

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

MORSE OAKS

THIS DOCUMENT PREPARED BY:

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FOR
MORSE OAKS

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
MORSE OAKS

THIS DECLARATION is made this ____ day of _____, 2005, by Morse Oaks, LLC, a Florida limited liability company (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. The Morse Oaks Homeowners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached as Exhibits B and C, respectively.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Common Area**. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit D attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.4 **Developer**. Morse Oaks, LLC, and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Morse

Oaks, LLC, as the Developer of the Property is not intended and shall not be construed, to impose upon Morse Oaks, LLC, any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Morse Oaks, LLC, and develop and resell the same.

Section 2.5 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within twenty (20) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.6 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.7 **Owner.** The record owner or owners of any Lot.

Section 2.8 **Property or Subdivision.** The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.9 **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within the Property 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. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

Section 2.10 **Builder.** Builder shall mean contractors and subcontractors which are licensed in the State of Florida and/or the Duval County to engage in the business of residential building and construction that have been approved in writing by the Developer as being otherwise acceptable to Developer to perform building and construction work within the Property.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided

only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VII of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Duval County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands**. With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Duval County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV **THE ASSOCIATION**

Section 4.1 **Membership**. Each Owner, including the Developer (at all times so long as it owns any part of the Property), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 4.2 **Classes and Voting**. The Association shall have two classes of membership:

(a) **Class A Members**. The Class A Members shall be all Owners, with the exception of the Developer, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owner's thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class B Members**. The Class B Member shall be the Developer who shall be entitled to three (3) votes for each Lot owned by the Developer. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;

(ii) December 31, 2014;

(iii) Within Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer; or

(iv) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

ARTICLE V
COMMON AREA RIGHTS

Section 5.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer, except those portions of the common area lying within a platted lot, shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, before the date which is ninety (90) days following the termination of the Class B Membership. Upon the recording of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

- (a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; provided however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of this Declaration without the approval of Members holding two-thirds (2/3) of the total votes that are allocated to the Association's members;
- (b) All provisions of this Declaration, any plat of all or any parts of the Property, and governmental restrictions;
- (c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;
- (d) The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;
- (e) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be

deemed contiguous). For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Duval County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area. Notwithstanding anything to the contrary contained in this Section, the withdrawal by the developer of any parts of the common area will not include any portions of the surface water or stormwater management system without the prior written approval of St. Johns River Water Management District.

Section 5.4 Maintenance of Common Area, Entrance Sign, Equipment and Compliance with Applicable Permits. The Association shall at all times manage, operate, and insure the Common Area and maintain in good repair and replace as often as necessary any improvements thereon or personal property of the Association, specifically the subdivision entrance sign, perimeter walls located around the subdivision, and Surface Water or Stormwater Management System Equipment such as pumps as shown on exhibit "I", and offsite drainage areas. There shall be funds set aside within the Homeowners Association Budget for the replacement and/or repair of all improvements located within the Common Areas. Utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof situated on the Common Area, if any, are excluded. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), and Duval County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices, which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association

pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration. There shall be funds collected as part of the annual assessment, which shall be set aside for the purpose of maintenance, and/or repair of the stormwater management facilities (SWMF) located with the Development. These funds shall be part of the Overall HOA Budget, and shall only be used for the purpose of the maintenance and repair of the SWMF. If at the end of the accounting year, there are excessive funds available for the purpose of the maintenance and repair of the SWMF, these funds shall be rolled over, and will remain as part of the SWMF maintenance fund.

Section 5.5 **Easement for Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, a perpetual easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. By this easement, the Association shall have the right to enter upon any portion of any lot which is part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain, or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit.

ARTICLE VI **ARCHITECTURAL CONTROL**

Section 6.1 **Architectural Review and Approval.** Except for the initial construction of residential dwellings and related structures, landscaping, and other improvements ("Initial Construction"), no landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer or the Association. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications including placement of all improvements on the lot, to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The term "Initial Construction" shall mean and include construction of improvements by a Builder in accordance with plans and specifications approved in advance by the Developer. Approval of a Builder's plans and specifications shall only be required once for any model plan; provided, further, no plans or landscaping approval shall be required for the Initial Construction of the same model on another Lot.

Section 6.2 **Architectural Review Board.** The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) or five (5) members who need not be members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB

because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

Section 6.3 **Powers and Duties of the ARB.** The ARB shall have the following powers and duties:

(a) To recommend amendments to the architectural criteria to the Board at such time as the Board shall have the right to adopt or amend architectural criteria for the Property. For so long as the Developer shall be entitled to elect or appoint a majority of the members of the Board, only the Developer shall have the right to promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the Association. At such time as members of the Association shall elect a majority of the members of the Board, such architectural criteria shall be promulgated, amended, eliminated, or replaced by the Board. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria or any amendment thereto, to be recorded.

(b) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB pursuant to this Article VI. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VI, any improvements or structures of any kind (other than Initial Construction), or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB may, but need not be evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

(d) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

Section 6.4 **Compensation of ARB.** The Board may, at its option, pay reasonable compensation to any or all members of the ARB.

Section 6.5 **Review of Initial Construction by Developer.** No Initial Construction shall be commenced upon any Lot unless and until the plans, specifications and location of the same have been submitted to, and approved by, the Developer in writing. All plans and specifications shall be evaluated as to visual and acoustical privacy, as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation, and as to consistency with this Declaration and architectural criteria made applicable to Initial Construction by the Developer from time to time provided, however, a Builder's Initial Construction plans and

specifications approved by the Developer shall not be subject to subsequent review in the event that the Developer modifies or changes applicable architectural criteria.

Section 6.6 **Variance**. The Developer and the ARB may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer or ARB, as applicable. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 6.7 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer, the ARB, or the Association as contemplated by this Article VI, neither the Developer, the ARB, nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB, or the Association.

ARTICLE VII **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments**. Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 7.2 **Purpose of Assessments**.

7.2.1 The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 5.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, the Surface Water or Stormwater Management System and related equipment and structures. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements and equipment lying within the Property, and all other such improvements, constituting a

part of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District under Permit No **40-031-89571-1** (the "Surface Water Permit") including all operation, sampling, testing, monitoring and maintenance requirements as specified by the Surface Water Permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System.

7.2.2 The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors at the time such special assessment is levied.

Section 7.3 **Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots shall pay a pro rata share of annual and special assessments which shall be allocated among the Owners as provided in subparagraph (b) of this Section 7.3. Except as hereafter provided, the annual assessment amount allocated to each Lot as of January 1, 2005, is Three Hundred twenty-five (\$ 325.00) Dollars per Lot. From and after December 31, 2005, such amount may be decreased or increased as deemed necessary to maintain the business of the Association by the Board of Directors.

(b) All annual and special assessments shall be established at a uniform rate per Lot.

(c) Owners of Lots shall pay, at the time of Closing, a one-time capital contribution fee of One Hundred Dollars (\$100.00) per Lot.

(d) The assessment obligations of each Owner other than the Developer shall commence upon the recording of this Declaration in the current public records of Duval County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than annually. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

Section 7.4 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer.** The lien of the Association shall be effective from and after recording in the public records of Duval County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount, and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of a delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of

collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal.

Section 7.5 **Subordination of Lien to Mortgages**. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 7.6 **Developer's Assessments**. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, deferred maintenance, replacements and reserves) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until (i) the Developer shall notify the Association that it will no longer pay for operating deficits of the Association; or (ii) the Class B Membership shall cease and be converted to Class A Membership. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE VIII **EXTERIOR MAINTENANCE ASSESSMENT**

Section 8.1 **Exterior Maintenance**. The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have fifteen (15) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 **Assessments of Costs**. The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Section 7.4, and shall be subordinate to mortgage liens to the extent provided by Section 7.5.

Section 8.3 **Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE IX **UTILITY PROVISIONS**

Section 9.1 **Water System.** The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving the Owners Lot in accordance with the requirements of the applicable utility supplier. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Association.

Section 9.2 **Sewage System.** Each Owner shall be required to connect to the central sewer treatment and disposal system serving the community. No sewage shall be discharged onto the open ground on into any wetland, pond, park, ravine, drainage ditch, canal, or roadway.

Section 9.3 **Garbage Collection.**

(a) Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association, which approval shall not be unreasonably withheld. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

Section 9.4 **Utility Service.** It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to such Lot.

ARTICLE X **USE RESTRICTIONS AND RIGHTS AND** **EASEMENTS RESERVED BY DEVELOPER**

Section 10.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 10.2 **Living Area.** Each detached single family residence constructed upon a Lot shall contain a minimum of One-thousand (1,000) square feet of heated and air conditioned living area.

Section 10.3 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 10.4 **Setbacks.**

10.4.1 **Front.** No dwelling shall be erected within Twenty (20) feet of any front Lot line.

10.4.2 **Side.** No dwelling shall be erected within Five (5) feet of any side Lot line;

10.4.3 **Rear.** No dwelling shall be erected within Ten (10) feet of any rear Lot line.

10.4.4 **Measurement of Setbacks.** All setbacks shall be measured from the exterior wall of the dwelling to the applicable Lot or parcel boundary.

10.4.5 **Easement Areas.** No dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property or within any easement reserved by Section 11.1 of this Declaration.

Section 10.5 **Exterior Construction.** Dwelling exterior shall be constructed of wood, hardy board, brick, stone, vinyl siding, stucco or a combination thereof.

Section 10.6 **Garage Construction.** All garages shall be attached to the dwelling.

Section 10.7 **Construction of a Dwelling** Construction of the dwelling must be completed within one (1) year after the purchase of the lot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

10.7.1 **Erosion Control During Construction Of Dwelling:** Prior to the commencement of construction of any dwelling upon any lot located within Morse Oaks, the Builder and/or Lot Owners of the dwelling shall take the appropriate erosion control methods to prevent erosion or washouts. The Builder and/or Owner of the lot, shall place silt fence around the construction area to prevent washouts and/or erosion from taking place due to construction activity. Such measures shall remain in place, surrounding construction area until the construction of home and stabilized of the lots are complete.

Section 10.8 **Completion of Commenced Construction.** Once the construction of any building is begun, work thereon shall be pursued diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Developer must be completed within twelve months after the commencement unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Prior to the completion of construction, every Lot owner shall install at his own expense a suitable driveway from the paved portion of the abutting street to his garage entrance. During construction on any Lot, all vehicles involved in such construction, including those delivering materials involved in such construction, shall enter upon such Lot from the street only at this location. Construction vehicles shall not be parked at any on any portion of the Property other than upon the Lot on which the construction is proceeding.

Section 10.9 **Maintenance of Lots and Limited Common Areas.** After construction of improvements on a Lot has commenced, no weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All such Lots and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of

grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.10 **Trees**. No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer, except for trees located within an approved building pad, and the area within five (5) feet of such building pad.

Section 10.11 **Driveways/ Maintenance/Sidewalks**. At the time of construction of the main residence on each Lot, each Lot Owner is responsible for installing a concrete apron and concrete driveway to the residence or garage. Said driveway must be wide enough to accommodate two vehicles side by side. The location of the apron and driveway will be addressed during Architectural Review. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot. Lot Owner shall construct all sidewalks required in order to construct a residence on a Lot, including those sidewalks which shall be located in front and on the sides of the residences to be constructed on the Lot, at the time of residence construction.

Section 10.12 **Landscaping**. Landscaping shall be installed on each Lot as stated hereafter.

10.12.1 Landscaping for each lot must be installed and maintained by the resident of each Lot. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding will be required in the front yard of all lots. Grass seeding and/or sod will be required in the rear yard of the lot to ensure proper stabilization of the lot. It shall be the responsibility of the lot owner to ensure that the lot is stabilized with sod and/or grass seed to prevent washouts. If washouts occur due to non-stabilization, it will be the Lot Owners responsibility to repair and re-grade the lot in accordance with the approved engineering plans. The Owner of any lake parcel must ensure the stabilization and maintenance of the embankment or shoreline vegetation as part of its landscape maintenance, to prevent erosion or washouts. If the Owner of any lake parcel fails to maintain the embankment or shoreline, and washouts or erosion occur the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work in accordance with the approved engineering plans, which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article of this Declaration Obligations. The Association may file a lien against the Property Owner for the amount of the corrective action and any and all fees required to perform such work. As set forth in the architectural criteria established pursuant to Article VI hereof to All Lots and appurtenant Limited Common Areas that are not landscaped or left in a natural wooded state shall be grassed to the paved roadway and/or lake's edge where such Lot abuts a roadway and/or lake. Lot Owner will be responsible for any and all city landscaping ordinances. The silt fence is to remain in place, surrounding the drainage areas and wetlands until construction of home and stabilized lots are complete, including grass or landscaped.

The above requirements are in compliance with the St. Johns River Water Management District.

10.12.2 Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 10.12.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 10.12.1 above, within thirty (30) days following the issuance of a Certificate of Occupancy or similar final approval for the residence constructed on the Lot by the Building Department of Duval County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article VIII of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which sum may be collected as provided in Article VII hereof.

Section 10.13 **Mail boxes** No Structural concrete, or steel mailboxes shall be allowed. A Common Standard breakaway type mailbox shall be installed. *Breakaway mailbox* means a mailbox approved by the U.S. Postal Service and used for the curbside delivery of mail, which is supported by a wood post no greater in cross section than 4 inches square. No mailbox of paper box or other receptacle of any kind for use in the delivery of mail or newspapers shall be erected or located on any lot until the size, location, design and type of material for said boxes or receptacles has been approved by the ARB.

Section 10.14 **Signs**. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Association; provided however, directional signage to be used during the construction of homes within the Property shall be solely subject to the approval of the Developer.

Section 10.15 **Fences** There shall be no fence, wall, hedge, structure of planting or other obstruction in such a manner as to significantly impede vision of drivers or obscuring, physically interfering with an official control device between height of two and one-half (2 ½) feet and fifteen (15) feet above street level shall be erected, placed or maintained within the triangular area formed by the intersecting street lines and straight line joining the street lines at points which are thirty (30) feet distant from the point of intersection measured along the street lines, in order to comply with the requirements for visual clearance for safety. No fence, wall or other barrier shall be constructed across, on, or over any easements or undisturbed upland buffer areas located on the lot or lot line. Fences must be constructed in such a manner, as to not to impede the natural flow of water.

The Approved-fencing requirement is a maximum six (6) foot high opaque fence will be allowed in the rear and rear/side yards. Excluding easement and buffer areas. No Chain link fencing allowed. A maximum six (6) foot high opaque fence will be allowed along the interior perimeter of the buffer area only. Opaque fencing shall mean, Wood and/or PVC. All materials used for fencing must be approved by the ARB. No fencing shall be allowed to be constructed within any the buffer area over portions of lots 60, 61, 62, 63, 64, 65, 66, 67, and 68 shown on the Plat of Morse Oaks as recorded in Plat Book 58 page 145, 146, 147, 148 of the Public Records of Duval County, Florida. Front yard fencing will be allowed only for decorative fencing such as picket, wrought-iron and/or split rail and no higher than four (4) feet in height on lots which are not maintained within the triangular area formed by the intersecting street lines and straight line joining the street lines at points which are thirty (30) feet distant from the point of intersection measured along the street lines. Fences that are installed on a corner lot shall comply with the provisions regarding corner visual clearance

Except as approved by the Developer as part of Initial Construction, or as subsequently approved by the ARB, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 10.16 **Nuisances**. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper, or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.17 **Motor Vehicles and Boats**. Boats, recreation vehicles, and other motor vehicles may be stored on Lots provided they are stored in a garage or stored in the rear of the Lot totally screened from public view by a fence approved by the ARB. No maintenance or repair shall be performed upon any boat, recreation vehicle, or other motor vehicle upon any Lot, except within a building, or otherwise totally screened from public view. Commercial vehicles must be no more than two axles and weigh less than one (1) ton and shall be parked at the rear of the residence and shall not be within public view on a regular basis.

Section 10.18 **Animals**. No more than three (3) dogs, cats, or any other domestic pets may be kept on any Lot. All animals shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event that animals become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

Section 10.19 **Artificial Vegetation**. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 10.20 **Lighting**. No lighting shall be permitted which alters the residential character of the Subdivision.

Section 10.21 **Antenna**. A Eighteen (18) inch satellite dish may be installed on the back of a dwelling as long as it is not visible from the street. Installation of all other satellite dishes, aerials, or antennas shall be subject to the approval of the ARB in accordance with architectural criteria imposed by the Developer or the Association from time to time and in accordance with all applicable rules and regulations of the Federal Communications Commission or other governmental authorities having jurisdiction.

Section 10.22 **Window Air Conditioning**. No window air conditioning units shall be installed on any building within the Subdivision.

Section 10.23 **Platting and Additional Restrictions**. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property owned by it, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Developer.

Section 10.24 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with the terms of all zoning, land use, environmental, marketing and consumer protection ordinances, statutes, regulations, and permits applicable to the Property or to any improvements constructed thereon.

Section 10.25 **Insurance and Casualty**

Damages. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 10.26 **Lakes.** Only the Developer and the Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 10.25 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article VIII of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer and all applicable governmental agencies. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

With respect to water quality, water levels, wildlife and lake banks, slopes and lake bottoms; all persons are referred to section 12.10 hereof.

Section 10.27 **Jurisdictional Areas And Permits.** The property has been or will be developed in accordance with requirements of permit number **40-031-89571-1**, issued by the SJRWMD (the "permits"). The permits are or will be owned by the association and the association has the obligation to assure that all terms and conditions thereof are enforced. The association shall have the right to bring an action, at law or in equity, against any owner violating any provision of the permits.

Further, any owner owning a lot which contains or is adjacent to jurisdictional wetlands, conservation areas, vegetation buffers and Swales as established by the ACOE or SJRWMD or by any applicable conservation easement shall by acceptance of title to the lot, be deemed to have assumed

the obligation to comply with the requirements of the permits as the same relate to such owner's lot and shall agree to maintain such jurisdictional wetlands and conservation areas in the condition required under the permits. In the event that an owner violates the terms and conditions of the permits and for any reason the developer or the association is cited therefore, the owner agrees to indemnify and hold the developer and the association harmless from all costs arising in connection therewith, including without limitation all cost and attorneys' fees, as well as all costs of curing such violation.

No person shall alter the drainage flow of the surface water or stormwater management system or any portion of the jurisdictional wetlands or conservation areas, including without limitation, any vegetative buffer areas, treatment berms or swales, without the prior written approval of the SJRWMD or ACOE, as applicable.

ARTICLE XI - CONSERVATION EASEMENTS

Section 11. **CONSERVATION EASEMENT AREAS** Pursuant to the provisions of Section 704.06, Florida Statutes, Developer has granted to the St. Johns River Water Management District (the "District") a conservation easement in perpetuity over the property described in the onsite Conservation Easements recorded on _____ (insert date) in Official Records Book _____, Page _____, Public Records of _____ County, Florida. The Conservation Easements is attached hereto as Exhibit E. The Developer granted the onsite Conservation Easement as a condition of permit number **40-031-89571-1** issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

Pursuant to the provisions of Section 704.06, Florida Statutes, Waterbrook Falls LLC, has granted to the St. Johns River Water Management District (the "District") a conservation easement in perpetuity over the property described in the Conservation Easements recorded on _____ (insert date) in Official Records Book _____, Page _____, Public Records of _____ County, Florida. The Conservation Easements is attached hereto as Exhibit F. Waterbrook Falls, LLC has granted the off-site Conservation Easement as a condition of permit number **40-031-89571-1** issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

Pursuant to the provisions of Section 704.06, Florida Statutes, Meridian Oaks LLC, has granted to the St. Johns River Water Management District (the "District") a conservation easement in perpetuity over the property described in the Conservation Easements recorded on _____ (insert date) in Official Records Book _____, Page _____, Public Records of _____ County, Florida. The Conservation Easements is attached hereto as Exhibit G. Meridian Oaks, LLC has granted the off-site Conservation Easement as a condition of permit number **40-031-89571-1** issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

Section 11.1 **Purpose.** The purpose of the Conservation Easement is to ensure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

Section 11.2 **Prohibited Uses.** Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing, destroying trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

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

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

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

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

Section 11.3 **Responsibilities.** The Developer, its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

Section 11.4 **Rights of District.** To accomplish the purposes stated in the Conservation Easement, the Developer conveyed the following rights to the District:

(a) To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Developer or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

Section 11.5 **Amendment.** The provisions of the Conservation Easement may not be amended without the prior written approval of the District.

ARTICLE XII
RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 12.1 **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, the Association, and its respective agents, employees, successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain, repair and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area, including any portion which is part of the surface water or stormwater management system; (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property; and (iii) a strip of land within each Lot five feet in width along the front, rear and sides of each Lot. The Association shall have a perpetual non-exclusive easement for drainage over the

entire surface water or stormwater management system.

Section 12.2 **Drainage Flow**. Drainage flow shall not be obstructed or diverted from drainage easements. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Section 12.3 **Vegetative Natural Buffer**. There shall be set a side a permanent Vegetative natural buffer over portions of lots 60, 61, 62, 63, 64, 65, 66, 67, and 68 as shown on the Plat of Morse Oaks, recorded in Plat Book 58 page 145, 146, 147, and 148 of the public records of Duval County, Florida. This Buffer is part of the stormwater management system permitted by the St. Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage off-site. The Grantor and its successors may replant the buffers areas with NATIVE VEGETATION as approved by the St. Johns River Water Management District. The following activities are prohibited within this Buffer: filling, excavation, and construction of fences and buildings, which impede the flow of surface water. No alteration of the Buffer shall be authorized without prior written approval from the District. Any damage to any Buffer, whether caused by natural or human-induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the owner(s) of the lot(s) upon which the Buffer is located. Natural Vegetative Buffers may also be encumbered by a conservation easement and each owner is responsible for ascertaining whether a portion of his or her lot is encumbered by a conservation easement.

Section 12.4 **Swale Maintenance**.

OFFSITE:

There shall be a permanent Swale over portions of the property shown on Exhibit "G". This Swale is part of the stormwater management system permitted by the St. Johns River Water Management District. This drainage swale is located off site and is not part of the Platted Subdivision; it shall be the Association's responsibility to maintain said swale. The purpose of this swale is to provide positive discharge from stormwater facility # 1 offsite. The following activities are prohibited within this swale: filling, excavation, and construction of fences, which impede the flow of surface water. No alteration of the Swale shall be authorized without prior written approval from the District. It shall be the responsibility of the Association to repair and maintain. Swale shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the swale and the height, grade and contour of the embankment shall not be changed without the prior written consent from the District. Any damage to the Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Swale returned to its former condition as soon as possible.

ONSITE:

Lots 60, 61, 62, 63, 64, 65 and 66, which now include a portion of a Swale, shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the swale and the height, grade and contour of the embankment shall not be changed without the prior written consent from the District. The following activities are prohibited within this swale: filling, excavation, and construction of fences, which impede the flow of surface water. No alteration of the Swale shall be authorized without prior written approval from the District. It shall be the responsibility of the lot owner to repair and maintain. Any damage to the Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Swale returned to its former condition as soon as possible. Further, all Swale vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any Swale parcel pursuant to the requirements of Section 10.25 hereof. If the Owner of any Swale parcel fails to maintain the embankment vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to

enter upon any such Swale parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such swale parcel pursuant to the provisions of Article VIII of this Declaration. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of the Swale and to control the growth and eradication of plants and fungi in or on any portion of the Swale. It is the responsibility of lot owners for ascertaining whether the Swale is located upon their lot.

Section 12.5 **Future Easements**. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under, and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 12.6 **Cable Television or Radio**. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

Section 12.7 **Easements for Maintenance Purposes**. The Developer reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot, Common Area and any portion of any Lot which is a part of the surface water or stormwater management system, as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer or the Association.

Section 12.8 **Developer Rights Re: Temporary Structures, Etc.** Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements located on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

12.9 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees and creates an easement in favor of the Builders, over, upon, across, and under the Property as may be required in connection with the development of the Property and to promote or otherwise facilitate the development, construction and sale of Lots or any portion of the Property. Without limiting the foregoing, Developer specifically reserves for itself, and creates an easement in favor of the Builders, for the right to use all paved roads and rights of way within the Property for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any improvements constructed or installed by Developer and/or Builders. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer and Builders have the right to use portions of the Common Areas in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model residential dwellings, installing signs and displays, holding promotional parties and events, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential dwellings. The easements created by this Section, and the rights reserved herein in favor of Developer and Builders.

ARTICLE XIII **GENERAL PROVISIONS**

Section 13.1 **Remedies for Violations.**

13.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD 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 Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys' fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

13.1.2 In addition to all other remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(a) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(b) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors (the "Rules Enforcement Committee") at which time the Owner shall present argument as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(c) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Rules Enforcement Committee shall be submitted to the Owner not later than thirty (30) days after the Board of Directors meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(d) The Rules Enforcement Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time.

(e) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(f) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

(g) All monies received from fines shall be allocated as directed by the

Board of Directors.

(h) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

(i) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. No member of the Rules Enforcement Committee shall participate in the review of any infraction in which such member is alleged to have participated.

Section 13.2 **Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 13.3 **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 13.4 **Titles.** The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.5 **Termination or Amendment.** The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Duval County, Florida. For so long as there is a Class B Membership and provided HUD or VA shall have insured or hold a mortgage within the Property, the following actions shall require approval of the Federal Department of Housing and Urban Development ("HUD") and the Veteran's Administration ("VA"): annexation of additional properties, dedication of any portion of the Common

Area, and amendment of this Declaration.

Section 13.6 **Assignment of Permit Responsibilities and Indemnification**. In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the ACOE permit. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the plat of the Subdivision and for compliance with the ACOE Permit. Subsequent to the termination of the Class B Membership, the Association shall indemnify, defend and hold the Developer harmless from all 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 an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 13.7 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 13.8 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.9 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of Duval County, Florida.

Section 13.10 **Disclaimers as to Water Bodies**. NEITHER THE DEVELOPER, BUILDERS, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

13.11 **Construction Activities**. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES,

INCLUDING BUILDERS, WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER, BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES. (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 29 day of July, 2005.

Signed, sealed and delivered in the presence of:

[Signature]
(Name Roberta K. Bott)

Kimberly A. Jones
(Name Kimberly A. Jones)

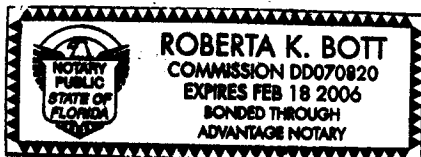
MORSE OAKS, LLC,
a Florida limited liability company

By: [Signature]
Name: Kenyon S. Atlee
Title: Managing Member

Address: 4501 Beverly Avenue
Jacksonville, Florida 32210

STATE OF FLORIDA)
COUNTY OF DUVAL)SS

The foregoing instrument was acknowledged before me this 29 day of July, 2005, by **Kenyon S. Atlee**, the Managing Member of **MORSE OAKS, LLC**, a Florida limited liability company, who acknowledges that he executes the foregoing on behalf of the company. He is personally known to me.



[Signature]
(Print Name _____)
NOTARY PUBLIC, State of Florida
Commission # _____
My Commission Expires: _____

EXHIBIT A

All those lands as described in the Plat of Morse Oaks, recorded in Plat Book 58 page 145, 146, 147, and 148 of the public records of Duval County, Florida

Exhibit "A" Cont'd

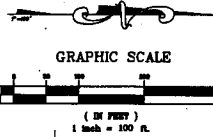
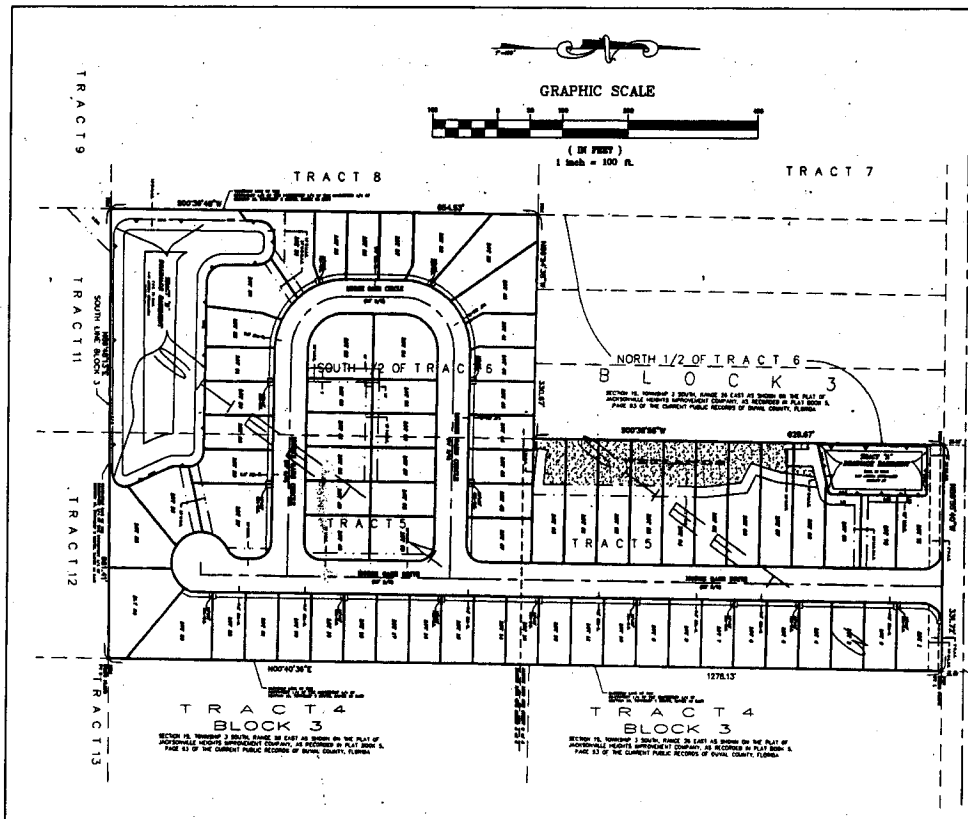
PLAT BK 59 PAGE 146

MORSE OAKS

REPLAT OF TRACT 5 AND A PORTION OF TRACT 6, BLOCK 3, SECTION 19, TOWNSHIP 3 SOUTH, RANGE 26 EAST, AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS IMPROVEMENT CO., AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF THE CITY OF JACKSONVILLE, FLORIDA

MORSE AVENUE

(90° SIGHT-OF-WAY)



- 1) THE INTENDED USE OF THESE COORDINATES IS FOR USE IN MAPPING PURPOSES. THE GEODETIC CONTROL POINTS SHOWN ON THIS PLAT ARE BASED ON THE STATE PLANE COORDINATE SYSTEM - FLORIDA WEST 83N - U.S. FEET.
- 2) NOTICE THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVISION SHOWN HEREON. THE CITY OF JACKSONVILLE HAS REVIEWED THIS PLAT AND HAS NO OBJECTION TO THE SAME. ANY OTHER DEPICTIONS OF THIS PLAT, INCLUDING THE EFFECTIVE RECORDING DATE OF THIS PLAT, ARE VOID FROM DATE OF THIS PLAT AND THEREAFTER. ANY DEVIATIONS FROM THIS PLAT THAT MAY BE FOUND IN THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, FLORIDA, SHALL BE DEEMED NULL AND VOID.
- 3) THE LANDS SHOWN HEREON ARE WITHIN FLOOD ZONE "X" AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, DATED AUGUST 15, 1989, AND ARE SUBJECT TO FLOODING. THE EFFECTIVE RECORDING DATE OF THIS PLAT IS VOID FROM DATE OF THIS PLAT AND THEREAFTER. ANY DEVIATIONS FROM THIS PLAT THAT MAY BE FOUND IN THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, FLORIDA, SHALL BE DEEMED NULL AND VOID.
- 4) CERTAIN EASEMENTS ARE RESERVED FOR USE IN CONNECTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.
- 5) THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNRESTRICTED EASEMENTS SHALL REMAIN TOTALLY UNRESTRICTED AND UNDEVELOPED. THE CITY OF JACKSONVILLE HAS REVIEWED THIS PLAT AND HAS NO OBJECTION TO THE SAME. ANY OTHER DEPICTIONS OF THIS PLAT, INCLUDING THE EFFECTIVE RECORDING DATE OF THIS PLAT, ARE VOID FROM DATE OF THIS PLAT AND THEREAFTER. ANY DEVIATIONS FROM THIS PLAT THAT MAY BE FOUND IN THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, FLORIDA, SHALL BE DEEMED NULL AND VOID.
- 6) THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNRESTRICTED/ACCESS EASEMENTS, SHALL REMAIN UNRESTRICTED/ACCESS EASEMENTS AND DESIGNATED AS UNRESTRICTED/ACCESS EASEMENTS BY THE CITY OF JACKSONVILLE.
- 7) "E.A." DENOTES THE EQUIPMENT EASEMENT. THESE EASEMENTS SHALL REMAIN TOTALLY UNRESTRICTED BY ANY DEVIATIONS THAT MAY BE FOUND IN THE CURRENT PUBLIC RECORDS OF JACKSONVILLE.
- 8) "E.A." DENOTES THE EASEMENT. THESE EASEMENTS SHALL REMAIN TOTALLY UNRESTRICTED BY ANY DEVIATIONS THAT MAY BE FOUND IN THE CURRENT PUBLIC RECORDS OF JACKSONVILLE.
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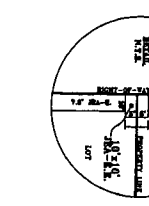
PSD 2003-015
 CON 6024



BARTRAK TRAIL SURVEYING, INC.
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
 1000 NORTH GARDNER AVENUE
 JACKSONVILLE, FLORIDA 32202
 (904) 781-1111 FAX (904) 781-2555



MINIMUM BUILDING RESTRICTION LINE (B.M.L.)
 FRONT 30'
 SIDE 5'
 BACK 10'



GRADE TABLE

LOT	EXISTING GRADE	PROPOSED GRADE
LOT 38	10.00	10.00
LOT 39	10.00	10.00
LOT 40	10.00	10.00
LOT 41	10.00	10.00
LOT 42	10.00	10.00
LOT 43	10.00	10.00
LOT 44	10.00	10.00
LOT 45	10.00	10.00
LOT 46	10.00	10.00
LOT 47	10.00	10.00
LOT 48	10.00	10.00
LOT 49	10.00	10.00
LOT 50	10.00	10.00
LOT 51	10.00	10.00
LOT 52	10.00	10.00
LOT 53	10.00	10.00
LOT 54	10.00	10.00
LOT 55	10.00	10.00
LOT 56	10.00	10.00
LOT 57	10.00	10.00
LOT 58	10.00	10.00
LOT 59	10.00	10.00
LOT 60	10.00	10.00
LOT 61	10.00	10.00
LOT 62	10.00	10.00
LOT 63	10.00	10.00
LOT 64	10.00	10.00
LOT 65	10.00	10.00
LOT 66	10.00	10.00
LOT 67	10.00	10.00
LOT 68	10.00	10.00
LOT 69	10.00	10.00
LOT 70	10.00	10.00
LOT 71	10.00	10.00
LOT 72	10.00	10.00
LOT 73	10.00	10.00
LOT 74	10.00	10.00
LOT 75	10.00	10.00
LOT 76	10.00	10.00
LOT 77	10.00	10.00
LOT 78	10.00	10.00
LOT 79	10.00	10.00
LOT 80	10.00	10.00
LOT 81	10.00	10.00
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LOT 83	10.00	10.00
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LOT 85	10.00	10.00
LOT 86	10.00	10.00
LOT 87	10.00	10.00
LOT 88	10.00	10.00
LOT 89	10.00	10.00
LOT 90	10.00	10.00
LOT 91	10.00	10.00
LOT 92	10.00	10.00
LOT 93	10.00	10.00
LOT 94	10.00	10.00
LOT 95	10.00	10.00
LOT 96	10.00	10.00
LOT 97	10.00	10.00
LOT 98	10.00	10.00
LOT 99	10.00	10.00
LOT 100	10.00	10.00

PLAT BOOK 59 PAGE 146
 SHEET 2 OF 4 SHEETS

EXHIBIT B

Articles of Incorporation

Jan. 26. 2005 7:01PM Sheffield&Boatright

No. 4920 FILED
SECRETARY OF STAT.
DIVISION OF CORPORATI

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ARTICLES OF INCORPORATION

OF

MORSE OAKS HOMEOWNERS ASSOCIATION, INC.
A CORPORATION NOT-FOR-PROFIT

We, the undersigned, being desirous of forming a corporation not for profit, do hereby associate ourselves into a corporation for the purposes and with the powers herein specified and do hereby agree to the following Articles of Incorporation:

ARTICLE I. NAME

The name of this corporation shall be:

MORSE OAKS HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE II. PURPOSE

The purposes and object of the Association shall be to administer the operation and management of **MORSE OAKS**, a residential development, (hereinafter "the Development") to be established upon that certain real property in Duval County, Florida, as described in that certain Declaration of Covenants, Conditions and Restrictions for **MORSE OAKS**, which shall be recorded in the current public records, Duval County, Florida and to operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District Permit No. 40-031-89571-1 requirements and applicable District rules and to assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

The Association does not contemplate pecuniary gain or profit to the members thereof and shall undertake and perform all acts and duties incident to the operation and management preservation and architectural control of the residence lots and common areas of the Development in accordance with the terms, provisions, and conditions of these Articles of Incorporation, the By-Laws of the Association and the Declaration.

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ARTICLE III. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida and the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing the use of the Lots, Common Area and Maintenance Area, as such terms are defined in the Declaration.
2. Own, hold, improve, build upon, maintain, operate, lease, sell, manage, transfer, dedicate for public use, and otherwise dispose of and deal with such real and personal property as may be necessary or convenient in connection with the affairs of the Association.
3. To own, manage, administer and operate such property as may be conveyed to it by the Developer, its successors or assigns for the mutual benefit and use of all Members.
4. Tax, levy, collect and enforce payment by all lawful means all charges or assessments against members of the Association and their Lots to defray the Common Expenses of the Development, as will be provided in the Declaration and the By-Laws, including the right to levy and collect adequate assessments against members of the Association for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Common Area, the Maintenance Area and other property owned by the Association, which may be necessary or convenient in the operation and management of the Development and in accomplishing the purposes set forth in the Declaration, and to pay all expenses, including office expenses, licenses, taxes, or governmental charges levied or imposed against the property of the Association, incident to the conduct of business of the Association, and to pay the cost of maintenance and operation of the surface water or stormwater management system (including work performed in the retention areas, drainage structures and drainage easements).

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5. Maintain, repair, replace, operate and manage the Common Area, Maintenance Area, including without limitation, the stormwater management system serving the Development (including but not limited to, retention areas, drainage structures and drainage easements) and any property owned by the Association, including the right to reconstruct improvements after casualty and to further improve and add to the Maintenance Area and other property owned by the Association.
6. Contract for the management of the Development, the Common Area, the Maintenance Area and other property owned by the Association and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws.
7. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing the use of the Development which may hereafter be established.

ARTICLE IV. QUALIFICATION OF MEMBERS

The qualifications of members, manner of their admission to and termination of membership shall be as follows:

A. The owners (as defined in the Declaration and the By-Laws) of all Lots in the Development shall be members of the Association, and no other persons or entities shall be entitled to membership, except the subscribers hereof.

B. A person shall become a Member by the acquisition of a vested present interest in the fee title to a Lot in the Development. The membership of any person or entity shall be automatically terminated upon his being divested of his title or interest in such Lot.

C. Transfer of membership shall be recognized by the Association upon its being provided with a certified copy of the recorded deed conveying such fee simple title to a Lot to the new Member.

D. If a corporation, partnership, joint venture or other entity is the fee simple title holder to a Lot, or the Lot is owned by more than one person, the Lot owner shall designate one person as the Member entitled to cast votes and/or to approve or disapprove matters as may be required or provided for in these Articles, the By-Laws or the Declaration.

E. Except as an appurtenance to his Lot, no Member can assign, hypothecate or transfer in any manner, his membership in the Association or his interest in the funds and

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assets of the Association. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and the By-Laws hereof.

ARTICLE V. VOTING

A. There shall be two classes of voting membership which classes are more fully defined in the Declaration and the By-Laws.

B. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each "Developed Lot" and for each "Undeveloped Lot Owned By Builders" (Developed Lot defined as having a single family home constructed thereon) in the Development. Such vote may be exercised or cast by the owner or owners in such manner as may be provided in the By-Laws of this Association. Should any Member own more than one Lot, each Member shall be entitled to exercise or cast one vote for each such Lot, in the manner provided for in the By-Laws. Notwithstanding the foregoing, the Developer shall have the right to cast the number of votes allocated to it in the Declaration and By-Laws for so long as it owns any "Undeveloped Lots" as defined in the Declaration and By-Laws or until its right to such votes terminates as provided in the Declaration.

C. Until the recordation of Declaration in the public records of Duval County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

ARTICLE VI. TERM OF EXISTENCE

Existence of this Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE VII. OFFICE

The principal office of the Association shall be 1031 Lasalle Street, Jacksonville, Florida 32207, or such other place as the Board of Directors may designate.

ARTICLE VIII. BOARD OF DIRECTORS

A. The business affairs of this Association shall be managed by the Board of Directors. The number of members of the first Board of Directors shall be Three (3).

B. Subject to the Declaration, the Board of Directors shall be elected by the Members of the Association from among the membership at the annual membership meeting as provided in the By-Laws; provided, however, that the Developer shall have the right to elect all of the Directors on the Board subject to the following:

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1. Lot owners other than the Developer shall be entitled to elect a majority of the Members of the board of Directors when the Developer has conveyed one hundred percent (100%) of the Lots or at such earlier time as the Developer may elect to voluntarily relinquish control of the Board of Directors, at Developer's sole option.

2. The names and residence addresses of the persons who are to serve as the initial Board of Directors until their successors are chosen, are as follows:

<u>Director</u>	<u>Address</u>
David A. Shacter	1031 Lasalle Street Jacksonville, Florida 32207
Linda Moore	1031 Lasalle Street Jacksonville, Florida 32207
Patrick Purgason	1031 Lasalle Street Jacksonville, Florida 32207

ARTICLE IX. OFFICERS

A. The officers of the Association shall be a President, one or more Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directors of the Board of Directors.

B. Officers of the Association may be compensated in the manner to be provided in the By-Laws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Development and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.

C. The persons who are to serve as officers of the Association until their successors are chosen are:

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<u>Officer</u>	<u>Name</u>
President	David A. Shacter
Vice President	Linda Moore
Secretary	Patrick Purgason

D. The officers shall be elected by the Board of Directors at their annual meeting as provided in the By-Laws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

E. The president shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by same person. Officers shall be elected annually.

ARTICLE X. BY-LAWS

A. The Board of Directors shall adopt by a majority vote the original By-Laws of the Association.

B. The By-Laws may be amended in accordance with the procedures set forth in the By-Laws.

ARTICLE XI. AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended as follows:

1. Amendments shall be proposed by a majority of the Board of Directors.
2. The President, or acting Chief Executive Officer of the Association in the absence of the President, shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the date on which the Board of Directors approve the amendment proposal. Each Member shall be given written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. Such notice shall be deemed properly given when deposited in the United States mail, addressed to the Member at his

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post office address as it appears on the records of the Association. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of at least a majority of the members of each class entitled to vote and a majority vote of all members in order for such amendment or amendments to become effective. If so approved, a certified copy of the said amendment or amendments shall be filed in the Office of the Secretary of State of the State of Florida and recorded in the public records of Duval County, Florida.

ARTICLE XII. INDEMNITY

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for reimbursement or indemnification hereunder is based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIII. NON-PROFIT STATUS

No part of the income of this corporation shall be distributed to the Members except upon dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

ARTICLE XIV. RULES OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT - DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027 F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XV. SUBSCRIBERS

The name and address of the subscriber to these Articles is:

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David A. Shacter

1031 LaSalle Street
Jacksonville, FL 32207

IN WITNESS WHEREOF, we, the undersigned subscribing incorporator has hereunto set his hand and seal this 24 day of January, 2005, for the purpose of forming this corporation not for profit under the laws of the State of Florida.



David A. Shacter

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing ARTICLES OF INCORPORATION were acknowledged before me this 24 day of January, 2005, by David A. Shacter, subscriber, who is personally known to me.



Notary Public
My Commission expires:

TERRY L. MARTINI
Notary Public, State of Florida
My comm. exp. Aug. 30, 2008
Comm. No. DD 351270

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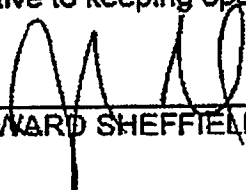
No. 4920 P. 10

**CERTIFICATE NAMING AGENT UPON WHOM DUE PROCESS
MAY BE SERVED**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted:

That MORSE OAKS HOMEOWNERS ASSOCIATION, INC., a corporation duly organized and existing under the laws of the State of Florida, with its principal office, as indicated in the articles of incorporation at City of Jacksonville, County of Duval, State of Florida, has named J. Howard Sheffield, located at 4209 Baymeadows Road, Jacksonville, Florida 32217, as its agent to accept service of process within this state.

Having been named to accept service of process for above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Florida Statute relative to keeping open said office.



J. HOWARD SHEFFIELD

SECRETARY OF STATE
DIVISION OF CORPORATIONS
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COPY

**ARTICLES OF AMENDMENT
TO
ARTICLE OF INCORPORATION
OF
MORSE OAKS HOMEOWNERS ASSOCIATION, INC.,
a Florida Not-for-Profit Corporation**

Document Number: N05000000867

Pursuant to the provisions of Section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment to its Articles of Incorporation:

AMENDMENTS ADOPTED:

1. **ARTICLE VIII. BOARD OF DIRECTORS.** is hereby amended to read as follows:

A. The business affairs of this Association shall be managed by the Board of Directors. The number of members of the first Board of Directors shall be Three (3).

B. Subject to the Declaration, the Board of Directors shall be elected by the Members of the Association from among the membership at the annual membership meeting as provided in the By-Laws; provided, however, that the Developer shall have the right to elect all of the Directors on the Board subject to the following:

1. Lot owners other than the Developer shall be entitled to elect a majority of the Members of the board of Directors when the Developer has conveyed one hundred percent (100%) of the Lots or at such earlier time as the Developer may elect to voluntarily relinquish control of the Board of Directors, at Developer's sole option.

2. The names and residence addresses of the persons who are to serve as the initial Board of Directors until their successors are chosen, are as follows:

<u>Director</u>	<u>Address</u>
David A. Shacter	6101 Gazebo Park Place North, Suite 107 Jacksonville, Florida 32257
Linda Moore	6101 Gazebo Park Place North, Suite 107 Jacksonville, Florida 32257
Bill Burkhart	505 Plaza Circle, Suite 206 Orange Park, Florida 32073

2. **ARTICLE IX. OFFICERS.** is hereby amended to read as follows:

A. The officers of the Association shall be a President, one or more Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directors of the Board of Directors.

B. Officers of the Association may be compensated in the manner to be provided in the By-Laws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Development and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.

C. The persons who are to serve as officers of the Association until their successors are chosen are:

<u>Officer</u>	<u>Name</u>
President	David A. Shacter
Vice President	Linda Moore
Secretary	Bill Burkhart


D. The officers shall be elected by the Board of Directors at their annual meeting as provided in the By-Laws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

E. The president shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by same person. Officers shall be elected annually.

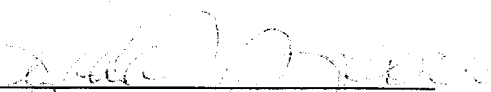
This Amendment was adopted on July 13, 2005, and is effective July ____, 2005.

There are no members or members entitled to vote on the amendment. The amendment was adopted by the Board of Directors.

Signed this _____ day of July, 2005.



David A. Shacter, President/Director



Linda A. Moore, Vice President/Director

Bill Burkhart, Secretary/Director

EXHIBIT C

Bylaws

COPY

**BYLAWS
OF
MORSE OAKS HOMEOWNERS ASSOCIATION, INC.**

**A corporation not for profit
under the laws of the State of Florida**

ARTICLE I

IDENTITY

These are the Bylaws of the **MORSE OAKS HOMEOWNERS ASSOCIATION, INC.**, hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on April _____, 2004.

The Association has been organized for the purpose of performing the functions as are outlined in the covenants, conditions and restrictions as may be recorded, for all phases of MORSE OAKS, a subdivision located in Duval County, Florida, including any amendments thereto (the "covenants"), and specifically for the purpose of the continual maintenance of the roads in the subdivision.

The Members of the Association shall be all lot owners, as more particularly defined in the covenants.

The office of the Association shall be at 1031 Lasalle Street, Jacksonville, Florida 32207, but may be changed from time to time, and meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

The fiscal year of the Association shall be the calendar year.

The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation. The seal shall be in the following form:

ARTICLE II

MEMBERS MEETINGS

A. **Annual meeting.** The annual members meeting shall be held at such location as shall be designated in the Notice of Meeting at 7:00 p.m. on the third Monday of January each year, beginning in 2005, for the purpose of electing directors and transacting business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. **Special Meetings.** Special meetings of the members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership. At a special meeting of the Members, the Association may only conduct that business and address those matters that were stated in the notice of the special meeting to be the purpose thereof.

C. **Notices.** Notice of all members' meeting stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed within the time frame as provided in the covenants. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. **Quorum.** A quorum at members' meetings shall be as provided in the covenants.

E. **Voting Rights.** The voting rights of the members shall be as specified in the covenants.

F. **Proxies.** Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

G. **Adjourned meetings** may be rescheduled as provided in the covenants.

H. **Order of Business.** The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

I. **Written Consent and Joinder.** In the event that any action is authorized to be taken by the Members at a meeting, it shall be permissible to approve such action by a written consent and joinder by the proportion of Members required to approve such action; provided,

however, that notice of the Association's intent to seek written consent and joinder shall be sent to all Members in accordance with the notice provision herein.

ARTICLE III

DIRECTORS

A. **Governing Body.** The affairs of the Association shall be governed by a Board of Directors. Except as provided in paragraph B of this Article, the Directors must be owners and reside in MORSE OAKS; provided, however, no person and his or her spouse may serve on the Board at the same time.

B. **Directors Appointed.** The names of the initial Directors are set forth in the Articles of Incorporation of the Association.

C. **Number.** The Board shall consist of three (3) members.

D. **Term.** The term of office of Directors shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

E. **Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve until the next annual meeting of the members.

F. **Compensation.** No Director shall receive compensation for any service he may render to the Association. However, a Director may be reimbursed for his actual expenses incurred in the performance of his duties.

G. **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Director, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the members. The committee shall nominate one (1) person for each Director then serving. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor.

H. **Election.** Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

ARTICLE IV

MEETINGS OF DIRECTORS

A. **Organization Meeting.** The first meeting of the members of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

B. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

C. **Special Meetings.** Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

D. **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

E. **Quorum.** A quorum at a Director's meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation or the Covenants or these By-laws.

F. **Adjourned Meetings.** If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

G. **Action Taken Without a Meeting.** The Board of Directors may take any action without a meeting which it could take at a meeting by obtaining the written consent and joinder of all Directors. Any action so taken shall have the same effect as though taken at a meeting of the Directors.

H. **Joinder in Meeting by Approval of Minutes.** The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

I. **Presiding Officer.** The presiding officer at a Directors' meeting shall be the Chairman of the Board if such an officer has been elected; and, if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their numbers to preside.

ARTICLE V

POWER AND DUTIES OF BOARD OF DIRECTORS

Subject to the provisions of the Covenants, the Board of Directors shall have the following powers and duties:

A. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions in the Covenants or Articles of Incorporation;

B. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

C. Employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to prescribe the duties and compensation of any such employee, and to provide for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

D. Prepare and adopt an annual budget in which there shall be established the contribution of each Owner to the common expenses, subject to the provisions in the covenants;

E. Make assessments to defray the common expenses, establish the means and methods of collecting such assessments, and establish the period of the installment payments of the annual assessment, send written notice of each assessment to every owner subject thereto, and to file and foreclose liens against any property for which assessments are not paid, all as provided in the Covenants;

F. Provide for the operation, care, upkeep and maintenance of all areas which are the maintenance responsibility of the Association, as set forth in the covenants;

G. Collect the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to administer the Association;

H. Open bank accounts on behalf of the Association and designate the signatories required;

I. Enforce by legal means the provisions of the Covenants and these Bylaws, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

J. Pay the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

K. Keep books with detailed accounts of the receipts and expenditures affecting the

Association and its administration, and specify the maintenance and repair expenses and any other expenses incurred, which books and records shall be open for inspection by any of the members at reasonable times and upon reasonable notice;

L. Contract with any person or entity for the performance of various duties and functions;

M. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

N. Cause any or all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

O. To present to the members at the annual meeting, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, a statement of all acts and corporate affairs;

P. To oversee the common areas, enforce rules and regulations, and such other duties relating to the common areas as may be necessary from time to time.

ARTICLE VI

OFFICERS AND THEIR DUTIES

A. **Enumeration of Offices.** The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. The President and Treasurer shall be elected from among the members of the Board of Directors.

B. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

C. **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless sooner removed or otherwise disqualified to serve.

D. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

E. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. **Vacancies.** A vacancy in any office may be filled by appointment by the Board.

The officer appointed to such vacancy shall serve for the remainder of the term of the vacancy.

G. **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to paragraph D of this Article.

H. **Duties.** The duties of the officers are as follows:

President

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association. He shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

The Vice President shall act in the place and stead of the President in the event of the President's absence or inability to act, shall assist the President generally, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; upon request of the Board of Directors, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

In addition, the Treasurer shall, when requested on behalf of any lot owner, furnish a certificate setting forth whether or not the assessments on a specified lot have been paid, which certificate shall be binding upon the Association as of the date of its issuance, as provided in the Covenants.

ARTICLE VII

COMMITTEES

The Association shall appoint an Architectural Control Committee as provided in the Covenants and a Nominating Committee as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

The foregoing was adopted as the By-laws of MORSE OAKS Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida.

DAVID SHACTER

LINDA MOORE

PATRICK PURGASON

EXHIBIT D

Common Area

The Common Area within Morse Oaks is

1. For the purpose of storm water management and drainage of surface water.
2. Recreation Areas, including but not limited to recreation amenities, landscaping, irrigation and lighting for use by the residence and their guest.
3. All Entry features, including but not limited to entry sign, fencing, landscaping, irrigation and lighting.

Any portion of the Common Area lying within an individual lot does not create any right of access by any other Owner to such portions of the Common Area lying within another Owner's lot or other privately owned portions of the Subdivision.

EXHIBIT "E"

Prepared by:
Sheffield & Boatright, P.A.
6101 Gazebo Park Place N., Suite 103
Jacksonville, Florida 32257

Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32178-1429

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ____ day of _____, 200_ By MORSE OAKS LLC having an address at 4501 Beverly Avenue, Jacksonville, Florida 32210 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Duval County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit #40-031-89571-1 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or

other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

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

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

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

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Duval County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation

Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

GRANTOR: MORSE OAKS LLC
a Florida limited liability company

Signature: _____

By: _____

Printed Name: _____

Signature: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200 __, by Kenyon S. Atlee as Managing Member of Morse Oaks LLC, a Florida limited liability company, who did not take an oath.

Notary Public, State of Florida at Large.

My Commission Expires: _____

Serial No. _____

Personally known _____ OR

Produced identification _____.

Identification produced _____.

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, _____ (mortgagee), the mortgagee under that certain _____ (title of mortgage document) dated _____ and recorded at Official Records Book ____, page ____, of _____ County, Florida, (if any assignments, specify) hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this ____ day of _____, 200__.

Witnesses:

Mortgagee

Name: _____

BY: _____
Name: _____
Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, who did not take an oath.

Notary Public, State of Florida at Large.
My Commission Expires: _____
Serial No. _____

Personally known _____
OR produced identification _____.
Identification produced _____.

DEPICTION AND DESCRIPTION OF WETLAND PRESERVATION AREA

EXHIBIT "A"
A PORTION OF MORSE OAKS SUBDIVISION, PLAT BOOK 58, PAGES 145-148 OF THE CURRENT PUBLIC RECORDS OF THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

DESCRIPTION: WETLAND PRESERVATION AREA

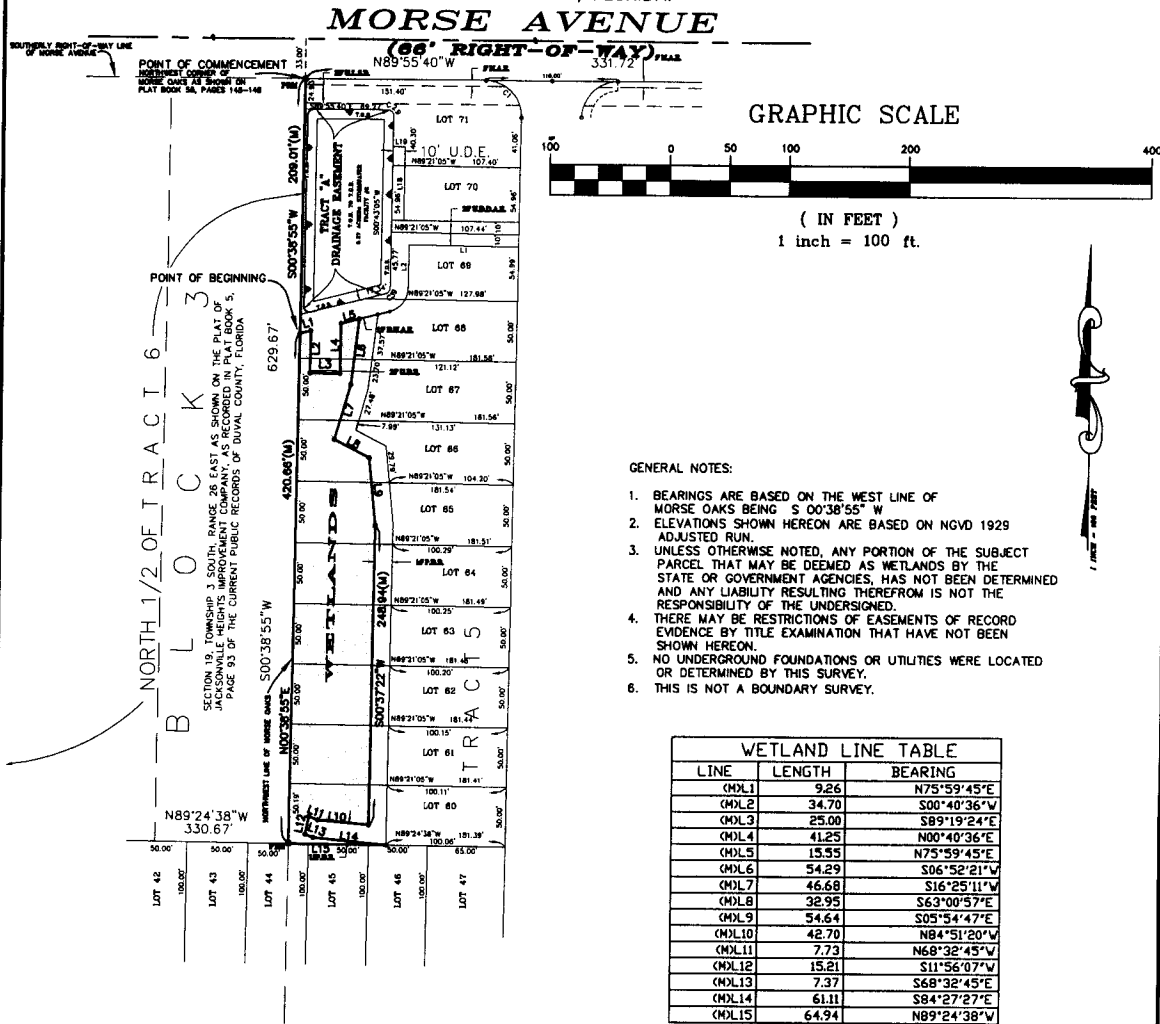
A PORTION OF MORSE OAKS SUBDIVISION, PLAT BOOK 58, PAGES 145-148 OF THE CURRENT PUBLIC RECORDS OF THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID MORSE OAKS SUBDIVISION, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MORSE AVENUE, RUN THENCE S00°38'55"W ALONG THE NORTHWEST LINE OF SAID MORSE OAKS A DISTANCE OF 209.01 FEET TO THE POINT OF BEGINNING;

THENCE N75°59'45"E A DISTANCE OF 9.26 FEET; THENCE S00°40'36"W A DISTANCE OF 34.70 FEET; THENCE S89°19'24"E A DISTANCE OF 25.00 FEET; THENCE N00°40'36"E A DISTANCE OF 41.25 FEET; THENCE N75°59'45"E A DISTANCE OF 15.55 FEET; THENCE S06°52'21"W A DISTANCE OF 54.29 FEET; THENCE S16°25'11"W A DISTANCE OF 46.68 FEET; THENCE S63°00'57"E A DISTANCE OF 32.95 FEET; THENCE S05°54'47"E A DISTANCE OF 54.64 FEET; THENCE S00°37'22"W A DISTANCE OF 248.94 FEET; THENCE N84°51'20"W A DISTANCE OF 42.70 FEET; THENCE N68°32'45"W A DISTANCE OF 7.73 FEET; THENCE S11°56'07"W A DISTANCE OF 15.21 FEET; THENCE S68°32'45"E A DISTANCE OF 7.37 FEET; THENCE S84°27'27"E A DISTANCE OF 61.11 FEET; THENCE N89°24'38"W A DISTANCE OF 64.94 FEET; THENCE N00°38'55"E A DISTANCE OF 420.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.55 ACRES ±

SAID LANDS SITUATED, LYING AND BEING IN DUVAL COUNTY, FLORIDA.



GENERAL NOTES:

- BEARINGS ARE BASED ON THE WEST LINE OF MORSE OAKS BEING S 00°38'55" W
- ELEVATIONS SHOWN HEREON ARE BASED ON NGVD 1929 ADJUSTED RUN.
- UNLESS OTHERWISE NOTED, ANY PORTION OF THE SUBJECT PARCEL THAT MAY BE DEEMED AS WETLANDS BY THE STATE OR GOVERNMENT AGENCIES, HAS NOT BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
- THERE MAY BE RESTRICTIONS OF EASEMENTS OF RECORD EVIDENCE BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.
- NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED OR DETERMINED BY THIS SURVEY.
- THIS IS NOT A BOUNDARY SURVEY.

PREPARED FOR: **KENDALE LAND DEVELOPMENT, INC.** CERTIFIED TO: **KENDALE LAND DEVELOPMENT, INC.**



BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 106 (904) 284-2224
GREEN COVE SPRINGS, FL 32043 FAX (904) 284-2258



LEGEND

- - DENOTES IRON MARKER FOUND IDENTIFICATION AS NOTED
- - DENOTES 5/8" REBAR SET UP POINT
- - DENOTES 4" x 4" CONCRETE MONUMENT LB (50#)
- - DENOTES 4" x 4" CONCRETE MONUMENT IDENTIFICATION AS NOTED
- N/A - DENOTES RIGHT OF WAY
- △ - DENOTES CENTRAL ANGLE
- CS - DENOTES CHORD BEARING
- L - DENOTES ARC LENGTH
- PT - DENOTES POINT OF TANGENCY
- PC - DENOTES POINT OF CURVATURE
- PI - DENOTES POINT OF INTERSECTION
- BS - DENOTES BREAK LINE
- R - DENOTES RADIUS (C) - DENOTES CALCULATED
- T - DENOTES TANGENT (S) - DENOTES MEASURED
- CD - DENOTES CHORD (D) - DENOTES OBSERVED
- P - DENOTES PLAT
- ± - DENOTES CENTERLINE

"I HEREBY CERTIFY, that this survey graphically represents the results of a field survey made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Land Surveyors, Chapter 61G17-6 F.A.C.; Pursuant to Section 472.027, Florida statutes, subject to all notes and notations shown hereon.

N/A AUGUST 02, 2005
FIELD WORK COMPLETED MAP ORIGINALLY SIGNED
Thomas P. Hughes
THOMAS P. HUGHES, P.L.S.
FLORIDA CERT. NO. 3507

NOTATION:
The survey hereon was made without benefit of abstract or search of title; and therefore the undersigned and Bartram Trail Surveying make no Certifications regarding information shown or not shown hereon pertaining to easements, claims of assessments, rights-of-way, setback lines, overlaps, Boundary line disputes, agreements, reservations or other similar matters which may appear in the abstract, or search of title.
This survey is prepared and certified for the exclusive use of the client named hereon and is not valid unless it bears an original signature and an embossed Surveyor's seal.

DRAWN BY: JLC/LDD3 CHECKED BY: TPH

F.I.R.M. FLOOD ZONE X ELEVATION: N/A
 PANEL NO.: 125147 0387 H 9/02/04
 FB/PC: N/A
 DATE: 8/02/05 SCALE: 1"=100'
 PROJECT NO. 257-02-003 REVISION:
 SHEET 1 OF 1

EXHIBIT "F"

Prepared by:
Sheffield & Boatright, P.A.
6101 Gazebo Park Place N., Suite 103
Jacksonville, Florida 32257

Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32178-1429

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ____ day _____, 200_ by WATERBROOK FALLS, LLC. ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Duval County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as (the "Property");

WHEREAS, Grantor grants this conservation easement in satisfaction as a condition of permit number 40-031-89571-1 issued by Grantee to Morse Oaks, LLC, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly

in its natural condition.

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

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

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Duval County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

10. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR: WATERBROOK FALLS, LLC.

Kenyon S. Atlee
Kenyon S. Atlee, as Managing Member

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by Kenyon S. Atlee, as the Managing Member, who did not take an oath.

Notary Public, State of Florida at Large.
My Commission Expires: _____
Serial No. _____

Personally known _____
OR produced identification _____.
Identification produced _____.

EXHIBIT "G"

Prepared by:
Sheffield & Boatright, P.A.
6101 Gazebo Park Place N., Suite 103
Jacksonville, Florida 32257

**Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32178-1429**

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ____ day _____, 200_ by MERIDIAN OAKS, LLC. ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Duval County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as (the "Property");

WHEREAS, Grantor grants this conservation easement in satisfaction as a condition of permit number 40-031-89571-1 issued by Grantee to Morse Oaks, LLC, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

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- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

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

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

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

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Duval County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

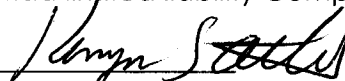
9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement

shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR: MERIDIAN OAKS LLC,
a Florida limited liability Company



Kenyon S. Atlee, as Managing Member

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by Kenyon S. Atlee, as the Managing Member, who did not take an oath.

Notary Public, State of Florida at Large.
My Commission Expires: _____
Serial No. _____

Personally known _____

OR produced identification _____.

Identification produced
_____.

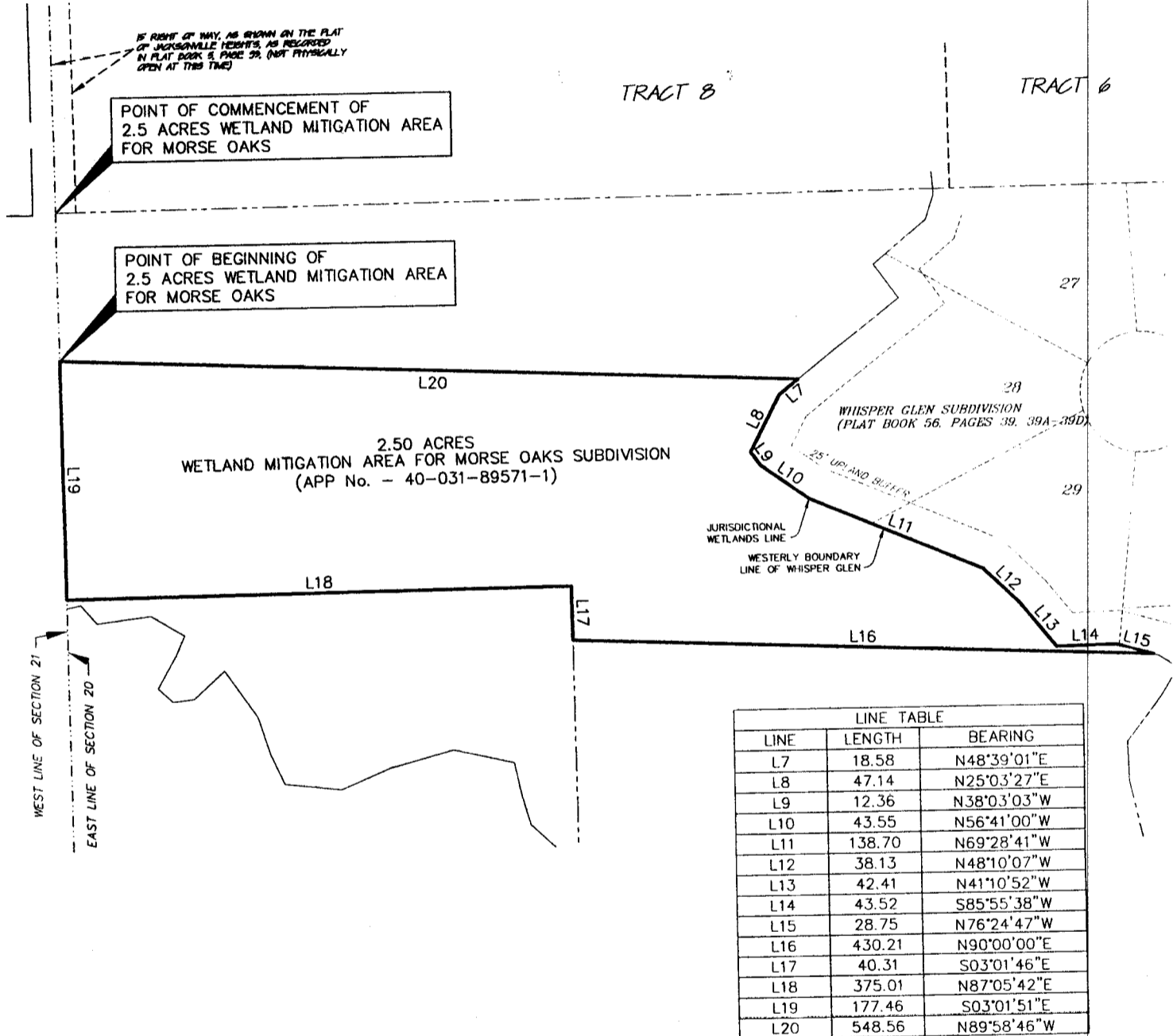
MAP SHOWING SKETCH OF MORSE OAKS WETLAND MITIGATION AT WHISPER GLEN

MAP SHOWING A SKETCH OF A PARCEL OF LAND, BEING:
 A) THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 25 EAST, LYING WEST OF THE OLD MIDDLEBURG ROAD.
 B) THE NORTH ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA.
 C) THE EAST ONE-HALF (1/2) OF THE SOUTH ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 21, TOWNSHIP 3 SOUTH, RANGE 25 EAST, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TRACT 8, BLOCK 2, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 25 EAST, JACKSONVILLE HEIGHTS, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; FROM THE POINT OF COMMENCEMENT RUN SOUTH 03°01'52" EAST A DISTANCE OF 110.51 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING CONTINUE SOUTH 03°01'52" EAST A DISTANCE OF 177.46 FEET; RUN THENCE NORTH 87°05'42" EAST A DISTANCE OF 375.01 FEET; RUN THENCE SOUTH 03°01'46" EAST A DISTANCE OF 40.31 FEET; RUN THENCE NORTH 90°00'00" EAST A DISTANCE OF 430.21 FEET TO A POINT LYING ON THE WESTERLY BOUNDARY LINE OF WHISPER GLEN AS RECORDED IN PLAT BOOK 56, PAGES 39, 39A THROUGH 39D (INCLUSIVE) OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; RUN THENCE ALONG LAST SAID BOUNDARY LINE THE FOLLOWING NINE (9) COURSES AND DISTANCES:

- COURSE No. 1 - NORTH 76°24'47" WEST, 28.75 FEET;
- COURSE No. 2 - SOUTH 85°55'38" WEST, 43.52 FEET;
- COURSE No. 3 - NORTH 41°10'52" WEST, 42.41 FEET;
- COURSE No. 4 - NORTH 48°10'07" WEST, 38.13 FEET;
- COURSE No. 5 - NORTH 69°28'41" WEST, 138.70 FEET;
- COURSE No. 6 - NORTH 56°41'00" WEST, 43.55 FEET;
- COURSE No. 7 - NORTH 38°03'03" WEST, 12.36 FEET;
- COURSE No. 8 - NORTH 25°03'27" EAST, 47.14 FEET;
- COURSE No. 9 - NORTH 48°39'01" EAST, 18.58 FEET;

RUN THENCE NORTH 89°58'46" WEST, DEPARTING LAST SAID BOUNDARY LINE A DISTANCE OF 548.56 FEET TO THE POINT OF BEGINNING.
 LANDS DESCRIBED ABOVE CONTAIN 109,061 SQUARE FEET OR 2.50 ACRES, MORE OR LESS IN AREA.



NOTES:

THIS MAP DOES NOT PURPORT TO BE A BOUNDARY SURVEY. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WETLAND_MITIGATION_MORSE_OAKS.DWG

NOTES:

1. BEARING SHOWN ARE BASED ON WESTERLY R/W LINE OF OLD MIDDLEBURG ROAD.
2. THIS IS A MAP TO SHOW SKETCH OF WETLAND MITIGATION AREA FOR MORSE OAKS AT WHISPER GLEN.
3. ELEVATIONS SHOWN THIS (15.0) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1929, (N.G.V.D. OF 1929).
4. BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONES, AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.), NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY PANEL NUMBER: MAP REVISION DATE:
5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
6. THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

LEGEND		DATE
☐	DENOTES CONCRETE MONUMENT	JULY 10, 2002
x-x	DENOTES FENCE	SCALE 1"=100'
○	DENOTES 1/2" IRON PIPE SET (AS NOTED)	JOB NO. 22198
●	DENOTES IRON PIPE FOUND (AS NOTED)	F. BOOK(S) --
x	DENOTES CROSS CUT	PAGE(S) --
		COMP. FILE SEE ABOVE
		DRAWN BY GREG

A & J LAND SURVEYORS, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB 6661
 PROFESSIONAL LAND SURVEYORS OFFICE: (904) 346-1733
 5041 LUELLA STREET JACKSONVILLE, FLORIDA 32207 FAX: (904) 346-1736

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY			
P.C.P.	PERMANENT CONTROL POINT	ESMT	EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT	L.B.	LICENSED BUSINESS
P.O.C.	POINT ON CURVE	WF	WIRE FENCE
P.O.B.	POINT OF BEGINNING	C.L.F.	CHAIN LINK FENCE
P.O.R.	POINT OF REFERENCE	M.P.F.	WOOD PRIVACY FENCE
P.C.	POINT OF CURVATURE	A/C	AIR CONDITIONER
P.T.	POINT OF TANGENCY	W	W/TH
P.C.C.	POINT OF COMPOUND CURVE	O.H.L.	OVERHEAD LINES
P.R.C.	POINT OF REVERSE CURVATURE	F.M.	FIELD MEASURED
P.I.	POINT OF INTERSECTION	R=	RADIUS EQUALS
R/W	RIGHT OF WAY	L=	ARC LENGTH EQUALS
O.R. V.	OFFICIAL RECORDS VOLUME	CH=	CHORD BEARING & DISTANCE EQUALS
D.B.	DEED BOOK	D=	DELTA OR CENTRAL ANGLE EQUALS
Pg.	PAGE	I.P.	IRON PIPE
B.R.L.	BUILDING RESTRICTION LINE	CALC.	CALCULATED

THIS IS TO CERTIFY THAT THIS SKETCH IS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYOR AND MAPPERS, IN CHAPTER 61G17-6.0, (FORMERLY CHAPTER 21H-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Jonathan B. Bowman
 JONATHAN B. BOWMAN, STATE OF FLORIDA,
 REGISTERED LAND SURVEYOR, CERTIFICATE No. 4600

PREPARED BY, RETURN TO:
Kendale Land Development
4501 Beverly Avenue
Jacksonville, Florida 32210

5 MIN. RETURN
PHONE # 888-9374

Book 11888 Page 316

DRAINAGE EASEMENT

THIS EASEMENT given this 15th day of May, 2004, by MARY L CISKO, AND WILLIAM F CISKO, (the "Grantors"), whose address is 6956 Mauldin Lane, Jacksonville Florida 32244 and MORSE OAKS LLC and MORSE OAKS HOMEOWNERS ASSOCIATION ("Grantees"), whose address is 4501 Beverly Avenue, Jacksonville, Florida, 32210

The purpose of this Easement is to facilitate and the associated stormwater management system. Subject to the terms and conditions hereinafter provided. The Grantors hereby declares, reserves and grants a perpetual non-exclusive easement and right of way over and across the property described in Exhibit "A" attached hereto (the "Easement Property") for the construction, operation, maintenance and repair of a Swale for the benefit of Morse Oaks Subdivision. The rights granted herein shall include the right of ingress and egress over the Easement Property for the purpose of doing anything necessary or useful or convenient for the enjoyment of the rights herein granted, subject to the conditions specified herein. The Swale Improvements shall be maintained, repaired by the Morse Oaks LLC until such time as the Morse Oaks HOA assumes ownership of the common lands, in accordance with all applicable laws, rules, regulations and permits. All such maintenance, repairs or replacement of the Swale Improvements shall be conducted as expeditiously as possible and in such a manner so as to minimize interference with the landowners rights. The provisions of this paragraph is to insure, if any unusual repairs or maintenance to the Swale is/are necessary as a result of the acts of any property owner or its contractors or agents then such repairs or maintenance shall be performed by Morse Oaks LLC.

WITNESSETH:

That for valuable consideration, the sufficiency of which is acknowledged, Grantor does hereby bargain, sell, grant and convey to Grantee a non-exclusive drainage easement over, upon, across the real property located in Duval County, Florida, which is more particularly described as follows:

See legal description, which is attached hereto as Exhibit A and B made a part hereof.

Grantor does hereby warrant title to the aforesaid real property and will defend the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed as the date hereinabove first written.

Signed, sealed and delivered in the presence of:

[Signature]
Print: Richard B. Prevatt
[Signature]
Print: Lori m. Prevatt

[Signature]
Print: Richard B. Prevatt
[Signature]
Print: Lori m. Prevatt

[Signature]
By: MARY L CISKO

[Signature]
By: WILLIAM F. CISKO

Doc# 2004203259
Book: 11888
Pages: 316 - 318
Filed & Recorded
06/22/2004 01:30:43 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 13.00
TRUST FUND \$ 2.00
REC ADDITIONAL \$ 12.00

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Instrument was acknowledged before me this 15th day of May, 2004 by William F. Cisko and Mary L. Cisko.

[Signature]
Print: Lori m. Prevatt
Notary Public, State of Florida
My Commission Expires: _____

They: (please check appropriate statement)
 are personally known to me
 have produced identification (specify type) _____



EXHIBIT "A"

DEPICTION OF DESCRIPTION

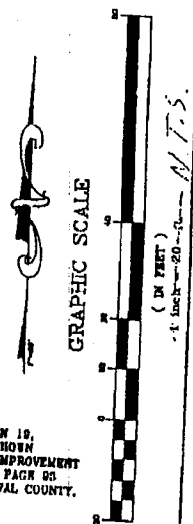
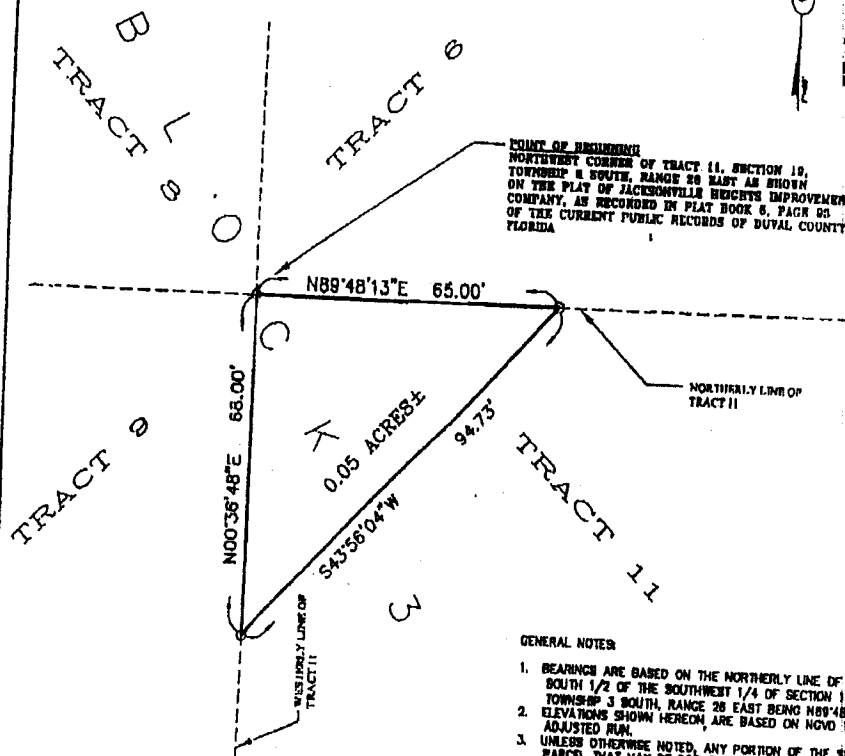
UNRESTRICTED DRAINAGE EASEMENT

A PORTION OF TRACT II, BLOCK 3, SECTION 19, TOWNSHIP 3 SOUTH, RANGE 26 EAST, AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS IMPROVEMENT CO., AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT II, BLOCK 3, SECTION 19, TOWNSHIP 3 SOUTH, RANGE 26 EAST; THENCE NORTH 89°48'13" EAST, A DISTANCE OF 65.00 FEET; ALONG THE NORTHERLY LINE OF AFORESAID TRACT II; THENCE SOUTH 43°56'04" WEST, A DISTANCE OF 94.73 FEET TO THE WESTERLY LINE OF AFORESAID TRACT II; THENCE NORTH 00°36'48" EAST, A DISTANCE OF 68.00 FEET ALONG THE WESTERLY LINE OF AFORESAID TRACT II TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES, MORE OR LESS

SAID LANDS SITUATED, LYING AND BEING IN DUVAL COUNTY, FLORIDA



GENERAL NOTES

1. BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 26 EAST BEING N89°48'13"E.
2. ELEVATIONS SHOWN HEREON ARE BASED ON NGVD 1929 ADJUSTED RUM.
3. UNLESS OTHERWISE NOTED, ANY PORTION OF THE SUBJECT PARCELS THAT MAY BE DEEMED AS WETLANDS BY THE STATE OR GOVERNMENT AGENCIES, HAS NOT BEEN DETERMINED AND ANY LIABILITY RELATING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
4. THERE MAY BE RESTRICTIONS OF EASEMENTS OF RECORD EVIDENCE BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.
5. NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED OR DETERMINED BY THIS SURVEY.

PREPARED FOR: KENDALE, INC.

CERTIFIED TO: KENDALE, INC.



BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
25 NORTH ORANGE AVENUE (904) 264-2224
GREEN COVE SPRINGS, FL 32043 FAX (904) 264-2268



1. ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF BARTRAM TRAIL SURVEYING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND DATE SPECIFIED HEREON.	2. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF LAND SURVEYING AS SET FORTH IN THE FLORIDA STATUTES, CHAPTER 471, F.S., AND THE RULES OF THE BOARD OF PROFESSIONAL LAND SURVEYORS, CHAPTER 61B-1, F.A.C.
3. THE SURVEYOR'S RESPONSIBILITY IS LIMITED TO THE INFORMATION PROVIDED HEREON AND DOES NOT EXTEND TO ANY OTHER INFORMATION OR TO ANY OTHER PART OF THE PROJECT.	4. THE SURVEYOR'S LIABILITY IS LIMITED TO THE INFORMATION PROVIDED HEREON AND DOES NOT EXTEND TO ANY OTHER INFORMATION OR TO ANY OTHER PART OF THE PROJECT.
5. THE SURVEYOR'S LIABILITY IS LIMITED TO THE INFORMATION PROVIDED HEREON AND DOES NOT EXTEND TO ANY OTHER INFORMATION OR TO ANY OTHER PART OF THE PROJECT.	6. THE SURVEYOR'S LIABILITY IS LIMITED TO THE INFORMATION PROVIDED HEREON AND DOES NOT EXTEND TO ANY OTHER INFORMATION OR TO ANY OTHER PART OF THE PROJECT.

I HEREBY CERTIFY, that this survey was made and the results of a field survey made under my responsible direction and control, in accordance with the Standards and Practices of the Profession of Land Surveying as set forth in the Florida Statutes, Chapter 471, F.S., and the Rules of the Board of Professional Land Surveyors, Chapter 61B-1, F.A.C.

DATE: 05/05/01
BY: Thomas P. Hughes

NOTATION:
This survey was made and the results of a field survey made under my responsible direction and control, in accordance with the Standards and Practices of the Profession of Land Surveying as set forth in the Florida Statutes, Chapter 471, F.S., and the Rules of the Board of Professional Land Surveyors, Chapter 61B-1, F.A.C.

FILE NO.	FLD 008 X	KEY PLAN N/A
PANEL NO.	120077 0078-0310	
DATE	05/05/01	SCALE: 1"=20'
PROJECT NO.	REVISION	

Exhibit I
Pump Information
Location/spec's

Z:\Morse Oaks\Morse Oaks Covenants And Restrictions.Doc

OWNERS COPY

**MORSE OAKS
SUBMITTAL COVER SHEET**

TO: OWNER
KENDALE LAND DEVELOPMENT, INC.
4501 BEVERLY AVENUE
JACKSONVILLE, FLORIDA 32210

FROM: CONTRACTOR
SOUTHERN DEVELOPMENT CORP
5500-00 PHILLIPS HIGHWAY
JACKSONVILLE, FLORIDA 32207

ENGINEER
KLOSS, MOSLEY & ASSOCIATES, INC.
6015 CHESTER CIRCLE, SUITE 210
JACKSONVILLE, FL. 32217

DESCRIPTION: STORM WATER
LIFT STATION

SUBMITTAL #: 0404-KMA-003

DATE: 30-Dec-04

ENGINEERS REVIEW

AUTHORITY REVIEW

KLOSS, MOSLEY & ASSOCIATES, INC.	
Jacksonville, Florida	
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved as noted <input type="checkbox"/> Not Approved	
Approved subject to requirements of plans & specifications. Shop Details Not Checked	
By <u>B. Smith</u>	
Date <u>1/1/05</u>	
Engineer's approval of this submittal will not relieve contractor from complying with Plans & Specifications.	

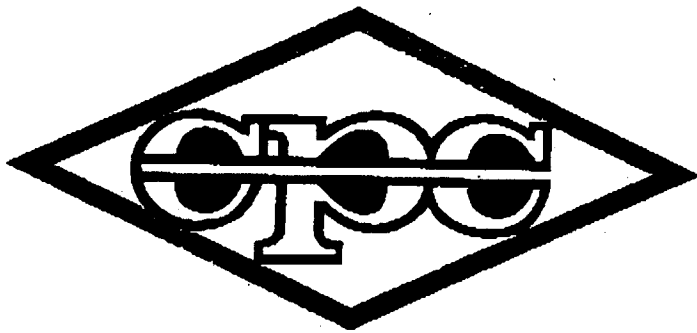
OWNERS REVIEW

CONTRACTORS REVIEW

APPROVED

CHECKING IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN
CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE
INFORMATION GIVEN IN THE CONTRACT DOCUMENTS

COMMENTS:



Custom
Pump &
Controls, Inc.

SUBMITTAL PROPOSAL

Project: MORSE OAKS STORMWATER STATION

Location: JACKSONVILL, FLORIDA

Contractor; SOUTHERN DEVELOPMENT
JACKSONVILLE, FL. 32207

Date: DEC. 29TH., 2004

PO#; 11302

Submitted By : CUSTOM PUMP & CONTROLS/ WENDELL COOPER

Custom Pump & Controls, Inc.

Project: MORSE OAKS STORMWATER STATION

Location: JACKSONVILLE, FL.

Contractor; SOUTHERN DEVELOPMENT
5500 PHILLIPS HWY.
JACKSONVILLE, FL. 32207

Date: DEC. 28TH., 2004

PO#; 11302

Submitted By : CUSTOM PUMP & CONTROLS/ WENDELL COOPER

**Equipment Supplied is For A 230 Volt/ 60 Hertz/ 1 ph
4 - Wire (With Neutral)**

**Site Voltage Must Be Confirmed Before Equipment is
Released For Manufacture.**

**It Is The Responsibility Of The Contractor To Insure Proper
Voltage On Site, Not The Pump Supplier.**

Check One

- 1 Phase, 115 volt
- 1 Phase, 208 volt
- 1 Phase, 230 volt
- 3 Phase, 208 volt
- 3 Phase, 230 volt
- 3 Phase, 460 volt

Electrical Contractor _____

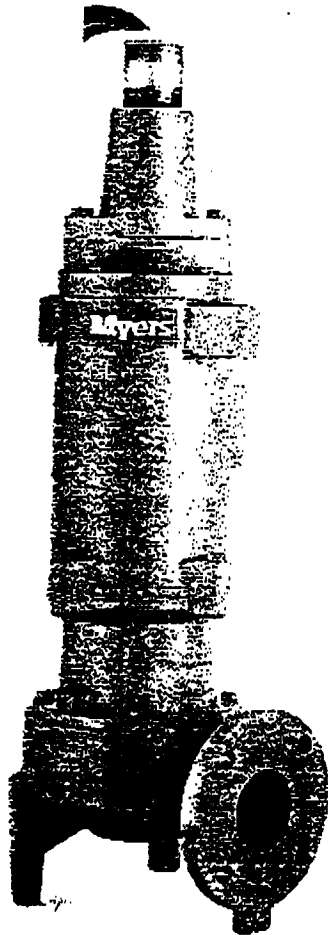
Bill of Materials

**CUSTOMER: SOUTHERN DEVELOPMENT
PROJECT: MORSE OAKS STORMWATER STATION**

QTY.	MATERIALS SUPPLIED
1	MYERS 3RH30M2-21, 3 H.P NON-CLOG SUBMERSIBLE PUMPS, 1 PHASE, 230 VOLT, WITH 25' POWER CORDS.
1	LB-5 S.S. LIFTING BAIL.
1	1/4" X 8' STAINLESS STEEL LIFTING CABLES.
3	SM30NO 30' MERCURY FLOAT SWITCHES.
1	SIMPLEX CONTROL PANEL, FDEP APPROVED, NEMA 3R FIBERGLASS ENCLOSURE. UL 508 LISTED.
1	STAINLESS STEEL CABLE RACK.

3RH and 3RHX (EXPLOSION-PROOF)

3" Non-clog Wastewater Pumps
Standard (3RH) and Explosion-Proof (3RHX) Construction



MYERS 3RH AND 3RHX (EXPLOSION-PROOF) SUBMERSIBLE WASTEWATER PUMPS ARE THE RIGHT CHOICE WHEN DIFFICULT TO PUMP FIBROUS OR STRINGY SOLIDS ARE TO BE EXPECTED. The 3RH/3RHX series provides smooth, vibration-free operation when operating at heads higher than peak efficiency. For use in commercial lift stations, treatment plants and industrial waste applications, Myers offers a complete line of wastewater pumps, lift-out rail assemblies, controls and accessories to meet your needs. Call your Myers distributor, or the Myers Ohio sales office at 419-289-1144 for more details.

ADVANTAGES BY DESIGN

PASSES STRINGY TRASH, FIBROUS WASTES, SLURRIES, AND OTHER DIFFICULT TO PUMP SOLIDS THAT STANDARD ENCLOSED OR SEMI-OPEN IMPELLERS CAN NOT.

- Recessed impeller design has completely open passage in volute.
- Pumping action is by Vortex, solids can not get caught in impeller volute

- Operates without vibration or cavitation over entire performance curve. Operates near shut-off without harming pump.

DURABLE MOTOR WILL DELIVER MANY YEARS OF RELIABLE SERVICE.

- Recessed impeller greatly increases bearing life by reducing radial load.
- Oil-filled motor for maximum heat dissipation and constant bearing lubrication.
- Heat sensor thermostats imbedded in windings protect motor from overheat conditions.
- Seal leak probes warn of moisture entry; helps prevent costly motor burnout.

AVAILABLE WITH OPTIONAL FM APPROVAL FOR USE IN CLASS 1, GROUPS C AND D HAZARDOUS LOCATIONS (3RHX ONLY).

PRODUCT CAPABILITIES

Capacities To	315 gpm	19.9 lps
Heads To	100 ft.	30.4 m
Solids Handling (dia.)	2 in.	50.8 mm
Liquids Handling	raw unscreened sewage, fibrous wastewater, effluent, storm water	
Intermittent Liquid Temp.	up to 140°F	up to 60°C
Winding Insulation Temp. (Class F)	311°F	155°C
Motor Electrical Data	3450 RPM 3-5 HP 230V, 1Ø, 60 Hz 3-7 1/2 HP 200/230/460/575V, 3Ø, 60 Hz	
Std. Third Party Approvals	CSA	
Optional Approvals	FM Class 1, Group C & D (3RHX only)	
Acceptable pH Range	6 - 9	
Specific Gravity	.9 - 1.1	
Viscosity	28 - 25 SSU	
Horizontal Discharge Flanged Centerline	3 in.	76 mm
	125 lb. ANSI	

NOTE: Consult factory for applications outside of these recommendations.

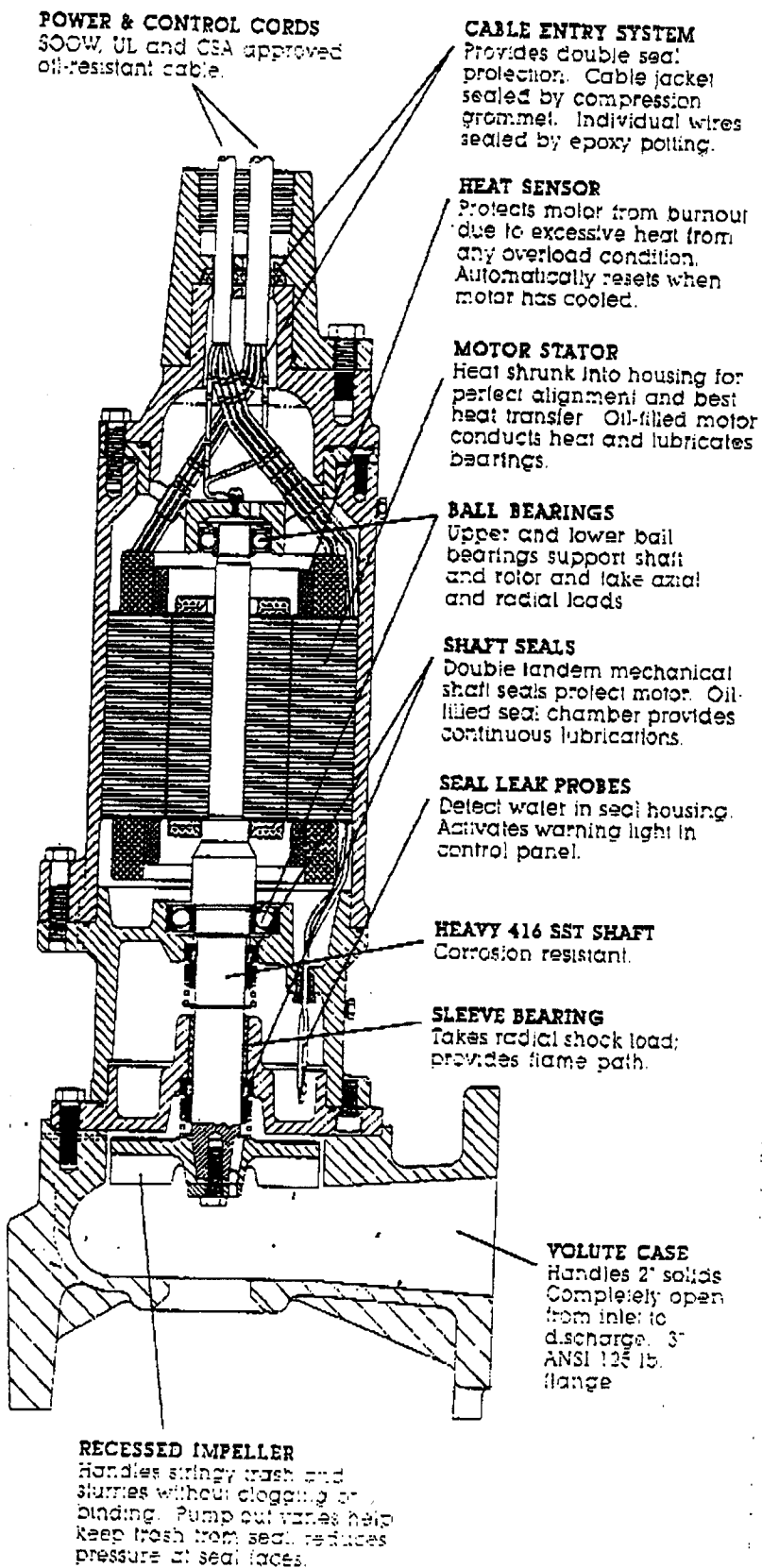
Construction Materials

Motor Housing, Seal Housing, Cord Cap and Volute Case	cast iron, Class 30 ASTM A48
Recessed Impeller	ductile iron, Class 65 ASTM A536
Power and Control Cord	25 ft. SOOW
Mechanical Seals	double tandem, type 31 carbon and ceramic
Optional:	lower tungsten carbide
Pump, Motor Shaft	415 S&T
Fasteners	300 series S&T

WHERE INNOVATION MEETS TRADITION

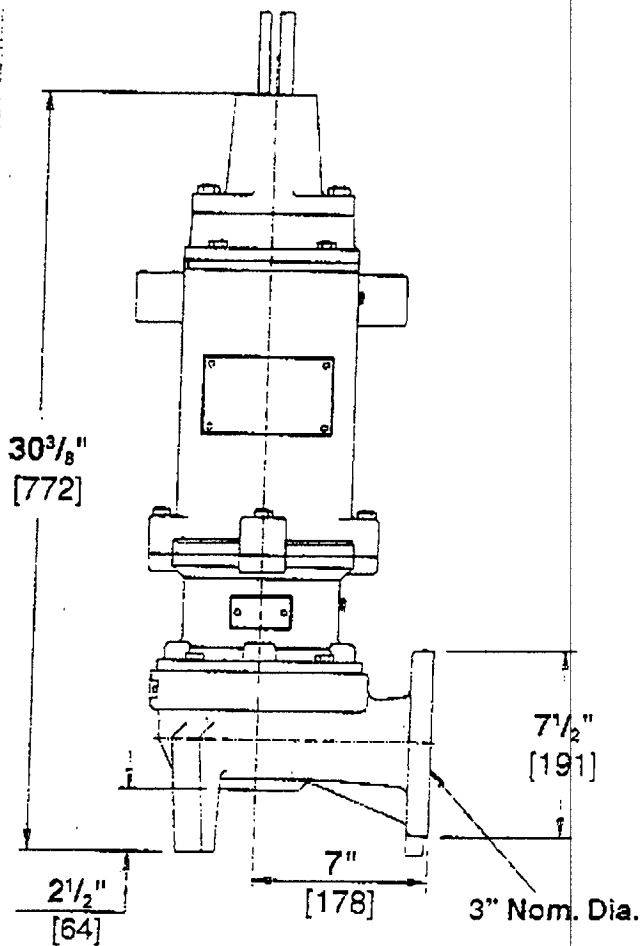
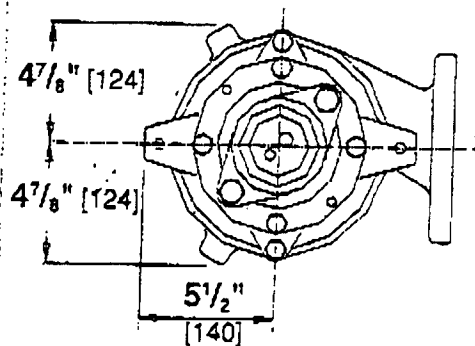
Myers

Detroit Pump Company



DIMENSIONS

[] Dimensions in mm



3RH

SPECIFICATIONS

PUMP MODEL - Pump shall be Myers Model Number 3RH/3RHX Non-Clog Submersible Pump with recessed type impeller. All openings in pump shall be large enough to pass a 2" diameter sphere. Discharge flange shall be three (3) inch standard. The 3RHX pump and motor assembly shall be FM listed for Class 1, Groups C and D explosion-proof service.

OPERATING CONDITIONS - Pump shall have a capacity of 138 GPM at a total head of 18' feet and shall use a 3 HP motor operating at 3450 RPM.

MOTOR - Pump motor shall be of the sealed submersible type rated 3 HP at 3450 RPM, 60 Hertz. Motor shall be for single phase 230 volts ~~xxxxxx~~ or three phase 200 volts _____, 230 volts _____, 460 volts _____ or 575 volts _____. Single phase motors shall be of capacitor start, capacitor run, NEMA L type. Three phase motors shall be NEMA B type.

Stator winding shall be of the open type with Class F insulation good for 155°C (311°F) maximum operating temperature. Winding housing shall be filled with a clean high dielectric oil that lubricates bearings and seals and transfers heat from windings and rotor to outer shell. Air-filled motors which do not have the superior heat dissipating capabilities of oil-filled motors shall not be considered equal.

Motor shall have two heavy duty ball bearings to support pump shaft and take radial and thrust loads and a sleeve guide bushing directly above the lower seal to take radial load and act as flame path for seal chamber. Ball bearings shall be designed for 50,000 hours B-10 life. Stator shall be heat shrunk into motor housing.

A heat sensor thermostat shall be attached to and imbedded in the winding and be connected in series with the motor starter contactor coil to stop motor if temperature of winding is more than 120°C (248°F). Thermostat to reset automatically when motor cools to safe operating temperature. Three heat sensors to be used on 3 phase motors. The common pump motor shaft shall be of 416 stainless steel.

SEALS - Motor shall be protected by two mechanical seals mounted in tandem with a seal chamber between the seals. Seal chamber shall be oil filled to lubricate seal face and to transmit heat from shaft to outer shell.

Seal face shall be carbon and ceramic and lapped to a flatness of one light band. Lower seal faces shall be _____ carbide (optional).

A double electrode shall be mounted in the seal chamber to detect any water entering the chamber through the lower seal. Water in the chamber shall cause a red light to turn on at the control box. This signal shall not stop the motor but shall act as a warning only, indicating service is required.

IMPELLER - The impeller shall be cast ductile iron and of the recessed type. Pump-out vanes shall be used on back shroud. Impeller shall be dynamically balanced. Impeller shall be driven by stainless steel key and impeller held in position with lock screw and washer.

Impeller and motor shall have top lift-out of case so that the assembly can be removed without disturbing any piping.

PUMP CASE - The volute case shall be of cast iron and have a flanged center line discharge. Discharge flange shall be 3" standard with bolt holes straddling center line.

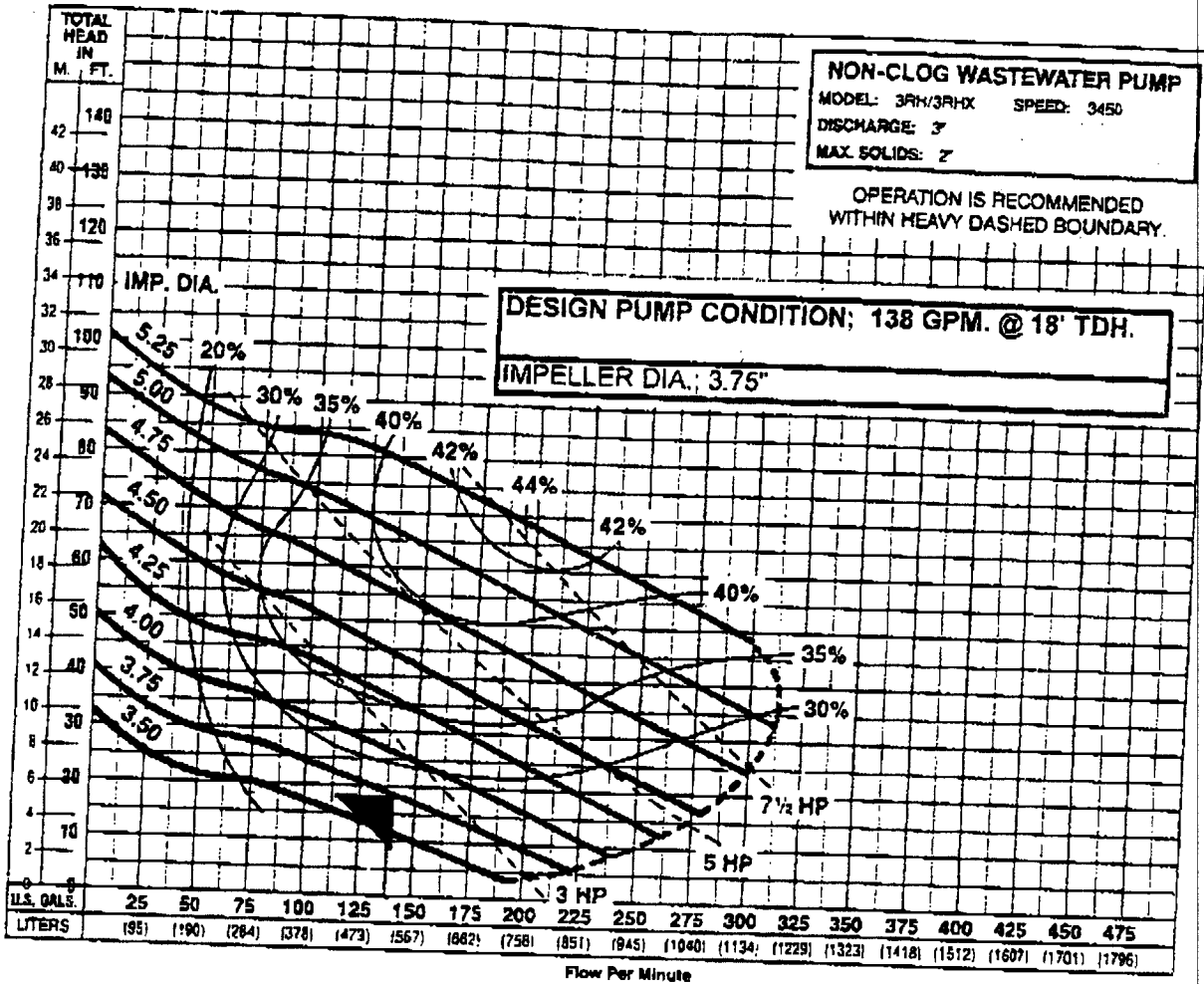
PUMP AND MOTOR CASTINGS - All castings shall be of high tensile cast iron and shall be treated with phosphate and chromate rinse.

BEARING END CAP - Upper motor bearing cap shall be a separate casting for easy mounting and replacement.

POWER CABLES - Power cord and control cord shall be double sealed. The power and control conductor shall be single strand sealed with epoxy potting compound and then clamped in place with rubber seal bushing to seal outer jacket against leakage and to provide for strain pull. Cords shall withstand a pull of 300 pounds to meet F.M. requirements.

Insulation of power and control cords shall be type SOOW. Both control and power cords shall have a green carrier ground conductor that attaches to motor frame.

PUMP PERFORMANCE



Pump performance is based on clear water (1.0 specific gravity @ 68°F) and pump fluid end (hydraulic) efficiency. Motor data based on 40°C ambient temperature.

Available Models		Motor Electrical Data														
Standard	Explosion Proof	HP	Volts	Phase	Hz	Start Amps	Run Amps	Service Factor	Run Amps	Service Factor	Start KW	Run KW	Start KVA	Run KVA	NEC Code Letter	Service Factor
3RH30M2-01	3RHX30M2-01	3	200	1	60	135.0	17.9	23.8	3.5	4.6	27.0	3.6	L	1.20		
3RH30M2-21	3RHX30M2-21	3	230	1	60	75.0	15.6	20.7	3.5	4.6	17.3	3.6	G	1.20		
3RH30M2-03	3RHX30M2-03	3	200	3	60	66.0	9.9	13.3	3.2	4.3	22.9	2.3	J	1.20		
3RH30M2-23	3RHX30M2-23	3	230	3	60	56.6	8.6	11.5	3.2	4.3	22.5	2.3	J	1.20		
3RH30M2-43	3RHX30M2-43	3	460	3	60	28.3	4.3	5.8	3.2	4.3	22.5	2.3	J	1.20		
3RH30M2-53	3RHX30M2-53	3	575	3	60	22.0	3.5	4.5	3.2	4.3	22.9	2.4	J	1.20		
3RH50M2-01	3RHX50M2-01	5	200	1	60	135.0	29.3	33.4	5.2	5.8	27.0	5.9	F	1.20		
3RH50M2-21	3RHX50M2-21	5	230	1	60	117.0	25.5	29.0	5.2	5.8	26.9	5.9	F	1.20		
3RH50M2-03	3RHX50M2-03	5	200	3	60	82.0	17.0	19.1	5.2	5.9	28.4	4.0	G	1.20		
3RH50M2-23	3RHX50M2-23	5	230	3	60	77.0	14.8	16.6	5.2	5.9	30.7	4.0	G	1.20		
3RH50M2-43	3RHX50M2-43	5	460	3	60	38.5	7.4	8.3	5.2	5.9	30.7	4.0	G	1.20		
3RH50M2-53	3RHX50M2-53	5	575	3	60	34.0	5.9	6.6	5.2	5.9	33.5	4.0	G	1.20		
3RH75M2-03	3RHX75M2-03	7.5	200	3	60	211.0	23.6	31.1	7.4	9.7	73.1	5.5	L	1.31		
3RH75M2-23	3RHX75M2-23	7.5	230	3	60	172.0	20.5	27.0	7.4	9.7	68.5	5.5	L	1.31		
3RH75M2-43	3RHX75M2-43	7.5	460	3	60	86.0	10.3	13.5	7.4	9.7	68.5	5.5	L	1.31		
3RH75M2-53	3RHX75M2-53	7.5	575	3	60	71.4	8.2	10.8	7.4	9.7	71.1	5.5	L	1.31		

Motor Efficiencies and Power Factor									
HP	Phase	Service Factor				Service Factor			
		100% Load	75% Load	50% Load	100% Load	75% Load	50% Load		
3	1	85.0	85.2	80.0	95	96	97	96	
3	3	82.3	89.3	88.9	94	94	91	86	
5	1	77.5	71.5	69.5	86	92	95	85	
5	3	75.3	71.6	67.4	89	90	87	83	
7.5	3	75.2	75.0	74.7	89	90	88	83	

*Scope of material included in base bid for Custom Pump & Controls, Inc.
Morse Oaks Stormwater Station*

<i>Qty</i>	<i>Label</i>	<i>Description</i>
1	Field Connection	Terminal, 600VAC, 35A, 10 pole
1	Neutral Connection	Terminal, 600VAC, 79A, 1 pole
0.5		Terminal Mounting Rail, 35mm
2		Terminal Mounting Bracket, 30 degree angle
4		Terminal End Retainer
1		Lightning/Surge Arrestor, 240VAC, 1 Phase, 2 Wire
1		Bracket for lightning/surge arrestor
1	Generator Conn.	Generator Receptacle 250V, 60A, 3P, 4W
1		Generator Receptacle, Weatherproof Cover w/ Padlockable Hasp
2	Main & Emerg	Circuit Breaker, 240VAC, 2 Pole, 50A, 10KAIC
1	Pump	Circuit Breaker, 240VAC, 2 Pole, 30A, 10KAIC
1	Control	Circuit Breaker, 120VAC, 1 Pole, 10A, 10KAIC
2		Hat-Section
1		Manual Transfer Assembly
1		Vertical Small Manual Transfer Block (All Types)
1		Under Voltage Relay, 240 Volt, 1 phase
1		Contact, FVNR, IEC Size D, 208/240/480V, 7.5/7.5/15 HP, 25A
1	Motor Overload	O/L Relay, 3P, 12-18 FLA, class 10
1	Customer Supplied	Single Phase Start Kit
2		Fuse, Slo-Blo, Time Delay, 250VAC, 1A
1		Fuse Block, 500VAC, 30A 2 Pole
1	Silence	Relay, Octal Plug-in, 3PDT, 120VAC With Manual Operator
1		Relay Socket, Octal, 8 Pin, 300VAC
1		Relay Socket, Octal, 11 Pin, 300VAC
1	Hand - Off - Auto	Selector Switch, Toggle Type, 3 Pos., On-Off-On, SPDT
1		Dress Nut, Beveled
1	Seal Leak Indicator	Pilot Light, LED, 7/8" diameter, 125VAC, Amber
1	Run Indicator	Pilot Light, LED, 7/8" diameter, 120VAC, Green
1	Silence	Pushbutton, 22mm, NEMA 4X, flush type, Black
1		Contact Block, (1) Normally Open
1	Elapse Time Meter	Elapse Time Meter, Square, 6 Digit, 120VAC
1	Audible Alarm	Alarm Horn, Electronic, 120VAC
1	Visual Alarm	Alarm Beacon, 40Watt, Red, 120VAC
9		Nameplates, Laser-screened, Backpanel, Tape Mounted
2		Nameplates, Laser-screened, Tape Mounted (for breakers)
1		Enclosure, NEMA 4X, Fiberglass, 20"H X 16"W X 8"D
1		Back panel, Painted White Steel, 12 Gauge
1		Hinged Innerdoor, .080 Aluminum

This information provided is confidential and proprietary to Economy Control Systems and is intended solely for the recipient listed above. Do not duplicate.

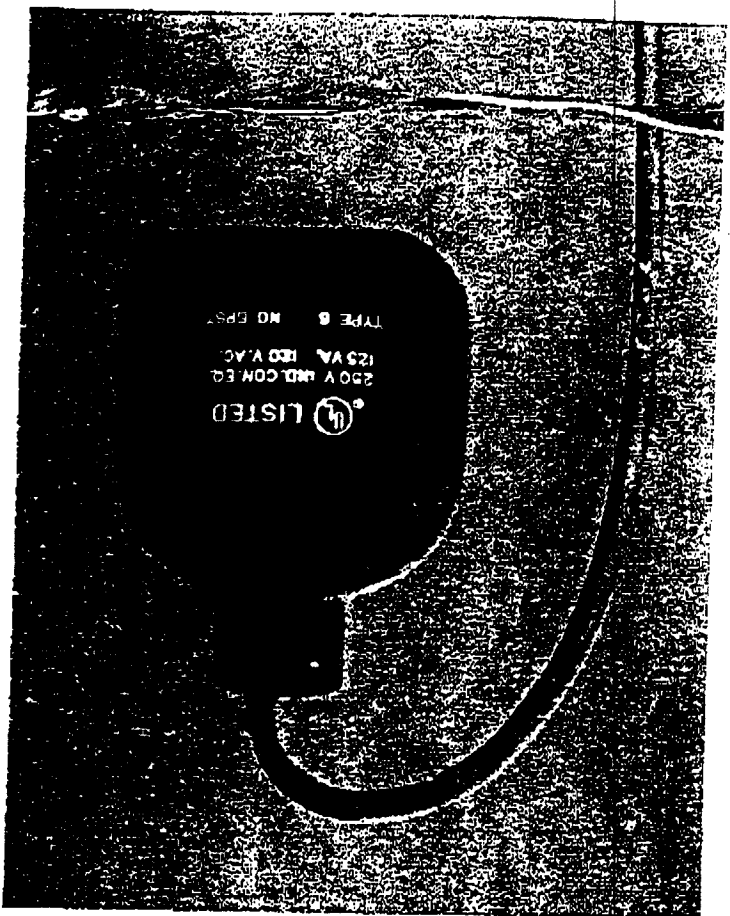
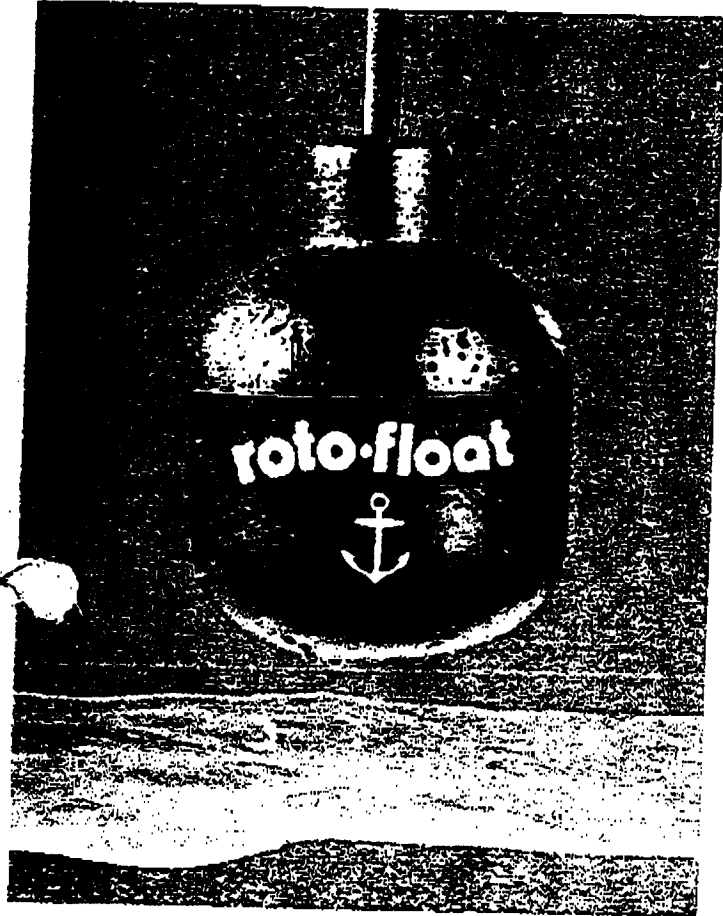
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anchor scientific inc.
 Box 378, Long Lake, MN 55356 • 952-473-7115 • FAX 952-473-6002

roto-float
 Type S - Suspended
 Form 2700-B

TYPE S



The ROTO-FLOAT is a direct acting float switch. Each ROTO-FLOAT contains a single pole mercury switch which actuates when the longitudinal axis of the float is horizontal, and deactuates when the liquid level falls 1" below the actuation elevation.

The float is a chemical resistant polypropylene casing with a firmly bonded electrical cable protruding. One end of the cable is permanently connected to the enclosed mercury switch and the entire assembly is encapsulated to form a completely water tight and impact resistant unit. Type S — Suspended has built in weight.

ROTO-FLOATS can be mounted on a support pipe (type P) or suspended from above (type S). Advantages of the ROTO-FLOAT are low cost, simplicity and reliability.



Listed

- Pilot Duty
- Industrial Control Equipment

CABLE

C. type STO #18 conductors (41 strands)
 Rated 600 volts • Various lengths available
 • See table of models • Non-standard lengths also available on special order.

Received Time May. 27. 10:40AM

Switch Arrangement	Cable Length	Suspended Type S Model No.	Ship Wt.
Normally Open	20	S20NO	4#
	30	S30NO	4 1/2#
	40	S40NO	5 1/2#
Normally Closed	20	S20NC	4#
	30	S30NC	4 1/2#

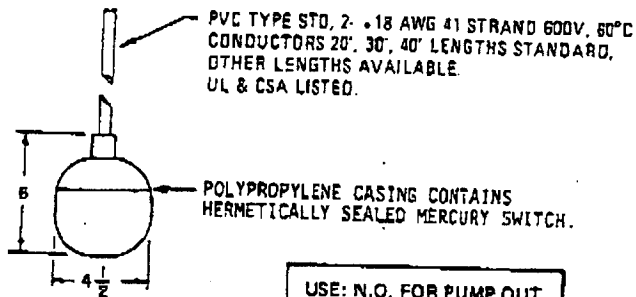
GENERAL DESCRIPTION:

THE ROTO-FLOAT IS A DIRECT ACTING FLOAT SWITCH. EACH ROTO-FLOAT CONTAINS A SINGLE POLE MERCURY SWITCH WHICH ACTUATES WHEN THE LONGITUDINAL AXIS OF THE FLOAT IS HORIZONTAL, AND DEACTUATES WHEN THE LIQUID FALLS 1" BELOW THE ACTUATION ELEVATION.

THE FLOAT IS A CHEMICAL RESISTANT POLYPROPYLENE CASING WITH A FIRMLY BONDED ELECTRICAL CABLE PROTRUDING. ONE END OF THE CABLE IS PERMANENTLY CONNECTED TO THE GLASS ENCLOSED MERCURY SWITCH AND THE ENTIRE ASSEMBLY IS ENCAPSULATED TO FORM A COMPLETELY WATER TIGHT AND IMPACT RESISTANT UNIT.

ROTO-FLOATS CAN BE MOUNTED ON A SUPPORT PIPE, (TYPE P); OR SUSPENDED FROM ABOVE, (TYPE S). ADVANTAGES OF THE ROTO-FLOAT ARE LOW COST, SIMPLICITY AND RELIABILITY. VARIOUS CIRCUIT CONFIGURATIONS, OTHER THAN THE ONES LISTED BELOW, ARE AVAILABLE.

SPECIFICATIONS:



USE: N.O. FOR PUMP OUT
N.C. FOR PUMP IN

- UL LISTED, IND. CONT. EQ.
PILOT DUTY
4.5 AMPS 120 VAC
2.25 AMPS 240 VAC
- FLOAT COLOR
N.O., BLACK
N.C., RED
- MOUNTING ARRANGEMENT
TYPE P- PIPE MOUNTED MODEL INCLUDES POLYPROPYLENE CLAMP
TYPE S- SUSPENDED MODEL WITH STABILIZING WEIGHT.

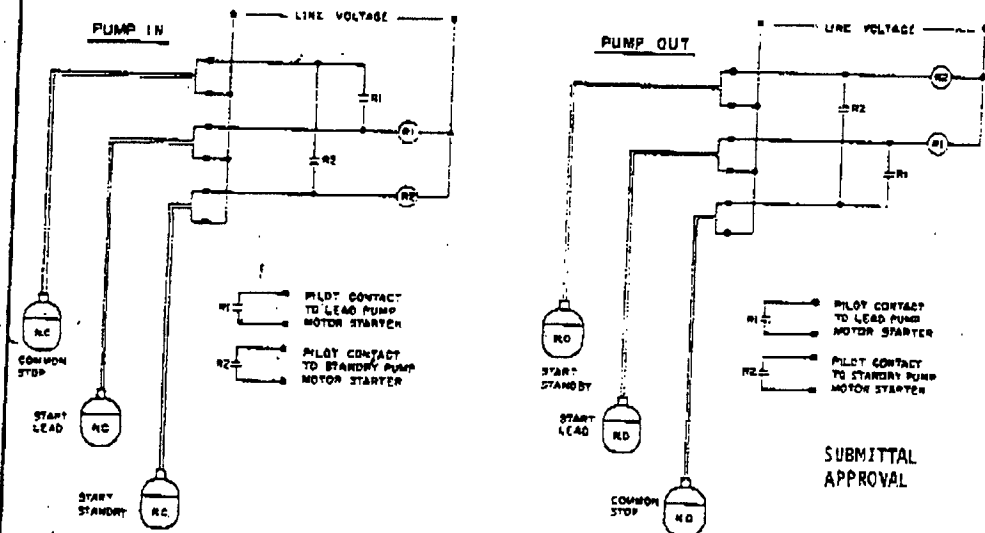
MODELS:

SWITCH ARRANGEMENT	CABLE LENGTH	SUSPENDED TYPE S		PIPE MOUNTED TYPE P	
		MODEL NO.	SHIP WT.	MODEL NO.	SHIP WT.
NORMALLY OPEN	20	S20NO	4-	P20NO	2-
	30	S30NO	4 1/2-	P30NO	2 1/2-
	40	S40NO	5 1/2-	P40NO	3 1/2-
NORMALLY CLOSED	20	S20NC	4-	P20NC	2-
	30	S30NC	4 1/2-	P30NC	2 1/2-
	40	S40NC	5 1/2-	P40NC	3 1/2-

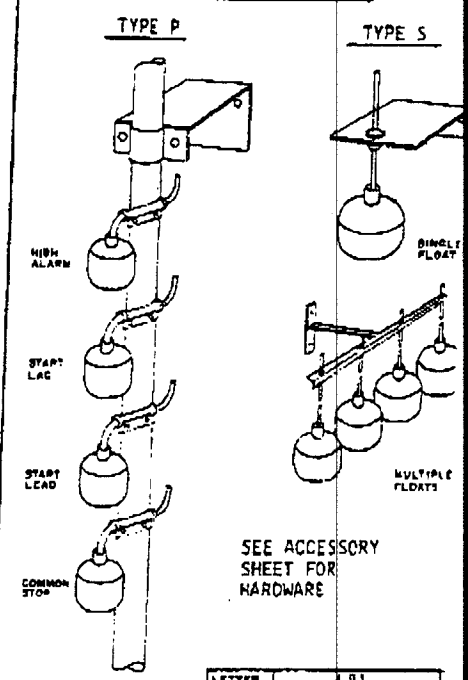
APPLICATIONS:

FOR USE IN CONTROLLING PUMPS OR OTHER MACHINES AND MEASURING ALARM LEVELS IN WATER, SEWAGE AND MANY OTHER LIQUIDS. ROTO-FLOATS MAY BE USED FOR PUMP IN OR PUMP OUT CONTROL, FOR LOW LEVEL CUTOFF, OR FOR LOW AND HIGH LEVEL ALARMS.

TYPICAL 2 PUMP CIRCUITS



TYPICAL MOUNTING



SUBMITTAL APPROVAL

NAME _____

DATE _____

IMPORTANT NOTE: Use in accordance with local electrical code and authority having jurisdiction. Do not use Roto-Floats in gasoline, volatiles or other combustibles.

This product contains mercury. Dispose of in accordance with Local, State and Federal regulations. Mercury does not evaporate.

Not for use in potable water.

Received Time May 27 10:40 AM

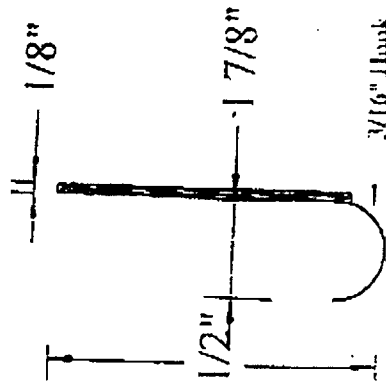
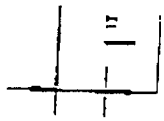
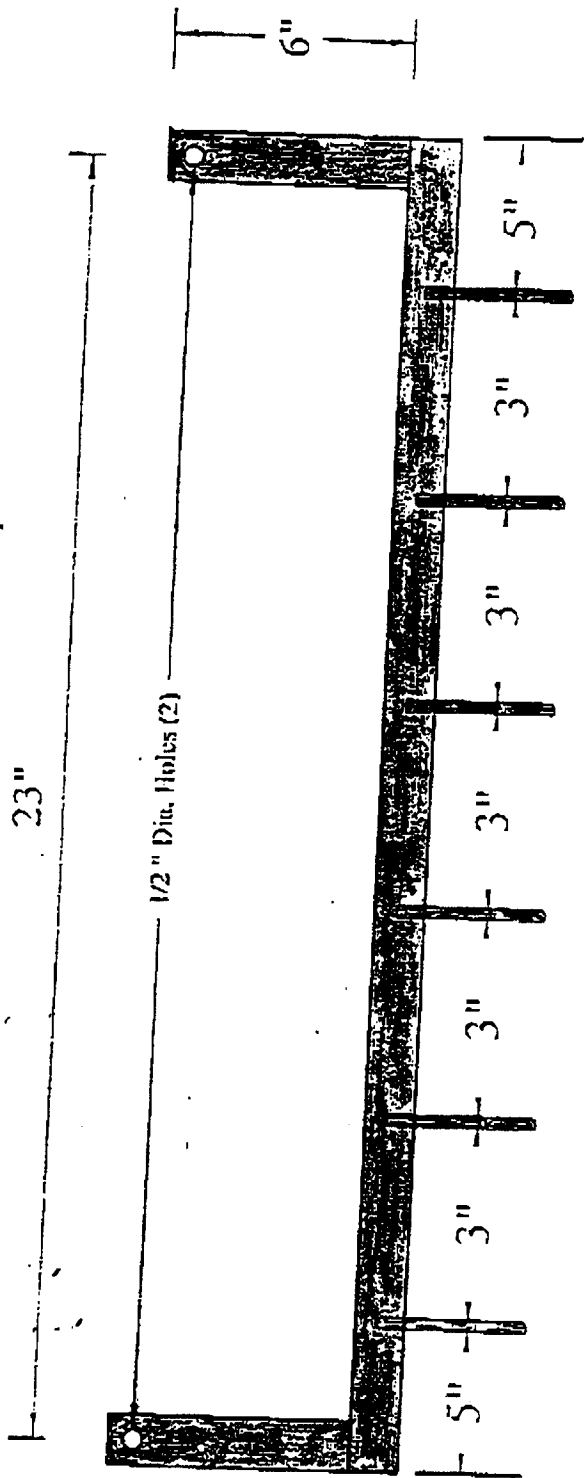
OWN BY	DATE	
PD	1-9-74	
REC BY	DATE	
JA	1-9-74	
APP BY	DATE	
DS	4-30-76	
PROJECT NAME	ROTO-FLOAT	

LETTER A 8-81


anchor scientific inc.
Box 378, Long Lake, MN 55356
612/473-7115

SPECIFICATION DATA SUBMITTAL AND INSTRUCTION SHEET

CPC STAINLESS STEEL CABLE RACK



M16 Hook

	Part No.	CPC-CR6
	Date	Drawn by R.S.
Project	Dwg. No. 00273	MTS
Material	Stainless Steel Cable Rack	
	304 Stainless Steel	

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