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**SIXTH SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR LONGLEAF**

THIS SIXTH SUPPLEMENTAL DECLARATION AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR LONGLEAF (this “**Sixth Supplement**”) is made this 22nd day of April, 2019, by LENNAR HOMES, LLC, a Florida limited liability company (the “**Developer**”), joined by LONGLEAF MASTER HOMEOWNERS’ ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”).

RECITALS

A. The Declaration of Covenants, Conditions, Restrictions and Easements for Longleaf was recorded in Official Records Book 16809, Page 1805 (the “**Original Declaration**”), as amended by the Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions and Easements for Longleaf, recorded in Official Records Book 16975, Page 2429, as re-recorded in Official Records Book 16949, Page 514 (the “**First Supplement**”), the Second Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions and Easements for Longleaf, recorded in Official Records Book 17572, Page 111 (the “**Second Supplement**”), the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Longleaf, recorded in Official Records Book 17909, Page 1941 (the “**First Amendment**”), the Third Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions and Easements for Longleaf, recorded in Official Records Book 18174, Page 1821 (the “**Third Supplement**”), and the Fourth Supplemental Declaration to Covenants, Conditions, Restrictions and Easements for Longleaf recorded in Official Records Book 18493, Page 523 (the “**Fourth Supplement**”) and the Fifth Supplemental Declaration to Covenants, Conditions, Restrictions and Easements for Longleaf recorded in Official Records Book 18564, Page 12 (the “**Fifth Supplement**”), all of the Public Records of Duval County, Florida. The Original Declaration, the First Supplement, the Second Supplement, the First Amendment, the Third Supplement, the Fourth Supplement, and the Fifth Supplement shall be referred to as (the “**Declaration**.”)

B. The Declaration provides in Section 2.2 the Developer may annex additional land by recording a Supplemental Declaration and such Supplemental Declaration may modify the terms of the Declaration to reflect the unique characteristics of a particular portion of the Property.

C. Developer wishes, in accordance with Section 2.2 of the Declaration, to file of record this Fifth Supplement for the purpose of annexing additional land to the Property and modifying certain terms of the Declaration.

NOW THEREFORE, the Developer hereby amends the Declaration as follows:

Words in the text which are lined through (———) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be lined through or double-underlined when whole sections or paragraphs are deleted or added in their entirety.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Sixth Supplement. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event there is a conflict between this Sixth Supplement and the Declaration, this Sixth Supplement shall control. Whenever possible, this Sixth Supplement and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. The Declaration is hereby amended by the addition of the real property legally described in **Schedule A**, attached hereto and incorporated herein by this reference (the "**Additional Property**"). The Additional Property shall be subject to each and every term, condition, covenant, easement and restriction of the Declaration as it exists and as it may be amended from time to time.

4. The Common Property identified on **Exhibit "D"** attached to the Declaration is hereby amended, and **Exhibit "D"** of the Declaration is hereby amended and replaced with the revised **Exhibit "D"** attached to this Fifth Supplement as **Schedule B** and incorporated herein by this reference.

5. Article 1, Section 1.1 of the Declaration is hereby amended to add the following definitions:

ee. "**Neighborhood**" shall mean and refer to a group of Residences designated as a separate Neighborhood. A Neighborhood may be comprised of more than one housing type and may include noncontiguous Residences. Residences are not required to be located within a Neighborhood.

ff. "**Neighborhood Assessments**" shall mean and refer to Assessments levied against the Residences in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Section 6.14 below.

gg. "**Neighborhood Expenses**" shall mean and refer to the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Residences within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

hh. "**Party Wall**" shall mean any wall built as part of the original construction of two or more single family attached Residences that is placed on the dividing line or platted lot line between Townhome Lots.

ii. "**SFD Lot**" shall mean any Lot that has, or is intended to have, a single family detached Residence constructed thereon.

jj. "**Townhome Lot**" shall mean any Lot that has, or is intended to have, a single family attached Residence constructed thereon.

6. Article 4 of the Declaration is hereby amended to add the following as new Section 4.15:

4.15 **Utility Easement.** Certain Townhome Lots within the Property contain certain underground or under-slab utilities, including, without limitation, electric, water, sewer, cable or other utilities ("**Utilities**") that serve other Lots within the Property. An easement (the "**Utility Easement**") is hereby granted under, through and over the areas of each Lot upon which Utilities are actually located (the "**Utility Easement Area**"), as may be required from time to time in order to install, maintain, inspect, alter, repair, replace or remove (collectively, "**Maintain**") the pipes, wires, ducts, vents, cables, conduits, apparatus

and other facilities for such Utilities. The Utility Easement shall be in favor of (i) the other Owners whose Lots are served by such Utilities (each, a "**Benefitted Owner**"), (ii) the entities providing such Utilities (each, a "**Provider**"), the Developer and the Association. The easement rights granted hereunder shall exist so long as the easement does not materially and adversely affect the Owner's use and enjoyment of his or her Residence as a home. The Owners of the Lots encumbered by the Utility Easement shall be reimbursed for any material physical damage to his or her Residence or Lot as a result of use of this easement by the Benefitted Owner(s), the Provider(s), the Developer, or the Association. Notwithstanding any other provision hereof to the contrary, the Utility Easement Area shall be limited to the area upon which Utilities are actually located. An Owner shall do nothing within or outside his or her Residence or Lot that interferes with or impairs, or may interfere with or impair, the provision of such Utilities or the use of the Utility Easement for the foregoing purposes. The Benefitted Owner(s), Provider(s), the Developer, and the Association, and/or their respective agents shall have a right of access to each Lot to Maintain the Utilities and to remove any improvements interfering with or impairing such Utilities. Such right of access, except in the event of an emergency, shall only be exercised in a manner which causes the least disturbance to the improvements located upon the Lot encumbered by the Utility Easement and shall not unreasonably interfere with the Owner's use of the Residence as a residence. Except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than one (1) days' notice to the Owner.

7. Article 5, Section 5.9 of the Declaration is hereby deleted in its entirety and replaced with the following:

Substantial rewording. See Declaration for current text.

5.9.1 Townhome Parking Generally; Guest Spaces. Notwithstanding the foregoing or any other provision in this Declaration to the contrary, the restrictions in this Section 5.9 shall not apply construction vehicles utilized in connection with construction, improvement, installation, or repair by the Developer, or its agents. Townhome Lots shall have not more than two (2) vehicles located within the Lot, one (1) of which must be parked in the Owner's garage. Notwithstanding the foregoing, in addition to two (2) vehicles permitted for each Townhome Lot, each Owner may keep a motorcycle within the garage of the Residence, so long as such motorcycle is registered with the Association in accordance with Section 5.9.2 below. Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Townhome Lot and shall not block the sidewalk; provided, however, at least one (1) vehicle must be parked in the garage. No vehicles of any nature shall be parked on any portion of the Property or a Townhome Lot except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Property, except in designated parking areas, if any. The Association shall have the right, but not the obligation, to promulgate rules and regulations regarding parking on Common Property. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in the Property except during the period of a delivery of goods or during the provision of services. TO THE EXTENT GUEST PARKING IS MADE AVAILABLE IN THE PROPERTY, OWNERS MAY NOT PARK IN DESIGNATED GUEST PARKING SPACES. FURTHER, TO THE EXTENT GUEST PARKING IS MADE AVAILABLE TO OWNERS OF TOWNHOME LOTS, OWNERS OF SFD LOTS MAY NOT ALLOW THEIR GUESTS TO PARK IN SUCH DESIGNATED TOWNHOME LOT GUEST PARKING SPACES.

5.9.2 Townhome Lot Owner Vehicle Registration and Decals. With respect to the Owners of Townhome Lots and the guests of such Owners of Townhome Lots, vehicles and motorcycles parked within any portion of the Property must display either a Townhome Resident Decal (as defined below) or Townhome Guest Decal (as defined below), as applicable. ALL VEHICLES WITHIN THE PROPERTY WHICH ARE UNREGISTERED AND/OR NOT DISPLAYING A VALID TOWNHOME RESIDENT DECAL OR TOWNHOME GUEST DECAL WILL BE SUBJECT TO TOWING.

5.9.2.1 Townhome Resident Decals. Each Townhome Lot Owner's vehicle must display a resident decal (a "**Townhome Resident Decal**") evidencing such Owner is a resident of the Property and has properly registered their vehicle with the Association. To receive a Townhome Resident Decal, such Owner of a Townhome Lot must register the vehicle with the Association and provide evidence of proper insurance, vehicle registration and valid driver's license. Lessees must obtain Townhome Resident Decals from the Owner of the Residence and each Owner is responsible for ensuring the vehicle(s) of such lessees are registered with the Association. Notwithstanding anything contained herein to the contrary, only one (1) Townhome Resident Decal shall be issued for each Owner's vehicle and no more than two (2) Townhome Resident Decals shall be issued to each Residence; provided, however, additional Townhome Resident Decals may be issued for motorcycles properly registered with the Association so long as such motorcycle can be stored within the garage of the Residence in addition to any other vehicle stored within such garage. Townhome Resident Decals shall be placed on the lower interior driver's side windshield of the vehicle; provided however, Townhome Resident Decals must be displayed in an alternative conspicuous location on all motorcycles.

5.9.2.2 Townhome Guest Decals and Guest Parking. Except for Owners of SFD Lots and their guests, any person who is not an Owner of a Townhome Lot or their lessee must use a Townhome Guest Decal to park within the Property; provided, however, vehicles used in business for the purpose of transporting goods, equipment and the like, may be parked within the Property without a Townhome Guest Decal only during the period of a delivery of goods or during the provision of services during the hours of 8:00 a.m. to 5:00 p.m., Monday – Friday. Townhome Lot Owners will be issued one (1) mirror-hanging tag to be used by all guests and visitors of such Townhome Lot Owner (each, a "**Townhome Guest Decal**"). Guests of Owners of Townhome Lots may park in designated Townhome Lot guest parking areas so long as such guest's vehicle has a Townhome Guest Decal displayed. Guests using a Townhome Guest Decal may not park within designated guest parking areas for more than fourteen (14) consecutive days. Notwithstanding anything contained herein to the contrary, guests of Owners of Townhome Lots may be parked in a driveway of a Residence without a Townhome Guest Decal. Guests may not park on any streets, roadways or grass or landscaped areas. Owners of Townhome Lots and their lessees may not use Townhome Guest Decals to park within designated guest parking areas. Owners of Townhome Lots or their lessees using Townhome Guest Decals rather than Townhome Resident Decals will be subject to towing. SFD Lot Owners and their guests may not park in any guest parking spaces specifically designated for guests of Owners of Townhome Lots.

5.9.2.3 Limitations and Conditions on Decals. Any new vehicles owned by an Owner of a Townhome Lot or their lessee must be registered with the Association to obtain a new Townhome Resident Decal. If a Townhome Resident Decal or Townhome Guest Decal is lost or damaged, the Owner of the Townhome Lot must obtain a new replacement decal from the Association, which may be subject to additional fees in the amount of such costs for the replacement decal/tag plus Twenty-Five and no/100 Dollars (\$25.00) (or such other amount determined by the Association in its sole and absolute discretion), which amount shall be assessed as a Special Assessment against the respective Townhome Lot.

5.9.3 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on the Property for more than twelve (12) hours, except in the garage of a Residence. No repair or maintenance, except emergency repair, of vehicles shall be made within the Property, except in the garage of a Residence. No vehicles shall

be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Vehicles may be washed only in the driveway of the Residence.

5.9.4 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicles (ATV), boat (or other watercraft), trailer, including, without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within the Property except in the garage of a Residence. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, utility vehicles (e.g., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section 5.9. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within the Property. For any Owner who drives an automobile issued by the County, the City of Jacksonville or other governmental entity (e.g., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Property (if any). Additionally, no ATV or mini motorcycle may be parked or stored within the Property, including on any Lot, except in the garage of a Residence. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Developer, or its agents.

5.9.5 Towing. Subject to applicable laws and ordinances, and subject to the terms and conditions of this Section 5.9, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such vehicle or owner of such vehicle was ever previously cited for such violation. Each Owner by acceptance of title to a Residence irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, "vehicle" shall also mean motorcycles, campers, mobile homes, trailers, etc. By accepting title to a Residence, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot or Common Property that are in violation of this Declaration.

8. Article 5 of the Declaration is hereby amended to add the following as new Sections 5.16 - 5.18:

5.16 Fences and Walls on Townhome Lots. No walls or fences shall be erected or installed by an Owner on a Townhome Lot. This provision shall not apply to walls or fences installed by the Developer.

5.17 Swimming Pools and Spas. No above-ground pools, in-ground pools, hot tubs, spas or related appurtenances shall be permitted within any Townhome Lot.

5.18 Wells and Septic Tanks. No individual wells or septic tanks will be permitted on any Townhome Lot.

9. Article 6, Section 6.13 of the Declaration is hereby deleted in its entirety and replaced with the following:

Substantial rewording. See Declaration for current text.

6.13 Working Capital Contribution. The first purchaser of each Residence from the Developer, at the time of closing of the conveyance from the Developer to the purchaser, shall pay to the Association a one-time working capital contribution in the amount of Two Hundred Fifty and No/100 Dollars (\$250.00) payable to the Association (the "**Working Capital Contribution**"). The funds derived from the Working Capital Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Property, including, without limitation, future and existing capital improvements, operating expenses, support costs and start-up costs.

10. Article 6 of the Declaration is hereby amended to add new Section 6.14 as follows:

6.14 Neighborhood Assessments. Assessments for which Owners in a particular Neighborhood or Neighborhoods are subject in order to fund Neighborhood Expenses ("**Neighborhood Assessments**"). The Association is hereby authorized to levy Neighborhood Assessments against all Lots subject to Assessment in the Neighborhood to fund Neighborhood Expenses. Any expenses of the Association or Developer for provision of services to a particular Neighborhood, or which primarily benefit a particular Neighborhood, shall be assessed against the Owners and Lots and Residences within such Neighborhood as a Neighborhood Assessment. The Board shall determine, at its sole discretion, whether certain expenses are to be assessed as a Neighborhood Assessment, as well as the amount and due date of Neighborhood Assessments. Neighborhood Assessments shall be treated in the same manner as all other Assessments due from a Lot Owner and collected and enforced in accordance with the Declaration. The lien for Neighborhood Assessments may be foreclosed in the same manner as any other Assessment. Notwithstanding any other provision in this Declaration to the contrary, the Board also may, but shall have no obligation to, include a reserve for capital repairs and replacements and a reasonable administrative charges.

11. Article 7, Section 7.8 of the Declaration is hereby amended to add the following sentence at the end of Section 7.8:

"Notwithstanding any other provision hereof to the contrary, the ARB shall have the right to subject a Neighborhood or Neighborhoods to specific guidelines and standards applicable only to such Neighborhood(s)."

12. Article 8 of the Declaration is hereby amended to add the following as new Sections 8.5 and 8.6:

8.5 Neighborhood Designation. Certain Lots or Residences within the Property may be located within a Neighborhood. The Declaration, any amendment to the Declaration or any Supplemental Declaration may designate Lots or Residences to a Neighborhood (by name, tract, or other identifying designation), which Neighborhood may be then existing or newly created. So long as it has the right to subject additional property to this Declaration pursuant to Article 2 of the Declaration, the Developer may amend the Declaration or any Supplemental Declaration to re-designate Neighborhood boundaries. The following Neighborhoods are hereby designated by this Declaration:

All Townhome Lots are hereby designated as the "Townhome Neighborhood."

8.6 Neighborhood Rules, Restrictions and Covenants. Nothing in the Declaration shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of a Neighborhood from containing additional restrictions or additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by the Association and as may be necessary to reflect the different character of a Neighborhood. Neighborhoods may be subject to additional use restrictions and/or rules and regulations as adopted by the Board. The Board shall have the right to amend, modify, rescind or add to Neighborhood rules and regulations and use restrictions as it deems appropriate, without the joinder or consent of any Owner.

13. Article 10 of the Declaration is hereby amended to add the following as new Sections 10.6 – 10.12:

10.6 Insurance for SFD Lots. Each Owner of a SFD Lot shall be required to obtain and maintain adequate insurance on his or her Lot and Residence, including adequate liability insurance for injury to persons or property occurring on or about the SFD Lot. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Residence as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on its Residence which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

10.7 Insurance for Townhome Lots. The Association is required to obtain and maintain insurance for all Residences within the Townhome Neighborhood in accordance with this Section. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Residence, as applicable, and remove the debris. Notwithstanding the foregoing, Owners are required to obtain insurance coverage at their own expense for personal property within the boundaries of the Lot, including, without limitation, all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, air conditioner air handling equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Residence, as well as any other personal property items within Lot and Residence. Owners also should obtain personal liability and loss of use coverage as the Association shall have no responsibility for such coverage. Insurance policies issued to individual Owners shall provide the coverage afforded by such policies in excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims related to replacement of sod, flooding, claims against an Owner due to accidents occurring within his or her Lot, or theft loss to the contents of any Owner's Lot. It shall be the obligation of the individual Owner, if such Owner so desires, to purchase and pay for Insurance as to all such other risks not covered by insurance carried by the Association. Each insurance policy issued to an individual Owner providing such coverage shall be without rights of subrogation against the Association. The costs of all insurance maintained by the Association for Townhome Lots, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof, shall be part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs. The costs associated with any deductible payable by the Association in connection with insurance

claims related to the repair or reconstruction of a Residence shall be assessed against the respective Townhome Lot(s) as a Special Assessment levied against the Lot.

10.8 Requirement to Reconstruct or Demolish.

10.8.1 SFD Lots. In the event that any Residence on a SFD Lot is destroyed by fire or other casualty, the Owner of such Residence shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Residence ("**Required Repair**"), or (ii) the Owner shall tear the Residence down, remove all the debris, and resod and landscape the property comprising the Residence as required by the ARB ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Residence and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any Other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Residence within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

10.8.2 Townhome Lots. In the event that any Residence within the Townhome Neighborhood is destroyed by fire or other casualty, the Association shall process an insurance claim for such Residence and commence reconstruction and/or repair of the Residence.

10.9 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 10.9 shall be in accordance with the Community Wide Standard and any other standards established by the Association with respect to any casualty that affects all or a portion of the Property.

10.10 Additional Rights of the Association.

10.10.1 SFD Lots. If an Owner of a SFD Lot refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then the Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Residence. The Association shall have the absolute right to perform the Required Demolition to a Residence pursuant to this Section if any contractor certifies in writing to the Association that such Residence cannot be rebuilt or repaired. The Board may levy a Special Assessment against the Owner in

whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association.

10.10.2 Townhome Lots. Each Owner of a Townhome Lot, by acceptance of a deed to their Townhome Lot, irrevocably authorizes the Association to perform the reconstruction and/or repair of their damaged or destroyed Residence. All repairs or reconstruction performed by the Association shall be in conformance with the original plans and specifications for the Residence. The Association shall have the absolute right to perform reconstruction and/or repair of a damaged or destroyed Residence covered by the insurance policy purchased by the Association. The Board may levy a Special Assessment against the affected Owner in whatever amount sufficient to adequately pay for repairs or reconstruction of the affected Residences to the extent insurance proceeds are not sufficient.

10.11 Cost of Payment of Premiums and Deductibles. Except as otherwise provided herein, the costs of all insurance maintained by the Association hereunder with respect to the Townhome Lots and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Neighborhood Expenses for the Townhome Neighborhood. The costs associated with any deductible payable by the Association in connection with insurance claims related to the repair or reconstruction of a Residence as provided herein shall be assessed against the respective Lot(s) as a Special Assessment.

10.12 Association Has No Liability. Notwithstanding any provision to the contrary contained herein or in any other governing document pertaining to the Association or the Property, the Association shall not be responsible for ensuring or confirming compliance with the insurance provisions contained herein, it being acknowledged by all Owners that such monitoring would be unnecessarily expensive and difficult. Moreover, the Association shall not be liable in any manner whatsoever for failure of an Owner to comply with this Section 10.

14. Article 14, Section 14.16 of the Declaration is hereby deleted in its entirety. **See governing documents for current text.**

15. The Declaration is hereby amended to add new Article 15 "MAINTENANCE BY ASSOCIATION" as follows:

Article 15

MAINTENANCE BY ASSOCIATION

15. Maintenance by the Association. Except as may be otherwise provided herein, or in a Supplemental Declaration designating a Neighborhood or a Neighborhood Declaration specifying the maintenance requirements applicable to a particular Neighborhood, the following provisions shall relate to all of the Property:

15.2 Paved and Concrete Surfaces. The Association shall be responsible for the routine maintenance, repair and replacement of the community sidewalks comprising part of a Lot, if any; provided, however, notwithstanding anything contained herein to the contrary, each Owner of a Lot shall be solely responsible for the routine maintenance, repair, replacement and pressure washing of the driveways and walkways located on their Lot. The Association shall perform routine maintenance and repair of the community sidewalks at the Board's discretion and the costs of any such maintenance or repair shall

be part of the operating expenses of the Association and each Owner shall pay an equal share of such costs. In the event the City of Jacksonville, the County or any of their subdivisions, agencies, and/or divisions must remove any portion of a community sidewalk for the installation, repair, replacement or maintenance of utilities, then the Association shall replace or repair the sidewalk at such Owner's expense and the costs incurred shall be assessed against the Owner as a Special Assessment levied against the Lot. Further, each Owner agrees to reimburse Association, any expense incurred in repairing any damage to any driveway, sidewalk or walkway caused by such Owner's negligence.

15.3 Mail Kiosks. Individual Lots may not have mailboxes. Rather, mailboxes may be grouped together for all or a portion of the Residences and/or certain Neighborhoods as required by the local postmaster (the "Mail Kiosks"). No mailboxes are permitted except the Mail Kiosks originally installed by the Developer or Mail Kiosks substantially similar to the Mail Kiosks originally installed by the Developer. Mail Kiosks, if any, shall be maintained by the Association in first class condition and appearance in accordance with the Design Guidelines and other architectural standards for the Property, and the requirements of any controlling governmental authority. All costs associated with the maintenance, repair and replacement of the Mail Kiosks shall be part of the operating expenses of the Association allocated among the Owners served by such mailboxes, except for the costs of keys or replacement keys which shall be borne solely by the individual Owners. To the extent any Mail Kiosk is located on a Lot, the Developer hereby grants the Association an easement of ingress and egress across such Lot for the purpose of regulating and maintaining such Mail Kiosk and Developer hereby grants the Owners an easement for access across such Lot for the purpose of accessing and utilizing such Mail Kiosk.

15.4 Landscape Maintenance. Except as otherwise provided in Section 15.6 below with respect to landscape maintenance of Townhome Lots, the Association shall have no responsibility for the maintenance of landscaped areas within any Lot, including, without limitation, sod, irrigation facilities, yards, grass, shrubs, trees, mulch, or any other landscaping. Except as otherwise provided in Section 15.6 of this Declaration, the record title owner of each such Lot shall be responsible for the repair, replacement and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of the Lot.

15.5 Townhome Neighborhood Maintenance. With respect only to the Townhome Neighborhood, the Association shall be exclusively responsible for the following to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion:

15.5.1 Painting. The Association shall paint all exterior painted portions of Residences located within the Townhome Neighborhood, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. The cost associated with such exterior painting shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs. Notwithstanding the foregoing, if an Owner of a Residence located within the Townhome Neighborhood desires to paint an exterior portion of a Residence at more frequent intervals and in addition to the painting performed by the Association, such Owner must obtain approval of the proposed painting project by the ARB and prior written consent of the Board, which may be granted or withheld by the Board in its sole discretion. If the proposed painting by an Owner is approved by the Board and the ARB, the ARB shall have the right to impose such conditions as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

- i. all work and materials shall be at the Owner's sole cost and

expense;

ii. all color selections shall be approved by the ARB and must be the same or substantially similar to the other Residences attached to the Residence;

iii. the painting project must include an entire elevation of the Residence (i.e. the entire side of the Residence, etc.); and

iv. if the Association thereafter paints the Residence and the other Residences attached to the Residence in accordance this Section, the Residence shall be included as part of the painting project, and the cost associated with such painting project shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Lot within the Townhome Neighborhood shall pay an equal share of such costs.

15.5.2 Roofs. The Association shall repair and replace roofs of Residences located within the Townhome Neighborhood, including shingles, and roof decking; however, the Association shall have no obligation to repair or replace roof trusses or other structural components of the roof. The cost associated with any such roof repair and replacement shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs

15.5.3 Termite Program. The Association may, in its sole discretion, contract with a licensed termite company to provide a termite warranty program for Residences located within the Townhome Neighborhood. The cost associated with any such programs shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs.

15.5.4 Pressure Washing. The Association may, in its sole discretion, pressure clean the roofs and the exterior portions of Residences, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. The cost associated with exterior pressure cleaning and made in accordance with this Section 15.10.4 shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs.

Notwithstanding anything to the contrary herein, to the extent insurance coverage required by Section 10.6 of this Declaration covers repairs or replacements otherwise performed by the Association under this Section 15.6, such repairs or replacements shall be governed by Section 10.8.2 herein, and the Association shall not perform repairs or replacements covered by insurance or any other activities that would negate such coverage or impair the availability of such coverage.

15.6 Townhome Neighborhood Landscape Maintenance and Irrigation.

15.6.1 General. The Association shall be responsible for maintaining the landscaped areas within each Lot only to the extent provided in this Section 15.6 with respect to Townhome Lots. The Association shall have no responsibility for landscaping maintenance with respect to SFD Lots, and each Owner of a SFD Lot shall be solely responsible for the landscape maintenance and irrigation upon such Owner's SFD Lot. The Association's landscape maintenance responsibilities

with respect to Townhome Lots include trimming, mowing, and fertilization of grass, shrubs, and landscape-related exterior pest control. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with such landscape maintenance and maintenance of the irrigation facilities shall be deemed part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs. Except as otherwise provided herein, in the event any landscaping, including, without limitation, grass, shrubs or trees located on a Townhome Lot become dead or badly damaged, the Association shall be responsible for the replanting, repair, and/or replacement of such landscaping with landscaping selected by the Board in its sole and absolute discretion. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, the Association shall have no responsibility for the repair or replacement of sod, grass, shrubs, trees, or any other landscaping within a Townhome Lot in the case of damage due to an Owner's negligence, and the Owner of each Lot shall be responsible for any such repair and replacement of the landscaped areas in such event. In the event landscaped areas are not repaired and replaced by the Owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the Owner. The costs and expenses of such repairs and replacements plus Twenty-Five and no/100 Dollars (\$25.00) (or such other amount determined by Association in its sole and absolute discretion) shall be assessed against the respective Lot as a Special Assessment.

15.6.2 Additional Landscape Maintenance. Each Owner of a Townhome Lot, by acceptance of a deed to their Lot, authorizes the Association to conduct additional landscape maintenance beyond the scope described in this Section if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including, without limitation, naturally occurring deterioration of the landscaped areas or Owner neglect. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as a Special Assessment.

15.6.3 Modification of Landscaping. In the event an Owner modifies the landscaping as initially installed by the Developer, then such Owner shall be solely responsible for the maintenance and irrigation of such modified landscaping. Notwithstanding anything contained herein to the contrary, no Owner shall modify the landscaping as initially installed by the Developer, nor shall any landscape lighting be installed by an Owner, without the prior written approval of the ARB.

15.6.4 Irrigation. The Association is responsible for irrigation to the landscaped areas located upon Townhome Lots, including repair and replacement of damaged sprinkler heads, piping or valves that comprise the irrigation system of the Townhome Lots, except in the case of damage due to an Owner's negligence. The cost associated with any such maintenance, repair and replacement of the irrigation facilities shall constitute a part of the Neighborhood Expenses for which Neighborhood Assessments shall be levied except in the case of costs for repair and replacement of damage due to an Owner's negligence, which costs shall be assessed against the respective Lot as a Special Assessment. Grass and landscaping located on Townhome Lots shall be irrigated in a routine and ordinary manner at intervals and frequency as the Board may decide in its sole discretion and as may be permitted by the City of Jacksonville or the County regulations. The Association shall have direct access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Lot and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place or remove locks on any control boxes and/or

devices used in connection with irrigation regardless of their location. Further, Owners shall not place locks or otherwise impede the Association's access to any areas the Association is responsible to maintain. In the event that any Owner locks or otherwise impedes the Association's access to any areas the Association is responsible to maintain, the Association may take any and all measures necessary to eliminate same, including removing or disabling any locks, and the Association shall have no liability for such actions.

15.6.5 Proviso. Owners shall not impede the Association's access to any areas the Association is responsible to maintain. Notwithstanding the Association's maintenance obligations provided in this Section, in the event an Owner installs any improvement upon the Lot, as approved by the ARB, which impedes or restricts the Association's access to the Lot, then the Owner shall be solely responsible for maintenance, repair and replacement of any landscaping and irrigation facilities located within the Owner's Lot and the Association shall have no responsibility for the same. In the event an Owner installs an improvement which impedes or restricts the Association's access to the Lot and the Association is no longer required to maintain such Lot in accordance with this Section, the Owner of such Lot shall not be entitled to any discount, refund or abatement of Assessments, or any other fees, as a result of the reduced maintenance obligations for such Owner's Lot.

EACH OWNER ACKNOWLEDGES THAT SOME TOWNHOME LOTS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER TOWNHOME LOTS WITHIN THE PROPERTY. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE AND IRRIGATION MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE NEIGHBORHOOD EXPENSES FOR THE TOWNHOME NEIGHBORHOOD AND EACH OWNER OF A TOWNHOME LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

15.6.6 Townhome Lot Master Metered Irrigation Water Usage. The costs associated with irrigation water usage for all Townhome Lots shall be deemed part of the Neighborhood Expenses, and each Owner of a Lot within the Townhome Neighborhood shall pay an equal share of such costs. Owners will not receive an itemized bill for irrigation water usage fees and there will be no method for prorating the costs of irrigation water usage to individual Lots within the Townhome Neighborhood. EACH OWNER ACKNOWLEDGES THAT SOME RESIDENCES WITHIN THE TOWNHOME NEIGHBORHOOD MAY USE MORE OR LESS IRRIGATION WATER THAN OTHER RESIDENCES WITHIN THE TOWNHOME NEIGHBORHOOD. NOTWITHSTANDING THE FOREGOING, ALL IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE NEIGHBORHOOD EXPENSES, AND EACH OWNER OF A LOT WITHIN THE TOWNHOME NEIGHBORHOOD SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

16. The Declaration is hereby amended to add new Article 16 "MAINTENANCE BY OWNERS" as follows:

Article 16

MAINTENANCE BY OWNERS

16. Maintenance by Owners. Except as otherwise provided in Section 15 of this Declaration, each Owner shall maintain his or her Lot and Residence, including, without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property,

structures, improvements and appurtenances, in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of the Property, except to the extent such maintenance responsibility is specifically the obligation of the Association pursuant to the terms of this Declaration. Except as otherwise provided in Section 15 of this Declaration, or in a Supplemental Declaration designating a Neighborhood, each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Lot. No tree installed by the Developer on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Residence or other improvements on the Lot, or to persons occupying or utilizing the Property. If any such tree dies, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ARB. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Residences are not maintained by the Owner of the Lot in accordance with the requirements of this Section 16, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner.

16.1 Right of the Association to Enforce. Developer hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section 16. In the event an Owner does not comply with this Section 16, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as a Special Assessment levied against the Lot. The Association shall have the right to enforce this Section 16 by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 16, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

16.5 Paved and Concrete Surfaces. Each Owner shall be responsible to timely repair, pressure wash, maintain, and/or replace the driveways and walkways located upon such Owner's Lot, including, without limitation, any concrete or brick pavers, and other paved and concrete surfaces comprising part of such Owner's Lot. The Association shall be responsible to maintain, repair and replace the community sidewalks located upon such Owner's Lot. In the event the County, the City of Jacksonville or any of their respective subdivisions, agencies, and/or divisions must remove any portion of any paved or concrete surfaces located within an Owner's Lot for the installation, repair, replacement or maintenance of utilities or water mains, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary maintenance and charge the costs thereof, together with interest at the highest rate allowed by law, to the non-complying Owner as a Special Assessment. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Further, each Owner agrees to reimburse the Association for any expense incurred by the Association in connection with any damage to any driveway, sidewalk or walkway caused by such Owner's negligence.

16.6 Party Walls.

16.10.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within the Property that are built as part of the original construction of the Residences located upon Townhome Lots and any replacement thereof. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any Party Wall, shall protrude over an adjoining Residence, it shall be deemed that such Owners have granted perpetual

easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration.

16.10.2 Sharing of Repair, Replacement and Maintenance for Party Walls.

16.10.2.1 Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Residences sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

16.10.2.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the public records of the County and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of the construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to the Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

16.10.2.3 Alterations. The Owner of a Residence sharing a Party Wall with an adjoining Residence shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

16.10.2.4 Weatherproofing. Notwithstanding any other provision of the Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

16.10.2.5 Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Residences sharing the Party Wall. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspect and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise by the Owner(s) making use of such easement(s).

17. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

18. This Sixth Supplement shall be a covenant running with the land and shall be effective immediately upon its recording in Duval County, Florida.

IN WITNESS WHEREOF, the Developer has caused this Sixth Supplement to be executed in accordance with the authority hereinabove expressed this 22nd day of April, 2019.

WITNESSES:

DEVELOPER:

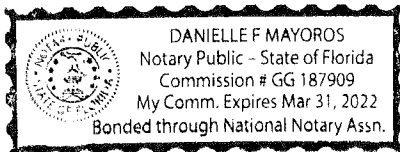
By: [Signature]
Print Name: Christina Dods
By: [Signature]
Print Name: Cynthia Arnold

LENNAR HOMES, LLC, a Florida limited liability company
By: [Signature]
Print Name: Scott Keiling
Its: Vice President
{Corporate Seal}

The foregoing instrument was acknowledged before me this 22nd day of April, 2019, by Scott Keiling, as Vice President of LENNAR HOMES, LLC, a Florida corporation not for profit, on behalf of company. He [is personally known to me] ~~has produced~~ as identification].

My commission expires: 3/31/2022

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name Danielle F. Mayoros



JOINDER

LONGLEAF MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the SIXTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LONGLEAF (the "**Sixth Supplement**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Sixth Supplement and does not affect the validity of the Sixth Supplement as the Association has no right to approve the Sixth Supplement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 22nd day of April, 2019.

WITNESSES:

LONGLEAF MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]
Print Name: Christina Dods
[Signature]
Print Name: Cynthia Arnold

By: [Signature]
Name: Zenzi Rogers
Title: President

{CORPORATE SEAL}

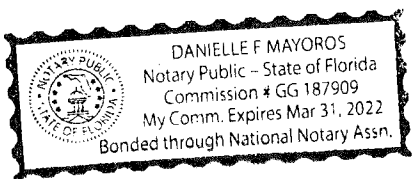
STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 22nd day of April, 2019, by Zenzi Rogers, as President of LONGLEAF MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me ~~or who has produced~~ as identification.

My commission expires: 3/31/2022

[Signature]
NOTARY PUBLIC, State of Florida at Large

Print Name: Danielle F. Mayoros



Schedule A

Legal Description

A tract of land lying with Sections 20, 29 and 30, Township 3 South, Range 25 East, City of Jacksonville, Duval County, Florida and being more particularly described as follows:

BEGIN at the Southwest corner of Tract "A", according to the plat of Longleaf Phase 4B, as recorded in Plat Book 71, pages 49 through 55 of the Public Records of Duval County, Florida; thence N84°22'19"E, along the South line of said Tract "A", for 536.16 feet to the point of intersection with the West line of Tract "F", according to the plat of Longleaf Phase 4C, as recorded in Plat Book 70, pages 114 through 121 of the Public Records of Duval County, Florida; thence along the West and South lines of said Tract "F", the following four (4) courses; (1) thence S05°37'41"E, for 161.77 feet to the point of curvature of a curve concave to the West; (2) thence southeasterly along the arc of said curve, having a radius of 530.00 feet, a central angle of 05°23'53", an arc length of 49.93 feet and a chord bearing S02°55'45"E, for 49.91 feet to the point of tangency; (3) thence S00°13'49"E, for 27.99 feet to the point of intersection with the South line of the Southwest 1/4 of aforesaid Section 20; (4) thence N89°06'50"E, along said South line, for 5.00 feet; thence S00°13'49"E, leaving said lines, for 2675.40 feet to the point of intersection with the South line of the Northwest 1/4 of aforesaid Section 29; thence S00°13'26"E, for 45.83 feet; thence S89°41'01"W, for 373.50 feet; thence S29°03'39"W, for 53.31 feet; thence S89°33'38"W, for 90.95 feet; thence S00°26'22"E, for 118.57 feet; thence S89°33'38"W, for 60.00 feet to the point of radial intersection with a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 89°47'38", an arc length of 39.18 feet and a chord bearing N45°20'11"W, for 35.29 feet; thence N00°38'44"W, for 50.00 feet to the point of intersection with a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 90°12'22", an arc length of 39.36 feet and a chord bearing N44°39'49"E, for 35.42 feet to the point of tangency; thence N00°26'22"W, for 91.68 feet; thence S89°35'43"W, for 120.00 feet; thence N00°26'22"W, for 687.08 feet; thence S89°43'15"W, for 652.52 feet; thence N00°07'12"W, for 666.61 feet; thence N89°40'29"E, for 648.80 feet; thence N00°28'09"W, for 1334.10 feet to the Southeast corner of Tract 6, according to the plat of Longleaf Phase 5, as recorded in Plat Book 72, pages 1 through 32 of the Public Records of Duval County, Florida; thence N32°15'50"E, along the easterly line of said Tract 6, for 232.63 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 55.43 acres, more or less.

Schedule B

Exhibit "D"

COMMON PROPERTY

Tracts "C", "D", "K", "Z", "E", "F", "O", "R", "CC", "G", "H", "I", "J", "L", "N", "Q", "U", "V", "W", "Y", "EE", "FF", "GG", "JJ", "KK", "M", "P", "AA", "T", "X", "BB", "II", and "HH", LONGLEAF PHASE 1 AND 2, according to the plat thereof as recorded in Plat Book 67, pages 28 through 40, inclusive, of the Public Records of Duval County, Florida.

TOGETHER WITH:

Tracts "A", "B", and "C" (Park) and Tract "D" (Conservation), LONGLEAF PHASE 3, according to the plat thereof as recorded in Plat Book 68, pages 200 through 208, inclusive, of the Public Records of Duval County, Florida.

TOGETHER WITH:

Tracts "B", "C", "D", "E", "F", and "G" (Open Space); Tracts "H" and "I" (SWMF/UDE) and Tract "J" (Conservation), LONGLEAF PHASE 4A, according to the plat thereof as recorded in Plat Book 69, pages 117 through 125, inclusive, of the Public Records of Duval County, Florida.

TOGETHER WITH:

Tracts "A" and "B" (Conservation); Tracts "C" and "D" (Park); Tracts "E" and "F" (Open Space); Tracts "G" and "H" (SWMF/UDE) and Tract "I" (Access/Utility), LONGLEAF PHASE 4C, according to the plat thereof as recorded in Plat Book 70, pages 114 through 121, inclusive, of the Public Records of Duval County, Florida.

TOGETHER WITH:

Tract "A" (Conservation), LONGLEAF PHASE 4B, according to the plat thereof as recorded in Plat Book 71, pages 49 through 55, inclusive, of the Public Records of Duval County, Florida.

TOGETHER WITH:

Tracts 1 through 8 (Conservation); Tracts 9 through 11 (Park); Tracts 12 through 14 (Lake) and Tracts 15 through 28 (Open Space), LONGLEAF PHASE 5, according to the plat thereof as recorded in Plat Book 72, pages 1 through 32, inclusive, of the Public Records of Duval County, Florida.

TOGETHER WITH:

Tracts "A" and "B" (Conservation); Tracts "C" and "D" (Park); Tracts "E", "F", "G", "H", "I", "J" (inclusive of Landscape Buffer Tract), and "K" (Open Space); LONGLEAF PHASE 6, according to the plat thereof as recorded in Plat Book 73, pages 48 through 59, inclusive, of the Public Records of Duval County, Florida.