

Prepared by and return to:

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**DECLARATION OF REVITALIZED COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR SCOTT MILL HOLLOW**

**(An Unrecorded Subdivision in the Prudence Plummer Grant,
Section 41, Township 3 South, Range 27 East, Duval County, Florida)**

KNOWN ALL MEN THESE PRESENTS:

WHEREAS, FIXEL ENTERPRISES, INC., (hereinafter called "Developer"), a Florida corporation, was the owner and Developer of the lands described on Exhibit "A" and developed said lands as shown on the Map described as Exhibit "B" attached hereto; and

WHEREAS, the Developer, in order to maintain the value and integrity of the lands described on Exhibit "A" attached hereto (such lands are hereafter referred to as Parcels 1-5), desired to, and did in fact, subject said lands to the covenants, conditions, easements and restrictions set forth in that certain Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "Original Declaration"), recorded on June 22, 1984, at Official Records Volume 5816, Pages 1322-1337, of the Public Records of Duval County, Florida, each and all of which were declared by the Developer to be for the benefit of each and every owner of any and all parts thereof;

WHEREAS, the Developer amended the Original Declaration and annexed to the Original Declaration those additional lands described in Exhibit "C" attached hereto (hereafter referred to as Parcels 6-8), and shown on the Map described as Exhibit "D" attached hereto, by that certain Annexation of Additional Lands to and Modification of Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "Annexation Amendment"), recorded on January 28, 1985, at Official Records Volume 5908, Pages 1914-1932, of the Public Records of Duval County, Florida;

WHEREAS, on or about June 19, 1994, the Developer was administratively dissolved by the Florida Secretary of State, Division of Corporations;

WHEREAS, on June 16, 2014, pursuant to paragraph 24 of the Declaration, the Owners of a majority of the Parcels in Scott Mill Hollow voted in favor of forming a three (3)-person committee (the "Committee") vested with and entitled to exercise the rights, powers, privileges, authorities and reservations of the Developer under the Declaration, and documented their formation of the Committee in that certain Notice of Establishment of Committee by Election Pursuant to Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill

Hollow (the "Notice of Establishment of Committee"), recorded on July 7, 2014, at Instrument # 2014150452, Book 16836, Pages 1054-1055, of the Public Records of Duval County, Florida;

WHEREAS, on July 7, 2014, the Committee amended the Declaration by recording that certain Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "First Amendment"), at Official Records Doc # 2014150453, Book 16836, Page 1056-60, of the Public Records of Duval County, Florida;

WHEREAS, on August 4, 2014, the Committee amended the Declaration by recording that certain Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "Second Amendment"), at Official Records Doc # 2014173264, Book 16865, Pages 2202-2216, of the Public Records of Duval County, Florida;

WHEREAS, on December 2, 2014, the Committee amended the Declaration by recording that certain Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "Third Amendment"), at Official Records Doc # 2014270402, Book 16991, Pages 1899-1911, of the Public Records of Duval County, Florida;

WHEREAS, the Committee, upon discovering that the Florida Marketable Record Title Act, §§ 712.01-712.11, Florida Statutes (2015), had caused the Original Declaration, as amended, to cease governing one or more parcels in Scott Mill Hollow, convened as an organizing committee for purposes of revitalizing the Original Declaration, as amended, pursuant to Sections 712.11 and 720.403-720.407, Florida Statutes (2015);

WHEREAS, the Committee prepared this proposed Declaration of Revitalized Covenants, Conditions, Easements and Restrictions of Scott Mill Hollow (this "Declaration"), which incorporates and combines all provisions of the Original Declaration, the Annexation Amendment, the First Amendment, the Second Amendment, and the Third Amendment, and makes further amendments and omissions only as necessary to comply with the requirements of Sections 720.403-720.407, Florida Statutes (2015), and to include all other provisions required by Chapter 720, Florida Statutes (2015), for new declarations that were not included in the Original Declaration;

WHEREAS, the Committee also prepared proposed Articles of Incorporation for Scott Mill Hollow Homeowners Association, Inc. (the "Articles") and proposed Bylaws of Scott Mill Hollow Homeowners Association, Inc. (the "Bylaws") for the creation of Scott Mill Hollow Homeowners Association, Inc., a Florida not-for-profit corporation which shall be governed by Chapter 720, Florida Statutes, in accordance with the statutory requirements for covenant revitalization;

WHEREAS, the Committee presented by regular mail and FedEx to all Parcel owners in Scott Mill Hollow for review and approval, copies of the complete text of this Declaration, the proposed Articles, the proposed ByLaws, and a graphic depiction of the property to be governed by this Declaration;

WHEREAS, beginning 14 days after delivery to all Parcel owners of copies of the complete text of this Declaration, the proposed Articles, the proposed ByLaws, and a graphic depiction of the property to be governed by this Declaration, the Committee sought from each of the Parcel owners in Scott Mill Hollow, consent to this Declaration, the Articles and the Bylaws;

WHEREAS, a majority of the affected Parcel owners in Scott Mill Hollow agreed in writing to this Declaration, the Articles and the Bylaws;

WHEREAS, the Committee submitted a copy of this Declaration, the Articles and the Bylaws, along with all supporting materials identified in Section 720.406(1)(a)-(f), Florida Statutes (2015), to the Florida Department of Economic Opportunity (the "Department") for review and approval of the Committee's proposal to preserve the residential community of Scott Mill Hollow;

WHEREAS, the Department has determined that this Declaration, the proposed Articles and the proposed Bylaws comply with the requirements of Sections 720.403-720.407, Florida Statutes (2015), and have been approved by a majority of the affected parcel owners, and the Department has notified the Committee in writing of its approval;

WHEREAS, pursuant to the requirements of Section 720.407(3), Florida Statutes, a true and correct copy of written approval by a majority of the affected Parcel owners in Scott Mill Hollow is attached hereto as Exhibit "E"; a true and correct copy of the executed Articles is attached hereto as Exhibit "F"; a true and copy of the executed Bylaws is attached hereto as Exhibit "G"; a true and copy of the letter of approval by the Department is attached hereto as Exhibit "H"; and a graphic depiction, the legal description and current owner(s) of each Parcel to be affected by this Declaration are identified on Exhibit "I" attached hereto.

NOW, THEREFORE, the Scott Mill Hollow Homeowners Association, Inc. (the "Association"), for itself, its successors and assigns, hereby impose and revitalize the covenants, restrictions and easements hereinafter described, which easements shall be perpetual in duration unless otherwise provided, on the lands described on Exhibit "I" attached hereto and which shall run with the title of said lands and which shall be binding upon all parties having any right, title or interest in said lands or any part thereof described on Exhibit "I" attached hereto, their heirs, personal representatives, successors and assigns, and which shall inure to the benefit of each owner thereof. As previously stated in the Annexation Amendment, this Declaration is an equitable servitude running with the title to all Parcels comprising Scott Mill Hollow and a personal obligation upon the owners of those lots to the extent provided in this Declaration.

1. DEFINITIONS

- (a) "LANDS" shall mean and refer to the lands described on Exhibit "I" attached hereto, which by reference are incorporated in and made part hereof.
- (b) "BUILDING PLOT" shall mean and refer to each of the eight (8) parcels of land described on Exhibit "I", which may be resubdivided in accordance herewith.

- (c) "PRIVATE ROAD EASEMENT" shall mean and refer to "Sandy Branch Lane" as shown on the Map attached hereto as part of Exhibit "I".
- (d) "DRAINAGE AND UTILITY EASEMENT" shall mean and refer to the drainage and utility easements shown on Map attached hereto as Exhibit "B" and more particularly described on Exhibit "J" attached hereto.
- (e) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel described on Exhibit "I" attached hereto, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (f) "ASSOCIATION" shall mean and refer to Scott Mill Hollow Homeowners' Association, Inc.
- (g) "DECLARATION" shall mean and refer to this Declarations of Revitalized Covenants, Conditions, Restrictions and Easements for Scott Mill Hollow.

Unless the context otherwise requires, the use herein of the singular shall include the plural, and vice versa; the use of gender shall include all genders; and the use of the term "including" shall mean "including without limitation." The headings used herein are for convenience only and shall not be used as a means of interpretation or construing the substantive provisions hereof.

2. RESIDENTIAL USE

- (a) All Building Plots shall be used for residential purposes only and for the easements as shown on the Maps attached hereto as Exhibits "B" and "D", and as more particularly described on Exhibit "J" attached hereto, and the easements hereinafter created. No structure except as otherwise provided herein shall be erected, altered or permitted to remain on any Building Plot other than one (1) single family residential dwelling. The height of said residential dwelling shall not be more than two (2) full stories above the surface of the ground, and in no event shall the maximum height of any residential dwelling exceed thirty-five (35) feet. No residential dwelling or other structure situated on any Building plot shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution or for any business, manufacturing or commercial purposes whatsoever.
- (b) It is the intent that each Building Plot in its entirety shall be occupied and used only as a private dwelling for the Owner and his or her immediate family, or if rented, by the Owner's lessee and the lessee's immediate family, in the nature of single family residence. The total number of occupants shall not exceed two times the number of habitable rooms in a dwelling. Habitable room means a room or enclosed floor space within a dwelling used or intended to be used for living or sleeping purposes, excluding kitchens, dining rooms or areas, bathrooms, water closet compartments, laundries or laundry rooms, pantries, foyers or communication corridors. Building Plots in their entirety may be rented, provided

the occupancy is only by one (1) lessee and members of his/her immediate family, temporary guests and temporary invitees. Communal living arrangements for business or any other purposes are strictly prohibited.

- (c) The rental period must be a minimum of twelve (12) months duration. No Building Plot may be rented more than two (2) times during any eighteen (18) month period. During any rental period, the tenant shall have all use rights to the Building Plot in its entirety and the Owner or Owners shall have no such rights except as a temporary guest. Nothing in this subsection shall interfere with the access rights of the Owner or Owners as landlord set forth in Chapter 83, Florida Statutes. No rooms or floors in any dwelling, or any portions of any dwelling or Building Plot may be rented separate from the entire Building Plot. No transient tenants may be accommodated at any time. No lease of a Building Plot shall release or discharge the Owner or Owners thereof from the obligation to comply with this Section and the Declaration. Subleasing of a Building Plot is prohibited. All leases shall be in writing, shall be subject to this Declaration, fully executed and submitted to the Association prior to occupancy.

3. MINIMUM SQUARE FOOTAGE FOR RESIDENTIAL DWELLING

No residential dwelling shall be erected, altered or permitted to remain on any Building Plot unless the heated square footage area thereof, excluding all screened porches, garages and storage rooms, shall equal or exceed 2,600 square feet.

4. SETBACK LINES

Except as set forth in the following paragraph, no building, structure or residential dwelling shall be erected or permitted to remain on any Building Plot nearer to the front of the Building Plot line than 25 feet; nor nearer than 7.5 feet to any side line of any Building Plot; nor nearer than 10 feet to the rear line of any Building Plot.

As regards to Lot 8, the building setback lines shall be twenty-five (25) feet for the front setback line, seven and one-half (7-1/2) feet for the side setback line, and ten (10) feet for the rear set-back line. To the extent that the sheds and greenhouse that existed as of the date of the Annexation Amendment violate these setback lines, they are expressly exempted as to any violation.

5. ASSOCIATION'S RIGHT TO APPROVE RESUBDIVISION

For the purpose of further insuring the development of said land as a residential area of the highest quality and standards the Association reserves the exclusive power and discretion to control and approve the resubdivision of all Building Plots in the manner and to the extent set forth herein. No Building Plot shall be resubdivided until site plans and specifications covering same showing the nature, kind, size, shape, access to the Private Road Easement and such other information as the Association shall require have been submitted to and approved by the Association in writing. The Association shall have the absolute and exclusive right to refuse to approve any such resubdivision that is not suitable or desirable in its opinion for any reason. In passing upon such resubdivision plan, the Association may take into consideration the suitability

and desirability of the proposed resubdivision plan, including without limitation, aesthetic appearances, the size and configuration of the resubdivided lot, and whether access from the private road easement to the resubdivided lot is direct, unfettered and consistent with such access to other lots in Scott Mill Hollow. In the event Association fails to approve or disapprove the plans, specifications, etc., required under the terms of this paragraph within thirty (30) days after receipt thereof by Association, such approval shall not be required and the provisions of this paragraph shall be deemed to have been complied with. If approved under the terms of this paragraph, no residence shall be erected upon or any residence allowed to occupy said resubdivided Building Plot or fractional part or parts thereof having an area less than is required by the Zoning Ordinances of the Consolidated City of Jacksonville, Florida. All covenants, conditions, easements and restrictions within the Declaration shall continue to apply to any and all resubdivided Building Plot.

6. ALL STRUCTURES TO BE APPROVED BY ASSOCIATION

For the purpose of further insuring the development of said land as a residential area of the highest quality and standards, and in order that all improvements on each Building Plot shall present an attractive and pleasing appearance from all sides of view, the Association reserves the exclusive power and discretion to control and approve of all of the buildings, structures and other improvements on each Building Plot in the manner and to the extent set forth herein. No "residence" or other building and no building, fence, wall, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the "residence" shall be commenced, placed, erected or allowed to remain on any Building Plot, nor shall any additions to or exterior change or alteration thereto be made unless and until building plans and specifications covering same showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Building Plot and approximate square footage, construction schedule and such other information as the Association shall require, including, if so required, plans for the grading and landscaping of the Building Plot showing any changes proposed to be made in the elevation or surface contours of the land have been submitted to and approved by the Association in writing. Exterior color schemes for new dwellings, buildings and/or structures shall be in harmony with surrounding dwellings, buildings and/or structures. No significant change in exterior color schemes to building and/or roof materials shall be made to existing dwellings, buildings or structures without prior written approval by the Association after a written request for approval has been submitted. In the event that casualty or damage requires repair or replacement of a substantial portion of a dwelling, building or structure, or one of its major exterior building components, such as the roof or cladding materials, all proposed repairs or replacement work shall be submitted to and approved by the Association in writing before such work is performed. Submission of color sketches and actual samples of building materials and colors for use in any proposed improvement may be required as well as such additional information as reasonably may be necessary for the Association to completely evaluate the proposed improvement which will include, but not be limited to types of the proposed materials and colors for exterior walls, roof, window trim and exterior trim. The Association shall have the absolute and exclusive right to refuse to approve any such building plans, specifications, exterior color schemes, types of materials, and/or Building Plot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Association of said lands or contiguous lands. In passing upon such building plans and

specifications, exterior color schemes, types of materials or Building Plot grading and landscaping plans, the Association may take into consideration the suitability and desirability of proposed constructions and the materials of which it is proposed to erect the same, the quality of the proposed workmanship and materials proposed to be used, as the Association shall specify or require. All structures and improvements shall be made in conformity with the building and zoning ordinances of the Consolidated City of Jacksonville, Florida. In the event the Association fails to approve or disapprove the plans, specifications, etc., required under the terms of this paragraph within thirty (30) days after receipt thereof by the Association, such approval shall not be required and the provisions of this paragraph shall be deemed to have been complied with.

7. COMPLETION OF COMMENCED CONSTRUCTION

When the construction of an approved "residence" or other building is begun, work thereon shall be done diligently and continuously until the full completion thereof. The "residence" and all related structures shown on the plans and specifications approved by the Association must be completed within six (6) months after the start, unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

8. PETS

(a) Not more than one of the following combinations of animals may be kept on a single Building Plot for the pleasure and use of the occupants as household pets:

- Two (2) dogs; or
- Two (2) cats; or
- One (1) dog and one (1) cat; or
- Up to four (4) rabbits; or
- Up to four (4) birds.

(b) Peacocks are expressly prohibited and rabbits and birds are to be kept caged at all times. All other animals are prohibited unless they are expressly permitted in the Declaration. No animals may be kept for any commercial or breeding use or purpose. If, in the sole opinion of the Association, an animal or animals become dangerous, create a health hazard, or any annoyance or nuisance to other residents in the surrounding area or are destructive to wildlife or property, they may not thereafter be kept on the Building Plot. All applicable laws of the Consolidated City of Jacksonville, Florida, including vaccination and leash laws, shall be complied with at all times by the pet owners.

(c) With the exception of Building Plot Owners holding a current and valid permit issued by the City of Jacksonville pursuant to its Pilot Program for Permitting Backyard Hens, as extended, amended or modified by the City of Jacksonville from time to time, (the "Backyard Hen Permit"), farm animals are prohibited. Building Plot Owners holding a current and valid Backyard Hen Permit shall comply with all the rules and regulations of the Backyard Hen Permit at all times, however, the number of hens permitted on any Building Plot shall be limited to the lesser of five (5) hens or the maximum number of hens authorized under the Backyard Hen Permit. Roosters are expressly prohibited. If, in the sole opinion of the Association, the hens

create a health hazard or any annoyance or nuisance to other residents in the surrounding area, they may not thereafter be kept on the Building Plot. Should the City of Jacksonville terminate its Program for Permitting Backyard Hens for any reason whatsoever, all rights and privileges to keep and maintain hens shall also terminate.

9. PARKING OF WHEELED VEHICLES

(a) No wheeled vehicles or trailers of any kind or any offensive objects may be kept or parked on the Private Road Easement or between said Private Road Easement and the residential dwelling on any Building Plot with the exception of very brief times and on an infrequent basis for special occasions, Building Plot service, construction and/or renovation. They may, however, be kept or parked completely inside a garage attached to the residential dwelling or within the rear or side yard of any Building Plot provided the same are sufficiently screened so as to be substantially obstructed from view from the Private Road Easement and any other Building Plot. Vehicles shall be deemed sufficiently screened and substantially obstructed if the majority of the Vehicles total height is screened from view from the Private Road Easement and any other Building Plot. Private vehicles of the occupants of a residential dwelling on a Building Plot and their guests may be parked in the driveway of the Building Plot provided that they bear no commercial signs and that no more than two (2) such vehicles are parked in the driveway overnight except on an infrequent basis. Private vehicles include passenger cars, pick-up trucks, passenger vans and/or motorcycles.

(b) While recreational vehicles and/or trailers bearing no commercial signs may be temporarily parked in a driveway to be readied for a trip or cleaned up afterward, not more than two (2) of the following in any combination may be stored or parked on a Building Plot at any time and each must be kept completely inside a garage attached to the residential dwelling or within the rear or side yard of any Building Plot provided the same are sufficiently screened so as to be substantially obstructed from view from the Private Road Easement and any other Building Plot:

- Motor Home Recreational Vehicle (RV)
- Travel Trailer
- Camping Trailer
- Box Trailer
- Boat or Jet-Ski trailer – with or without boat/jet ski
- Open trailer – Three (3) or four (4) sided
- Flat-Bed trailer – with or without railings
- Any other type of towable trailer

(c) Wheeled Vehicles shall be deemed sufficiently screened and substantially obstructed if the majority of the Wheeled Vehicles total height is screened from view from the Private Road Easement and any other Building Plot. All Wheeled Vehicles shall be registered as appropriate for the vehicle, properly licensed, and in good operating/drivable/towable condition. Wheeled Vehicles under this sub-section shall not be registered by or to any other person other than an occupant of a Building Plot who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting. No Recreational Vehicle,

Motor Home, camping trailer, travel trailer or other mobile type of residence or trailer shall be connected to any water well or fresh water source, and/or septic tank or sewer system or line or used as a place of residence whether briefly, temporarily or permanently by anyone on any Building Plot at any time.

(d) Unless otherwise expressly permitted in the Declaration, no heavy duty commercial, construction or service vehicles or any type of heavy duty equipment is to be parked or stored on any Building Plot at any time. Exempted from this prohibition are heavy-duty commercial, construction and service vehicles and heavy equipment temporarily on site to perform a service on a dwelling or Building Plot for the Owner. Heavy-duty commercial, construction and service vehicles and heavy-duty equipment may be parked in driveways during the times necessary for pickup and delivery service and for construction or repair and solely for the purpose of providing such services.

10. TREES

No tree(s) measuring three (3) inches or more in diameter at a point two (2) feet above the ground may be cut down or removed without the written consent of the Association. In the event any tree(s) is removed or caused to be removed by an Owner, such Owner shall also remove the tree stump(s) simultaneously with the removal of the tree(s).

11. NO OFFENSIVE ACTIVITY – GARBAGE REMOVAL

No illegal, noxious or offensive activity shall be permitted or carried on on any Building Plot, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Building Plot except in closed, sanitary container. Such container shall be kept in a sanitary condition adjacent to or within the "residence." Such containers may be placed on the Building Plot for pickup at the times specified by and in accordance with the requirements of the franchised garbage removal utility for the land, but such containers shall be returned to the above-designated areas promptly after pickup. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any Building Plot, including the easements described herein. No Owner of an Building Plot shall permit the growth of noxious weeds or vegetation thereon, and each Owner shall be responsible for and shall maintain all lawn and landscape areas in a slightly manner and condition.

12. NO SHEDS, SHACKS OR TRAILERS

No shed, shack, trailer or tent shall be created, erected or permitted to remain on any Building Plot. Further, no temporary or movable building or structure of any kind shall be created, erected or permitted to remain on any Building Plot. However, this paragraph shall not prevent the use of such buildings during the period of actual construction of a residential dwelling and other improvements permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

13. RESIDING ONLY IN RESIDENTIAL DWELLING

No trailer, basement, garage or any other structure other than a guest house, even if otherwise permitted hereunder to be or remain on any Building Plot, shall at any times be used for residential purposes, whether temporarily or permanently.

14. SIGNS

No sign of any character shall be displayed upon or permitted to remain on any Building Plot except the following:

- One (1) double-sided "For Sale" sign which may refer only to the particular premises on which displayed, not to exceed Eighteen (18) inches high and Twenty-Four (24) inches wide in size with One (1) optional double-sided Rider, not to exceed Six (6) inches high and Twenty-Four (24) inches wide in size.
- One (1) double-sided "For Rent" sign which may refer only to the particular premises on which displayed, not to exceed Eighteen (18) inches high and Twenty-Four (24) inches wide in size.
- One (1) single-sided sign displaying the name of the company providing Security Service to the Building plot, not to exceed One (1) square foot in size and placed in close proximity to the dwelling.
- No more than Two (2) election campaign signs not to exceed Eighteen (18) inches high and Twenty-Four (24) inches wide. Election campaign signs shall not be placed on any Building Plot more than Thirty (30) days prior to the date of the election identified on the sign and shall be removed within Seven (7) days after the election.

No sign, other than as expressly permitted above, or other object of any character shall be displayed or placed upon or permitted to remain on a Building Plot or on the Private Road Easement or any part thereof. The Association, its designated representative or any person having the right to enforce the provisions of this Declaration, may enter upon any Building Plot and summarily remove any sign which violates the provisions of this paragraph, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Association, its designated representative or any person having the right to enforce the provisions of this Declaration liable in any way for any damages on account thereof.

15. CLOTHESLING – DRYING

No clothing or any other household fabrics shall be hung in the open on any Building Plot.

16. MAILBOXES

No mailbox or paper box or other receptacle of any kind or use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on any Building Plot

unless and until the size, location, design and type of material for the boxes or receptacles shall have been approved by the Association. When the United States mail service or the newspapers involved shall make delivery to a wall receptacle attached to the residential dwelling, each Owner shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residential dwelling. No mailbox or paper box or other receptacle of any kind shall be erected or permitted to remain on any part of the Private Road Easement.

17. PRIVATE ROAD EASEMENT AND EASEMENTS FOR DRAINAGE AND UTILITIES AND OTHER EASEMENTS

(a) Private Road Easement

Declarant hereby grants to the present and future Owners of the Building Plots described on Exhibits "A" and "C" attached hereto, and to the lawful occupants of any "residence" thereon, and to the guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, U.S. Mail and parcel carriers, representatives or utilities authorized to serve said Building Plots described on Exhibits "A" and "C" attached hereto, and holders of mortgage liens on said Building Plots, a nonexclusive and perpetual right to ingress and egress on, over and across the property described as the Road Easement on Exhibit "J" attached hereto and as shown and labeled on Maps attached hereto as Exhibits "B" and "D". The easement granted shall be appurtenant to and shall pass with the title to each Building Plot, whether or not the same shall be referenced to in any deed conveying title to any Building Plot. There is located within said easement an existing approved private road and drive. Each fee simple Owner of the land covered by said Private Road Easement, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to maintain said Private Road Easement pursuant to Paragraph 18 hereof and in accordance with the applicable rules, regulations and ordinances of the Consolidated City of Jacksonville, Florida.

(b) Easements for Drainage and Utilities

The Association hereby grants to the present and future Owners of Building Plots described on Exhibits "A" and "C" attached hereto a perpetual and nonexclusive easement for drainage and utilities in, over and under the lands as shown and labeled on Map attached hereto as Exhibits "B" and "D" and described as Easement number 2 in Exhibit "J" attached hereto. These easements shall be appurtenant to and shall pass with the title to each Building Plot whether or not the same shall be referred to in any deed conveying title to a Building Plot or referred to in any Mortgage encumbering any Building Plot.

Pursuant to paragraph 12 of the Annexation Amendment there was created a fifteen (15) foot drainage easement over part of Lot 7, as more particularly described in Exhibit "J" of this Declaration. It is the intent that this drainage easement be contiguous with and an extended part of the abutting drainage easement affecting Lot 4 and other portions of Scott Mill Hollow.

(c) Other Easements

Any and all private easements within the community must be submitted to and approved by the Association and no easement shall be created until site plans and specifications covering same showing the nature, kind, size, shape of the proposed easement and such other information as the Association shall require have been submitted to and approved by the Association in writing. The Association shall have the absolute and exclusive right to refuse to approve any such easement that is not suitable or desirable in its opinion for any reason. In passing upon such easement plan, the Association may take into consideration the suitability and desirability of the proposed easement, including without limitation, the size, configuration and purpose of the easement. In the event the Association fails to approve or disapprove the plans, specifications, etc., required under the terms of this sub-paragraph within thirty (30) days after receipt thereof by the Association, such approval shall not be required and the provisions of this paragraph shall be deemed to have been complied with.

18. MAINTENANCE, REPAIRS, REPLACEMENT AND RESTORATION OF PRIVATE ROAD EASEMENT AND EASEMENTS FOR DRAINAGE AND UTILITIES

Each Owner of a Building Plot described on Exhibits "A" and "C" by acceptance of a deed for said Parcel, whether or not it shall be so expressed in such deed or conveyance, shall be jointly responsible with all of the other Owners of the Building Plots described on Exhibits "A" and "C" for the repair and maintenance of the Private Road Easement and the Easements for Drainage and Utilities as described on Exhibit "J" attached hereto and shown and labeled on Map attached hereto as Exhibits "B" and "D". If any such fee simple Owner shall fail to so maintain same, then the Owners, or any of them, or the other Building Plots benefitted by the easements described herein may repair and restore same. Each Building Plot owned by such a defaulting fee simple Owner shall be subject to a lien in favor of the Owner or Owners who shall repair and restore same for an amount equal to the costs so incurred or expended by such Owner or Owners. Such liens shall attach as of the date a claim of lien is filed in the public records of Duval County, Florida, and may be enforced as any other lien by foreclosure. In such event, the prevailing parties shall be entitled to recover all court costs and reasonable attorneys' fees. When said claim of lien has been paid in full, a satisfaction of such lien shall be recorded in the public records of Duval County, Florida, by the person or persons receiving payment of said claim of lien. Such claim of lien shall be subordinate and inferior to the lien of any Mortgage encumbering the property upon which such lien is imposed, unless the lien is recorded prior to the recording of such Mortgage.

19. UTILITY EASEMENTS

The Association reserves for itself, its successors and assigns, and Jacksonville Electric Authority ("JEA"), and any public or private utility company approved by the Association furnishing utility service to the property described on Exhibits "A" and "C" attached hereto, a nonexclusive and perpetual easement and right over, under and across the property described on Exhibit "J" as Easement Number 1 attached hereto for the installation and maintenance of power, telephone, gas, lighting, water, drainage, cable television and other utilities necessary to service the property described on said Exhibits "A" and "C", together with the right of ingress and

egress over said property. The Association shall have the unrestricted right and power of alienation of said easements and the unrestricted right and power to release said easements.

The Association shall have the right to execute additional instruments in order to commemorate these easements of record.

20. WATER AND SEWAGE DISPOSAL SERVICE

Jacksonville Electric Authority ("JEA") or its successors and assigns has the sole and exclusive right to provide all water and sewage facilities and service to the property described in Exhibits "A" and "C" attached hereto. No well of any kind shall be dug or drilled on any part of the property described on Exhibits "A" and "C" attached hereto to provide water for use within the "residences" or other structures to be build thereon, and no potable water shall be used within said "residences" or structures except potable water which is obtained from JEA or its successors and assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden on any Building Plot or to be used exclusively for air-conditioning. All sewage from any building must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by JEA, or its successors or assigns. No water from air-conditioning systems, ice machines, swimming pools or any other form of condensate water shall be disposed of through the lines of the sewer system. JEA has a nonexclusive perpetual and unrestricted easement and right in and to, over and under property described as Easement Number 1 on Exhibit "J" for the purpose of ingress and egress for the installation and/or repair of water and sewage facilities.

21. TELEPHONE, ELECTRIC AND OTHER UTILITY LINES

All telephone, electric, gas, cable television and other utility lines and connections between the main utility lines and the "residence" and other structures located on each Building Plot may be located above ground or underground.

22. ASSOCIATION MAY CORRECT VIOLATIONS

Whenever there shall have been built on or shall exist on any Building Plot any structure, building, thing or condition which is in violation of this Declaration, the Association shall have the right, but not obligation, after ten (10) days' written notice has been furnished to the property Owner of such violation, to enter upon property where such violation exists and summarily to abate, correct or remove the same at the expense of the Owner of such property, which expense shall be payable by such Owner to the Association, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Association liable in any way or any damages on account thereof.

23. APPROVAL OF THE ASSOCIATION

Wherever in this Declaration the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after request in writing seeking the same has been submitted and approved by the Association. Such request shall be sent to the Association by certified mail, return receipt requested. In the event the Association fails to act on any such written request within thirty (30)

days after receipt thereof by the Association, the consent or approval of the Association to the particular action sought in such written request shall be presumed; however, no action, except as referred to in Paragraph 6, supra, shall be taken by or on behalf of the person or persons submitting such written request which violates any of the provisions of this Declaration.

24. ASSOCIATION MAY DESIGNATE A SUBSTITUTE

The Association shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to such person or persons as it shall elect any and all rights, powers, privileges, authorities and reservations given to or reserved by the Association by any part or paragraph of this Declaration. However, no action or decision by the Association in its exercise of the rights, powers, privileges, authorities and reservations given to or reserved by the Association under the provisions hereof, shall become binding unless and until reviewed and approved by the Owners of a majority of the Building Plots after being provided with reasonable notice of and opportunity to be heard regarding the Association's proposed action or decision.

25. AMENDMENTS AND ADDITIONS TO AND RELEASE OF COVENANTS AND RESTRICTIONS

The Association reserves and shall have the right:

- (a) To amend this Declaration of Covenants, Conditions, Easements and Restrictions, but all such amendments shall conform to the general purposes and standards herein contained;
- (b) To amend this Declaration of Covenants, Conditions, Easements and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;
- (c) To include in any contract or deed or other instruments hereafter made any additional covenants, restrictions and easements applicable to the property described on Exhibits "A" and "C" attached hereto which do not lower the standards contained in this Declaration, which determination shall be in the sole discretion of the Association; and
- (d) To release any Building Plot from any part of the provisions of this Declaration which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto), if the Association, in its sole judgment, determines such violations to be a minor or unsubstantial violation.

26. AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS WITH CONSENT OF OWNERS

In addition to the rights of the Association provided in Paragraph 25, supra, the persons owning eighty percent (80%) or more of the Building Plots described on Exhibits "A" and "C" attached hereto shall have the right to amend or alter the provisions of this Declaration; provided, however, any amendments or additions hereto shall conform to the general purposes and

standards contained in this Declaration, and shall be in conformity with the zoning and building regulations and ordinances of the Consolidated City of Jacksonville, Florida, and provided that said amendments or additions shall not apply to any Building Plot(s) which the Association owns or is developing alone or in conjunction with another contractor.

27. ADDITIONAL RESTRICTIONS BY INDIVIDUAL BUILDING PLOT OWNERS

No Owner of any Building Plot may impose any additional covenants or restrictions on any Building Plot described on Exhibits "A" and "C" attached hereto.

28. LEGAL ACTION ON VIOLATIONS

If any person, firm or corporation or other entity shall violate or attempt to violate any of the provisions of this Declaration, it shall be lawful for the Association or any person or persons owning any Building Plot described on Exhibits "A" and "C" attached hereto to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any provisions hereof, for the purpose of preventing or enjoining all or any such violations or attempted violations; provided, however, that the Owner or occupant of any "residence" on any Building Plot described on Exhibits "A" and "C" attached hereto shall not have any right or cause of action for damages, or to maintain a proceeding in equity or any claim whatsoever against the Association for violating any of the provisions hereof. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association, its successors or assigns, to enforce any part of the provisions hereof or any obligations, rights, powers, privileges, authorities, or reservations contained herein, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Building Plot Owners found in violation of any of the provisions of this Declaration shall be obligated to pay attorney's fees to the successful Plaintiff, together with all court costs incurred therein and all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All of the provisions herein contained shall be deemed several and individual. The invalidity of one or more or any part of one shall not impair the validity of the remaining provisions hereof.

29. EFFECTIVE PERIOD

This Declaration and all of the provisions contained herein, as amended and added to from time to time, shall run with the title to the property described on Exhibits "A" and "C" attached hereto and shall be automatically extended for successive periods of twenty-five (25) years each, unless within six (6) months preceding the commencement of any such successive 25-year period a written agreement executed by the then Owners of a majority of the Building Plots described in Exhibits "A" and "C" attached hereto shall be recorded in the office of the Clerk of the Circuit Court of Duval County, Florida, in which written agreement any of the provisions contained in this Declaration may be changed, modified, waived or extinguished in whole or in part in the manner and to the extent provided in such written agreement. In the event that any such agreement changing, modifying, or waiving any of the covenants, restrictions, reservations and easements shall be executed and recorded as provided for above in this paragraph, then this Declaration as therein changed, modified, waived shall continue in force for

successive periods of twenty-five (25) years, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

30. EXEMPTION OF PARCEL 8 FROM SOME PROVISIONS OF THE DECLARATION

As previously provided in paragraph 8 of the Annexation Amendment, Parcel 8 (now configured in the public records as two separate, subdivided parcels, which were previously referred to in this Declaration as Sub-Parcel 8a and Sub-Parcel 8b) is exempt from the minimum square footage for residential dwelling requirements, and the restriction against sheds. However, as also provided in the Annexation Amendment, this exemption shall last only so long as the improvements that were existing on the date of recording of the Annexation Amendment remain on Parcel 8. Any additions to those then-existing structures, any substantial reconstruction of then-existing structures, or any added structures shall be subject to all of the terms and conditions of this Declaration.

IN WITNESS HEREOF, this Declaration of Revitalized Covenants, Restrictions, Conditions and Easements of Scott Mill Hollow has been executed this 17 day of May, 2016, by Scott Mill Hollow Homeowners' Association, Inc., a Florida corporation, acting by and through its undersigned President and Secretary who are hereunto duly authorized.

Witnessed by:

[Signature]
[Signature]
Heather Dixon

**SCOTT MILL HOLLOW
HOMEOWNERS' ASSOCIATION, INC.**

[Signature]
By: Casey Williams
Its: President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Declaration of Revitalized Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow was sworn to and subscribed before me this 17 day of May, 2016, by Casey Williams, as President of Scott Mill Hollow Homeowners' Association, Inc., who is personally known to me or who has produced Florida Driver License as identification.



[Signature]
Notary Public, State of Florida
Print Name: Perianne Smythe
My Commission Expires: April 1, 2019
Commission Number: FF 212805

Witnessed by:

[Signature]
[Signature]
Notary Public

**SCOTT MILL HOLLOW
HOMEOWNERS' ASSOCIATION, INC.**

[Signature]
By: Daniel Blanchard
Its: Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Declaration of Revitalized Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow was sworn to and subscribed before me this 17 day of May, 2016, by Daniel Blanchard, as Secretary of Scott Mill Hollow Homeowners' Association, Inc., who is personally known to me or who has produced Florida Driver License as identification.



[Signature]
Notary Public, State of Florida
Print Name: Perrianne Smythe
My Commission Expires: April 1, 2019
Commission Number: FF 212805

(Entire "Lands")

Part of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Duval County, Florida, more particularly described as follows: Commence at a point where the Easterly right of way line of Scott Mill Road (an 80-foot right of way) intersects the Northerly line of Oak Bluff Grove as recorded in Plat Book 14, Page 83 of the Current Public Records of said County; thence North $18^{\circ} 40'$ East along the Easterly right of way line of Scott Mill Road, 203.61 feet to the Point of Beginning; thence continuing North $18^{\circ} 40'$ East along the Easterly right of way of Scott Mill Road, 140.28 feet; thence North $73^{\circ} 54'$ East, 300 feet; thence South $15^{\circ} 49' 57''$ East, 281.68 feet; thence South $73^{\circ} 49'$ West, 240 feet; thence North $16^{\circ} 59'$ West, 170.53 feet; thence South $72^{\circ} 20'$ West, 136.1 feet to the Point of Beginning.

(Parcel 1)

A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows: For a point of reference, commence at the point of intersection of the Northerly boundary of Oak Bluff Grove, according to plat recorded in the Current Public Records of said County, in Plat Book 14, Page 83, with the Easterly right of way line of Scott Mill Road (an 80-foot right of way, as now established), and run North $18^{\circ} 40' 00''$ East, along said right of way line, a distance of 203.61 feet to the Northwesterly corner of that certain tract described in deed recorded in Official Records Volume 5446, Page 379, Public Records of said County and the point of beginning. From the point of beginning thus described, continue North $18^{\circ} 40' 00''$ East, along said right of way line, a distance of 140.28 feet to the Southwesterly corner of that certain tract of land described in deed recorded in Official Records Volume 3995, Page 845, said Public Records; run thence North $73^{\circ} 54' 00''$ East, along the Southerly boundary of said tract, a distance of 90.00 feet to a point; run thence South $9^{\circ} 08' 31''$ East, a distance of 115.53 feet to a point; run thence South $82^{\circ} 53' 39''$ West, a distance of 20.20 feet to the Northeastly corner of that aforementioned tract described in Official Records Volume 5446, Page 379; run thence South $72^{\circ} 20' 00''$ West, along the Northerly boundary of said tract, a distance of 136.10 feet to the point of beginning. The land thus described contains 13,874 square feet, more or less, or 0.319 acres, more or less.

(Parcel 2)

A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows: For point of reference, commence at the point of intersection of the Northerly boundary of Oak Bluff Grove, according to plat recorded in the Current Public Records of said County, in Plat Book 14, Page 83, with the Easterly right of way line of Scott Mill Road (an 80-foot right of way, as now established), and run North $18^{\circ} 40' 00''$ East, along said right of way line, a distance of 343.89 feet to the Southwesterly corner of that certain tract of land described in deed recorded in Official Records Volume 3995, Page 845, said Public Records; run thence North $73^{\circ} 54' 00''$ East, along the Southerly boundary of said tract, a distance of 90.00 feet to the point of beginning. From the point of beginning thus described, continue North $73^{\circ} 54' 00''$ East, along said Southerly boundary, a distance of 105.00 feet to a point; run thence South $13^{\circ} 16' 37''$ East, a distance of 132.64 feet to a point; run thence South $82^{\circ} 53' 39''$ West, a distance of 113.86 feet to a point; run thence North $9^{\circ} 08' 31''$ West, a distance of 115.53 feet to the point of beginning. The land thus described contains 13,528 square feet, more or less, or 0.311 acres, more or less.

EXHIBIT

A

(Parcel 3)

A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows: For a point of reference, commence at the point of intersection of the Northerly boundary of Oak Bluff Grove, according to plat recorded in the Current Public Records of said County, in Plat Book 14, Page 83, with the Easterly right of way line of Scott Mill Road (an 80-foot right of way, as now established), and run North $18^{\circ} 40' 00''$ East along said right of way line, a distance of 343.89 feet to the Southwesterly corner of that certain tract of land described in deed recorded in Official Records Volume 3995, Page 845, said Public Records; run thence North $73^{\circ} 54' 00''$ East, along the Southerly boundary of said tract, a distance of 195.00 feet to the point of beginning. From the point of beginning thus described, continue North $73^{\circ} 54' 00''$ East, along said Southerly boundary, a distance of 105.00 feet to a point; run thence South $15^{\circ} 49' 57''$ East, a distance of 140.84 feet to a point; run thence South $78^{\circ} 12' 51''$ West, a distance of 111.19 feet to a point; run thence North $13^{\circ} 16' 37''$ West, a distance of 132.64 feet to the point of beginning. The land thus described contains 14,765 square feet, more or less, or 0.339 acres, more or less.

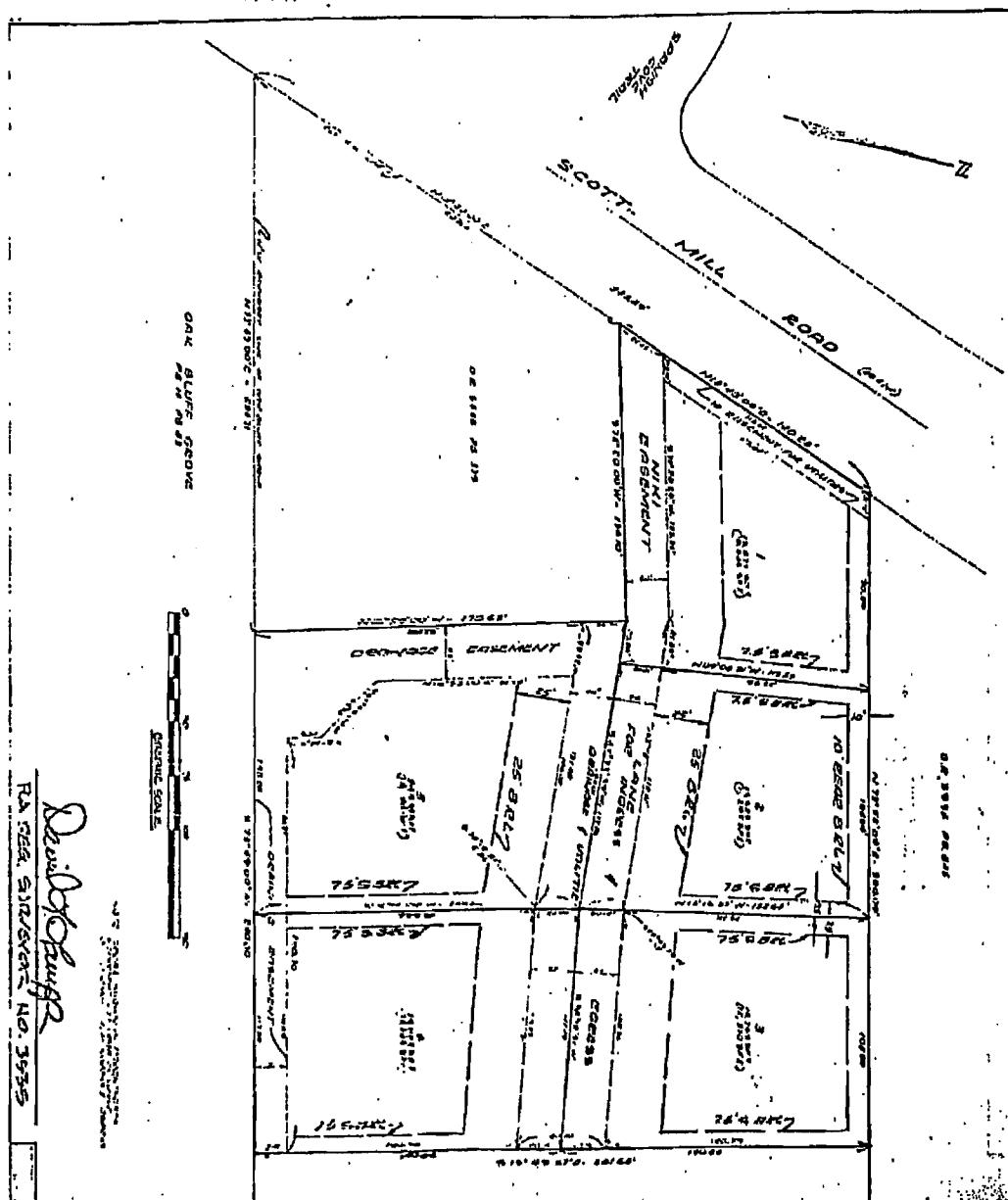
(Parcel 4)

A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows: For a point of reference, commence at the point of intersection of the Easterly right of way line of Scott Mill Road (an 80-foot right of way, as now established), with the Northerly boundary of Oak Bluff Grove, according to plat recorded in the Current Public Records of said County, in Plat Book 14, Page 83, and run North $73^{\circ} 49' 00''$ East, along said Northerly boundary, a distance of 254.71 feet to the Southeasterly corner of that certain tract of land described in Official Records Volume 5446, Page 379, Public Records of said County; continue thence North $73^{\circ} 49' 00''$ East, along said Northerly boundary of Oak Bluff Grove, a distance of 130.00 feet to the point of beginning. From the point of beginning thus described, continue North $73^{\circ} 49' 00''$ East, along said Northerly boundary, a distance of 110.00 feet to a point; run thence North $15^{\circ} 49' 57''$ West, a distance of 140.84 feet to a point; run thence South $70^{\circ} 12' 51''$ West, a distance of 111.19 feet to a point; run thence South $16^{\circ} 11' 00''$ East, a distance of 149.36 feet to the point of beginning. The land thus described contains 16,025 square feet, more or less, or 0.368 acres, more or less.

(Parcel 5)

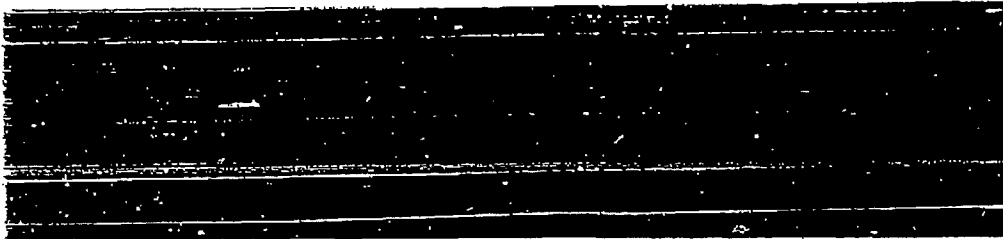
A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows: For point of reference, commence at the point of intersection of the Easterly right of way line of Scott Mill Road (an 80-foot right of way, as now established), with the Northerly boundary of Oak Bluff Grove, according to plat recorded in the Current Public Records of said County, in Plat Book 14, Page 83, and run North $73^{\circ} 49' 00''$ East, along said Northerly boundary, a distance of 254.71 feet to the Southeasterly corner of that certain tract of land described in Official Records Volume 5446, Page 379, Public Records of said County and the point of beginning. From the point of beginning

thus described, continue North $73^{\circ} 49' 00''$ East, along said Northerly boundary, a distance of 130.00 feet to a point; run thence North $16^{\circ} 11' 00''$ West, a distance of 149.36 feet to a point; run thence South $82^{\circ} 53' 39''$ West, a distance of 134.06 feet to the Northeasterly corner of that aforementioned tract described in Official Records Volume 3446, Page 379, Public Records of said County; run thence South $16^{\circ} 59' 00''$ East, along the Easterly boundary of said tract, a distance of 170.53 feet to the point of beginning. The land thus described contains 20,970 square feet, more or less, or 0.481 acres, more or less.



PL 100A, S.W. 1/4, NO. 1935

EXHIBIT
B



SCOTT MILL HOLLOW
(PHASE 2 COMPOSITE)

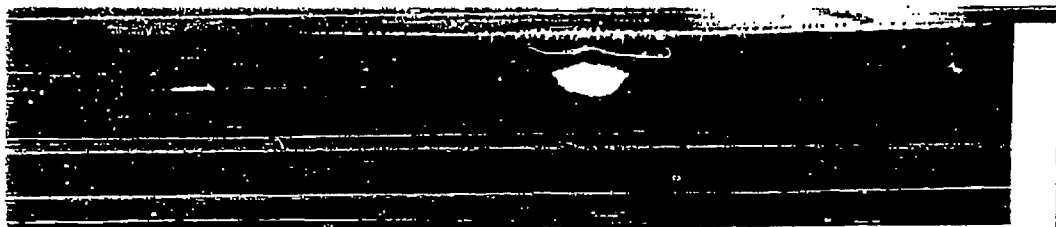
A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described, as follows:

For point of reference, commence at the point of intersection of the Easterly right of way line of Scott Mill Road (an 80-foot right of way, as now established), with the Northerly boundary of Oak Bluff Grove, according to plat recorded in the current Public Records of said County, in Plat Book 14, Page 83, and run N-73°49'00"E., along said Northerly boundary, a distance of 254.71 feet to the Southeasterly corner of that certain tract of land described in Official Records Volume 5446, Page 379, Public Records of said County; continue thence N-73°49'00"E., along said Northerly boundary of Oak Bluff Grove, a distance of 240.00 feet to the Southeasterly corner of those lands described in Official Records Volume 5756, Page 1822, said Public Records and the point of beginning.

From the point of beginning thus described, run N-15°49'57"W., along the Easterly boundary of said lands, a distance of 281.68 feet to the Northeasterly corner of said tract lying on the Southerly boundary of that certain parcel described in deed recorded in Official Records Volume 3995, Page 845, said Public Records; run thence N-73°54'00"E., along said Southerly boundary, a distance of 370.83 feet to a point on the boundary of Starshire Subdivision, as recorded in Plat Book 35, Pages 17

EXHIBIT

C



and 17A, Public Records of said County; run thence S-16°06'00"E., along the boundary of said Subdivision, a distance of 281.13 feet to a point; run thence S-73°49'00"W., along the boundary of said subdivision, a distance 372.15 feet to the point of beginning.



LOT 6 SCOTT MILL HOLLOW:

A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described, as follows:

For point of reference, commence at the point of intersection of the Easterly right of way line of Scott Mill Road (an 80-foot right of way, as now established), with the Northerly boundary of Oak Bluff Grove, according to plat recorded in the current Public Records of said County, in Plat Book 14, Page 83, and run N-73°49'00"E., along said Northerly boundary, a distance of 254.71 feet to the Southeasterly corner of that certain tract of land described in Official Records Volume 5446, Page 379, Public Records of said County; continue thence N-73°49'00"E., along said Northerly boundary of Oak Bluff Grove, a distance of 240.00 feet to the Southeasterly corner of those lands described in Official Records Volume 5756, Page 1822, said Public Records; run thence N-15°49'57"W., along the Easterly boundary of said lands, a distance of 140.84 feet to the point of beginning.

From the point of beginning thus described, continue N-15°49'57"W., along said Easterly boundary, a distance of 140.84 feet to the Northeasterly corner of said tract lying on the Southerly boundary of that certain parcel described in deed recorded in Official Records Volume 3995, Page 845, said Public Records; run thence N-73°54'00"E., along said Southerly boundary, a distance of 225.42 feet to a point; run thence S-19°25'43"W. a distance of 152.34 feet

to a point; run thence S-74°10'03"W. a distance of 45.00 feet to a point; run thence S-51°16'56"W. a distance of 45.00 feet to a point; run thence S-74°10'03"W. a distance of 40.29 feet to the point of beginning. The land thus described contains 0.540 acres, more or less.

Fixel Enterprises
RMA 99B-1
January 10, 1985
Lot 6

ROBERT M. ANGAS ASSOCIATES
JACKSONVILLE, FLORIDA 32207-0000

LOT 7 SCOTT MILL HOLLOW:

A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described, as follows:

For point of reference, commence at the point of intersection of the Easterly right of way line of Scott Mill Road (an 80-foot right of way, as now established), with the Northerly boundary of Oak Bluff Grove, according to plat recorded in the current Public Records of said County, in Plat Book 14, Page 83, and run N-73°49'00"E., along said Northerly boundary, a distance of 254.71 feet to the Southeasterly corner of that certain tract of land described in Official Records Volume 5446, Page 379, Public Records of said County; continue thence N-73°49'00"E., along said Northerly boundary of Oak Bluff Grove, a distance of 240.00 feet to the Southeasterly corner of those lands described in Official Records Volume 5756, Page 1822, said Public Records and the point of beginning.

From the point of beginning thus described, run N-15°49'57"W., along the Easterly boundary of said lands, a distance of 140.84 feet to a point; run thence N-74°10'03"E. a distance of 40.29 feet to a point; run thence S-82°56'50"E. a distance of 45.00 feet to a point; run thence N-74°10'03"E. a distance of 51.87 feet to a point; run thence S-51°38'27"E. a distance of 150.41 feet to the Northwesterly corner of Lot 13, Block 1, Starshire Subdivision, as recorded in Plat Book 35, Pages 17 and 17A, Public Records of said County; run thence S-73°49'00"W., along the boundary of said Starshire Subdivision, a distance of 221.02 feet to the point of beginning. The land thus described contains 0.525 acres, more or less.

ROBERT M. ANNAS ASSOCIATES
JACKSONVILLE, FLORIDA 32207-0888

RMA 99B-1

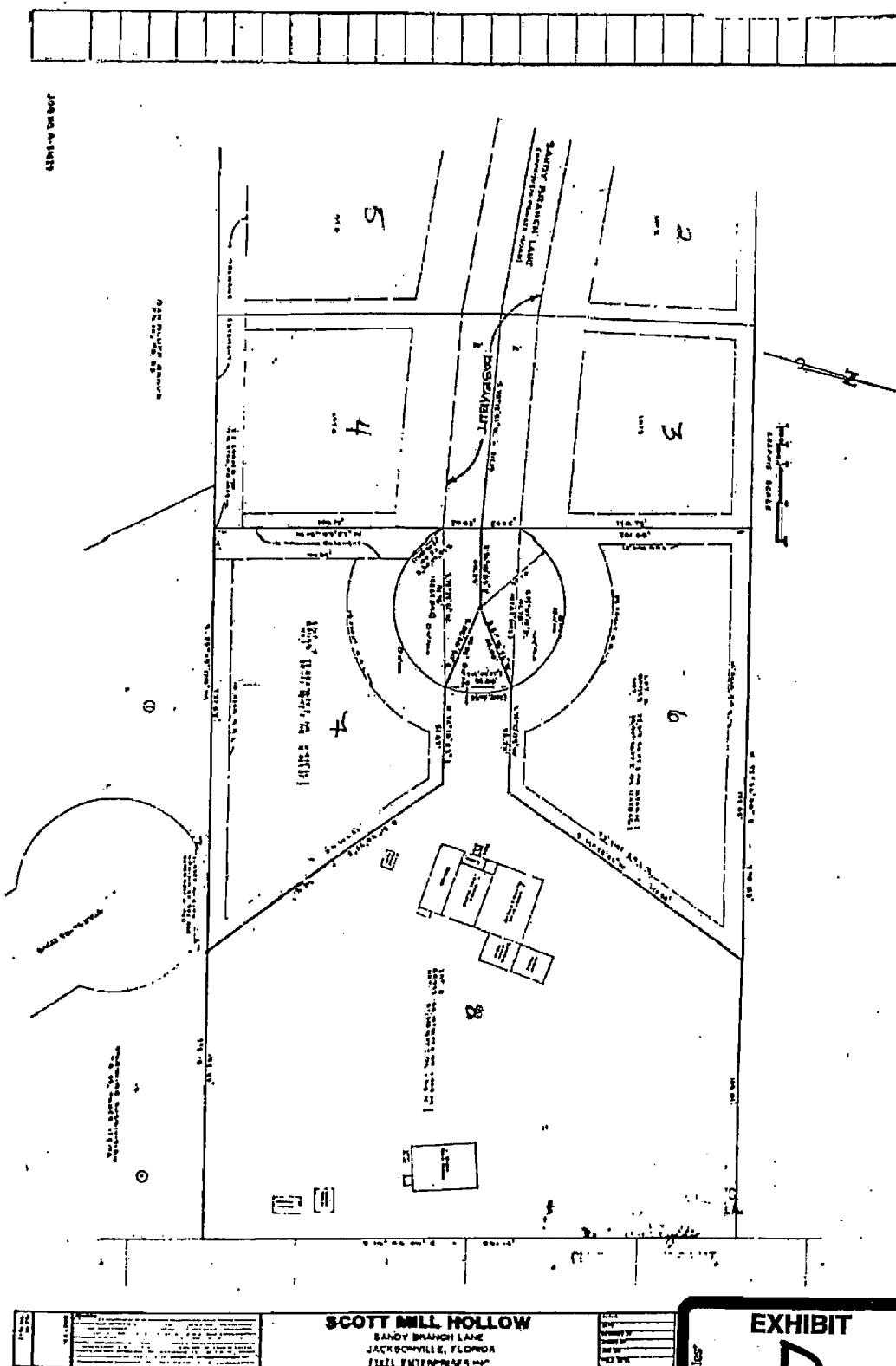
LOT 8 SCOTT MILL HOLLOW:

A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described, as follows:

For point of reference, commence at the point of intersection of the Easterly right of way line of Scott Mill Road (an 80-foot right of way, as now established), with the Northerly boundary of Oak Bluff Grove, according to plat recorded in the current Public Records of said County, in Plat Book 14, Page 83, and run N-73°49'00"E., along said Northerly boundary, a distance of 254.71 feet to the Southeasterly corner of that certain tract of land described in Official Records Volume 5446, Page 379, Public Records of said County; continue thence N-73°49'00"E., along said Northerly boundary of Oak Bluff Grove, a distance of 240.00 feet to the Southeasterly corner of those lands described in Official Records Volume 5756, Page 1822, said Public Records; run thence N-15°49'57"W., along the Easterly boundary of said lands, a distance of 140.84 feet to a point; run thence N-74°10'03"E. a distance of 40.29 feet to the point of beginning.

From the point of beginning thus described, run N-51°16'56"E. a distance of 45.00 feet to a point; run thence N-74°10'03"E. a distance of 55.73 feet to a point; run thence N-19°25'43"E. a distance of 152.34 feet to a point on the Southerly boundary of that certain parcel described in deed recorded in Official Records Volume 3995, Page 845, said Public Records; run thence N-73°54'00"E., along said Southerly boundary, a distance of 145.41 feet to a point on the boundary of Starshire Subdivision, as

recorded in Plat Book 35, Pages 17 and 17A, Public REcords of said County; run thence S-16°06'00"E., along the boundary of said Subdivision, a distance of 281.15 feet to a point; run thence S-73°49'00"W., along the boundary of said subdivision, a distance of 150.53 feet to the Northwest corner of Lot 13, Block 1 of said subdivision; run thence N-51°38'27"W. a distance of 150.41 feet to a point; run thence S-74°10'03"W. a distance of 51.87 feet to a point; run thence N-82°56'50"W. a distance of 45.00 feet to the point of beginning. The land thus described contains 1.335 acres, more or less.

**EXHIBIT**

D

WRITTEN AND VERIFIED PARCEL OWNER APPROVAL OF PROPOSED:

**DECLARATION OF REVIVED COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR SCOTT MILL HOLLOW**

**ARTICLES OF INCORPORATION FOR
SCOTT MILL HOLLOW HOMEOWNERS ASSOCIATION, INC.**

BYLAWS OF SCOTT MILL HOLLOW HOMEOWNERS ASSOCIATION, INC.

Each of the undersigned owners of a majority of Parcels in Scott Mill Hollow hereby acknowledges and represents the following:

1. That he/she has reviewed and is familiar with the proposed Declaration of Revived Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "Declaration"), to which this Approval is attached as Exhibit "E".
2. That he/she has reviewed and is familiar with the proposed Articles of Incorporation for Scott Mill Hollow Homeowners Association, Inc. (the "Articles"), which is attached to the Declaration as Exhibit "F".
3. That he/she has reviewed and is familiar with the proposed Bylaws of Scott Mill Hollow Homeowners Association, Inc. (the "Bylaws"), which is attached to the Declaration as Exhibit "G".
4. That he/she approves revitalization of the covenants and restrictions for Scott Mill Hollow pursuant to the provisions of Sections 712.11 and 720.403-720.407, Florida Statutes.
5. That he/she approves the Declaration, the Articles and the Bylaws, as prepared by the organizing committee, made up of Casey Williams, Daniel Blanchard and Cheryl Blum.

IN WITNESS WHEREOF, each of the undersigned Owners of a majority of the Building Plots in Scott Mill Hollow, for and on behalf of his/her successors and assigns, represents and warrants that he/she freely and voluntarily and with knowledge enters into this Written and Verified Parcel Owner Approval and hereby signs same on the date set forth on the following pages.

{Signatures on Following Pages}



Printed Name:

Carol Lynn Harper
CAROL LYNN HARPER

Owner of Building Plot located at 2923 Sandy
Branch Lane, Jacksonville, Florida 32257

JANUARY 2016
Dated this 8 day of ~~December~~, 2015.

STATE OF FLORIDA
COUNTY OF DUVAL

The forgoing document was sworn to and subscribed before me, the undersigned authority,
this 8th day of ~~December~~, 2015, by CAROL LYNN HARPER, who is personally
known to me or who has produced JANUARY 2016 as identification, and who, after
being by me first duly sworn, acknowledged and affirmed that he/she is authorized by any and all
co-owners of the Building Plot identified below his/her signature to execute this document.

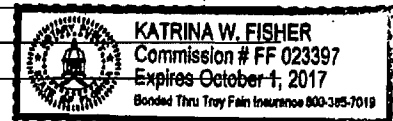
Katrina W. Fisher

Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

Commission Number: _____



Printed Name: Ted E. Greene

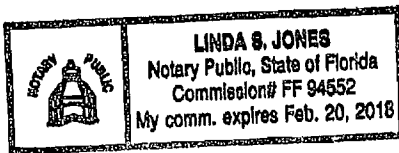
Ted E. Greene

Owner of Building Plot located at 2927 Sandy
Branch Lane, Jacksonville, Florida 32257

Dated this 6 day of ~~December, 2015~~ January, 2016.

STATE OF FLORIDA
COUNTY OF ~~DUVAL~~ Flagler

The forgoing document was sworn to and subscribed before me, the undersigned authority, this 6 day of ~~December, 2015~~, by January, 2016 by Ted E. Greene, who is personally known to me or who has produced Florida Driver License as identification, and who, after being by me first duly sworn, acknowledged and affirmed that he/she is authorized by any and all co-owners of the Building Plot identified below his/her signature to execute this document.



Linda S. Jones

Notary Public, State of Florida

Print Name: Linda S. Jones

My Commission Expires: 2-20-18

Commission Number: FF 94552

Printed Name: *Frederick M. Blum*
FREDERICK M. BLUM
Owner of Building Plot located at 2930 Sandy
Branch Lane, Jacksonville, Florida 32257
Dated this 31st day of December, 2015.

STATE OF FLORIDA
COUNTY OF DUVAL

The forgoing document was sworn to and subscribed before me, the undersigned authority, this 31st day of December, 2015, by Frederick M. Blum, who is personally known to me or who has produced _____ as identification, and who, after being by me first duly sworn, acknowledged and affirmed that he/she is authorized by any and all co-owners of the Building Plot identified below his/her signature to execute this document.



KIMBERLY A. WILLIAMSON
Notary Public, State of Florida
My Comm. Expires April 9, 2017
Commission No. FF 6571

Kimberly A. Williamson
Notary Public, State of Florida
Print Name: Kimberly A. Williamson
My Commission Expires: 04-09-2017
Commission Number: FF 6571

Printed Name: DANIEL E. BLANCHARD

Daniel E. Blanchard

Owner of Building Plot located at 2926 Sandy
Branch Lane, Jacksonville, Florida 32257

Dated this 31 day of December, 2015.

STATE OF FLORIDA
COUNTY OF DUVAL

The forgoing document was sworn to and subscribed before me, the undersigned authority, this 31st day of December, 2015, by Daniel E. Blanchard, who is personally known to me or who has produced _____ as identification, and who, after being by me first duly sworn, acknowledged and affirmed that he/she is authorized by any and all co-owners of the Building Plot identified below his/her signature to execute this document.

Shaaron M. Anderson

Notary Public, State of Florida

Print Name: Shaaron M. Anderson

My Commission Expires: _____

Commission Number: _____



Printed Name:

Casey Williams Casey Williams

Owner of Building Plot located at 2931 Sandy
Branch Lane, Jacksonville, Florida 32257

Dated this 28th day of December, 2015.

STATE OF FLORIDA DA
COUNTY OF ~~DUVAL~~ St Johns

The forgoing document was sworn to and subscribed before me, the undersigned authority, this 28 day of December, 2015, by Casey Williams, who is personally known to me or who has produced JDPL as identification, and who, after being by me first duly sworn, acknowledged and affirmed that he/she is authorized by any and all co-owners of the Building Plot identified below his/her signature to execute this document.



DANIELLE ADKINS
MY COMMISSION # FF 926605
EXPIRES: February 10, 2020
Bonded Thru Budget Notary Services

[Signature]

Notary Public, State of Florida

Print Name: Danielle Adkins

My Commission Expires: 2/10/20

Commission Number: FF926605

**ARTICLES OF INCORPORATION
FOR
SCOTT MILL HOLLOW HOMEOWNERS ASSOCIATION, INC.**

**A Corporation Not-for-Profit Homeowners' Association
Under the Laws of the State of Florida**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit homeowners' association pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**1
NAME**

The name of the corporation is SCOTT MILL HOLLOW HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles" and the By-Laws of the Association as the "By-Laws." The terms used in these Articles shall have the meanings set forth in the Declaration of Revitalized Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow, recorded in the Public Records of Duval County Florida (the "Declaration").

**2
OFFICE**

The principal office and mailing address of the Association shall be 2931 Sandy Branch Lane, Jacksonville, Florida 32257, or at such other place as may be subsequently designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act (as hereinafter defined).

**3
REGISTERED AGENT**

The initial registered agent is Casey Williams, whose address is 2931 Sandy Branch Lane, Jacksonville, Florida 32257, or at such other place as the Board of Directors may from time to time designate.

**4
PURPOSE**

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration and Chapter 720, Florida Statutes.

**5
POWERS**

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common law and statutory powers of a



corporation not-for-profit under the Laws of Florida (which are in effect at the time of filing of these Articles) except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the By-Laws.

- 5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Association and those specific powers and duties set forth in the Declaration and Chapter 720, Florida Statutes.
- 5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws. The Association shall have the power to transfer title to the Common Areas to another not-for-profit corporation in which the members of this Association are also the members.
- 5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another not-for-profit corporation or a public agency or as otherwise authorized by the Florida Not-For-Profit Corporation Act (Chapters 617 and 720, Florida Statutes) (the "Act").
- 5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and By-Laws. The provisions of the Declaration shall control over those of the Articles and By-Laws; the provisions of the Articles shall control over the provisions of the By-Laws.

6 MEMBERS

- 6.1 Membership. The members of the Association shall consist of the record title owners of Lots, Building Plots or Parcels within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lot, Building Plot or Parcel.
- 6.2 Voting Rights. The voting interests of each parcel owner shall be the same as the voting interest of the parcel owner under the previous governing documents. Each Member shall have one (1) vote for each Building Plot owned by such member. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws.

7
INCORPORATOR

The name and address of the Incorporator of this Corporation is:

Casey Williams	2931 Sandy Branch Lane Jacksonville, Florida 32257
----------------	---

8
TERM OF EXISTENCE

Existence of the Association commences with the filing of the Original Articles and shall exist in perpetuity; provided, however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a not-for-profit corporation with similar purpose.

9
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME:	ADDRESS:
President: Casey Williams	2931 Sandy Branch Lane Jacksonville, Florida 32257
Vice President: Cheryl Blum	2930 Sandy Branch Lane Jacksonville, Florida 32257
Secretary/Treasurer: Daniel Blanchard	2926 Sandy Branch Lane Jacksonville, Florida 32257

10
DIRECTORS

- 10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors.
- 10.2 Duties and Powers. All of the duties and powers of the Association existing under the law, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required.

- 10.3 Election and Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 10.4 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their resignation and appointment of successors and have taken office, as provided in the By-Laws, are as follows:

NAME:	ADDRESS:
Casey Williams	2931 Sandy Branch Lane Jacksonville, Florida 32257
Cheryl Blum	2930 Sandy Branch Lane Jacksonville, Florida 32257
Daniel Blanchard	2926 Sandy Branch Lane Jacksonville, Florida 32257

- 10.5 Standards. A director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a director has knowledge concerning a matter in question that makes reliance unwarranted, a director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the director reasonably believes are within the persons' professional or expert competence; or a Committee of which the director is not a member if the director reasonably believes the Committee merits confidence. A director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

11 INDEMNIFICATION PROVISIONS

- 11.1 Except as provided in Section 617.0834, Florida Statutes, the indemnification provisions of Section 607.0831, Florida Statutes, and Section 607.0850, Florida Statutes, shall apply to this Association pursuant to the provisions of Section 617.0831, Florida Statutes.

12 BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

13
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- 13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes, and in the Act (the latter to control over the former to the extent provided for in the Act); provided that in all events such amendments proposed by the Association shall be approved by the Owners representing a majority of the votes of the members of the Association who have voting power at the time of such amendment.
- 13.3 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Duval County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration are recorded which contains, as an exhibit, the initial recording of these Articles.

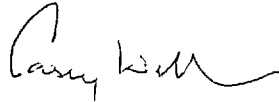
14
**INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 2931 Sandy Branch Lane, Jacksonville, Florida 32257, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Casey Williams.

[Signatures on following page]

IN WITNESS WHEREOF, the initial President of the Association has affixed his signature on the day and year set forth below.

SCOTT MILL HOLLOW HOMEOWNERS
ASSOCIATION, INC.



By: Casey Williams
Its: Initial President/Incorporator

Dated this 17 day of MAY, 2016.

IN WITNESS WHEREOF, the initial Secretary of the Association has affixed his signature on the day and year set forth below.

SCOTT MILL HOLLOW HOMEOWNERS
ASSOCIATION, INC.



By: Daniel Blanchard
Its: Initial Secretary

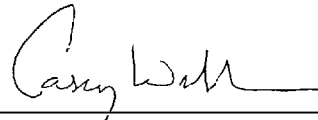
Dated this 17 day of MAY, 2016.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

First --That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Duval, State of Florida, the Association named in the said articles has named Casey Williams, whose address is 2931 Sandy Branch Lane, Jacksonville, Florida 32257 as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



Casey Williams
Registered Agent

Dated this 17 day of May, 2016.

**BY-LAWS
OF
SCOTT MILL HOLLOW HOMEOWNERS ASSOCIATION, INC.**

**A Corporation Not for Profit
Under the Laws of the State of Florida**

**1
DEFINITIONS**

All terms in these By-Laws shall have the meanings as set forth in the Declaration of Restated Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow.

**2
BOOKS AND PAPERS**

2.1 The books, records and papers of the Association shall, at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

**3
MEMBERSHIP**

3.1 Membership of the Association is as set forth in Article 6 of the Articles of Incorporation of Scott Mill Hollow Homeowners Association, Inc.

**4
REGISTERED AGENT**

The initial Registered Agent is Casey Williams, whose address is 2931 Sandy Branch Lane, Jacksonville, Florida 32257 or at such other place as the Board of Directors may from time to time designate.

**5
BOARD OF DIRECTORS**

5.1 The initial Board of Directors shall be made of the following initial Directors:

Casey Williams, 2931 Sandy Branch Lane, Jacksonville, Florida 32257

Cheryl Blum, 2930 Sandy Branch Lane, Jacksonville, Florida 32257

Daniel Blanchard, 2926 Sandy Branch Lane, Jacksonville, Florida 32257

The Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by a majority of votes cast either by Members present in person or by written ballots cast prior to or at the annual meeting. The election shall be valid notwithstanding whether there was a quorum at the meeting.



5.2 Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership cast at a meeting at which a quorum is present.

5.3 The first meeting of the initial Board of Directors, for the purposes of organization, shall be held immediately after the first annual meeting of Members, provided the majority of the members of the Board elected are present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

5.4 Subject to the provisions of Section 5.6 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

5.5 Subject to the provisions of Section 5.6 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

5.6 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding this general notice requirement, notice of any meeting in which Assessments against Lots are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such Assessments and shall be provided to each Owner not less than fourteen (14) days prior to the meeting.

5.7 Directors shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

5.8 Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to any body vested with the power to approve or

disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

5.9 The Directors of the Association have a fiduciary duty to the Owners of Lots or Units governed by the Association.

5.10 Members have the right to attend all meetings of the Board and to speak on any matter placed on the agenda by petition of the voting interests for at least five (5) minutes. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney, with respect to meetings of the Board held for the purpose of discussing personnel matters.

5.11 If twenty percent (20%) of the total voting interests petition the Board to address an item of business, the Board shall, at its next regular Board meeting, or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members fourteen (14) days' notice of the meeting at which the petitioned item shall be addressed. Each Member shall have the right to speak for at least five (5) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

6

RECALL OF DIRECTORS

6.1 Subject to the provisions of Section 720.307, Florida Statutes, regarding transition of association control, any member of the Board or Directors may be recalled and removed from office with or without cause by a majority of the total voting interests in accordance with the provisions of Section 720.303(10), Florida Statutes.

7

OFFICERS

7.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

7.2 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office

or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

7.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

7.4 The officers of the Association have a fiduciary duty to the Owners of Lots governed by the Association.

8

MEETINGS OF MEMBERS

8.1 The regular annual meeting of the Members shall be held in the month of December in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

8.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of 10% of the total voting interests of the Association. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

8.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least fourteen (14) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

8.4 The presence in person or by proxy at the meeting of Members entitled to cast at least 30% of the votes of the membership shall constitute a quorum for any action governed by these By-Laws. Unless a greater percentage is expressly required, decisions of the Members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

8.5 Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

8.6 Any Owner may tape record or videotape meetings of the Members, subject, however, to the rules established from time to time by the Board regarding such tapings.

8.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors), Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Roberts' Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

9

AMENDMENTS

9.1 These By-Laws may be amended, at a regular or special meeting of the Board, by a vote of two thirds of the votes of the Directors, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law, and provided further, that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration.

9.2 In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

10

OFFICIAL RECORDS

From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

- (a) A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Private Road Easement or other property that the Association is obligated to maintain, repair or replace;
- (b) A photocopy of the By-Laws of the Association and all amendments thereto;
- (c) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;

- (d) A photocopy of the Declaration and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years;
- (g) A current roster of all Owners, their mailing addresses and Lot identifications;
- (h) All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility;
- (j) Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than 1 year;
- (k) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association; and
- (l) Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting records shall include, but not be limited to:
 - (i) Accurate, itemized, and detailed records for all receipts and expenditures;
 - (ii) A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due;
 - (iii) All tax returns, financial statements and financial records of the Association; and
 - (iv) Any other records that identify, measure, record or communicate financial information.

Notwithstanding the provisions of this paragraph, the following records shall not be accessible to Members or Unit Owners:

- (1) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege, including, but

not limited to, any record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

(2) Information obtained by the Association in connection with the approval of the sale or other transfer of a parcel.

(3) Disciplinary, health, insurance, and personnel records of the Association's employees.

(4) Medical records of Owners or community residents.

11

BOOKS AND PAPERS; FISCAL YEAR; MINUTES; BUDGETS; FINANCIAL REPORTS

11.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying, but may not impose a requirement that an Owner demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit an Owner's right to inspect records to less than one 8-hour business day per month. The Association may charge up to fifty (50) cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed twenty five (25) pages in length, the Association may have copies made by an outside vendor and may charge the actual cost of copying. If the Association has a photocopy machine available where the records are maintained, it must provide Owners with copies on request during the inspection if the entire request is limited to no more than twenty five (25) pages. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, By-Laws and any rules to ensure their availability to Members and prospective Members and may charge only its actual costs for reproducing and furnishing these documents.

11.2 The fiscal year of the Association shall be the twelve-month period commencing January 1st and terminating December 31st of each year.

11.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

11.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in these ByLaws.

11.5 Financial reports shall be prepared in accordance with Section 720.303(6) and (7), Florida Statutes, as amended from time to time, and delivered within the times required by such Sections.

12 CONTRACTS

All contracts as further described in this section or any contract that is not to be fully performed within 1 year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under this chapter or the governing documents and all contracts for the provision of services shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. Nothing contained in this section shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community Association manager, engineering, and landscape architect services are not subject to the provisions of this section.

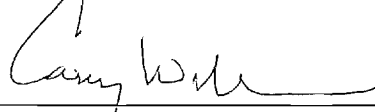
13 DISCLOSURE

Owners shall comply with the disclosure requirements set forth in Part II of Chapter 720, Florida Statutes.

[Signatures on Next Page]

IN WITNESS WHEREOF, the initial President of the Association has affixed his signature on the day and year set forth below.

SCOTT MILL HOLLOW HOMEOWNERS
ASSOCIATION, INC.

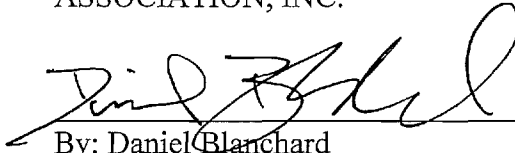


By: Casey Williams
Its: Initial President/Incorporator

Dated this 17 day of may, 2016.

IN WITNESS WHEREOF, the initial Secretary of the Association has affixed his signature on the day and year set forth below.

SCOTT MILL HOLLOW HOMEOWNERS
ASSOCIATION, INC.



By: Daniel Blanchard
Its: Initial Secretary

Dated this 17 day of MAY, 2016.

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-16-066

May 10, 2016

Scott A. Padgett, Esq.
Rogers Towers
1301 Riverplace Boulevard
Suite 1500
Jacksonville, Florida 32207

Re: Scott Mill Hollow Homeowners' Association, Inc.

Dear Mr. Padgett:

The Department entered Final Order Number DEO-16-033 (Final Order) on March 11, 2016, making a determination that the proposed revived declaration of covenants (Proposed Revived Declaration) for Scott Mill Hollow Homeowners' Association, Inc. (Association) was in violation section 720.404(3), Florida Statutes, which provides that "[t]he revived declaration may not contain covenants that are more restrictive on the parcel owners than the covenants contained in the previous declaration," with limited exceptions that do not apply here.

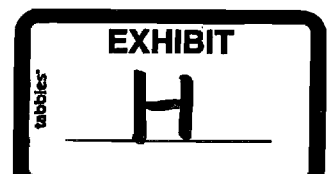
Specifically, the Department determined the Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "Original Declaration") expired on June 22, 2014, and that the inclusion of "new" more restrictive covenants from the amendments adopted on July 7, 2014, August 4, 2014, and December 2, 2014 - *after* the extinguishment of the Original Declaration - was in violation of section 720.404(3), Florida Statutes.

On April 7, 2016, the Association filed with the Department a Petition for Administrative Hearing (Petition). A true and correct copy of the Petition is attached hereto as Exhibit A. The Department has reviewed the Petition for Administrative Hearing and supporting materials, and has determined:

1. That January 8, 2015, is the earliest date that the Original Declaration could have expired as to any one parcel.
2. The following amendments comprise the "previous governing documents" as contemplated by section 720.405(4)(d), Florida Statutes:

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



Scott A. Padgett, Esq.
 May 10, 2016
 Page 2 of 5

FINAL ORDER NO. DEO-16-066

- a. The Original Declaration, recorded on June 22, 1984, at Official Records Volume 5816, Pages 1322-1337, of the Public Records of Duval County, Florida.
 - b. The Annexation of Additional Lands to and Modification of Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "Annexation Amendment"), recorded on January 28, 1985, at Official Records Volume 5908, Pages 1914-1932, of the Public Records of Duval County, Florida.
 - c. The Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "First Amendment") recorded on July 7, 2014, at Official Records Doc # 2014150453, Book 16836, Pages 1056-60, of the Public Records of Duval County, Florida.
 - d. The Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "Second Amendment"), recorded on August 4, 2014, at Official Records Doc # 2014173264, Book 16865, Pages 2202-2216, of the Public Records of Duval County, Florida.
 - e. The Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "Third Amendment"), recorded on December 2, 2014, at Official Records Doc # 2014270402, Book 16991, Pages 1899-1911, of the Public Records of Duval County, Florida.
3. Because the earliest date the Original Declaration could have expired was January 8, 2015, the First, Second and Third Amendments constitute "previous governing documents" and the inclusion of covenants from these documents in the Proposed Revived Declaration is not in violation of section 720.404(3), Florida Statutes.

Based on the foregoing, the Department hereby **RESCINDS** Final Order DEO-16-033 entered on March 11, 2016, which denied the Proposed Revived Declaration of the Association; and **APPROVES the Proposed Revived Declaration** previously submitted by the Association.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The

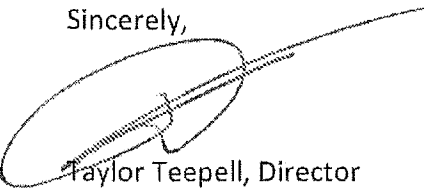
Scott A. Padgett, Esq.
May 10, 2016
Page 3 of 5

FINAL ORDER NO. DEO-16-066

revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

A handwritten signature in black ink, appearing to read "Taylor Teepell", with a long horizontal flourish extending to the right.

Taylor Teepell, Director
Division of Community Development

Scott A. Padgett, Esq.
May 10, 2016
Page 4 of 5

FINAL ORDER NO. DEO-16-066

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
agency.clerk@deo.myflorida.com

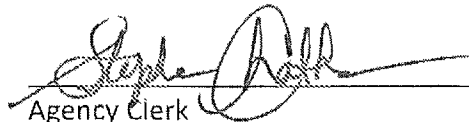
YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

Scott A. Padgett, Esq.
May 10, 2016
Page 5 of 5

FINAL ORDER NO. DEO-16-066

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 10th day of May, 2016.



Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By Certified U. S. Mail:

Scott A. Padgett, Esq.
Rogers Towers
1301 Riverplace Boulevard
Suite 1500
Jacksonville, Florida 32207

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning

DEPARTMENT OF ECONOMIC OPPORTUNITY
FILING AND ACKNOWLEDGEMENT
FILED, on this date, with the designated
Agency Clerk, receipt of which is hereby
acknowledged.

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

Katie Zimmer 4/7/16
Agency Clerk Date

CASEY WILLIAMS, CHERYL BLUM and
DANIEL BLANCHARD, as members of the
organizing committee seeking revitalization of
the Declaration of Covenants, Conditions,
Easements and Restrictions for Scott Mill
Hollow,

Re: Final Order No. DEO-16-033

Petitioners,

v.

DEPARTMENT OF ECONOMIC
OPPORTUNITY,

Respondent.

Certified Process Server - J Lee Vance, Jr.
2nd Judicial Circuit, Leon, Florida, ID #31

4/7/16 Time 3:25 AED

PETITION FOR ADMINISTRATIVE HEARING
INVOLVING DISPUTED ISSUES OF MATERIAL FACT

CASEY WILLIAMS, CHERYL BLUM and DANIEL BLANCHARD, as members of
the organizing committee seeking revitalization of the Declaration of Covenants, Conditions,
Easements and Restrictions for Scott Mill Hollow ("Petitioners"), by and through their
undersigned attorneys and pursuant to Sections 120.569 and 120.57(1), Florida Statutes, and
Rules 28-106.104 and 28-106.201, Florida Administrative Code, file this petition with the
DEPARTMENT OF ECONOMIC OPPORTUNITY requesting an administrative hearing
involving disputed issues of material fact, and state:

1. Petitioners request an evidentiary hearing before the Division of Administrative
Hearings ("DOAH") involving disputed issues of material fact.

Exhibit A

2. The Department of Economic Opportunity ("DEO") is the name of the agency affected by this Petition.

3. DEO's address is:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 East Madison St., MSC 110
TALLAHASSEE, FLORIDA 32399-4128

4. This Petition arises out of and is in direct response to DEO's Final Order No. DEO-16-033. Petitioners are aware of no other agency file or identification numbers related to this matter.

5. The name, address and telephone number of Petitioners' representative are:

Scott A. Padgett
Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207
(904) 346-5777

6. The following subparagraphs explain how Petitioners' substantial interests will be affected by DEO's determination:

(a) Petitioners own and reside in homes located in Scott Mill Hollow, a small residential community in Jacksonville, Florida.

(b) A declaration of covenants and restrictions previously governed all of the parcels in Scott Mill Hollow.

(c) Petitioners are the members of an organizing committee that submitted to DEO proposed revived governing documents and supporting materials in connection with a request to approve the covenant revitalization for Scott Mill Hollow.

(d) DEO's Final Order No. DEO-16-033 (the "Order") denied Petitioners' request for approval of covenant revitalization for Scott Mill Hollow.

(e) Petitioners have a substantial interest in preserving their community in accordance with Part III of Chapter 720, Florida Statutes.

7. Petitioners received notice of the agency decision on March 17, 2016, the date on which the undersigned attorney received delivery of the Order via certified mail.

8. The disputed issues of material fact are:

(a) Whether the proposed revived declaration of covenants and other governing documents submitted to DEO by Petitioners comply with the requirements of Part III, Chapter 720, Florida Statutes.

(b) Whether the proposed revised declaration of covenants and other governing documents for Scott Mill Hollow contain covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents for Scott Mill Hollow.

(c) Which of the following documents comprise the "previous governing documents" as contemplated by Section 720.405(4)(d), Florida Statutes:

i. That certain Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "Original Declaration"), recorded on June 22, 1984, at Official Records Volume 5816, Pages 1322-1337, of the Public Records of Duval County, Florida;

ii. That certain Annexation of Additional Lands to and Modification of Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "Annexation Amendment"), recorded on January 28, 1985, at

Official Records Volume 5908, Pages 1914-1932, of the Public Records of Duval County, Florida;

iii. That certain Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "First Amendment"), recorded on July 7, 2014, at Official Records Doc # 2014150453, Book 16836, Page 1056-60, of the Public Records of Duval County, Florida

iv. That certain Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "Second Amendment"), recorded on August 4, 2014, at Official Records Doc # 2014173264, Book 16865, Pages 2202-2216, of the Public Records of Duval County, Florida;

v. That certain Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Scott Mill Hollow (the "Third Amendment"), recorded on December 2, 2014, at Official Records Doc # 2014270402, Book 16991, Pages 1899-1911, of the Public Records of Duval County, Florida.

(d) Whether, as of December 2, 2014 (the date for determining marketability), the Original Declaration had been extinguished by Chapter 712, Florida Statutes (Marketable Record Title Act), from any of the parcels that are affected by the proposed revived declaration of covenants. To resolve this disputed issue of material fact, the following sub-issues must be decided:

i. On December 2, 2014, what was the "root of title" for each parcel that is affected by the proposed revived declaration of covenants?

ii. As of December 2, 2014, what was the “effective date of the root of title” for each parcel affected by the proposed revived declaration of covenants?

iii. Was the Original Declaration recorded “before the effective date of the root of title” (root of title measured as of December 2, 2014) for each parcel that is affected by the proposed revived declaration of covenants?

(e) Whether the DEO incorrectly determined that the Marketable Record Title Act caused the Original Declaration to be extinguished from any of the parcels prior to any of the dates on which the Annexation Amendment, First Amendment, Second Amendment and Third Amendment were recorded in the public records.

(f) Whether the DEO incorrectly determined that the proposed revised declaration of covenants for Scott Mill Hollow contains covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents for Scott Mill Hollow.¹

¹ According to the Order, DEO determined that the proposed revised declaration of covenants for Scott Mill Hollow contains covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents for Scott Mill Hollow. The determination was based on DEO’s belief that the Original Declaration was automatically extinguished as to all parcels exactly 30 years after the date on which it was recorded. Because the Second and Third Amendments to the Original Declaration were recorded more than 30 years after the date on which the Original Declaration was recorded, DEO found that those amendments were invalid and not properly considered part of the “previous governing documents” as such term is used in Section 720.405(4)(d), Florida Statutes. Therefore, DEO concluded that the proposed revitalized declaration of covenants for Scott Mill Hollow (which included all of the surviving provisions from the Original Declaration, the Annexations Agreement, the First Amendment, the Second Amendment and the Third Amendment) contains covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents (which, according to DEO, do not include some of the amendments to the Original Declaration).

9. The ultimate facts alleged, including the specific facts that Petitioners contend warrant reversal of the Order, are:

(a) The proposed revived declaration of covenants and other governing documents submitted to DEO by Petitioners complied with the requirements of Part III, Chapter 720, Florida Statutes.

(b) The proposed revised declaration of covenants and other governing documents for Scott Mill Hollow do not contain covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents for Scott Mill Hollow.

(c) The "previous governing documents" as contemplated by Section 720.405(4)(d), Florida Statutes, is composed of the Original Declaration, the Annexation, the First Amendment, the Second Amendment and the Third Amendment.

(d) The Third Amendment was recorded on December 2, 2014 before the Marketable Record Title Act had caused the Original Declaration to be extinguished from any of the parcels in Scott Mill Hollow.

(e) For each parcel that is affected by the proposed revitalized declaration of covenants for Scott Mill Hollow, the Table on the following two pages identifies the name(s) of the current owner(s) of record, the title transaction that constituted the "root of title"² as of December 2, 2014, and the "effective date of the root of title"³ as of December 2, 2014:

² "'Root of title' means any title transaction purporting to create or transfer the estate claimed by any person and which is the last title transaction to have been recorded at least 30 years prior to the time when marketability is being determined." Section 712.01(2), Florida Statutes.

³ "The effective date of the root of title is the date on which it was recorded." *Id.*

Parcel #	Name(s) of Current Owner(s) of Record	Title Transaction that Constitutes the Root of Title (as of 12/2/14)	Effective Date of Root of Title
1	Henny Fisch as Co-Trustees (sic) of The SD Trust dated 13th day of March, 2015	Warranty Deed from Robert L. Dunn to Fixel Enterprises, Inc. dated February 6, 1984 recorded February 7, 1984 O.R. VOL 5756 / PG 1822	February 7, 1984
2	Carol Lynn Harper	Warranty Deed from Fixel Enterprises, Inc. to Jacob Fixel and Lois Fixel dated June 13, 1984 recorded June 22, 1984 O.R. VOL 5816 / PG 1389	June 22, 1984
3	Ted E. Greene Anne J. Greene	Warranty Deed from Robert L. Dunn to Fixel Enterprises, Inc. dated February 6, 1984 recorded February 7, 1984 O.R. VOL 5756 / PG 1822	February 7, 1984
4	Cheryl B. Blum Frederick M. Blum	Warranty Deed from Fixel Enterprises, Inc. to Barry J. Newman and Allyson Caren Newman dated June 11, 1984 recorded June 22, 1984 O.R. VOL 5816 / PG 1347	June 22, 1984
5	Daniel E. Blanchard	Warranty Deed from Fixel Enterprises, Inc. to Barry M. Goldfarb and Janet J. Goldfarb dated June 11, 1984 recorded June 22, 1984 O.R. VOL 5816 / PG 1368	June 22, 1984

6	Casey Williams Rachel E. Williams	Warranty Deed from Jennifer M. Amos, formerly Jennifer M. Dunn to Robert L. Dunn dated April 23, 1982 recorded May 18, 1982 O.R. VOL 5528 / PG 905	May 18, 1982
7	David Schwartz	Warranty Deed from Jennifer M. Amos, formerly Jennifer M. Dunn to Robert L. Dunn dated April 23, 1982 recorded May 18, 1982 O.R. VOL 5528 / PG 905	May 18, 1982
8a	Neil Scott McEachern Elizabeth S. Rivera	Warranty Deed from Jennifer M. Amos, formerly Jennifer M. Dunn to Robert L. Dunn dated April 23, 1982 recorded May 18, 1982 O.R. VOL 5528 / PG 905	May 18, 1982
8b	Neil Scott McEachern, Elizabeth S. Rivera, Catalina McEachern	Warranty Deed from Jennifer M. Amos, formerly Jennifer M. Dunn to Robert L. Dunn dated April 23, 1982 recorded May 18, 1982 O.R. VOL 5528 / PG 905	May 18, 1982

(f) For the reasons set forth in paragraph 10 and its subparagraphs below, the Original Declaration had not been extinguished from any of the Parcels affected by the proposed revitalized declaration, as of December 2, 2014, which was the date on which the Third Amendment was recorded. As a result, the Third Amendment and all prior amendments to the Original Declaration must be considered part of the "previous governing documents" as contemplated by Section 720.405(4)(d), Florida Statutes. Thus, the proposed revitalized covenants for Scott Mill Hollow (which incorporate all of the amendments to the Original Declaration) are not more restrictive than the previous governing documents (which include all of the amendments to the Original Declaration).

10. The specific statutes that the Petitioners contend require reversal of the Order, including an explanation of how the alleged facts relate to the specific statutes, are:

(a) Sections 712.02 and 712.04, Florida Statutes

i. A careful and thorough examination of the statutory language used in these sections (and a survey of relevant case law) reveals the legislative intent regarding the purposes behind each section and how they were meant to interact.

ii. Section 712.02 is primarily concerned with establishing a marketable title for a particular type of estate (i.e., fee simple, life estate, tenancy for specified duration, etc.). It indicates that after 30 years or more of title to land being held in a particular type of estate, such an estate along with the rights that accompany that type of estate becomes marketable, which is important for purposes of underwriting title insurance. This section is primarily intended to prevent someone else from claiming that the present record title owner of property actually owns a lesser estate or no estate in the property.

iii. The secondary purpose of Section 712.02 is to remove title encumbrances by stating that after passage of a general period of time ("30 years or more")⁴ such an established estate will be "free and clear of all claims" except for those exceptions listed in 712.03.

iv. Section 712.04 supplements, clarifies and supersedes Section 712.02 by stating with more particularity exactly when those claims are extinguished and become null and void. The legislative intent of Section 712.04 is made known by the title, "Interests extinguished from marketable record title." Such intent (to supplement, clarify and supersede 712.02) is further supported by Section 712.04's identification of a formula for measuring the precise lookback period of time before which any interests that appear of record are extinguished (in contrast to the imprecise period of "30 years or more" set forth in Section 712.02).

v. In other words, Sections 712.02 and 712.04, Florida Statutes, are *in pari materia* and construed by Florida courts such that recorded covenants and restrictions encumbering real property are not extinguished simply after 30 years of existence. Rather, they are only extinguished if they were recorded "before the effective date of the root of title,"⁵ which would necessarily be "30 years or more"⁶ prior to the date of determining marketability, and none of the exceptions

⁴ It should be noted that the period of time identified in Section 712.02 is not precisely 30 years, but rather "30 years or more". The choice of language reveals an additional legislative intent that MRTA does not operate to extinguish interests after the passage of a period of precisely 30 years.

⁵ Section 712.04, Fla.Stat.

⁶ Section 712.02, Fla.Stat.

apply. See Section 712.01(2), Florida Statutes and FN 2 (defining “root of title” and identifying the “effective date of the root of title”).

vi. Thus, the relevant look-back period for determining marketability of record title from a particular date is not 30 years. It is that period of time between the date on which you are attempting to determine marketability and the “effective date of the root of title.”

vii. The proper legal analysis for determining whether the Original Declaration was still effective when the Third Amendment was recorded is as follows:

(1) STEP ONE: For each parcel, determine whether the Original Declaration had been extinguished as of the date on which the Third Amendment was recorded:

(a) Identify the “root of title” for each parcel, as of the date on which the Third Amendment was recorded.

(b) Identify the “effective date of the root of title” for each parcel, as of the date on which the Third Amendment was recorded.

(c) If the Original Declaration was not recorded⁷ before the “effective date of the root of title”, then the Original Declaration had not yet been extinguished by the operation of MRTA, and the analysis ends there. The Original Declaration was

⁷ The recording of the Original Declaration is certainly an “act, title transaction, event or omission” pursuant to section 712.04, Florida Statutes.

still valid and in effect at to that parcel, as of the date on which the Third Amendment was recorded.

(d) If, on the other hand, the Original Declaration was recorded before the “effective date of the root of title”, then go to Step Two.

(2) STEP TWO: Determine whether there exists an exception under Section 712.03, which would prevent the Original Declaration from being extinguished. This analysis would be performed for those parcels that, as of the date on which the Third Amendment was recorded, were deemed no longer subject to the Original Declaration under Step One.

viii. The following subparagraphs explain how the alleged facts relate to Section 712.04 (which supplements and clarifies Section 712.02) to determine whether the Original Declaration had been extinguished from each parcel as of the date on which the Third Amendment was recorded (December 2, 2014):

(1) Parcel 1: As of December 2, 2014, the “effective date of the root of title” for Parcel 1 was February 7, 1984. The Original Declaration was recorded on June 22, 1984, which is not “before the effective date of the root of title.” Therefore, as of December 2, 2014, the Original Declaration had not been extinguished from Parcel 1 by operation of MRTA.

(2) Parcel 2: As of December 2, 2014, the “effective date of the root of title” for Parcel 2 was June 22, 1984. The Original Declaration was recorded on June 22, 1984, which is not “before the effective date of

the root of title.” Therefore, as of December 2, 2014, the Original Declaration had not been extinguished from Parcel 2 by operation of MRTA.

(3) Parcel 3: As of December 2, 2014, the “effective date of the root of title” for Parcel 3 was February 7, 1984. The Original Declaration was recorded on June 22, 1984, which is not “before the effective date of the root of title.” Therefore, as of December 2, 2014, the Original Declaration had not been extinguished from Parcel 3 by operation of MRTA.

(4) Parcel 4: As of December 2, 2014, the “effective date of the root of title” for Parcel 4 was June 22, 1984. The Original Declaration was recorded on June 22, 1984, which is not “before the effective date of the root of title.” Therefore, as of December 2, 2014, the Original Declaration had not been extinguished from Parcel 4 by operation of MRTA.

(5) Parcel 5: As of December 2, 2014, the “effective date of the root of title” for Parcel 5 was June 22, 1984. The Original Declaration was recorded on June 22, 1984, which is not “before the effective date of the root of title.” Therefore, as of December 2, 2014, the Original Declaration had not been extinguished from Parcel 5 by operation of MRTA.

(6) Parcel 6: As of December 2, 2014, the “effective date of the root of title” for Parcel 6 was May 18, 1982. The Original Declaration

was recorded on June 22, 1984, which is not before the “effective date of the root of title.” Therefore, as of December 2, 2014, the Original Declaration had not been extinguished from Parcel 6 by operation of MRTA.

(7) Parcel 7: As of December 2, 2014, the “effective date of the root of title” for Parcel 7 was May 18, 1982. The Original Declaration was recorded on June 22, 1984, which is not “before the effective date of the root of title.” Therefore, as of December 2, 2014, the Original Declaration had not been extinguished from Parcel 7 by operation of MRTA.

(8) Parcel 8 (including both 8a and 8b): As of December 2, 2014, the “effective date of the root of title” for Parcel 8 was May 18, 1982. The Original Declaration was recorded on June 22, 1984, which is not “before the effective date of the root of title.” Therefore, as of December 2, 2014, the Original Declaration had not been extinguished from Parcel 8 by operation of MRTA.

(b) Section 712.03, Florida Statutes:

i. If Sections 712.02 and 712.04, Florida Statutes, cause an interest in real property to be extinguished, then Section 712.03 would need to be examined to determine whether an exception applies. However, this Section is inapplicable to any MRTA analysis unless it is first determined that the interest was recorded “before the effective date of the root of title.”

ii. Applied to this Petition, Section 712.03 would only be significant if the Original Declaration had been recorded "before the effective date of the root of title" for any of the parcels, determined as of the date on which the Third Amendment was recorded. As explained above, the Original Declaration was not recorded "before the effective date of the root of title" as to any of the parcels affected. Therefore, it is unnecessary to analyze whether any exceptions to extinguishment apply under Section 713.03.

iii. However, for the sake of demonstration, the following subparagraphs explain how this section would be applied to the facts under different circumstances, using Parcel 8 as an example:

- (1) If it were determined that the Original Declaration was recorded "before the effective date of the root of title" for Parcel 8, the second step of the analysis would be to determine whether an exception applies under Section 712.03, which would have prevented the Original Declaration from being extinguished on Parcel 8.
- (2) Under Section 713.03(1), Florida Statutes, Parcel 8 would have still been subject to the Original Declaration on December 2, 2014, because one of the muniments of title in the chain of title for Parcel 8⁸ specifically identified the

⁸ The specific muniment of title referenced is that certain Warranty Deed, dated February 22, 1985, from Robert L. Dunn and Sandra L. Dunn to Fixel Enterprises, Inc., recorded on March 11, 1985, at O.R. Volume 5927, Page 206 of the public records of Duval County, Florida. The first page of said Warranty Deed states: "SUBJECT TO COVENANTS, ESEMENTS (sic) AND RESTRICTIONS OF RECORD." The second page states: "Together with and subject to the Declaration of Covenants, Conditions,

Original Declaration by reference to the book and page number of the Original Declaration, and thereby preserved the covenants as to Parcel 8.

11. The relief sought by Petitioners, stating precisely the action Petitioners wish the DEO to take with respect to the Order, is as follows:

(a) Petitioners request DEO to re-consider its decision to deny Petitioners' request for approval of the proposed revitalized governing documents for Scott Mill Hollow.

(b) Petitioners request DEO to withdraw the Order, and to issue a new order granting Petitioners' request for approval of the proposed revitalized governing documents for Scott Mill Hollow.

(c) If DEO does not agree to withdraw the Order, and to issue a new order granting Petitioners' request for approval of the proposed revitalized governing documents for Scott Mill Hollow, then Petitioners respectfully request DEO to commence an administrative hearing before the Department of Administrative Hearings to resolve the disputed issues set forth in this Petition.

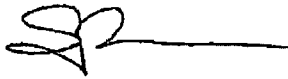
(d) Furthermore, Petitioners invite the attorneys for DEO to contact the undersigned attorney if DEO has any hesitation in granting the relief requested herein, has any questions, or requests any additional information or documentation that may assist DEO in making its decision prior to final agency action.

Easements and Restrictions recorded in Official Records Volume 5816, Pages 1322 – 1337 as annexed in Official Records Volume 5908, Page 1914 – 1932."

WHEREFORE, Petitioners respectfully request DEO to grant the relief identified in paragraph 11, above.

Dated: April 7, 2016

ROGERS TOWERS, P.A.

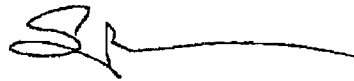
By: 

Scott A. Padgett, Esquire
Florida Bar No. 0016862
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207
(904) 398-3911 (telephone)
(904) 396-0663 (facsimile)
Primary email: spadgett@rtlaw.com
Secondary email: psmythe@rtlaw.com
ATTORNEY FOR PETITIONERS

CERTIFICATE OF SERVICE

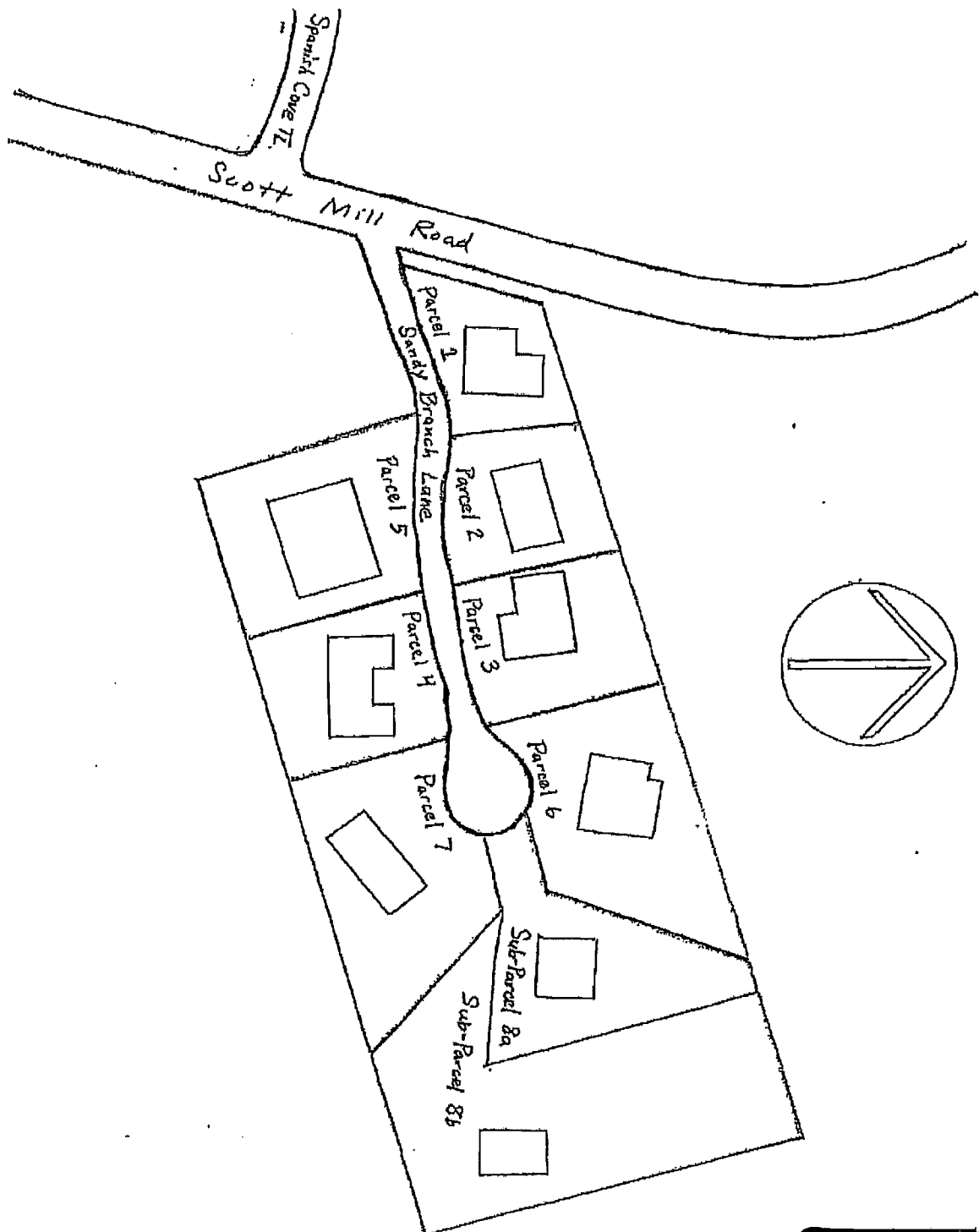
I HEREBY CERTIFY that on this 7th day of April, 2016, the foregoing Petition was furnished via hand delivery to:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 East Madison St., MSC 110
TALLAHASSEE, FLORIDA 32399-4128



Attorney

Graphic Depiction of Affected Parcels:



Legal Descriptions of Affected Parcels:

Parcel 1

(2919 Sandy Branch Lane, Jacksonville, Florida 32257)

Owner: Henny Fisch as Co-Trustees of The SD Trust dated 13th day of March, 2015

A PORTION OF THE PRUDENCE PLUMMER GRANT, SECTION 41, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE POINT OF INTERSECTION OF THE NORTHERLY BOUNDARY OF OAK BLUFF GROVE, ACCORDING TO PLAT RECORDED IN THE CURRENT PUBLIC RECORDS OF SAID COUNTY, IN PLAT BOOK 14, PAGE 83, WITH THE EASTERLY RIGHT OF WAY LINE OF SCOTT MILL ROAD (AN 80.00 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND RUN NORTH 18°40'00" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 203.61 FEET TO THE NORTHWESTERLY CORNER OF THAT CERTAIN TRACT DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 5446, PAGE 379, PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 18°40'00" EAST, 140.28 FEET; THENCE NORTH 73°54'00" EAST, 90.00 FEET; THENCE SOUTH 09°08'31" EAST, 115.53 FEET; THENCE SOUTH 82°53'39" WEST, 20.7 FEET; THENCE SOUTH 72°20'00" WEST, 136.1 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION LYING WITHIN SANDY BRANCH LANE.

Parcel 2

(2923 Sandy Branch Lane, Jacksonville, Florida 32257)

Owner: Carol Lynn Harper

A PORTION OF THE PRUDENCE PLUMMER GRANT, SECTION 41, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF REFERENCE, COMMENCE AT THE POINT OF INTERSECTION OF THE NORTHERLY BOUNDARY OF OAK BLUFF GROVE, ACCORDING TO PLAT RECORDED IN THE CURRENT PUBLIC RECORDS OF SAID COUNTY IN PLAT BOOK 14, PAGE 83 WITH THE EASTERLY RIGHT-OF-WAY LINE OF SCOTT MILL ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND RUN NORTH 18 DEGREES 40 MINUTES 00 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 343.89 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 3995, PAGE 845, SAID PUBLIC RECORDS; RUN THENCE NORTH 73 DEGREES 54 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 73 DEGREES 54 MINUTES 00 EAST ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 105.00 FEET TO A POINT; RUN THENCE SOUTH 13 DEGREES 16 MINUTES 37 SECONDS EAST A DISTANCE OF 132.64 FEET TO A POINT; RUN THENCE SOUTH 82 DEGREES 53 MINUTES 39 SECONDS WEST, A DISTANCE OF 113.86 FEET TO A POINT; RUN THENCE NORTH 08 DEGREES 08 MINUTES 31 SECONDS WEST A DISTANCE OF 115.53 FEET TO THE POINT OF BEGINNING.

Parcel 3

(2927 Sandy Branch Lane, Jacksonville, Florida 32257)

Owners: Ted E. Greene and Ann J. Greene

A portion of the PRUDENCE PLUMMER GRANT, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For a point of reference, commence at the point of intersection of the Northerly boundary of Oak Bluff Grove according to plat recorded in the current public records of said county in Plat Book 14, Page 83 with the Easterly right-of-way line of Scott Mill Road (an 80.0 foot right-of-way as now established) and run North 18° 40' 00" East along said right-of-way line, a distance of 343.89 feet to the Southwesterly corner of that certain tract of land described in deed recorded in Official Records Volume 3995, Page 845, said public records; run thence North 73° 54' 00" East along the Southerly boundary of said tract, a distance of 195.0 feet to the Point of Beginning. From the Point of Beginning thus described, continue North 73° 54' 00" East along said Southerly boundary a distance of 105.00 feet to a point; run thence South 15° 49' 57" East, a distance of 140.84 feet to a point; run thence South 78° 12' 51" West a distance of 111.19 feet to a point; run thence North 13° 16' 37" West a distance of 132.64 feet to the Point of Beginning.

Parcel 4

(2930 Sandy Branch Lane, Jacksonville, Florida 32257)

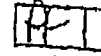
Owners: Frederick M. Blum and Cheryl B. Blum

LOT 4 SCOTT MILL HOLLOW: (Unrecorded)

A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described, as follows:

For point of reference, commence at the point of intersection of the Easterly right of way line of Scott Mill Road (an 80 foot right of way, as now established), with the Northerly boundary of Oak Bluff Grove, according to plat recorded in the current Public Records of said County, in Plat Book 14, Page 83, and run N 73°49'00" E., along said Northerly boundary, a distance of 254.71 feet to the Southeasterly corner of that certain tract of land described in Official Records Volume 5446, page 379, Public Records of said County; continue thence N 73°49'00" E., along said Northerly boundary of Oak Bluff Grove, a distance of 130.00 feet to the point of beginning.

PROOF



SMT

From the point of beginning thus described, continue N 73°49'00" E., along said Northerly boundary, a distance of 110.00 feet to a point; run thence N 15°49' 57" W., a distance of 140.84 feet to a point; run thence S 78°12'51" W., a distance of 111.19 feet to a point; run thence S 16°11'00" E., a distance of 149.36 feet to the point of beginning.

Parcel 5

(2926 Sandy Branch Lane, Jacksonville, Florida 32257)
Owner: Daniel E. Blanchard

Lot 5, Scott Mill Hollow (unrecorded)

A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, Being more particularly described as follows: For Point Of Reference, commence at the Point Of Intersection of the Easterly Right-Of-Way Line of Scott Mill Road (an 80 foot Right-Of-Way, as now established), with the Northerly boundary of Oak Bluff Grove, according to plat recorded in the current Public Records of said County, in Plat Book 14, Page 83, and run North 73° 49' 00" East along said Northerly boundary, a distance of 254.71 feet to the Southeasterly corner of that certain tract of land described in Official Records Volume 5446, Page 379, Public Records of said County and the Point Of Beginning. From the Point Of Beginning thus described continue North 73° 49' 00" East, along said Northerly boundary, a distance of 130.00 feet to a point; Run thence North 16° 11', 00" West, a distance of 149.36 feet to a point; Run thence South 82° 53' 39" West, a distance of 134.06 feet to the Northeasterly Corner of that aforementioned tract described in Official Records Volume 5446, Page 379, Public Records of said County; Run thence South 16° 59' 00" East, along the Easterly boundary of said tract, a distance of 170.53 Feet to the Point Of Beginning.

Parcel 6

(2931 Sandy Branch Lane, Jacksonville, Florida 32257)

Owners: Casey Williams and Rachel E. Williams

A PORTION OF THE PRUDENCE PLUMMER GRANT, SECTION 41, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF REFERENCE COMMENCE AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SCOTT MILL ROAD (AN 80 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE NORTHERLY BOUNDARY OF OAK BLUFF GROVE, ACCORDING TO PLAT RECORDED IN THE CURRENT PUBLIC RECORDS OF SAID COUNTY, IN PLAT BOOK 14, PAGE 83 AND RUN NORTH $73^{\circ} 49' 40''$ EAST, ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 254.71 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS VOLUME 5446, PAGE 379, PUBLIC RECORDS OF SAID COUNTY; CONTINUE THENCE NORTH $73^{\circ} 49' 00''$ EAST, ALONG SAID NORTHERLY BOUNDARY OF OAK BLUFF GROVE, A DISTANCE OF 240.00 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5756, PAGE 1822, SAID PUBLIC RECORDS; RUN THENCE NORTH $15^{\circ} 49' 57''$ WEST, ALONG THE EASTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 140.84 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH $15^{\circ} 49' 57''$ WEST, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 140.84 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT LYING ON THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 3995, PAGE 845, SAID PUBLIC RECORDS; RUN THENCE NORTH $73^{\circ} 54' 00''$ EAST ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 225.42 FEET TO A POINT; RUN THENCE SOUTH $19^{\circ} 25' 43''$ WEST, A DISTANCE OF 152.34 FEET TO A POINT; RUN THENCE SOUTH $74^{\circ} 10' 03''$ WEST, A DISTANCE OF 55.73 FEET TO A POINT; RUN THENCE SOUTH $51^{\circ} 16' 56''$ WEST, A DISTANCE OF 45.00 FEET TO A POINT; RUN THENCE SOUTH $74^{\circ} 10' 03''$ WEST, A DISTANCE OF 40.29 FEET TO THE POINT OF BEGINNING.

Parcel 7

(2938 Sandy Branch Lane, Jacksonville, Florida 32257)

Owner: David Schwartz

A PORTION OF THE PRUDENCE PLUMMER GRANT, SECTION 41, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SCOTT MILL ROAD (A 80.0 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE NORTHERLY BOUNDARY LINE OF OAK BLUFF GROVE, ACCORDING TO PLAT RECORDED IN THE CURRENT PUBLIC RECORDS OF SAID COUNTY IN PLAT BOOK 14, PAGE 83, AND RUN NORTH 73 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 254.71 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS VOLUME 5446, PAGE 379, CURRENT PUBLIC RECORDS OF SAID COUNTY, CONTINUE THENCE NORTH 73 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG SAID NORTHERLY BOUNDARY OF OAK BLUFF GROVE, A DISTANCE OF 240 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5756, PAGE 1822, SAID CURRENT PUBLIC RECORDS AND THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 15 DEGREES 49 MINUTES 57 SECONDS WEST, ALONG THE EASTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 140.84 FEET TO A POINT; RUN THENCE NORTH 74 DEGREES 10 MINUTES 03 SECONDS EAST, A DISTANCE OF 40.29 FEET TO A POINT; RUN THENCE SOUTH 82 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 45.0 FEET; RUN THENCE NORTH 74 DEGREES 10 MINUTES 03 SECONDS EAST, A DISTANCE OF 51.87 FEET TO A POINT; RUN THENCE SOUTH 51 DEGREES 38 MINUTES 37 SECONDS EAST, A DISTANCE OF 150.41 FEET TO THE NORTHWESTERLY CORNER OF LOT 13, BLOCK 1, STARSHIRE SUBDIVISION AS RECORDED IN PLAT BOOK 35, PAGES 17 AND 17A, CURRENT PUBLIC RECORDS OF SAID COUNTY; RUN THENCE SOUTH 73 DEGREES 49 MINUTES 00 SECONDS WEST, ALONG THE BOUNDARY OF SAID STARSHIRE SUBDIVISION, A DISTANCE OF 221.62 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER SANDY BRANCH LANE (APPROVED PRIVATE ROAD) ALSO SUBJECT TO A 15.0 FOOT EASEMENT FOR DRAINAGE AND UTILITIES ALONG AND PARALLEL TO THE WESTERLY LOT LINE AND A 10.0 FOOT EASEMENT FOR DRAINAGE AND UTILITIES ALONG AND PARALLEL TO THE SOUTHERLY LOT LINE OF AFOREMENTIONED LANDS.

Sub-Parcel 8a***(2944 Sandy Branch Lane, Jacksonville, Florida 32257)****Owners: Neil Scott McEachern and Elizabeth S. Rivera**

A PORTION OF THE PRUDENCE PLUMMER GRANT, SECTION 41, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, SIAD PARCEL BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 6928, PAGE 670 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SCOTT MILL ROAD (AN 80.0 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE NORTHERLY BOUNDARY OF OAK BLUFF GROVE ACCORDING TO PLAT RECORDED IN THE CURRENT PUBLIC RECORDS OF SAID COUNTY, IN PLAT BOOK 14, PAGE 83 AND RUN NORTH 73 DEGREES 49' 00" EAST ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 254.71 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS VOLUME 5446, PAGE 379, PUBLIC RECORDS OF SAID COUNTY; CONTINUE THENCE NORTH 73 DEGREES 49' 00" EAST, ALONG SAID NORTHERLY BOUNDARY OF OAK BLUFF GROVE, A DISTANCE OF 240.00 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5756, PAGE 1822, SAID PUBLIC RECORDS; RUN THENCE NORTH 15 DEGREES 49' 57" WEST ALONG THE EASTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 140.84 FEET TO A POINT; RUN THENCE NORTH 74 DEGREES 10' 03" EAST, A DISTANCE 40.29 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS DESCRIBED RUN THENCE NORTH 51 DEGREES 16' 56" EAST, A DISTANCE OF 45.00 FEET TO A POINT; RUN THENCE NORTH 74 DEGREES 10' 03" EAST, A DISTANCE OF 55.73 FEET TO A POINT; RUN THENCE NORTH 19 DEGREES 25' 43" EAST, A DISTANCE OF 152.34 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 3995, PAGE 845, SAID PUBLIC RECORDS; RUN THENCE NORTH 73 DEGREES 54' 00" EAST, ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 24.71 FEET TO A POINT; RUN THENCE SOUTH 16 DEGREES 06' 00" EAST PARALLEL TO THE EASTERLY LINE OF SAID OFFICIAL RECORDS VOLUME 6928, PAGE 670, A DISTANCE OF 202.30 FEET TO A POINT; RUN THENCE NORTH 88 DEGREES 16' 57" WEST, A DISTANCE OF 95.92 FEET TO A POINT; RUN THENCE NORTH 77 DEGREES 46' 02" WEST A DISTANCE OF 29.47 FEET TO A POINT; RUN THENCE SOUTH 74 DEGREES 10' 03" WEST, A DISTANCE OF 51.87 FEET TO A POINT; RUN THENCE NORTH 82 DEGREES 56' 50" WEST, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING. CONTAINING 17,993 SQUARE FEET OR 0.41 ACRES MORE OR LESS.

Sub-Parcel 8b*

(2940 Sandy Branch Lane, Jacksonville, Florida 32257)

Owners: Neil Scott McEachern, Elizabeth S. Rivera and Catalina McEachern

Lot 8, Scott Mill Hollow:

A portion of the Purdence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For a point of reference, commence at the Point of Intersection of the Easterly right of way line of Scott Mill Road (an 80.0 foot right of way as now established) with the Northerly boundary of Oak Bluff Grove according to plat recorded in the current public records of said county, in Plat Book 14, page 83 and run North 73 degrees 49' 00" East along said Northerly boundary, a distance of 254.71 feet to the Southeasterly corner of that certain tract of land described in Official Records Volume 5446, page 379, public records of said county; continue thence North 73 degrees 49' 00" East, along said Northerly boundary of Oak Bluff Grove, a distance of 240.00 feet to the Southeasterly corner of those lands described in Official Records Volume 5756, page 1822, said public records; run thence North 15 degrees 49' 57" West along the Easterly boundary of said lands, a distance of 140.84 feet to a point; run thence North 74 degrees 10' 03" East, a distance of 40.29 feet to the Point of Beginning; from the Point of Beginning thus described run North 51 degrees 16' 56" East, a distance of 45.0 feet to a point; run thence North 74 degrees 10' 03" East a distance of 55.73 feet to a point; run thence North 19 degrees 25' 43" East a distance of 152.34 feet to a point on the Southerly boundary of that certain parcel described in Deed recorded in Official Records Volume 3995, page 845, said public records; run thence North 73 degrees 54' 00" East, along said Southerly boundary, a distance of 145.41 feet to a point on the boundary of the Starshire Subdivision as recorded in Plat Book 35, pages 17 and 17A of the public records of said county; run thence South 16 degrees 06' 00" East along the boundary of said subdivision a distance of 281.13 feet to a point; run thence South 73 degrees 49' 00" West along the boundary of said subdivision, a distance of 150.53 feet to the Northwest corner of Lot 13, Block 1 of said subdivision; run thence North 51 degrees 38' 27" West, a distance of 150.41 feet to a point; run thence South 74 degrees 10' 03" West, a distance of 51.87 feet to a point; run thence North 82 degrees 56' 50" West, a distance of 45.0 feet to the Point of Beginning.

Less and Except:

A PORTION OF THE PRUDENCE PLUMMER GRANT, SECTION 41, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 6928, PAGE 670 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SCOTT MILL ROAD (AN 80.0 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE NORTHERLY BOUNDARY OF OAK BLUFF GROVE ACCORDING TO PLAT RECORDED IN THE CURRENT PUBLIC RECORDS OF SAID COUNTY, IN PLAT BOOK 14, PAGE 83 AND RUN NORTH 73 DEGREES 49' 00" EAST ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 254.71 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS VOLUME 5446, PAGE 379, PUBLIC RECORDS OF SAID COUNTY; CONTINUE THENCE NORTH 73 DEGREES 49' 00" EAST, ALONG SAID NORTHERLY BOUNDARY OF OAK BLUFF GROVE, A DISTANCE OF 240.00 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5756, PAGE 1822, SAID PUBLIC RECORDS; RUN THENCE NORTH 15 DEGREES 49' 57" WEST ALONG THE EASTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 140.84 FEET TO A POINT; RUN THENCE NORTH 74 DEGREES 10' 03" EAST, A DISTANCE 40.29 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS DESCRIBED RUN THENCE NORTH 51 DEGREES 16' 56" EAST, A DISTANCE OF 45.00 FEET TO A POINT; RUN THENCE NORTH 74 DEGREES 10' 03" EAST, A DISTANCE OF 55.73 FEET TO A POINT; RUN THENCE NORTH 19 DEGREES 25' 43" EAST, A DISTANCE OF 152.34 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 3995, PAGE 845, SAID PUBLIC RECORDS; RUN THENCE NORTH 73 DEGREES 54' 00" EAST, ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 145.41 FEET TO A POINT; RUN THENCE SOUTH 16 DEGREES 06' 00" EAST PARALLEL TO THE EASTERLY LINE OF SAID OFFICIAL RECORDS VOLUME 6928, PAGE 670, A DISTANCE OF 202.30 FEET TO A POINT; RUN THENCE NORTH 88 DEGREES 16' 57" WEST, A DISTANCE OF 95.92 FEET TO A POINT; RUN THENCE NORTH 77 DEGREES 46' 02" WEST A DISTANCE OF 29.47 FEET TO A POINT; RUN THENCE SOUTH 74 DEGREES 10' 03" WEST, A DISTANCE OF 51.87 FEET TO A POINT; RUN THENCE NORTH 82 DEGREES 56' 50" WEST, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING. CONTAINING 17,993 SQUARE FEET OR 0.41 ACRES MORE OR LESS.

* Sub-Parcels 8a and 8b are the divided sub-parcels that together made up the original Parcel 8 described in the Annexation Amendment. The identification of Sub-Parcels 8a and 8b separately in this exhibit is not intended to provide any opinion regarding the propriety of the subdivision of the previous Parcel 8, but rather to comply with the legal requirement to identify the legal description of each affected parcel (based on current property records).

EASEMENT NUMBER 1 (Easement for Ingress, Egress, Drainage and Utilities)

A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows: For point of reference, commence at the point of intersection of the Northerly boundary of Oak Bluff Grove, according to plat recorded in the Current Public Records of said County, in Plat Book 14, Page 83, with the Easterly right of line of Scott Mill Road (an 80-foot right of way, as now established), and run North $18^{\circ} 40' 00''$ East, along said right of way line, a distance of 203.61 feet to the Northwestern corner of that certain tract of land described in deed recorded in Official Records Volume 5446, Page 379, said Public Records and the point of beginning. From the point of beginning thus described, continue North $18^{\circ} 40' 00''$ East, along said right of way line, a distance of 24.83 feet to a point; run thence North $72^{\circ} 20' 00''$ East a distance of 123.24 feet to a point; run thence North $82^{\circ} 53' 39''$ East a distance of 135.09 feet to a point; run thence North $78^{\circ} 12' 51''$ East a distance of 108.96 feet to a point; run thence South $15^{\circ} 49' 57''$ East a distance of 40.10 feet to a point; run thence South $78^{\circ} 12' 51''$ West a distance of 113.42 feet to a point; run thence South $82^{\circ} 53' 39''$ West a distance of 131.40 feet to a point on the Easterly boundary of that aforementioned tract described in Official Records Volume 5446, Page 379; run thence North $16^{\circ} 59' 00''$ West, along said Easterly boundary, a distance of 20.30 feet to the Northeast corner of said tract; run thence South $72^{\circ} 20' 00''$ West, along the Northerly boundary of said tract, a distance of 136.10 feet to the point of beginning.

EASEMENT NUMBER 2 (Easement for Drainage and Utilities)

A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows: For point of reference, commence at the point of intersection of the Easterly right of way line of Scott Mill Road (an 80-foot right of way, as now established), with the Northerly boundary of Oak Bluff Grove, according to plat recorded in the Current Public Records of said County, in Plat Book 14, Page 83, and run North $73^{\circ} 49' 00''$ East along said Northerly boundary a distance of 254.71 feet to the Southeast corner of that certain tract of land described in Official Records Volume 5446, Page 379, Public Records of said County and the point of beginning. From the point of beginning thus described, continue North $73^{\circ} 49' 00''$ East along said Northerly boundary a distance of 240.0 feet to a point; run thence North $15^{\circ} 49' 57''$ West a distance of 15.00 feet to a point; run thence South $73^{\circ} 49' 00''$ West, along a line parallel to and 15.00 feet Northerly from the aforementioned Northerly boundary line of Oak Bluff Grove, a distance of 190.30 feet to a point; run thence North $16^{\circ} 59' 00''$ West a distance of 15.00 feet; run thence North $61^{\circ} 59' 00''$ West a distance of 35.35 feet; run thence North $16^{\circ} 59' 00''$ West, along a line parallel to and 25.00 feet Easterly from the Easterly boundary of that aforementioned tract described in Official Records Volume 5446, Page 379, a distance of 91.58 feet; run thence South $82^{\circ} 53' 39''$ West a distance of 25.38 feet to a point on said Easterly boundary; run thence South $16^{\circ} 59' 00''$ East, along said boundary, a distance of 150.23 feet to the point of beginning.

EXHIBIT

J

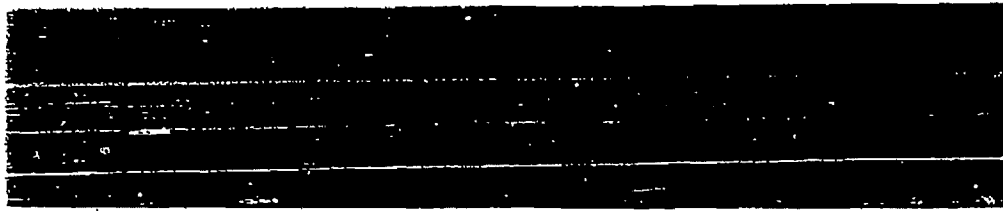
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ROAD EASEMENT
(SANDY BRANCH LANE CUL-DE-SAC)

A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described, as follows:

For point of reference, commence at the point of intersection of the Easterly right of way line of Scott Mill Road (an 80-foot right of way, as now established), with the Northerly boundary of Oak Bluff Grove, according to plat recorded in the current Public Records of said County, in Plat Book 14, Page 83, and run N-73°49'00"E., along said Northerly boundary, a distance of 254.71 feet to the Southeasterly corner of that certain tract of land described in Official Records Volume 5446, Page 379, Public Records of said County; continue thence N-73°49'00"E., along said Northerly boundary of Oak Bluff Grove, a distance of 240.00 feet to the Southeasterly corner of those lands described in Official Records Volume 5756, Page 1822, said Public Records; run thence N-15°49'57"W., along the Easterly boundary of said lands, a distance of 140.84 feet to the point of beginning.

From the point of beginning thus described, continue N-15°49'57"W., along said Easterly boundary, a distance of 20.05 feet to a point; run thence Easterly, Southerly, and Westerly, along the arc of a curve, concave to the right with a radius of 45.00 feet, the following courses: first course, an arc distance of 102.62 feet to a point, said arc being subtended by a chord bearing and distance of N-75°57'15"E., 81.78 feet; second course, an arc distance of 35.95 feet to a point, said arc being subtended



by a chord bearing and distance of S-15°49'57"E., 55.00 feet; third course, an arc distance of 102.62 feet to a point on the aforementioned Easterly boundary of those lands described in Official Records Volume 5756, Page 1822, said arc being subtended by a chord bearing and distance of S-72°22'S1"W., 81.78 feet; run thence N-15°49'57"W., along said Easterly boundary, a distance of 20.05 feet to the point of beginning.

15-FOOT DRAINAGE:

A portion of the Prudence Plummer Grant, Section 41, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described, as follows:

For point of reference, commence at the point of intersection of the Easterly right of way line of Scott Mill Road (an 80-foot right of way, as now established), with the Northerly boundary of Oak Bluff Grove, according to plat recorded in the current Public Records of said County, in Plat Book 14, Page 83, and run N-73°49'00"E., along said Northerly boundary, a distance of 254.71 feet to the Southeasterly corner of that certain tract of land described in Official Records Volume 5446, Page 379, Public Records of said County; continue thence N-73°49'00"E., along said Northerly boundary of Oak Bluff Grove, a distance of 240.00 feet to the Southeasterly corner of those lands described in Official Records Volume 5756, Page 1822, said Public Records and the point of beginning.

From the point of beginning thus described, run N-15°49'57"W., along the Easterly boundary of said lands, a distance of 120.75 feet to a point; run thence Southeasterly, along the arc of a curve, concave Northeasterly with a radius of 45.00 feet, an arc distance of 23.05 feet to a point, said arc being subtended by a chord bearing and distance of S-56°58'02"E. 22.80 feet; run thence S-15°49'57"E., parallel to and 15 feet East of aforementioned Easterly boundary of those land described in Official Records Volume 5756, Page 1822, a distance of



103.52 feet to a point on the boundary of Starshire
Subdivision, as recorded in Plat Book 35, Pages 17 and 17A,
Public Records of said County; run thence S-73°49'00"W.,
along the boundary of said subdivision, a distance of 15.00
feet to the point of beginning.

