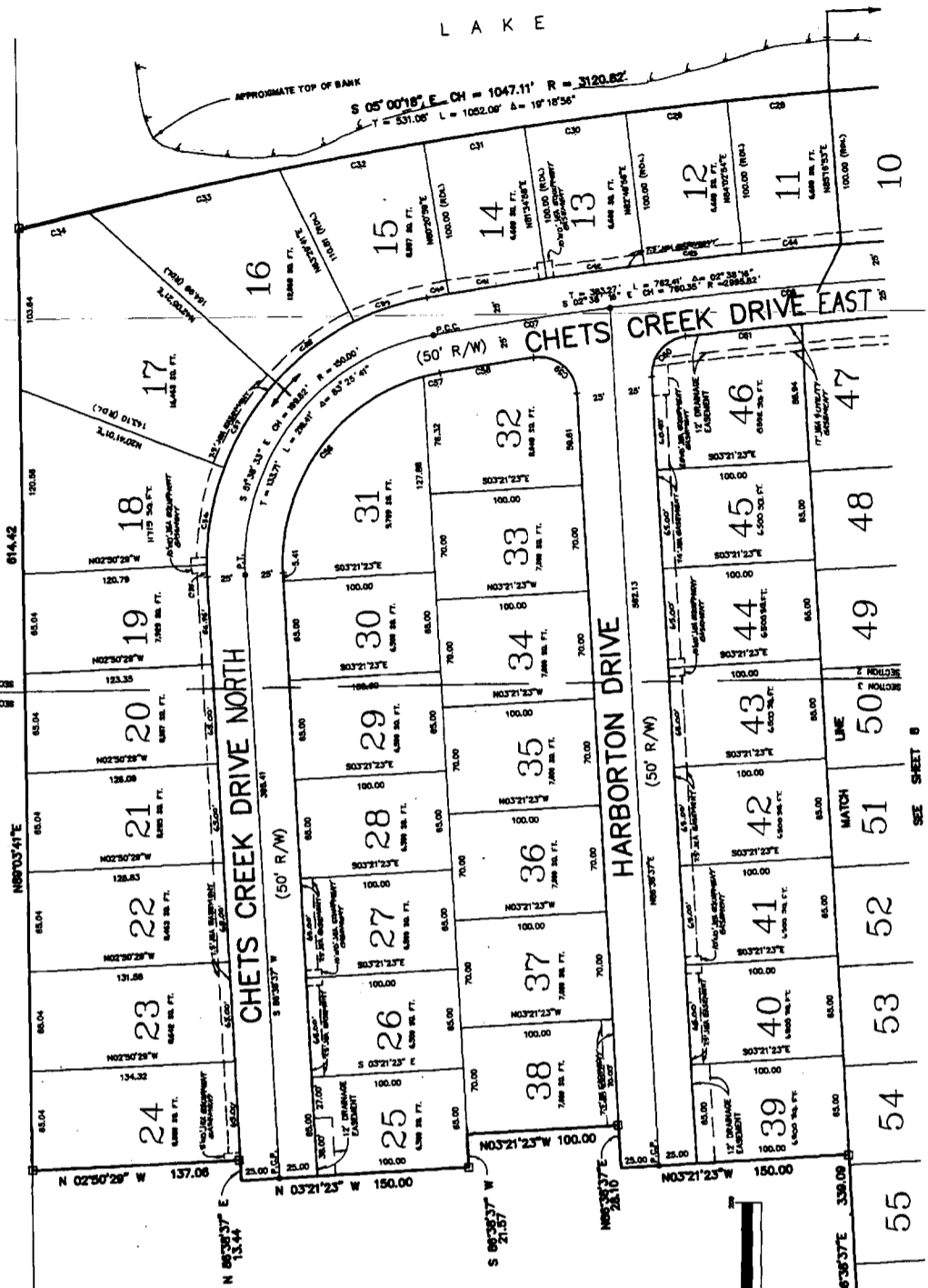
SHEET 9 OF 12 SHEETS
SEE SHEET 2 FOR GENERAL NOTES AND LEGEND

JACKSONVILLE GOLF AND COUNTRY CLUB
(O.R.V. 6356, P.L. 2286)

JACKSONVILLE GOLF AND COUNTRY CLUB
(O.R.V. 6356, P.L. 2286)

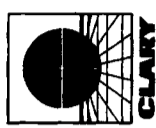
A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH,
RANGE 28 EAST

A PORTION OF SECTION 3, TOWNSHIP 3 SOUTH,
RANGE 28 EAST



CURVE TABLE

LINE	BEARING	DISTANCE	AREA
1	N 02°50'28" W	137.06	100.00
2	S 89°36'37" E	13.44	100.00
3	N 03°21'23" W	150.00	100.00
4	S 05°00'18" E	1047.11	100.00
5	N 03°21'23" W	150.00	100.00
6	S 89°36'37" E	13.44	100.00
7	N 02°50'28" W	137.06	100.00
8	S 89°36'37" E	13.44	100.00
9	N 03°21'23" W	150.00	100.00
10	S 05°00'18" E	1047.11	100.00
11	N 03°21'23" W	150.00	100.00
12	S 89°36'37" E	13.44	100.00
13	N 02°50'28" W	137.06	100.00
14	S 89°36'37" E	13.44	100.00
15	N 03°21'23" W	150.00	100.00
16	S 05°00'18" E	1047.11	100.00
17	N 03°21'23" W	150.00	100.00
18	S 89°36'37" E	13.44	100.00
19	N 02°50'28" W	137.06	100.00
20	S 89°36'37" E	13.44	100.00
21	N 03°21'23" W	150.00	100.00
22	S 05°00'18" E	1047.11	100.00
23	N 03°21'23" W	150.00	100.00
24	S 89°36'37" E	13.44	100.00
25	N 02°50'28" W	137.06	100.00
26	S 89°36'37" E	13.44	100.00
27	N 03°21'23" W	150.00	100.00
28	S 05°00'18" E	1047.11	100.00
29	N 03°21'23" W	150.00	100.00
30	S 89°36'37" E	13.44	100.00
31	N 02°50'28" W	137.06	100.00
32	S 89°36'37" E	13.44	100.00
33	N 03°21'23" W	150.00	100.00
34	S 05°00'18" E	1047.11	100.00
35	N 03°21'23" W	150.00	100.00
36	S 89°36'37" E	13.44	100.00
37	N 02°50'28" W	137.06	100.00
38	S 89°36'37" E	13.44	100.00
39	N 03°21'23" W	150.00	100.00
40	S 05°00'18" E	1047.11	100.00
41	N 03°21'23" W	150.00	100.00
42	S 89°36'37" E	13.44	100.00
43	N 02°50'28" W	137.06	100.00
44	S 89°36'37" E	13.44	100.00
45	N 03°21'23" W	150.00	100.00
46	S 05°00'18" E	1047.11	100.00
47	N 03°21'23" W	150.00	100.00
48	S 89°36'37" E	13.44	100.00
49	N 02°50'28" W	137.06	100.00
50	S 89°36'37" E	13.44	100.00
51	N 03°21'23" W	150.00	100.00
52	S 05°00'18" E	1047.11	100.00
53	N 03°21'23" W	150.00	100.00
54	S 89°36'37" E	13.44	100.00
55	N 02°50'28" W	137.06	100.00



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PLAT BOOK 49 PAGE 4J

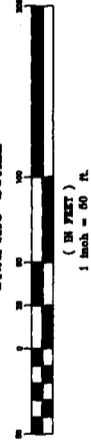
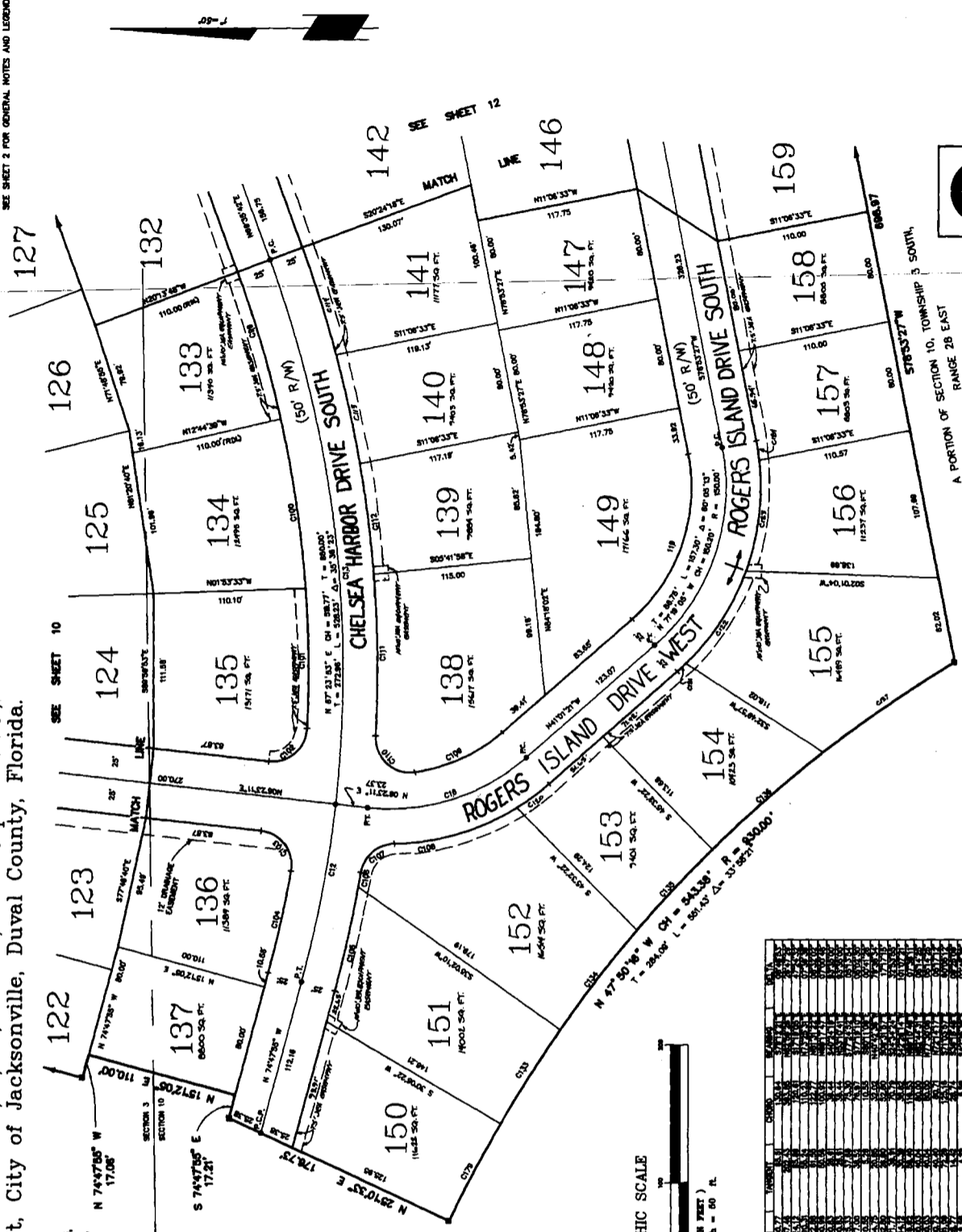
SHEET 11 OF 12 SHEETS
SEE SHEET 2 FOR GENERAL NOTES AND LEGEND

Johns Creek Unit One

A Portion of Sections 2, 3, 10, and 11, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.

A PORTION OF SECTION 3,
TOWNSHIP 3 SOUTH,
RANGE 28 EAST

A PORTION OF SECTION 10, TOWNSHIP 3 SOUTH,
RANGE 28 EAST



CURVE TABLE

LINE	CHORD	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
122	114.28	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
123	118.00	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
124	111.58	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
125	110.00	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
126	110.00	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
127	110.00	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
132	110.00	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
133	109.90	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
134	109.90	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
135	109.71	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
136	113.89	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
137	8.600	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
138	109.47	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
139	109.47	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
140	109.47	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
141	109.47	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
142	109.47	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
143	109.47	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
144	109.47	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
145	109.47	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
146	109.47	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
147	109.47	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
148	109.47	N 74° 47' 50" W	17.08	S 74° 47' 50" E	17.21	N 19° 27' 05" E	110.00	N 19° 27' 05" E	110.00
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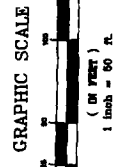
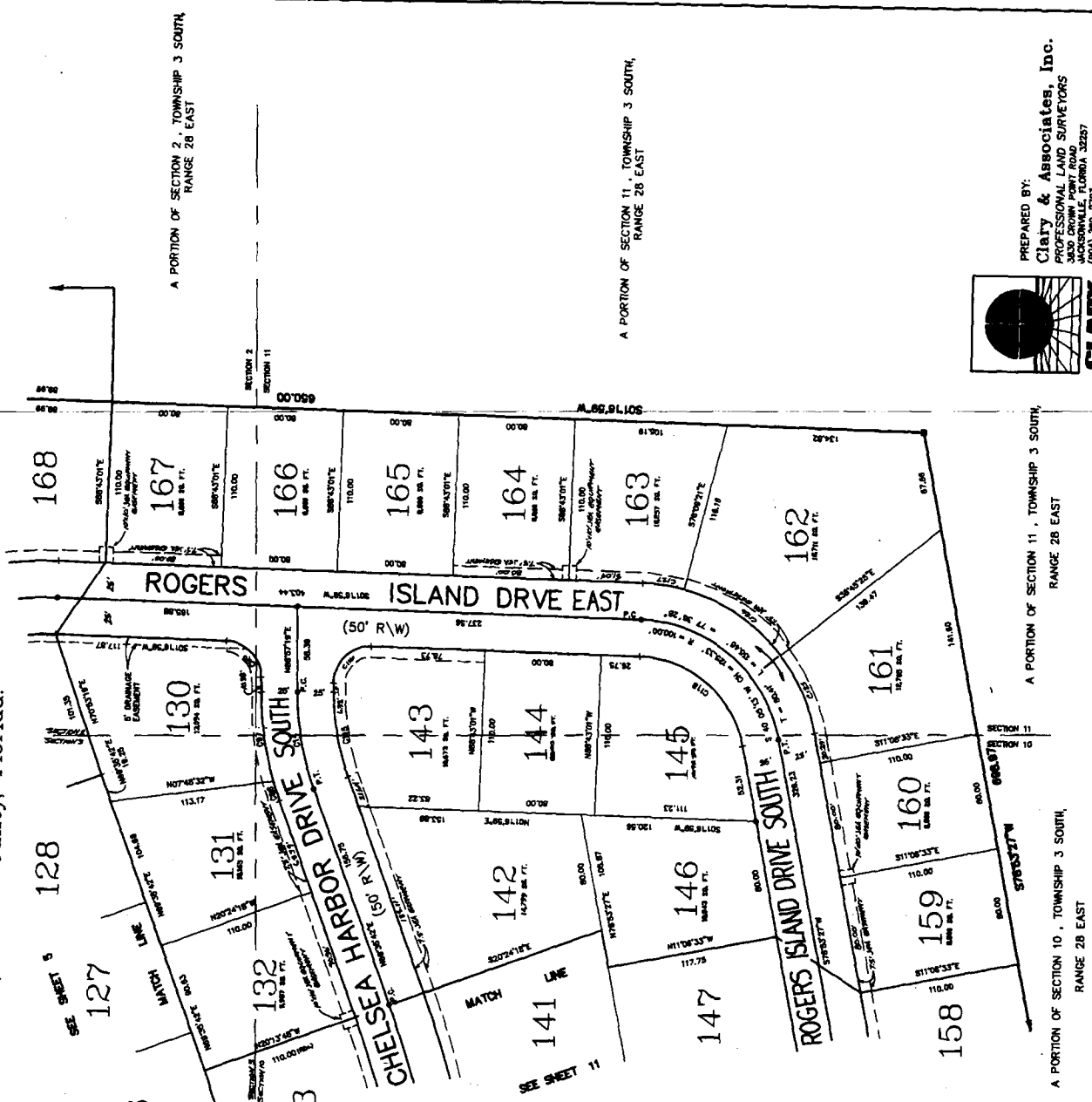


PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
1000 UNIVERSITY BLVD., SUITE 100
JACKSONVILLE, FLORIDA 32207
(904) 240-2703

SHEET 12 OF 12 SHEETS
SEE SHEET 2 FOR GENERAL NOTES AND LEGEND

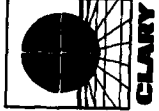
Johns Creek Creek Unit One

A Portion of Sections 2, 3, 10, and 11, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.



CURVE TABLE

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	STATION
1+00.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+00.00
1+05.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+05.00
1+10.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+10.00
1+15.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+15.00
1+20.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+20.00
1+25.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+25.00
1+30.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+30.00
1+35.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+35.00
1+40.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+40.00
1+45.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+45.00
1+50.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+50.00
1+55.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+55.00
1+60.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+60.00
1+65.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+65.00
1+70.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+70.00
1+75.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+75.00
1+80.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+80.00
1+85.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+85.00
1+90.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+90.00
1+95.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	1+95.00
2+00.00	N 00° 00' 00" W	100.00	S 00° 00' 00" E	2+00.00



PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 JACKSONVILLE, FLORIDA 32207
 (904) 360-2703

A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH,
 RANGE 28 EAST

A PORTION OF SECTION 10, TOWNSHIP 3 SOUTH,
 RANGE 28 EAST

Johns Creek Unit Two

A Portion of Sections 3 and 10, Township 3 South, Range 28 East, City of Jacksonville, Duval County, Florida.

CAUTION
A portion of Section 3 and 10, Township 3 South, Range 28 East, City of Jacksonville, Duval County, Florida, being more particularly described as follows:
...at the northeast corner of Lot 24, of Johns Creek Unit One, as recorded ...
...containing 31.22 acres, more or less.

RECORDS & EVIDENCE
This is to certify that the above plat has been approved by the City Council of the City of Jacksonville, Florida, on this 24th day of March, A.D., 1946.
Signed this 24th day of March, A.D., 1946
Alonzo Cook, Mayor
City of Jacksonville

RECORDS & EVIDENCE
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City of Jacksonville

SEE SHEET 2 FOR GENERAL NOTES & LEGEND

STATE OF FLORIDA)
COUNTY OF DUVAL)
The foregoing instrument was acknowledged before me this 24th day of February, A.D., 1946, by John C. Hill, President of Johns Creek II, Inc., a Florida corporation, and by the undersigned, who is probably known to me and is not a party to the same.

STATE OF FLORIDA)
COUNTY OF DUVAL)
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PREPARED BY:
CLARITY & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3430 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
(904) 280-7705

CLARITY

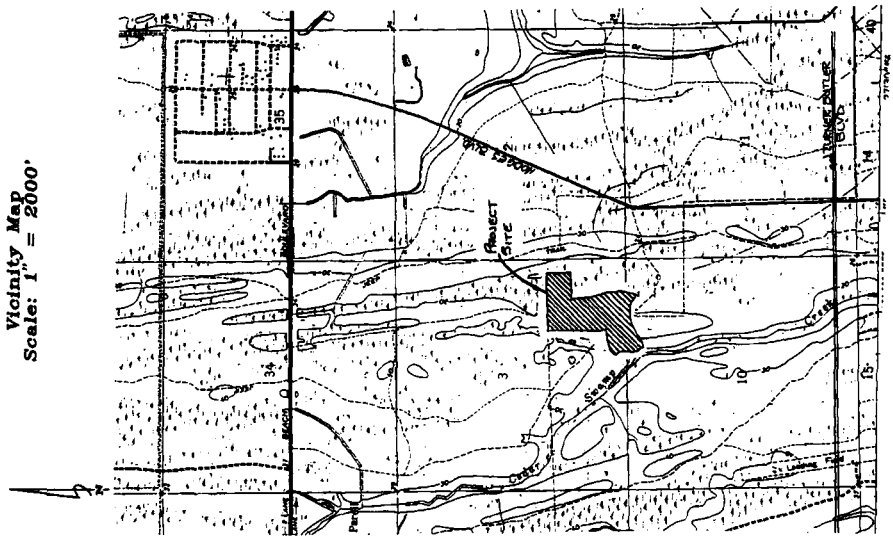
Johns Creek Unit Two

A Portion of Sections 3 and 10, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 50 PAGE 37A

SHEET 2 OF 9 SHEETS
187 LOTS IN THIS UNIT

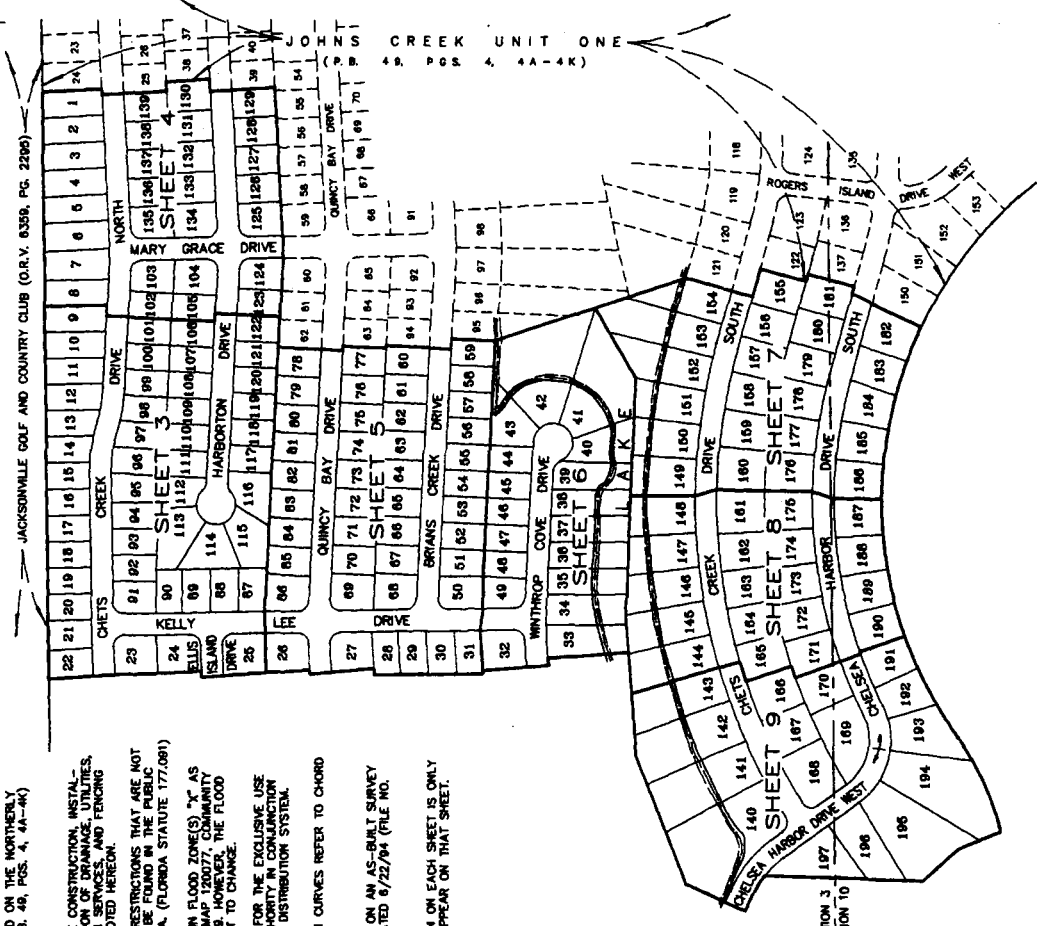
Vicinity Map
Scale: 1" = 2000'



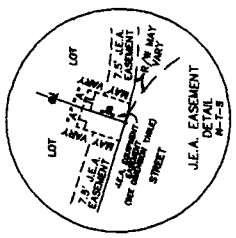
General Notes

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY LINE OF JOHNS CREEK UNIT ONE (P.B. 40, PGS. 4, 1A-4K) AS S 89°34'1" W.
- EASEMENTS SHOWN HEREON ARE THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF DRAINAGE, UTILITIES, SANITARY SEWERS, CABLE TELEVISION SERVICES, AND FENCING MAINTENANCE, UNLESS OTHERWISE NOTED HEREON.
- NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. (FLORIDA STATUTE 177.081)
- THE LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE(S) "X" AS SHOWN ON FLOOD INSURANCE RATE MAP 120077, COMMUNITY FLOOD INSURANCE PLAN NO. 120077, WHICH MAY BE OBTAINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY. FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
- CERTAIN EASEMENTS ARE RESERVED FOR THE EXCLUSIVE USE BY THE JACKSONVILLE ELECTRIC AUTHORITY IN CONNECTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.
- BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.
- THE LAKE SHOWN HEREON IS BASED ON AN AS-BUILT SURVEY BY CLARY AND ASSOCIATES, INC. DATED 8/22/94 (FILE NO. SP-1377A).
- THE TABULATED CURVE TABLE SHOWN ON EACH SHEET IS ONLY APPLICABLE TO THE CURVES THAT APPEAR ON THAT SHEET.

Key Map
Scale: 1" = 200'

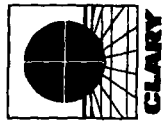
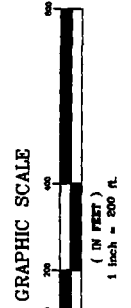


- Legend**
- R/W
 - BRL
 - O
 - PC
 - PT
 - ORV
 - MB
 - AB
 - PC(S)
 - ESMT
 - L
 - P
 - CH
 - AP
 - D
 - C4
 - PRC
 - PCC
 - RDL
- RIGHT-OF-WAY
 - BUILDING RESTRICTION LINE
 - PERMANENT CONTROL POINT
 - POINT OF CURVATURE
 - POINT OF TANGENCY
 - OFFICIAL RECORDS VOLUME
 - MAP BOOK
 - EASEMENT
 - ARC LENGTH
 - TANGENT
 - CHORD
 - DELTA
 - RADIUS POINT
 - PERMANENT REFERENCE MONUMENT
 - STANDARD CURVE
 - CHANGE IN STREET NAME
 - TABULATED CURVE DATA
 - POINT OF REVERSE CURVE
 - POINT OF COMPOUND CURVE
 - RADIAL LINE



DIMENSIONAL TABLE

1/4"	1/8"	1/16"	1/32"	1/64"
1/8"	1/16"	1/32"	1/64"	1/128"
1/16"	1/32"	1/64"	1/128"	1/256"
1/32"	1/64"	1/128"	1/256"	1/512"
1/64"	1/128"	1/256"	1/512"	1/1024"

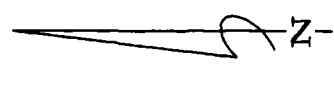


PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
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(904) 280-2703

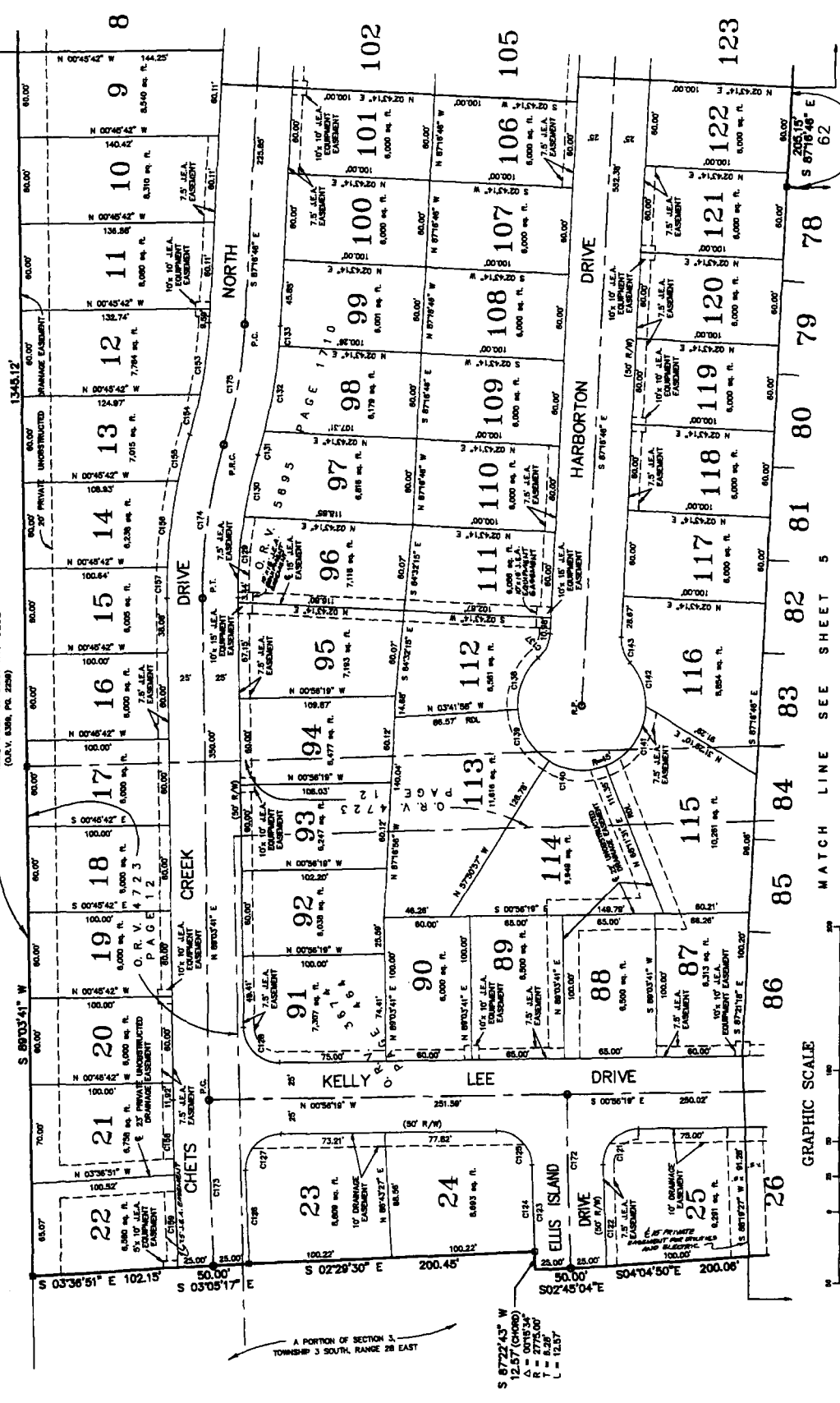
Johns Creek Unit Two

A Portion of Sections 3 and 10, Township 3 South, Range 28 East, City of Jacksonville, Duval County, Florida.

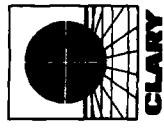
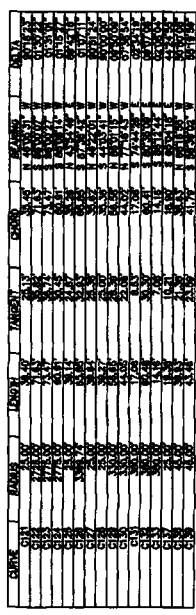
SHEET 3 OF 9 SHEETS
SEE SHEET 2 FOR GENERAL NOTES & LEGEND



MATCH LINE SEE SHEET 4



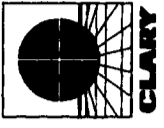
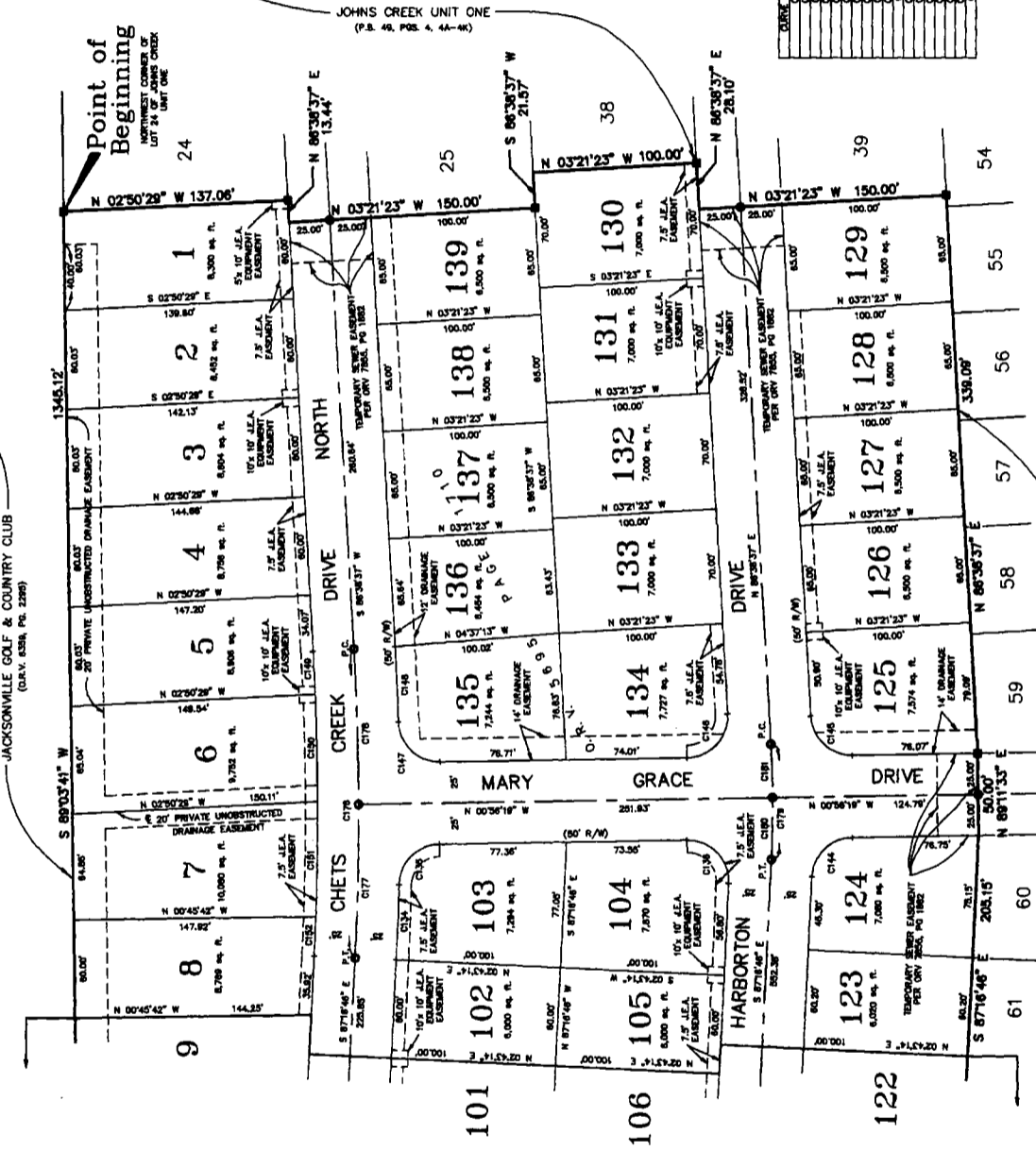
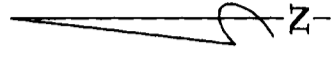
MATCH LINE SEE SHEET 5



PREPARED BY:
CLARY & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3830 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 280-2703

Johns Creek Unit Two

A Portion of Sections 3 and 10, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.

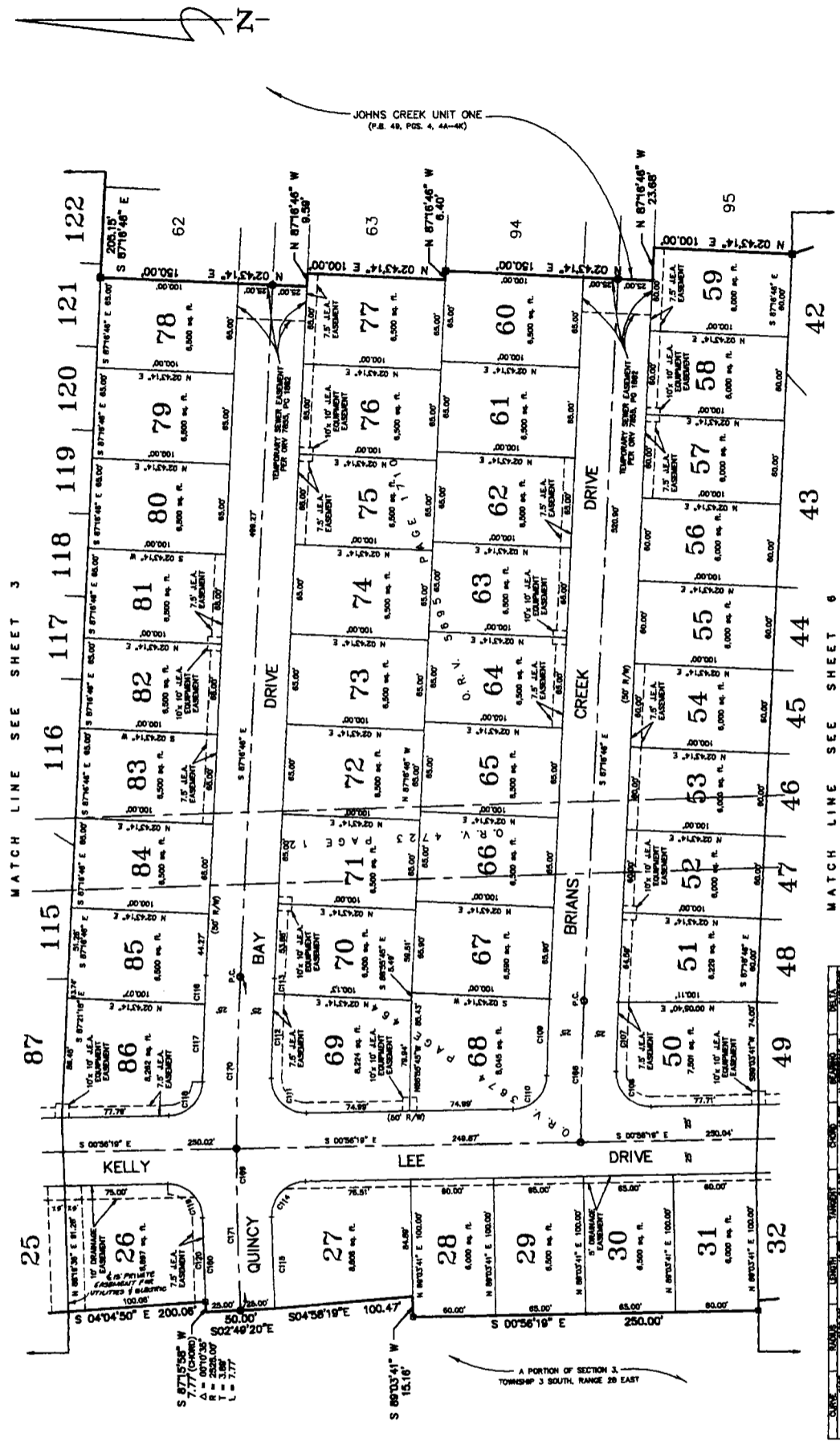


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3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703

SHEET 5 OF 9 SHEETS
SEE SHEET 2 FOR GENERAL NOTES & LEGEND

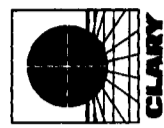
Johns Creek Unit Two

A Portion of Sections 3 and 10, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.

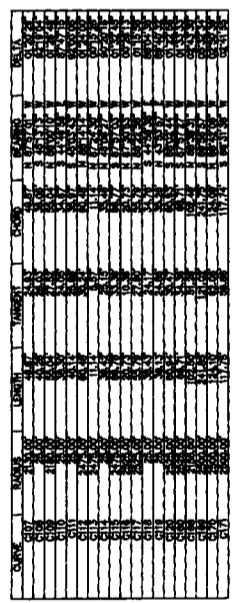


MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 6



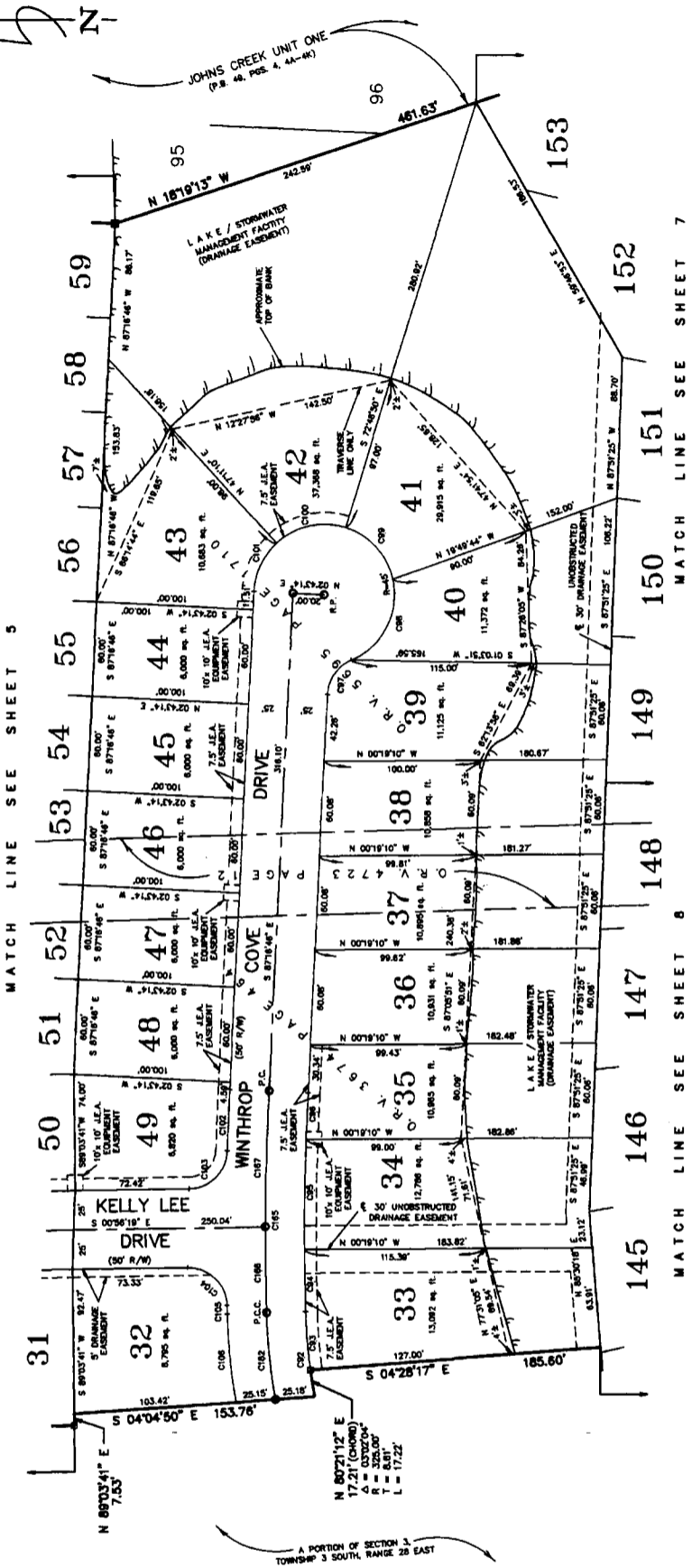
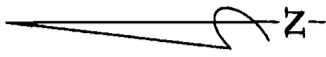
PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 JACKSONVILLE, FLORIDA 32207
 (904) 260-2700



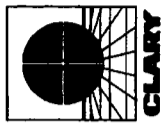
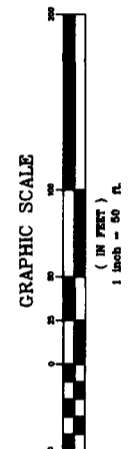
SHEET 6 OF 9 SHEETS
SEE SHEET 2 FOR GENERAL NOTES & LEGEND

Johns Creek Unit Two

A Portion of Sections 3 and 10, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.



CURVE	BEARING	LENGTH	CHORD	AREA	PERCENT
C1	N 89°03'41" E	82.47	82.47	0.00	0.00
C2	S 04°04'50" E	153.76	153.76	0.00	0.00
C3	N 80°28'10" E	17.21	17.21	0.00	0.00
C4	S 03°02'04" E	326.00	326.00	0.00	0.00
C5	N 87°16'46" E	84.17	84.17	0.00	0.00
C6	S 87°16'46" E	84.17	84.17	0.00	0.00
C7	N 87°16'46" E	84.17	84.17	0.00	0.00
C8	S 87°16'46" E	84.17	84.17	0.00	0.00
C9	N 87°16'46" E	84.17	84.17	0.00	0.00
C10	S 87°16'46" E	84.17	84.17	0.00	0.00
C11	N 87°16'46" E	84.17	84.17	0.00	0.00
C12	S 87°16'46" E	84.17	84.17	0.00	0.00
C13	N 87°16'46" E	84.17	84.17	0.00	0.00
C14	S 87°16'46" E	84.17	84.17	0.00	0.00
C15	N 87°16'46" E	84.17	84.17	0.00	0.00
C16	S 87°16'46" E	84.17	84.17	0.00	0.00
C17	N 87°16'46" E	84.17	84.17	0.00	0.00
C18	S 87°16'46" E	84.17	84.17	0.00	0.00
C19	N 87°16'46" E	84.17	84.17	0.00	0.00
C20	S 87°16'46" E	84.17	84.17	0.00	0.00
C21	N 87°16'46" E	84.17	84.17	0.00	0.00
C22	S 87°16'46" E	84.17	84.17	0.00	0.00
C23	N 87°16'46" E	84.17	84.17	0.00	0.00
C24	S 87°16'46" E	84.17	84.17	0.00	0.00
C25	N 87°16'46" E	84.17	84.17	0.00	0.00
C26	S 87°16'46" E	84.17	84.17	0.00	0.00
C27	N 87°16'46" E	84.17	84.17	0.00	0.00
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C47	N 87°16'46" E	84.17	84.17	0.00	0.00
C48	S 87°16'46" E	84.17	84.17	0.00	0.00
C49	N 87°16'46" E	84.17	84.17	0.00	0.00
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C59	N 87°16'46" E	84.17	84.17	0.00	0.00
C60	S 87°16'46" E	84.17	84.17	0.00	0.00



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MATCH LINE SEE SHEET 7

MATCH LINE SEE SHEET 8

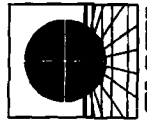
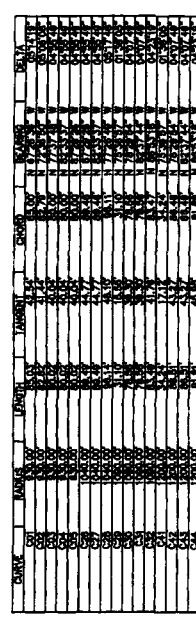
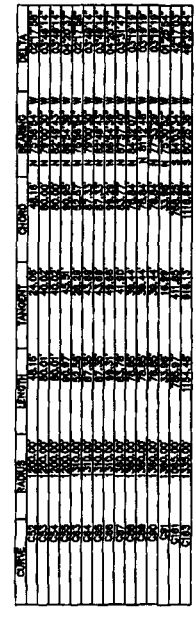
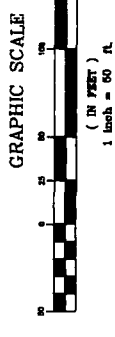
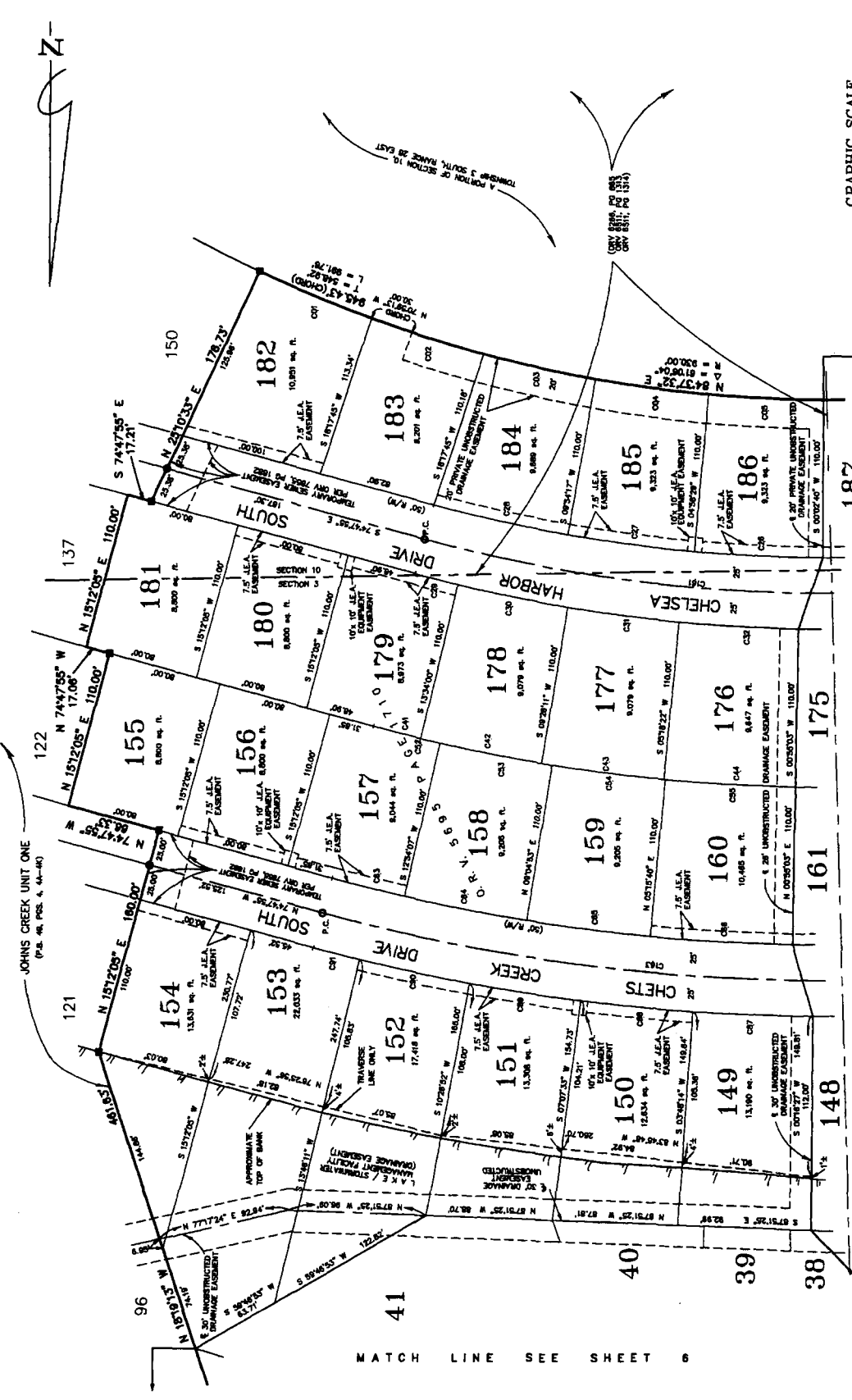
A PORTION OF SECTION 3,
TOWNSHIP 3 SOUTH, RANGE 28 EAST

Johns Creek Unit Two

A Portion of Sections 3 and 10, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 50 PAGE 37F

SHEET 7 OF 9 SHEETS
SEE SHEET 2 FOR GENERAL NOTES & LEGEND

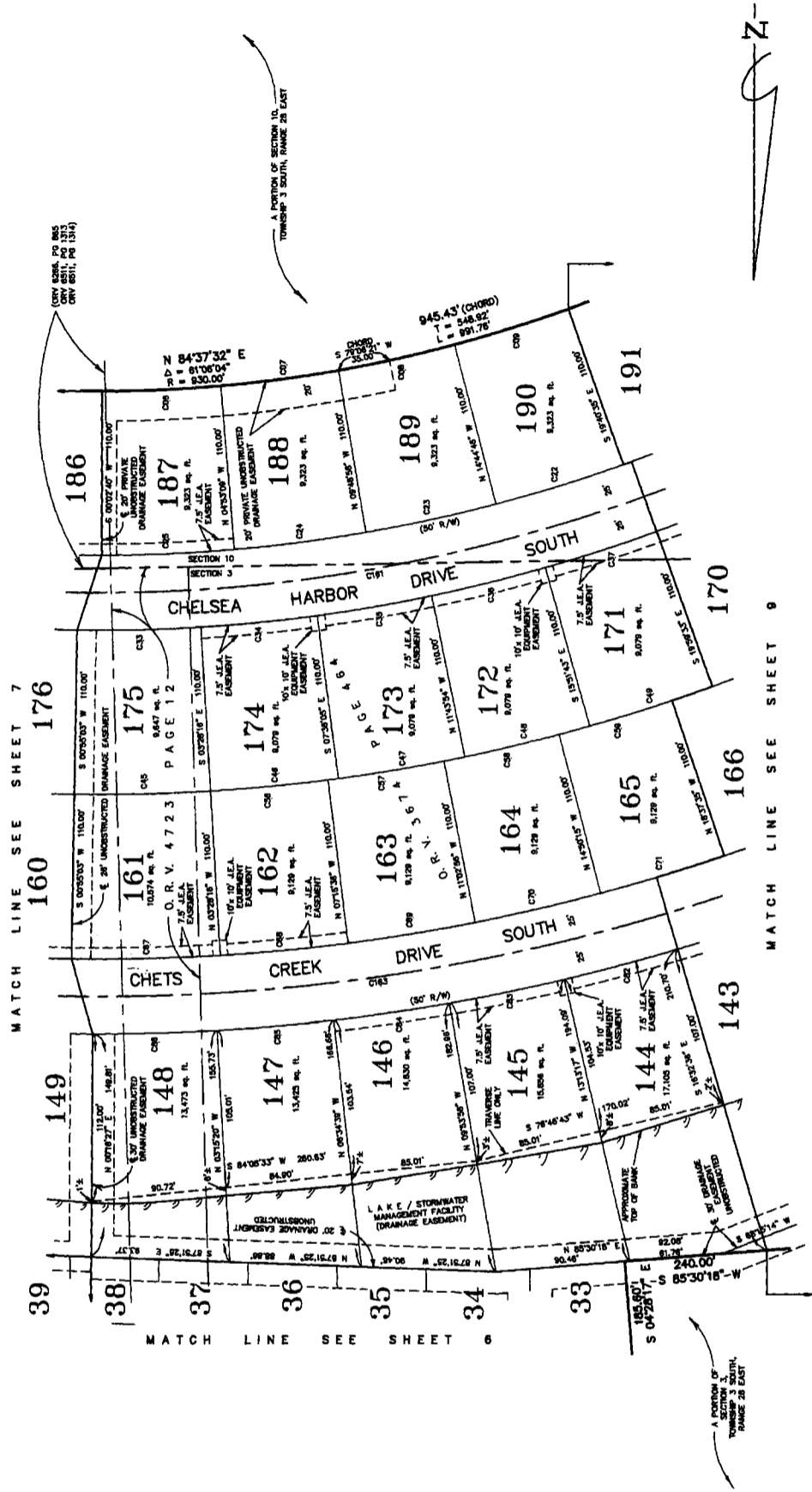


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3830 CROWN POINT ROAD
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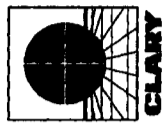
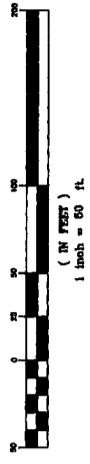
SHEET 8 OF 9 SHEETS
SEE SHEET 2 FOR GENERAL NOTES & LEGEND

Johns Creek Unit Two

A Portion of Sections 3 and 10, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.



GRAPHIC SCALE



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 JACKSONVILLE, FLORIDA 32257
 (904) 260-2763

143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

MATCH LINE SEE SHEET 9

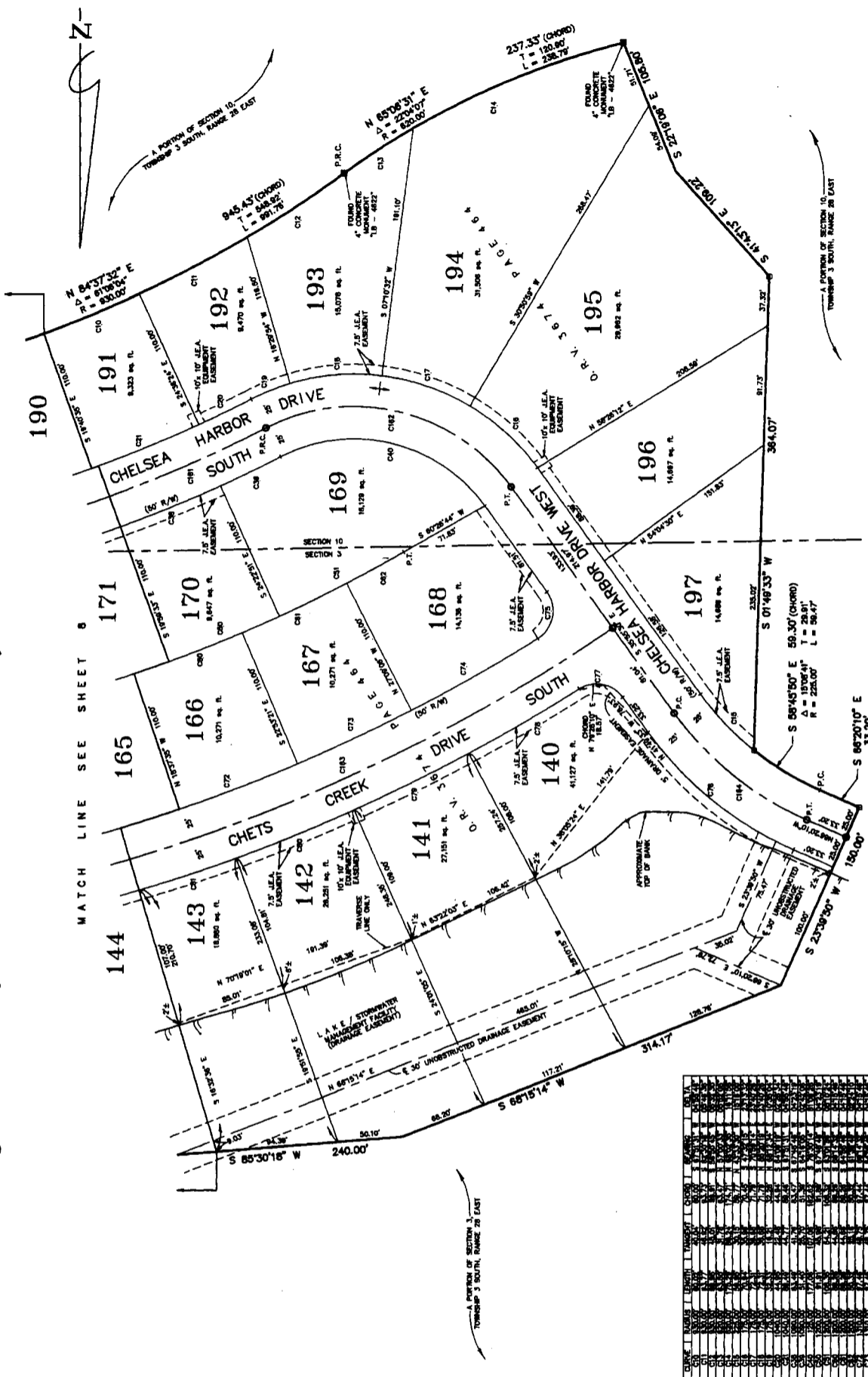
MATCH LINE SEE SHEET 6

PLAT BOOK 50 PAGE 37H

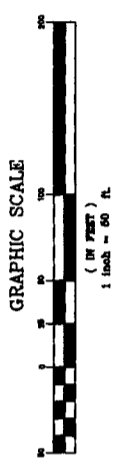
Johns Creek Unit Two

A Portion of Sections 3 and 10, Township 3 South, Range 28 East, City of Jacksonville, Duval County, Florida.

SHEET 9 OF 9 SHEETS
SEE SHEET 2 FOR GENERAL NOTES & LEGEND



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 3830 CROWN POINT ROAD
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 (904) 280-2700

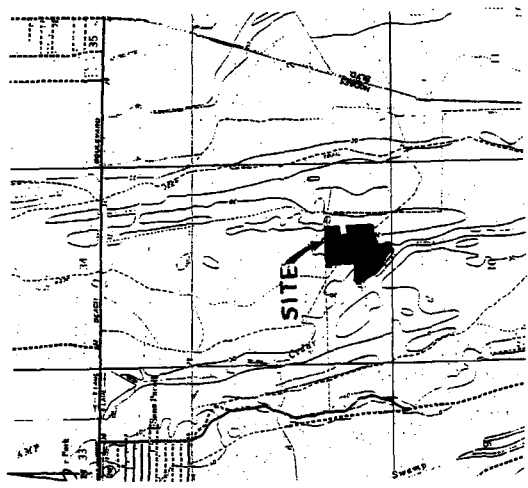


Johns Creek Unit Three

A Portion of Sections 3, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.

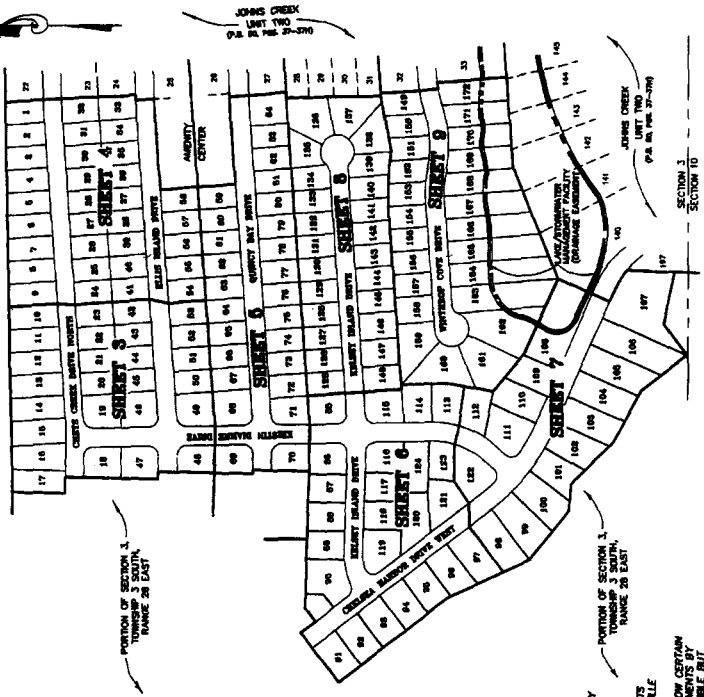
SHEET 2 OF 9 SHEETS
172 - LOTS IN THIS UNIT

Vicinity Map
Scale: 1" = 2000'



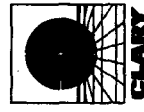
General Notes

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY LINE OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 28 EAST, AS SHOWN ON PLATS P.O.S. 4, 44-46.
- NOTES: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED HEREON. THE CITY OF JACKSONVILLE HAS PUBLIC RECORDS OF THIS COUNTY, (FLORIDA STATUTE 177.097).
- THE LANDS SHOWN HEREON ARE WITHIN FLOOD ZONE "X", AS SHOWN ON THE FLOOD HAZARD MAPS. THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
- BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.
- THE TABULATED CURVE TABLE(S) SHOWN ON EACH SHEET IS APPLICABLE ONLY TO THE CURVES THAT APPEAR ON THAT SHEET.
- THE LINE SHOWN HEREON IS SWAGED ON AN AS-BUILT SURVEY BY CLARY & ASSOCIATES, INC. DATED 6-25-84, (FILE NO. 31-1377A).
- EASEMENTS SHOWN HEREON ARE FOR DRAINAGE, UTILITIES, AND ACCESS, UNLESS OTHERWISE NOTED HEREON.
- ALL DRAINAGE EASEMENTS ARE UNOBTAINED UNLESS OTHERWISE NOTED HEREON.
- THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNOBTAINED EASEMENTS SHALL REMAIN TOTALLY UNOBTAINED BY ANY PROMANENT IMPROVEMENTS WHICH MAY BE MADE BY THE CITY OF JACKSONVILLE. THE INSTALLATION OF FENCES, REDESIGN, AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL BY THE CITY AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND/OR REPLACEMENT OF SUCH ITEMS.
- THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNOBTAINED/ACCESS EASEMENTS SHALL REMAIN TOTALLY UNOBTAINED BY ANY IMPROVEMENTS THAT MAY BE MADE. THE USE AND ACCESS OF SAID EASEMENT BY THE CITY OF JACKSONVILLE.
- ALL PLATED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
- CERTAIN EASEMENTS ARE RESERVED FOR THE JACKSONVILLE ELECTRIC AUTHORITY SYSTEMS IN CONJUNCTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.
- "J.E.A." DENOTES JACKSONVILLE ELECTRIC AUTHORITY EASEMENT. THESE EASEMENTS SHALL REMAIN TOTALLY UNOBTAINED BY ANY IMPROVEMENTS THAT MAY BE MADE. THE USE AND ACCESS OF SAID EASEMENT BY THE CITY OF JACKSONVILLE.
- "J.E.A." DENOTES JACKSONVILLE ELECTRIC AUTHORITY EASEMENT. J.E.A. WILL ALLOW CERTAIN NON-PERMANENT IMPROVEMENTS WHICH DO NOT IMPERE THE USE OF SAID EASEMENTS BY THE J.E.A. THE INSTALLATION OF FENCES, REDESIGN, AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL AND REPLACEMENT OF SUCH ITEMS AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND FOR REPLACEMENT OF SUCH ITEMS.



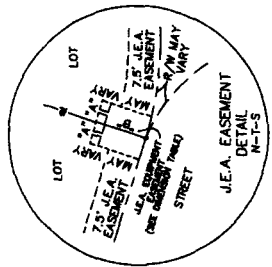
Legend

- R/W RIGHT-OF-WAY
- BL BUILDING RESTRICTION LINE
- ST STAMPED P.L.S. # 43177
- PT POINT OF CURVATURE
- CRV CURVE
- PR (S) PLAT RECORDS VOLUME
- PL PLAT BOOK
- E EASEMENT
- A ARC
- R RADIUS
- CH CHORD
- DP DELTA POINT
- B B
- STAMPED P.L.S. # 43177
- PC POINT OF COMPOUND CURVE DATA
- PCD POINT OF COMPOUND CURVE
- J.E.A. JACKSONVILLE ELECTRIC AUTHORITY



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PROFESSIONAL LAND SURVEYORS
1000 UNIVERSITY BLVD.
JACKSONVILLE, FLORIDA 32207
(904) 240-3763

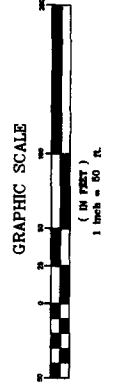
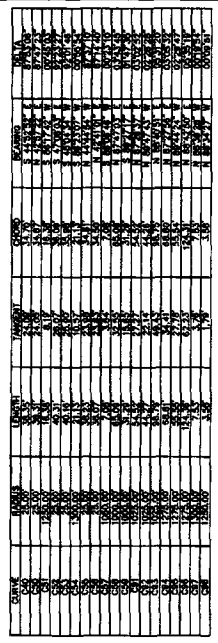
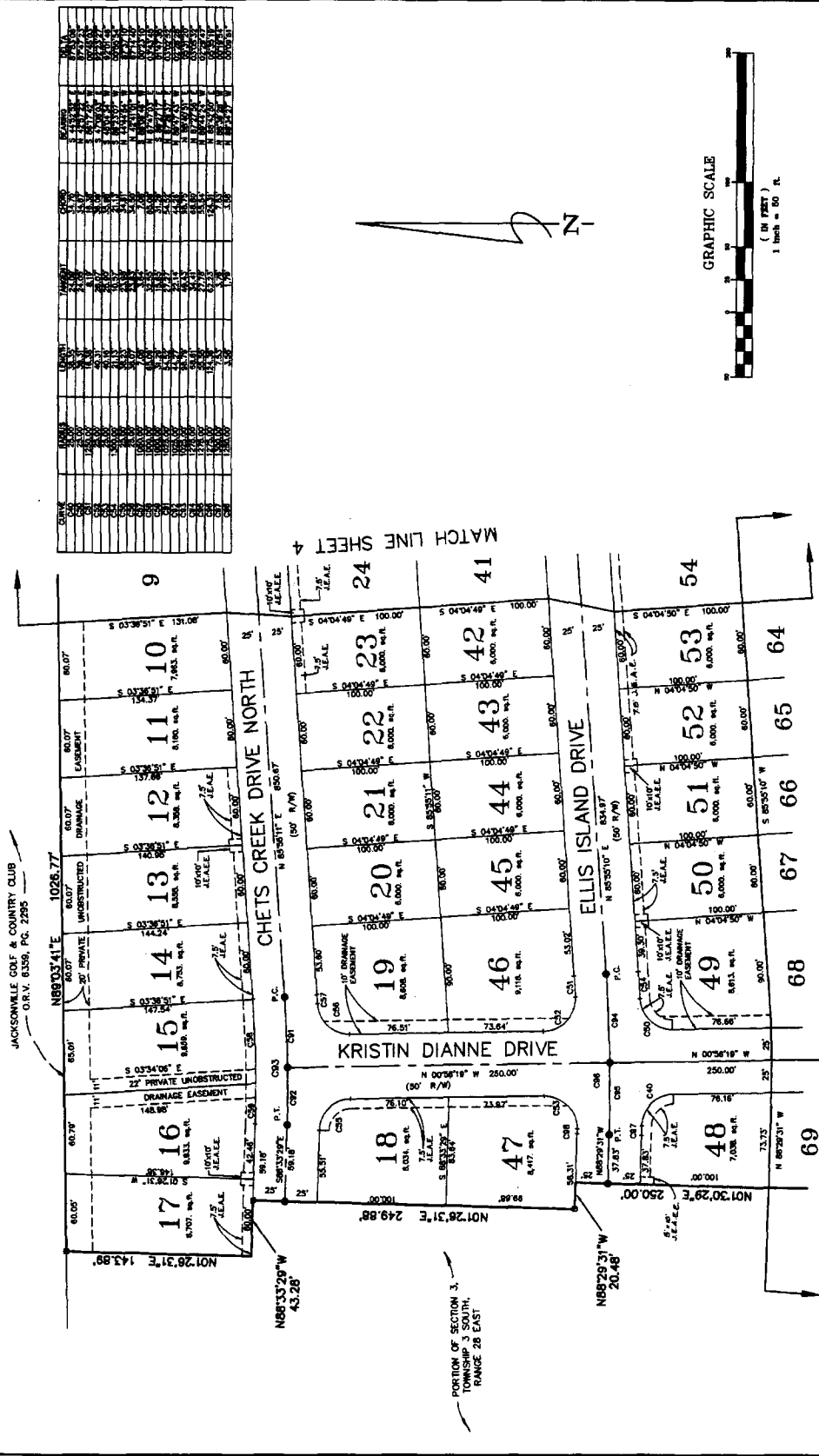
DIMENSION TABLE	
A	5' TYPICAL 10' X 10' J.E.A. EQUIPMENT EASEMENT
B	10' TYPICAL 10' X 15' J.E.A. EQUIPMENT EASEMENT
C	10' TYPICAL 15' X 15' J.E.A. EQUIPMENT EASEMENT
A	7.5' TYPICAL 15' X 15' J.E.A. EQUIPMENT EASEMENT
B	15' TYPICAL 10' X 15' J.E.A. EQUIPMENT EASEMENT
A	10' TYPICAL 20' X 15' J.E.A. EQUIPMENT EASEMENT
B	15' TYPICAL EQUIPMENT EASEMENT



SHEET 3 OF 9 SHEETS
SEE SHEET 2 FOR GENERAL NOTES & LEGEND

Johns Creek Unit Three

A Portion of Section 3, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.



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PLANNING, ENGINEERING AND SURVEYORS
3300 EDSON ROAD, SUITE 400
JACKSONVILLE, FLORIDA 32217
(904) 260-1700

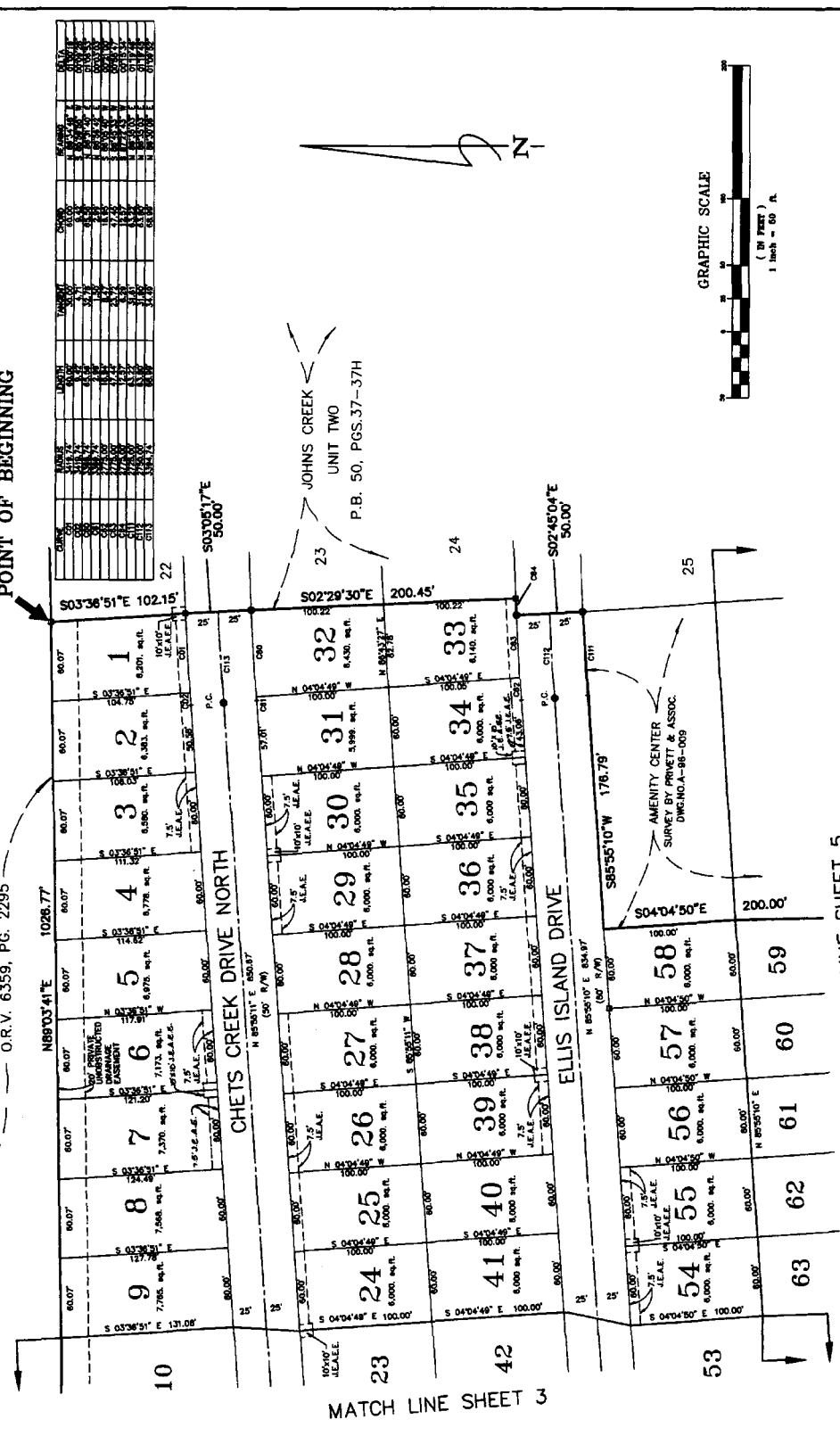
SHEET 4 OF 9 SHEETS
SEE SHEET 2 FOR GENERAL NOTES & LEGEND

Johns Creek Unit Three

A Portion of Sections 3, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.

JACKSONVILLE GOLF & COUNTRY CLUB
O.R.V. 6359, PG. 2295

POINT OF BEGINNING



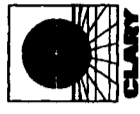
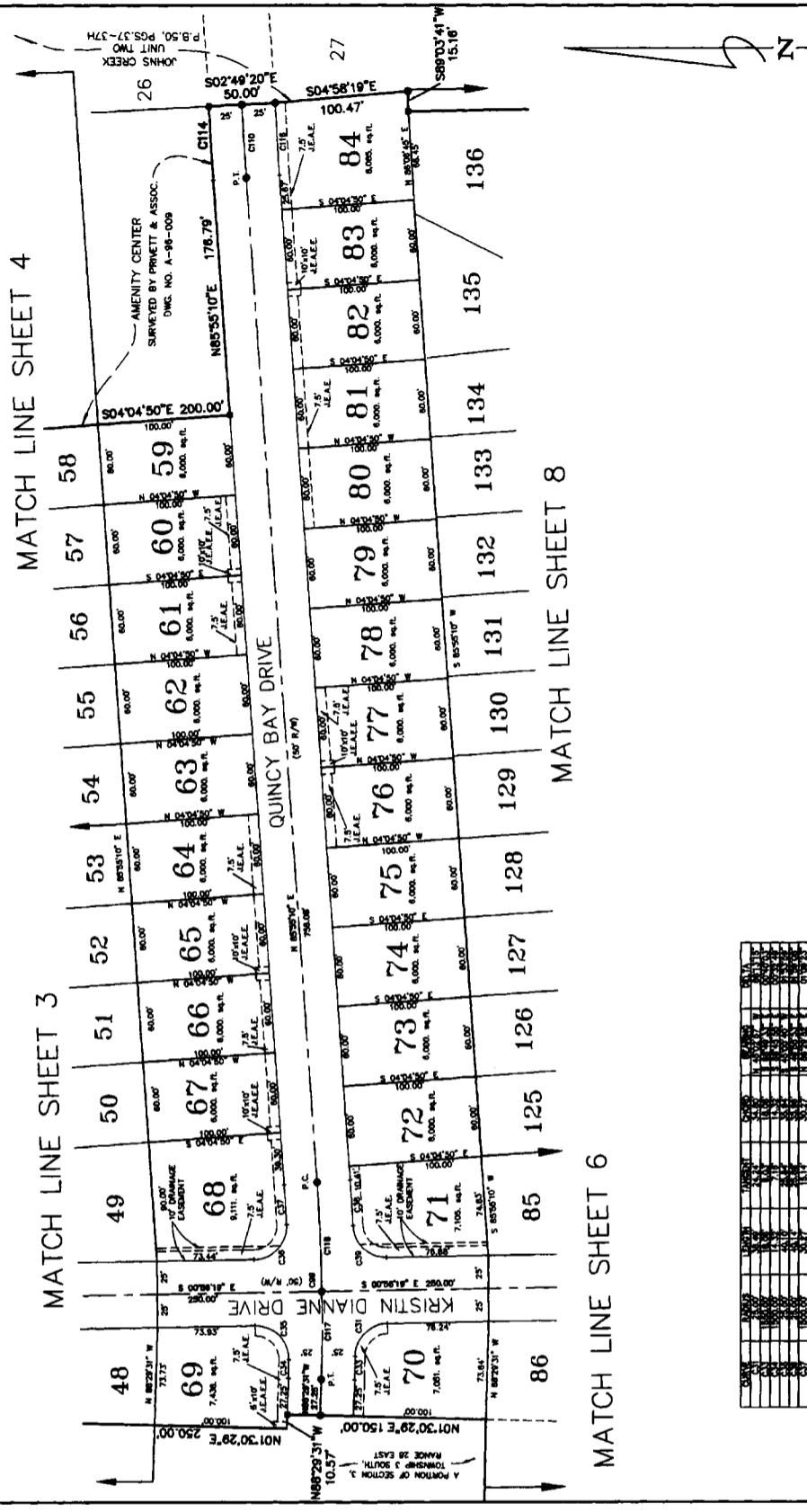
PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
100 W. UNIVERSITY BLVD., SUITE 200
JACKSONVILLE, FLORIDA 32207
(904) 240-3703

Johns Creek Unit Three

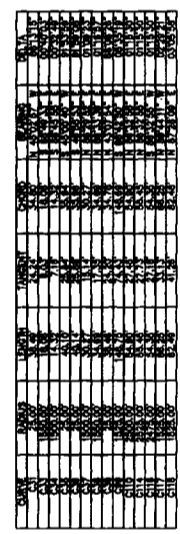
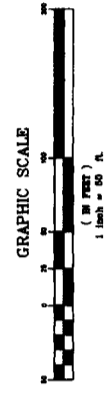
A Portion of Section 3, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 51 PAGE 730

SHEET 5 OF 9 SHEETS
SEE SHEET 7 FOR GENERAL NOTES & LEGEND



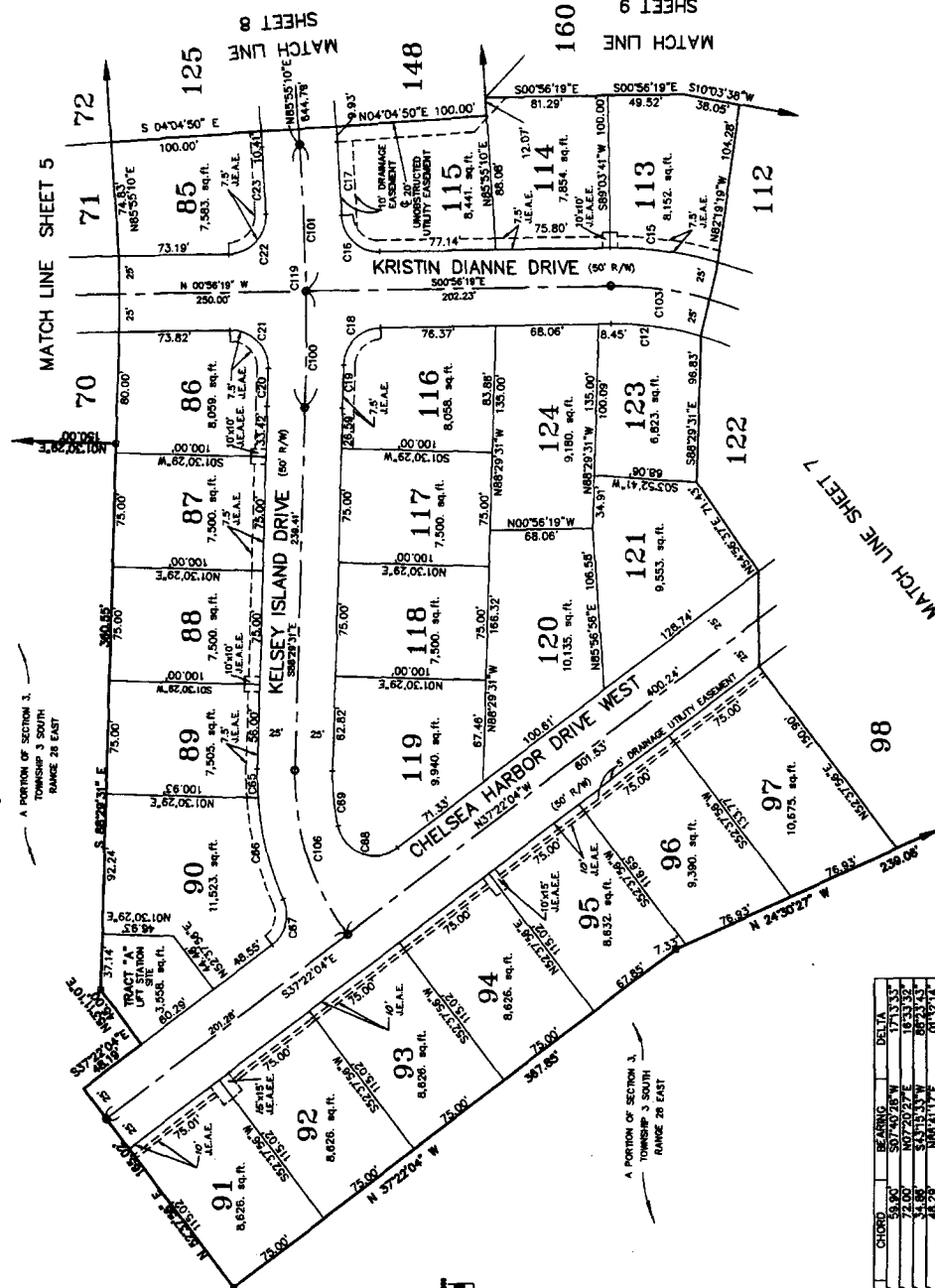
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 3830 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32217
 (904) 944-2700



Johns Creek Unit Three

A Portion of Section 3, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.

SHEET 6 OF 9 SHEETS
SEE SHEET 2 FOR GENERAL NOTES & LEGEND



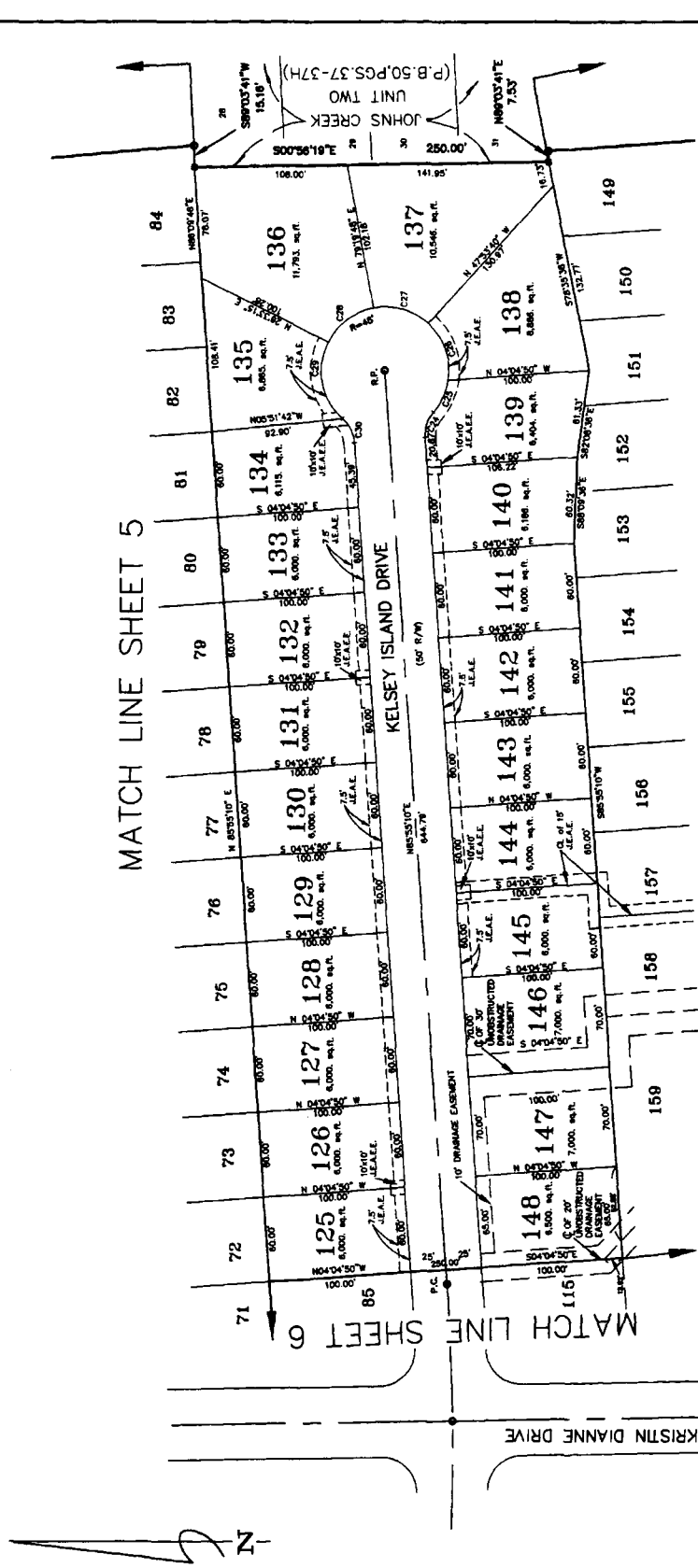
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PROFESSIONAL LAND SURVEYORS
3300 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-5700

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C12	200.00'	60.13'	50.29'	58.90'	S0°49'28"W	173.53°
C13	250.00'	74.95'	61.30'	72.00'	N07°20'27"E	183.33°
C14	160.00'	48.37'	39.11'	45.76'	S01°11'11"W	0169.74°
C15	180.00'	54.60'	44.34'	51.88'	S44°10'15"E	087.74°
C16	1800.00'	28.83'	14.32'	28.83'	N85°55'51"W	009.74°
C17	1750.00'	28.12'	13.95'	28.12'	S89°55'11"E	009.72°
C18	210.00'	63.98'	52.77'	63.98'	S44°32'24"E	0137.28°
C19	1750.00'	44.11'	21.70'	44.11'	N88°55'14"E	0128.59°
C20	185.59'	18.03'	8.92'	18.03'	N88°55'14"E	052.43°
C21	195.59'	68.86'	54.84'	68.86'	N75°18'59"E	201.19°
C22	330.00'	120.00'	95.19'	120.00'	S71°32'02"E	176.53°
C23	145.59'	58.84'	46.37'	58.84'	S84°18'04"W	142.21°
C24	175.00'	78.79'	61.70'	78.79'	N89°45'45"W	0128.43°
C25	175.00'	68.34'	48.18'	68.34'	S87°28'28"W	0306.35°
C26	330.00'	120.00'	95.19'	120.00'	S71°32'02"E	176.53°
C27	175.00'	120.00'	95.19'	120.00'	S71°32'02"E	176.53°
C28	175.00'	120.00'	95.19'	120.00'	S71°32'02"E	176.53°

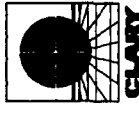
SHEET 8 OF 9 SHEETS
SEE SHEET 2 FOR GENERAL NOTES & LEGEND

Johns Creek Unit Three

A Portion of Section 3, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.



Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
125	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
126	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
127	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
128	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
129	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
130	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
131	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
132	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
133	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
134	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
135	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
136	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
137	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
138	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
139	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
140	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
141	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
142	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
143	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
144	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
145	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
146	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
147	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
148	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
149	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
150	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
151	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
152	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
153	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
154	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
155	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
156	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
157	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
158	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
159	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000



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JACKSONVILLE, FLORIDA 32217
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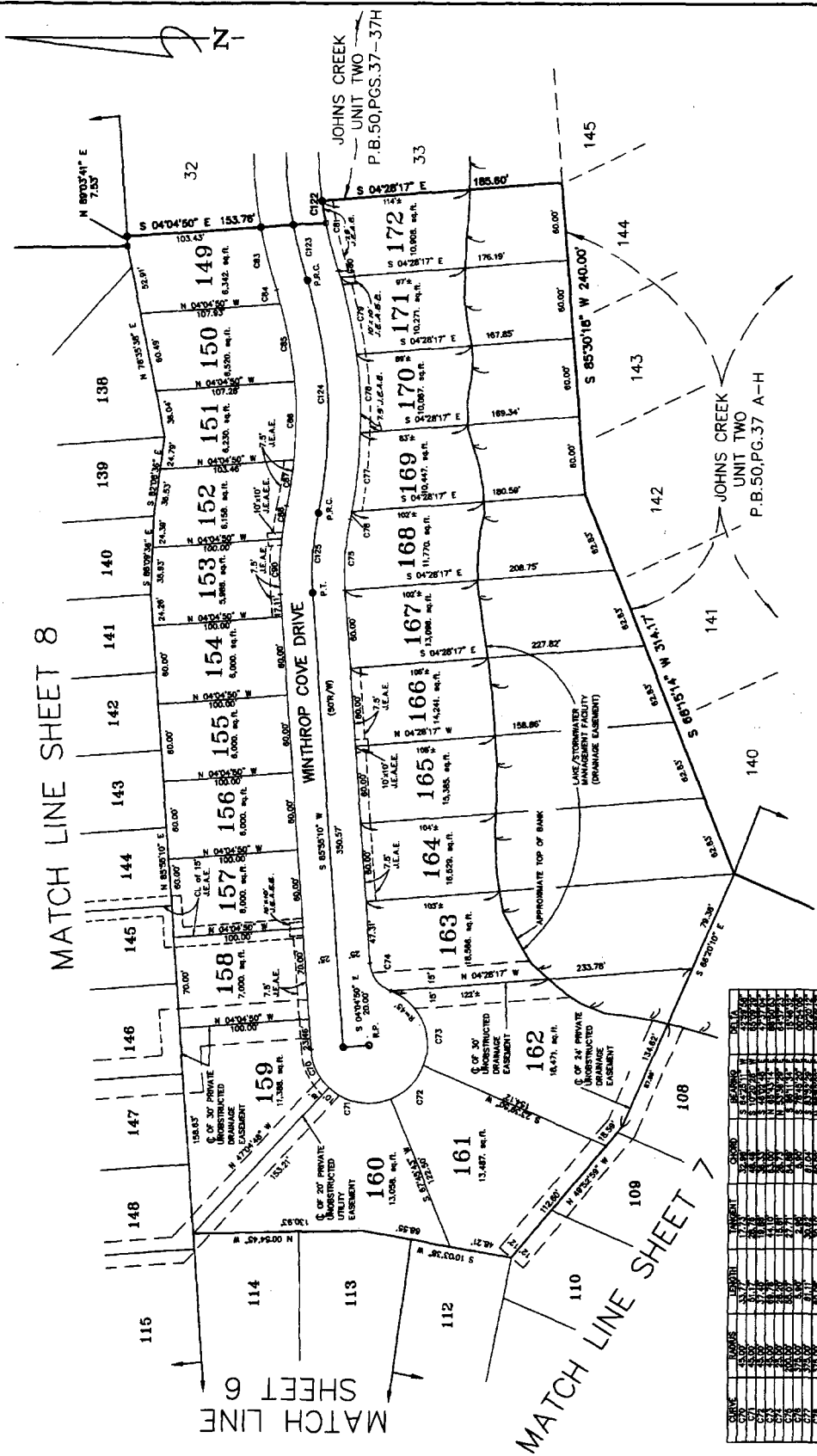
PLAT BOOK 51 PAGE 734

SHEET 9 OF 9 SHEETS
SEE SHEET 2 FOR GENERAL NOTES & LEGEND

Johns Creek Unit Three

A Portion of Section 3, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.

MATCH LINE SHEET 8



MATCH LINE SHEET 6

MATCH LINE SHEET 7

PARCEL NO.	ACRES	AREA (SQ. FT.)	PERCENTAGE
110	0.12	8,100	0.12
111	0.12	8,100	0.12
112	0.12	8,100	0.12
113	0.12	8,100	0.12
114	0.12	8,100	0.12
115	0.12	8,100	0.12
116	0.12	8,100	0.12
117	0.12	8,100	0.12
118	0.12	8,100	0.12
119	0.12	8,100	0.12
120	0.12	8,100	0.12
121	0.12	8,100	0.12
122	0.12	8,100	0.12
123	0.12	8,100	0.12
124	0.12	8,100	0.12
125	0.12	8,100	0.12
126	0.12	8,100	0.12
127	0.12	8,100	0.12
128	0.12	8,100	0.12
129	0.12	8,100	0.12
130	0.12	8,100	0.12
131	0.12	8,100	0.12
132	0.12	8,100	0.12
133	0.12	8,100	0.12
134	0.12	8,100	0.12
135	0.12	8,100	0.12
136	0.12	8,100	0.12
137	0.12	8,100	0.12
138	0.12	8,100	0.12
139	0.12	8,100	0.12
140	0.12	8,100	0.12
141	0.12	8,100	0.12
142	0.12	8,100	0.12
143	0.12	8,100	0.12
144	0.12	8,100	0.12
145	0.12	8,100	0.12
146	0.12	8,100	0.12
147	0.12	8,100	0.12
148	0.12	8,100	0.12
149	0.12	8,100	0.12
150	0.12	8,100	0.12
151	0.12	8,100	0.12
152	0.12	8,100	0.12
153	0.12	8,100	0.12
154	0.12	8,100	0.12
155	0.12	8,100	0.12
156	0.12	8,100	0.12
157	0.12	8,100	0.12
158	0.12	8,100	0.12
159	0.12	8,100	0.12
160	0.12	8,100	0.12
161	0.12	8,100	0.12
162	0.12	8,100	0.12



GRAPHIC SCALE
 (IN FEET)
 1 inch = 60 ft.

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PLAT BOOK 52 PAGE 84A

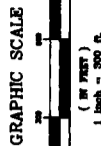
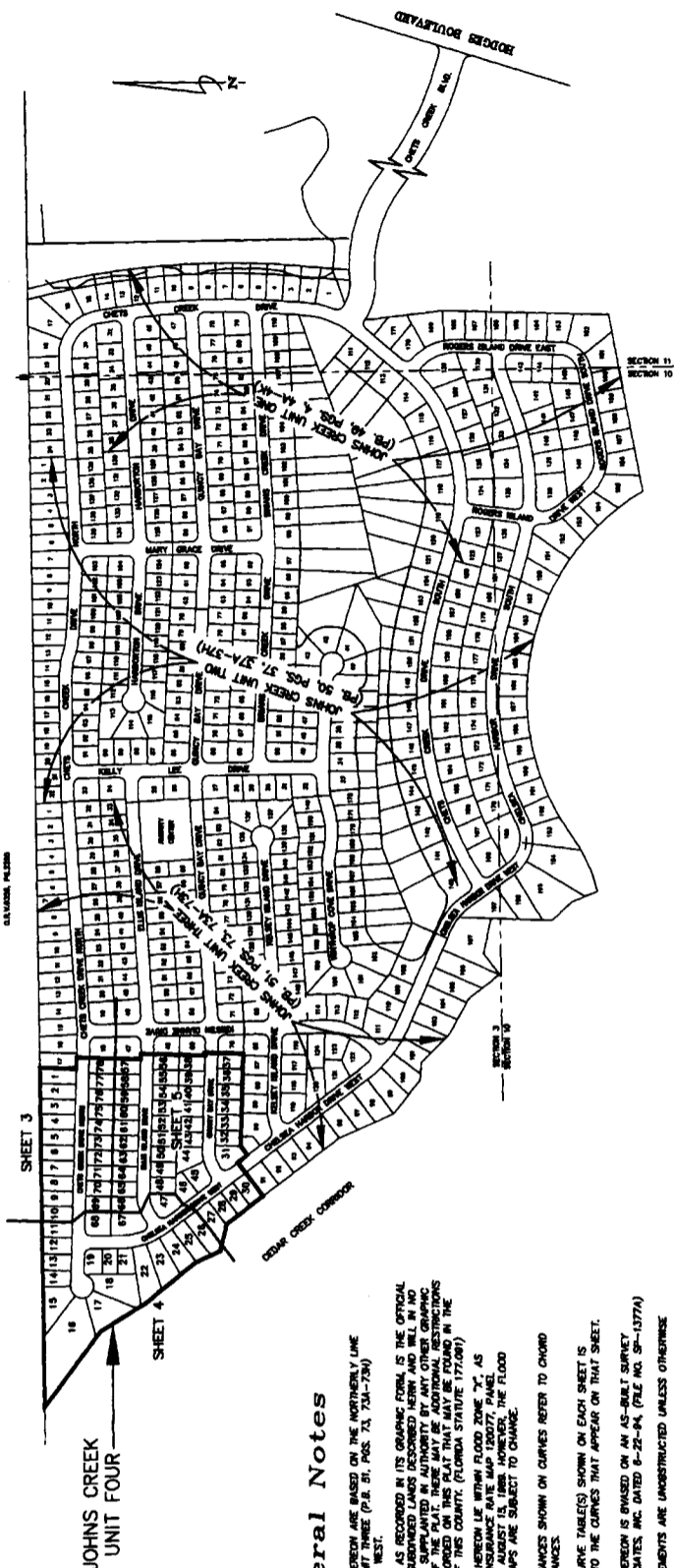
SHEET 2 OF 5 SHEETS
75 - LOTS IN THIS UNIT

Johns Creek Unit Four

A Portion of Section 3, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.

Key Map
Scale: 1" = 300'

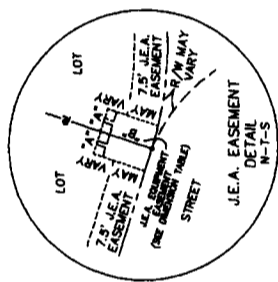
JACKSONVILLE GOLF & COUNTRY CLUB
ULTIMATE PLAZA



Legend

- 1/4" W - RIGHT-OF-WAY
- 1/8" W - BUILDING RESTRICTION LINE
- - PERMANENT CONTROL POINT
- - POINT OF CURVE (R.A.S. 177)
- - POINT OF TANGENCY
- - OFFICIAL RECORDS VOLUME
- - EASEMENT
- - EASEMENT (PASS/ST)
- - EASEMENT (PASS/ST)
- - EASEMENT (PASS/ST)
- - CHORD
- - RADIUS POINT
- - PERMANENT REFERENCE MONUMENT
- - STAMPED R.L.S. # 3076
- - TABLED CURVE DATA
- - POINT OF REVERSE CURVE
- - POINT OF COMPOUND CURVE
- - PARALLEL
- - JACKSONVILLE ELECTRICAL AUTHORITY

DIMENSION TABLE	
7' 0"	TYPICAL 10' X 10' J.E.A.
7' 0"	TYPICAL 10' X 15' J.E.A.
7' 0"	TYPICAL 10' X 20' J.E.A.
7' 0"	EQUIPMENT EASEMENT
7' 0"	TYPICAL 15' X 15' J.E.A.
7' 0"	EQUIPMENT EASEMENT
7' 0"	TYPICAL 10' X 15' J.E.A.
7' 0"	EQUIPMENT EASEMENT
7' 0"	TYPICAL 10' X 20' J.E.A.
7' 0"	EQUIPMENT EASEMENT



General Notes

- BEARINGS SHOWN HEREON ARE BASED ON THE MERIDIAN LINE OF JOHNS CREEK UNIT THREE (P.B. 21, PAGES 71, 72A-72B) AS SOUTH 89°03'41" WEST.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR PRINTED MATTER OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE PUBLIC RECORDS OF THIS COUNTY, (FLORIDA STATUTE 177.087).
- THE LANDS SHOWN HEREON ARE WITHIN FLOOD ZONE "C" AS SHOWN ON FLOOD INSURANCE RATE MAP (190777) PANEL NO. 0317-E, DATED AUGUST 15, 1988. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
- BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.
- THE TABLED CURVE TABLE(S) SHOWN ON EACH SHEET IS APPLICABLE ONLY TO THE CURVES THAT APPEAR ON THAT SHEET.
- THE LINES SHOWN HEREON IS BASED ON AN AS-BUILT SURVEY BY CLARY & ASSOCIATES, INC. DATED 6-22-84 (FILE NO. SP-1377A).
- ALL DRAINAGE EASEMENTS ARE UNOBTAINED UNLESS OTHERWISE NOTED HEREON.
- THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNOBTAINED ARE UNOBTAINED UNLESS OTHERWISE NOTED. THE CITY OF JACKSONVILLE, THE CONSTRUCTION OF DRIVEWAYS AND THE INSTALLATION OF FENCES, HEDGES, AND LANDSCAPING IS FOR THE BENEFIT OF THE LOT OWNER FOR THE REMOVAL AND/OR REPLACEMENT OF SUCH ITEMS.
- THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNOBTAINED/UNOBTAINED ARE UNOBTAINED UNLESS OTHERWISE NOTED. ANY IMPROVEMENTS THAT MAY AFFECT THE USE AND ACCESS OF SAID EASEMENT BY THE CITY OF JACKSONVILLE.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. THESE EASEMENTS SHALL REMAIN TOTALLY UNOBTAINED BY ANY IMPROVEMENTS THAT MAY AFFECT THE USE AND ACCESS OF SAID EASEMENT BY THE JACKSONVILLE ELECTRICAL AUTHORITY.
- CERTAIN EASEMENTS ARE RESERVED FOR THE JACKSONVILLE ELECTRICAL AUTHORITY IN CONNECTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.

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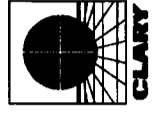
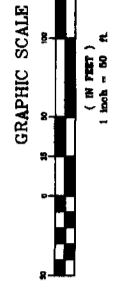
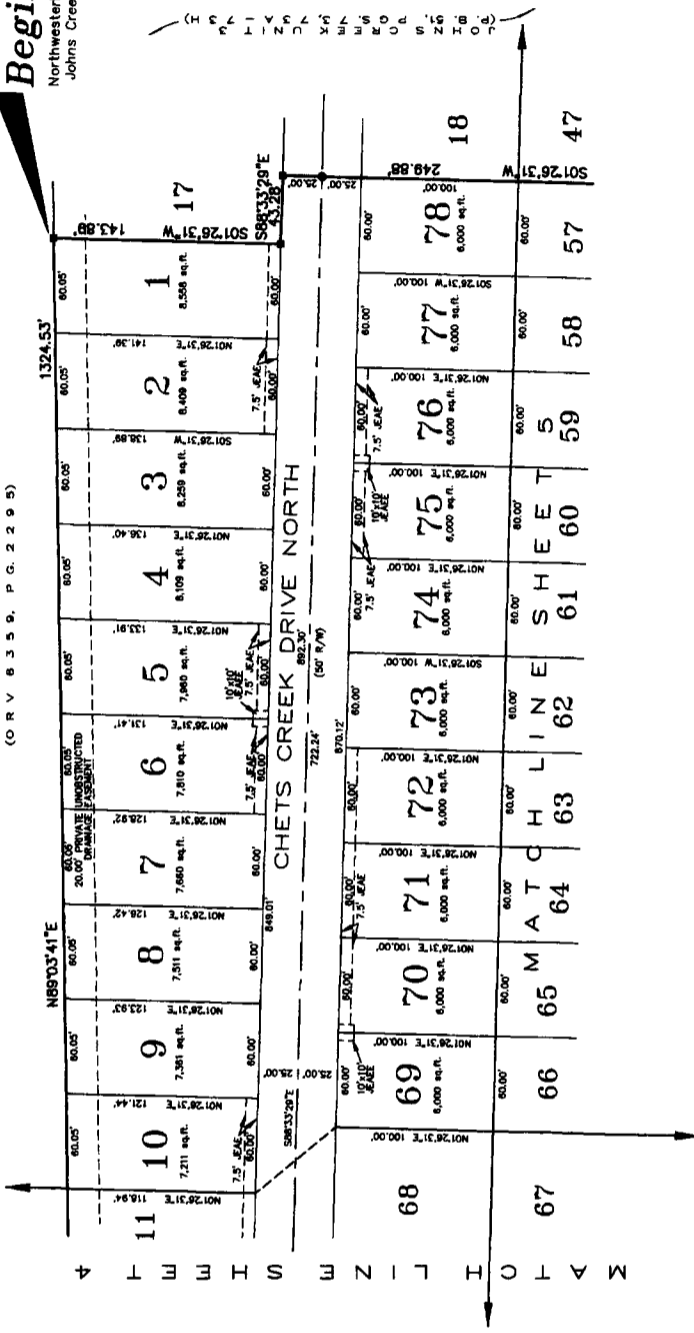
SHEET 3 OF 5 SHEETS
SEE SHEET 2 FOR GENERAL NOTES & LEGEND

Johns Creek Unit Four

A Portion of Section 3, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.

Point of Beginning
Northwesterly Corner of
Johns Creek Unit Three

JACKSONVILLE GOLF AND COUNTRY CLUB
(ORV 8359, P.G. 2295)

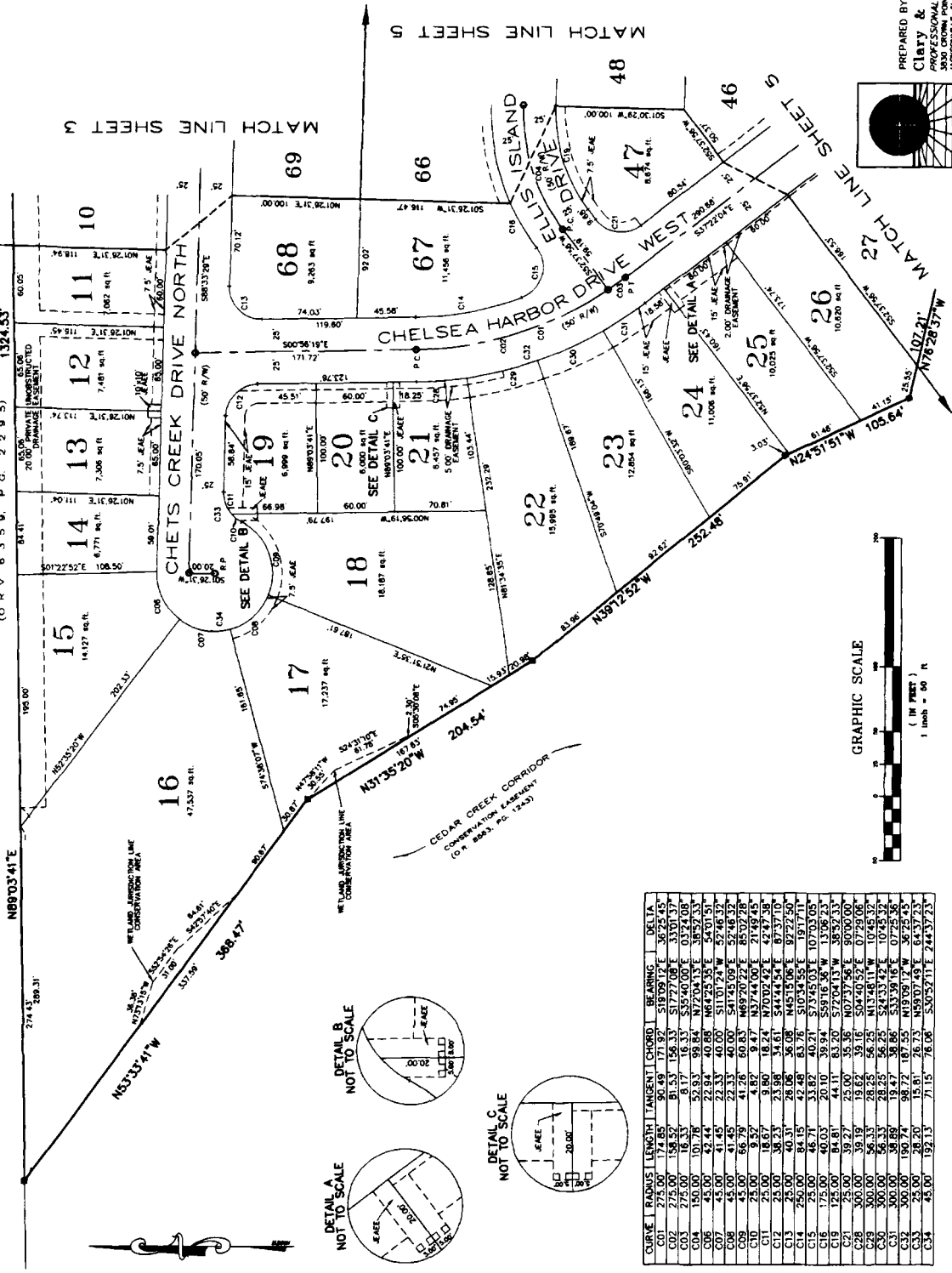


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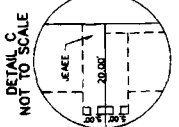
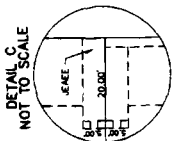
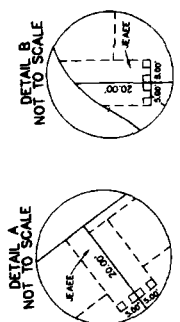
SHEET 4 OF 5 SHEETS
SEE SHEET 2 FOR GENERAL NOTES & LEGEND

Johns Creek Unit Four

A Portion of Section 3, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.
JACKSONVILLE (CORV. 6358, P.G. 2295) 1324.53'



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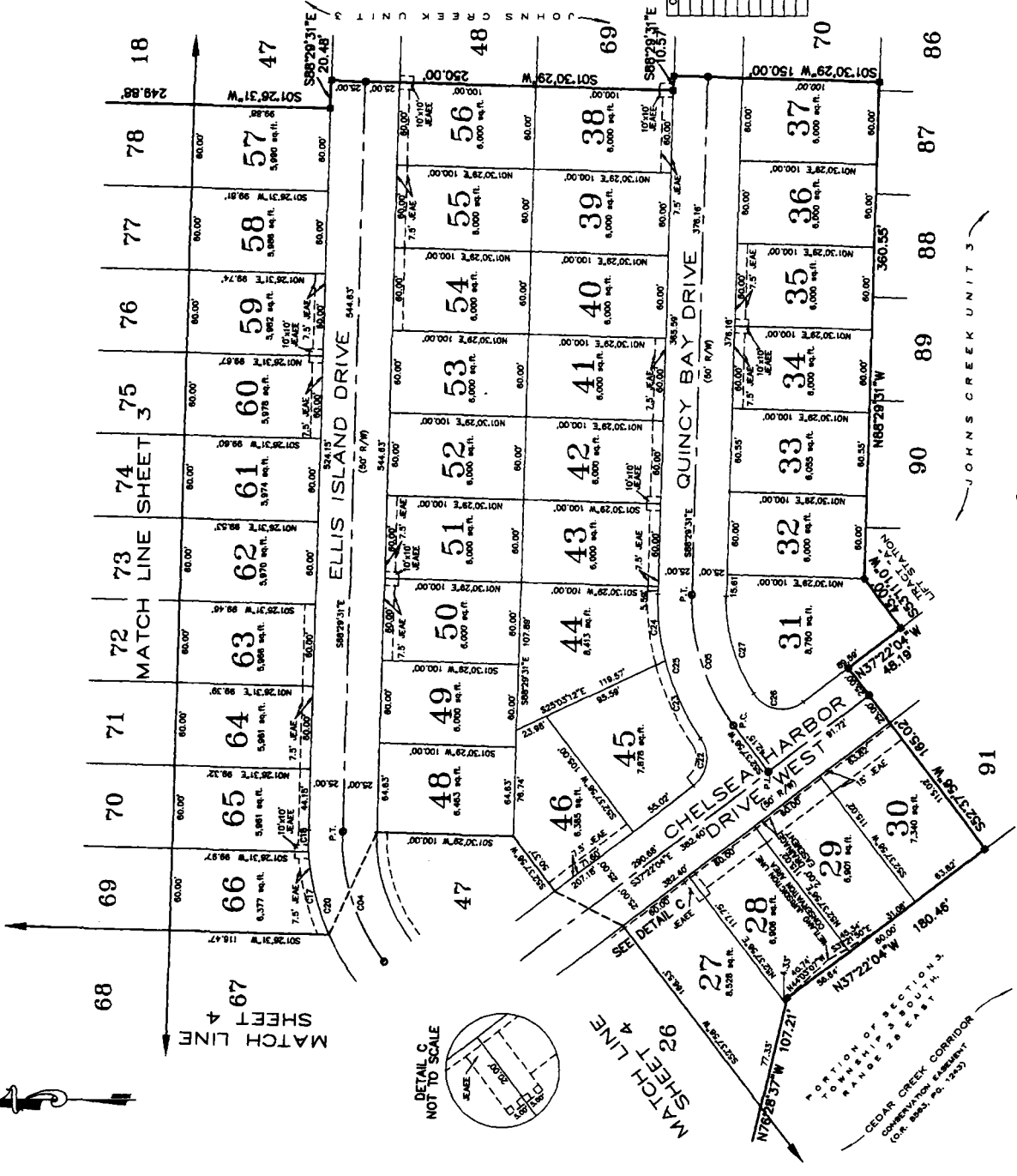


CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C01	175.00	14.85	30.43	14.37	S19°09'12"E	36.25
C02	275.00	18.33	41.17	18.33	S15°40'00"E	0.37408
C03	160.00	10.76	22.83	99.84	N72°04'15"E	38.52
C04	45.00	4.45	22.33	40.00	S11°01'24"W	52.46
C05	45.00	4.45	22.33	40.00	S41°45'09"E	52.46
C06	25.00	2.48	12.16	20.00	N69°20'22"E	65.02
C07	25.00	2.48	12.16	20.00	N17°02'02"E	42.48
C08	25.00	2.48	12.16	20.00	N44°44'54"E	67.37
C09	25.00	2.48	12.16	20.00	N45°15'06"E	67.22
C10	25.00	2.48	12.16	20.00	S10°34'55"E	19.71
C11	25.00	2.48	12.16	20.00	S73°45'03"E	107.03
C12	25.00	2.48	12.16	20.00	S59°16'36"W	15.96
C13	25.00	2.48	12.16	20.00	N07°19'42"E	69.00
C14	25.00	2.48	12.16	20.00	S04°40'52"E	67.29
C15	300.00	56.33	28.25	113.48	N1°48'11"W	10.45
C16	300.00	56.33	28.25	113.48	S44°33'42"E	10.45
C17	300.00	56.33	28.25	113.48	S33°39'16"E	0.725
C18	300.00	56.33	28.25	113.48	N19°09'12"W	36.25
C19	45.00	4.45	22.33	40.00	S00°52'11"E	244.37
C20	45.00	4.45	22.33	40.00	S00°52'11"E	244.37

SHEET 5 OF 5 SHEETS
SEE SHEET 1 FOR GENERAL NOTES & LEGEND

Johns Creek Unit Four

A Portion of Sections 3, Township 3 South,
Range 28 East, City of Jacksonville, Duval County, Florida.



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C04	150.00	101.78	52.93	99.84	N72°04'13" E	36°52'33"
C05	150.00	101.78	52.93	99.84	S72°04'13" W	36°52'33"
C06	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C07	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C08	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C09	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C10	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C11	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C12	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C13	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C14	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C15	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C16	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C17	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C18	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C19	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C20	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C21	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C22	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C23	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C24	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C25	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C26	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C27	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C28	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C29	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C30	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C31	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C32	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C33	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C34	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C35	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C36	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C37	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C38	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C39	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C40	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C41	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C42	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C43	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C44	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C45	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C46	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C47	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C48	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C49	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C50	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C51	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C52	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C53	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C54	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C55	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C56	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C57	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C58	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C59	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C60	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C61	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C62	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C63	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C64	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C65	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C66	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C67	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C68	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C69	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C70	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C71	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C72	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C73	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C74	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C75	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C76	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C77	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C78	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C79	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C80	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C81	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C82	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C83	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C84	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C85	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C86	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C87	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C88	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C89	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"
C90	175.00	118.46	61.60	118.31	N72°04'13" E	36°52'33"
C91	175.00	118.46	61.60	118.31	S72°04'13" W	36°52'33"

GRAPHIC SCALE
1 Inch = 60' ft.



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Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
(904) 286-2700

JOHNS CREEK UNIT 5
CEDAR CREEK CORRIDOR
CONVENANCE ELEMENT
(Ord. 2004, No. 1253)

VOL 7205 PG 0706

OFFICIAL RECORDS

91-0110316

91 OCT 22 PM 4: 06

FILED AND RECORDED
IN PUBLIC RECORDS
OFFICE OF COUNTY CLERK
TALLAHASSEE, FLA.

RECORDED & FILED

Seach Blvd.

CLERK OF DISTRICT COURT

Jacksonville Country Club

WARD
BUTLER BOULEVARD

EXHIBIT B
 (The Hodges Retained Property)
 Map also shows relative location of the
 Security (designated on Exhibit A) and
 70 acres not subject to terms hereof)

70 acres
 NOT
 INCLUDED

Windsor
 Park
 B&J Security
 42.32 ac ±

Book 9384 Pg 1378

Prepared By and Return To:
J. D. Collins
3840 Crown Point Road, Suite A
Jacksonville, FL 32287

Book 9384 Pg 1378 - 1380
Doc 99177645
Filed & Recorded
07/16/99
04:13:13 P.M.
WEST BEACHES, INC.
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
FEE \$ 15.00

DECLARATION OF CONSERVATION EASEMENT

THIS DECLARATION made this 5th day of July, 1999, by WEST BEACHES, INC., a Florida corporation ("Grantor"), and the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("Grantee");

W I T N E S S E T H

WHEREAS, Grantor is the owner of all of the real property shown and described on the plat of Johns Creek, Unit Four, recorded in Plat Book 52, Pages 84, 84A through 88 D, inclusive of the current public records of Duval County, Florida (the "Property"); and

WHEREAS, Grantee is an agency qualified to receive dedication of the interest granted herein pursuant to Section 704.06, Florida Statutes, and has required execution of this Conservation Easement ("Easement") as a condition of that certain Management and Storage of Surface Waters permit(s) #4-031-0450M dated July 31, 1995, and that certain U. S. Army Corps of Engineers Permit #199201600 (NW-LO) dated June 23, 1993 issued to the Grantor.

WHEREAS, Grantor, for itself and its successors in title, desires to protect and preserve portions of the Property and prevent construction from occurring on portions of the Property so as to provide for the continued presence of wetland vegetative species and wildlife habitat in perpetuity.

NOW THEREFORE, in consideration of the covenants contained hereinbelow, in accordance with Section 704.06, Florida Statutes, Grantor for itself and its successors in title, does hereby create and establish a perpetual Conservation Easement on, over under and across the portions of the Property which lies within the wetland enhancement and wetland and upland conservation areas as delineated on the above-referenced plat of the Property as ("Conservation Easement Property") to constitute a servitude upon the conservation easement property for the purpose of accomplishing the above-stated intent of Grantor and it is agreed that:

1. The above representations are true and correct.
2. By this Declaration of Conservation Easement, Grantor hereby covenants, for itself, its successors in title and assigns, that the Easement Property shall be retained in its natural, scenic, open or wooded conditions and, subject to the rights reserved herein by Grantor, hereby prohibits or limits the following activity in, or about the Easement Property:
 - a. Construction or placing of buildings, roads, billboards, utilities, or other structures on or above the ground other than those structures necessary to supply drainage depicted on the proposed plat and contained in easements of record.
 - b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
 - c. Removal or destruction of live trees, shrubs, or other vegetation, except for the removal of noxious or exotic invasive plant species.

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d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.

e. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or wildlife habitat preservation.

g. Acts or uses detrimental to such retention of land or water areas.

3. Grantor hereby reserves the right to perform any work on the Property specifically authorized by the Permit or which may be authorized by any future Grantee or Army Corps of Engineers permit.

4. Grantor hereby reserves and excepts unto itself and its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Easement Property including the right to engage in or permit or invite others to engage in all uses of the Easement Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. Grantor hereby reserves for the City of Jacksonville, Florida, Public Works Department and Assigns, the right to remove obstacles, debris, silt, build-up which may impede property drainage, and to perform maintenance dredging of the stormwater system which provides storm water drainage. Grantor hereby does create and grant a perpetual easement on, over, under and across the portions of the property to the City of Jacksonville, Florida, for the purpose of accomplishing the above-referenced items of maintenance. Said maintenance easement lands lie within the Conservation Easement lands. A Wetland Resource Permit, an MSW Permit, and/or an Environmental Resource Permit (ERP), and a U.S. Army Corps of Engineers Permit will be required for other than maintenance dredging and those maintenance functions above listed.

6. This Declaration of Conservation Easement shall constitute a "conservation easement" as defined in Section 704.06, Florida Statutes (1988), except that reserved rights shall be permitted as described herein.

7. This Easement may be enforced by the Grantee or its successor agency and Army Corps of Engineers by injunctive relief and other appropriate available remedies. Any costs incurred by the Grantee or its successor agency in enforcing this Easement, including reasonable attorney's fees and costs of restoration necessitated by a violation, shall be borne by the then record owner of the portion of the Easement Property involved in the enforcement. Any forbearance on behalf of the Grantee and Army Corps of Engineers to exercise its rights in the event of a violation shall not be deemed or construed to be a waiver of the Grantee's and Army Corps of Engineer's rights hereunder in the event of any subsequent violation. Grantee's and Army Corps of Engineer's staff may enter the Easement Property in a reasonable manner and at reasonable times to ensure compliance with this Easement. Prior to entering any fenced areas, Grantee's staff will notify Grantor.

8. This Declaration of Conservation Easement shall run with the Easement Property and shall be binding upon and insure to the benefit of Grantor, Grantee, and their respective successors and assigns, and may not be amended without prior approval of the Grantee and Army Corps of Engineers.

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9. This Declaration of Conservation Easement shall become effective upon the date it is recorded in the public records of Duval County, Florida.

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

Signed, sealed and delivered in the presence of:

WEST BEACHES, INC.

Bruce J. Holland
Witness *Bruce J. Holland*

By: *J. Daniel Collins*
J. Daniel Collins
President

Jacqueline R. Honbiler
Witness *Jacqueline R. Honbiler*



STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this 8th day of July, 1999, before me personally appeared J. Daniel Collins, the President of West Beaches, Inc., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid, the day and year last aforesaid.

Bruce J. Holland
Notary Public, State of Florida
At Large
My Commission Expires:

