DECLARATION OF COVENANTS AND RESTRICTIONS

MALLARD LANDING

This Declaration made this 10th day of December, 1985, by Mallard Landing Associates, Ltd., a Florida limited partnership (herein "Grantor").

WHEREAS, Grantor is the owner of certain property located in St. Johns County, Florida, and which is more particularly described on attached Exhibit "A"; and

WHEREAS, Grantor has established a general plan for the improvement and development of the Property, which general plan is and will be for the benefit of present and future owners of all or any part of the Property and shall inure to the benefit of and run with each and every part of the Property.

NOW THEREFORE, in consideration of the premises and in order to accomplish the purposes herein set forth, Grantor does hereby create, declare, and establish the following restrictive covenants, reservations, and requirements (hereinafter referred to as the "Covenants" or a "Covenant") as to the Property:

I. Definitions:

(a) "Association" shall mean and refer to The Mallard Landing Homeowners Association, a Florida not for profit corporation.

(b) "Lot" shall mean and refer to any individual plot of land identified as a lot upon any recorded subdivision map or plat of the Property.

(c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers and contractors, but excluding mortgagees and also excluding Grantor.

(d) "Property" shall mean and refer to any portion of the real property described on Exhibit "A" which is platted as a single family residential subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Property may be collectively referred to as "Mallard Landing".

II. Purpose - Binding Effect:

(a) The purpose of the Covenants is to insure use of the Property for attractive residential purposes only, to prevent nuisances, to maintain the attractive and desirable character of the Property, and to secure for the present and future owners of all of the Lots, their respective heirs, administrators, executors, personal representatives, successors and assigns, the full benefit and enjoyment of their respective properties with no greater restriction of the free use of their land than is necessary to insure the same advantages to all of the others.

(b) Each grantee of any part of the Property and all subsequent purchasers will, by accepting conveyance, accept same subject to the Covenants. All of the Covenants are and shall be construed as running with the land and shall be binding upon and inure to the benefit of all persons at any time having any interest in the Property or any Lot.

III. Effective Date: The Covenants shall become effective and apply to each phase of the Property as of the date the plat thereof is recorded in the Official Records of St. Johns County, Florida.

IV. Duration of Covenants:

The Covenants shall continue and remain in full force and effect until December 31, 2005, on which date the Covenants shall terminate and be of no further legal or equitable effect. PROVIDED, HOWEVER, that the Covenants shall be automatically extended for a period of ten (10) years and thereafter for successive ten year periods unless prior to the end of one of such extension periods (or prior to December 31, 2005) the owners of a majority of the Lots shall by written instrument duly recorded declare a termination of the same.

V. Application of Declaration to Purchasers at Foreclosure:

Should any mortgage, deed of trust, or other lien, consensual or nonconsensual, be foreclosed on the Property, or any Lot, the title acquired in connection with such foreclosure shall be subject to and bound by this Declaration.

VI. Membership and Voting Rights in the Association: The Owner of each Lot shall become a member of the Association automatically upon and simultaneously with the delivery of a deed of conveyance of fee title thereto from Grantor or its successors in title. There shall be appurtenant, and pass with title to each Lot one vote as a member of the Association, which may be exercised by the Owner as set forth in the Articles of Incorporation and By-Laws of the Association. The number of votes shall, at all times, equal the number of Lots then platted and recorded. Membership in the Association shall terminate when an Owner's vested interest in the fee title to the Lot terminates. Membership in the Association cannot be separately transferred, assigned, or pledged in any manner except as an appurtenance to the respective Lot.

VII. Assessments by the Association:

(a) Each Owner of any Lot by acceptance of a deed therefor, whether or not expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments or charges to be used for landscaping, mowing, and maintenance of the entranceway to the Property, rights of way, lakes and parks within the Property, and such other areas within or adjacent to the Property, including the intersection of Roberts Road and State Road 13, as the Association deems appropriate or desireable, and (ii) special assessments for capital improvements or otherwise, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees (whether at trial, on appeal, or otherwise) shall be a charge against and a continuing lien upon the Lot or Lots against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, as aforesaid, shall also be the personal obligation of the person(s) or entity who was the Owner of such Lot or Lots at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

(b) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be Two Hundred and No/100 Dollars ($200.00) per lot, payable in quarterly installments of Fifty and No/100 Dollars ($50.00) each. Quartlery installments of an Owner's annual assessment shall be due and payable in advance on the first day of January, April, July, and October of each year.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be set by the Board of Directors of the Association at a special meeting called for that purpose.

(c) In addition to the annual assessments authorized above, the Association, through its board of directors, and with the approval of not less than seventy-five percent (75%) of the Owners, may levy special assessments for the purpose of defraying in whole or in part, the construction of capital improvements within Mallard Landing. Special assessments may also be levied when the Board, in its sole descretion, determines that the annual assessments are or may be insufficient for the purposes intended or in the event of an unforeseen emergency.

Written notice of a special assessment shall be given to each Lot Owner not less than thirty (30) days prior to the due date thereof. Said notice shall state the reason for the special assessment, the amount, and the due date thereof.

(d) The assessments provided for herein, whether annual or special, shall be used exclusively to promote the recreation, health, safety, and welfare of Lot Owners and to enhance the aesthetic appeal of Mallard Landing as a residential community.

(e) Any assessment not paid within thirty (30) days after the due date therefor shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use, abandonment, or otherwise. In the event that an owner fails to pay an assessment or installment thereof (as the case may be), the Association may bring an action at law against the Owner personally obligated to pay the same or may establish and foreclose the lien herein granted against the Property. In pursuing the latter aforementioned remedy, the Association shall be entitled to file a Claim of Lien in the public records of St. Johns County, Florida, which claim shall be effective from and after recordation. The Claim of Lien shall describe the Lot or Lots encumbered thereby, the Owner's name, the amount and date when due, and shall continue in effect until all sums secured thereby are paid in full. The Claim of Lien shall be signed and verified by an officer or agent of the Association and shall include only assessments which are due and payable as of the date of recordation, plus interest, costs, attorney's fees, advances to pay taxes, and prior encumbrances and interest thereon. Upon full payment of all sums secured by such Claim of Lien, the same shall be satisfied of record. The lien of the Association shall be subordinate to the lien of the Association's Claim of Lien.

(f) The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure, deed in lieu of foreclosure, or judicial sale shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot and the then Owner thereof from liability for any assessments thereafter coming due or from the lien thereof. Nothing herein contained shall be construed as releasing the party personally liable for such assessments from the payment thereof or precluding the enforcement of collection of such payment by means other than foreclosure.

(g) Grantor shall not be liable for the payment of any annual or special assessments provided for herein. As long as Grantor owns not less than twenty-five percent (25%) of the Lots, Grantor agrees to pay that portion of the Association's annual expenses which exceed the total annual assessment of Owners in any year, up to a maximum amount of Ten Thousand and NO/100 Dollars ($10,000.00) per year.

VIII. Required Prior Approvals:

(a) Prior to December 31, 1995, no structure, including any fence, shall be erected, placed, or altered on any Lot until

the construction plans and specifications and a plan showing the location of such structures have been approved by Grantor, who may consider, among other factors, the quality of workmanship and materials, harmony of exterior design with existing structures and the Property, location with respect to topography, and finish grade elevation.

(b) Prior to December 31, 1995, no living tree having a diameter greater than eight (8) inches at a height of five (5) feet above ground level may be cut on the Property without prior written consent of the Grantor.

(c) Prior to December 31, 1995, no light posts and light terminals (unless affixed to a structure), exterior antennas, free-standing mail boxes, or swimming pools may be erected or placed on any Lot without the prior written approval of Grantor.

(d) Notwithstanding the foregoing, Grantor reserves the unilateral right in its sole discretion to waive or terminate its right to the above described prior approvals, or any of them, by written instrument duly signed and recorded by Grantor.

IX. General Residence and Structure Restrictions:

(a) No structures whatsoever except no more than one private dwelling house (with necessary out-buildings including garages, or animal enclosures), shall be erected, placed, or permitted on any Lot or any part thereof. Each dwelling house shall be used as a private residence only (although not necessarily a primary residence). Any garage shall be for not more than three (3) cars, and may also include a servant's, guest's, storage, or tool room as part of the garage structure.

(b) No dwelling house placed on any Lot shall have a heated and air conditioned enclosed living area (exclusive of screened porches, storage rooms, and garages) of less than one thousand eight hundred (1,800) square feet. No residence or other permitted structure shall be constructed by the use of exposed concrete block. No metal roofs shall be permitted on any structure.

(c) When the construction of any structure is once begun, work thereof shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all connected structures must be completed within nine (9) months after the start of construction, unless completion is rendered impossible as the result of strikes, fires, national emergencies, or natural calamities. Within thirty (30) days of substantial completion of a dwelling house, the Owner thereof shall sod the entire area from the front building line for the dwelling to the paved edge of the street, less any landscaped areas.

(d) Except on corner lots, the entrance to the garage or carport, if any, must face towards a side lot line or rear lot line. Carports shall not be constructed on corner lots. The garage, if any, on corner lots shall be constructed as a side entry or rear entry garage relative to the primary front entrance to the residence. All carports must be structurally integrated with the related residence. Garages must be structurally integrated with the related residence, or, alternatively, located within seventy-five (75) feet of the residence and finished in an exterior finish of like kind and quality as said residence.

(e) Window air conditioners may not be installed or maintained on the exterior of any residence and may not be installed on any other structure unless both not visible from the street and also facing a rear lot line.

(f) Promptly upon completion of a residence on a Lot, such Lot owner shall promptly erect upon his Lot a light post

equipped with an electric lamp, the design of which has been approved by Grantor, and shall maintain such a lighted condition during hours of darkness.

(g) Swimming pools, if any, may not be located between the street and the main dwelling.

(h) No clothes or laundry shall be hung on clothes lines erected unless both not visible from the street and also facing a rear lot line.

(i) No structure, except as permitted hereinbelow for fences and/or docks, shall be placed within fifteen (15) feet of any side lot line or within twenty (20) feet of any rear lot line, or within forty (40) feet of any front lot line.

(j) Except in connection with the sale of a Lot (and the improvements thereto, if any), no signs of any kind shall be displayed to the public view on any Lot. Notwithstanding the foregoing, however, one small sign may be used to denote the name of the Lot owner and/or resident, provided such sign shall not exceed one hundred fifty (150) square inches in size. Nothing herein, however, shall be construed to restrict in any manner the Grantor from placing signs and advertising on the Property or any portion thereof in connection with the sale of Lots or residences located therein.

(k) Lots shall be used only for residential purposes, and no manufacturing or commercial enterprise or any activity for profit shall be maintained on or in any connection with any Lot. No trees or other flora shall be grown on or removed from any Lot for commercial purposes. The operation of any quarry, mine, strip mine, or similar activity such as exploration for or removal of natural resources shall not be permitted, except that property owners shall have the right to establish and maintain a water well for personal non-potable use.

(l) No Lot shall be used for any purpose or maintained in a manner that, as a matter of common experience, tends to create or constitute a private or public nuisance. No rubbish or trash shall be allowed to accumulate on any Lot. Lots shall be maintained in a mowed and neatly maintained condition at all times. Structures on a Lot shall not be allowed to fall into disrepair and will be reasonably maintained.

(m) No temporary residence or temporary out-building shall be placed on any Lot and no mobile home, automobile house trailer, trailer coach, movable house, modular home, recreational vehicle or other like structure designed to be moved and occupied after movement with only minor unpacking and/or assembly or not needing a foundation, or movable without use of regular house moving equipment, will be placed on any Lot whether for use as a dwelling house or any out-building.

(n) No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(o) No vehicles except passenger automobiles in running order (including, but not limited to, boats, boat trailers, travel trailers, trucks, camp trailers, motor homes and mobile homes) or any similar property may be kept on any street or stored on any Lot except within a garage or behind the front line of the residence structure.

(p) All garbage and trash must be stored in closed containers and until placed for pickup shall be kept in such location so as to be hidden from view until day of pick-up.

(q) There shall be no outside storage of materials prior to the construction of a dwelling on any Lot. No out-buildings

shall be erected prior to commencement of the construction of a dwelling.

(r) All propane tanks shall be buried or enclosed so as not to be visible from the street.

(s) All roads, driveways, and similar connections to the street shall be asphalt, concrete, or a smooth, hard surface paving material similar thereto for at least twenty (20) feet from the point of access to the street. All such connections shall provide for proper grading and drainage to insure that no damage is done to, nor hazard created to the road or to vehicles or to individuals utilizing the road. Said connections shall at all times, for the required twenty (20) feet, be maintained by the owner in a safe condition. All headwalls for culverts placed in swales or ditches shall be in a design approved by Grantor.

(t) If required by Grantor, all buildings within the Property shall connect to such central water and sewer utilities systems as may hereafter become available, within ninety (90) days after such utilities become available. Until such central water or sewer utilities systems or both, become available, the owners of the Lots shall maintain individual water supply and sewage disposal systems within the respective Lots sufficient to serve their individual needs, in accordance with the requirements of St. Johns County and the State of Florida. Should a central water supply system become available, no individual water well shall be permitted within the Property except for nondomestic use such as irrigation and swimming pools, subject to applicable governmental regulations. In addition to those easements shown in the recorded plat of the Property, Grantor hereby reserves perpetual, non-exclusive, assignable easement and rights-of-way for the construction, maintenance, and operation of utilities and drainage lines, whether public, quasi-public, or private. Such easements and rights-of-way shall be located within ten (10) feet of the front (street) line of each Lot, and within seven and one-half (7-1/2) feet of all side and rear Lot lines. Grantor also reserves perpetual nonexclusive assignable easements from the high water mark of any lake contained within the Property and extending fifteen (15) feet away from the center of any lake for the purpose of maintaining grassing, mowing, or landscaping the downward slope of the bank of any lake within the Property. To the extent such easements overlap or conflict with those shown on the recorded plat of the Property, the easement which is greater in size shall be applicable.

(u) No dock or other structure shall be erected or maintained on the bank or over the waters of any lake within the Property.

X. Animals, Birds, Livestock, and Pets:

No livestock may be maintained on any Lot, except that up to no more than four (4) pets (including dogs, cats, and/or other small animals not exceeding one hundred (100) pounds in weight) may be permitted on any Lot, provided that a residence on such Lot is complete and occupied and further provided that such animals shall be controlled on such Lot by a method commonly used for that species.

XI. Further Subdivision:

Without the prior consent of Grantor, no Owner shall sell, subdivide, partition or in any way dispose of a Lot in a parcel or parcels smaller than that originally shown on the recorded plat of the Property.

XII. Fences, Hedges, and Decks:

(a) Fences and hedges may be placed up to the side or rear lot lines of any Lot, but no closer than ten (10) feet from the property line bordering the street. All fences and posts shall be of all wood construction. No fences shall exceed six (6) feet in height, and no fences between the front line of the residence structure and the street shall exceed four (4) feet in height.

(b) Decks constructed between the residence structure and rear lot line shall be exempt from set-back restrictions imposed in this Declaration of Restrictions.

XIII. Amendments to Declaration:

Any provision to this Declaration may be amended, modified, rescinded, or revoked, and amendments, modifications, recissions, or revocations may be made at any time or from time to time but only by written instrument duly recorded and signed by the owners of a majority of the Lots.

XIV. Enforcement of Declaration:

(a) It is understood and agreed that the Covenants attach to and run with the Property and it shall be lawful not only for the Grantor, its successors and assigns, but also for the present or future owner or owners of any Lot, their respective heirs, administrators, executors, personal representatives, successors, and assigns, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate any of the provisions excepting only that no right whatsoever shall be construed to the benefit of any party to compel action or inaction by Grantor under Section V hereinabove captioned Required Prior Approvals.

(b) No delay or omission on the part of any person entitled to enforce the Covenants in exercising any rights, power or remedy available to them shall be construed as a waiver of such right or acquiescence in breach of any provisions of this Declaration. No claim for relief and no right of action shall accrue in favor of any person against any other person entitled to enforce the Covenants for or on account of failure of the latter to bring any action on account of any breach of the Covenants or for the imposition of any provision in this Declaration which may be held unenforceable.

(c) Grantor shall have the right to waive any deviations or violations of these Covenants and Restrictions which, in its sole discretion, it terms to be a minor deviation or violation. Such waiver must be in writing and signed by the Grantor or its designated representative.

XV. Effect of Partial Invalidity of Indenture:

(a) In the event any provision of this Declaration shall be declared invalid by a court of competent jurisdiction, such declaration shall not in any manner affect, modify, or nullify any of the other provisions of this Declaration and such other provisions shall continue unimpaired, in full force and effect.

(b) In the event any provision of this Declaration is declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the provisions shall be effective, then, and in such event, the relevant provision shall be reduced to a period of time which shall not violate the laws of the State of Florida.

(c) This Declaration or any part thereof notwithstanding, the Property shall be subject to any and all rights and privileges which any governmental authority may have acquired through dedication or the filing or recording of maps or plats of any part of this Property. This Declaration or any part thereof in conflict

with any present or future ordinance, law, regulation, or statute of the State of Florida, the County of St. Johns, or any governmental subvdivision within the jurisdiction of which all or any part of the Property is now or may hereafter be located is or will be invalid to the extent of such conflict.

XVI. Successors of Grantors:

(a) The Grantor shall have the sole and exclusive right from time to time to transfer, assign to and withdraw from such person or entity as it shall select, any or all of the rights, powers, and privileges given to or reserved by the Grantor by any part of the Covenants contained in this Declaration.

(b) The Grantor may (but need not) establish one or more corporations or other entities in which each owner of any part of the Property shall be a member. Any such entity may (but need not) be granted part or all of the authorities granted or reserved under this Declaration.

(c) To exercise any of the foregoing options reserved to the Grantor under the provisions of this Section XVI, the Grantor shall record an instrument in the public records of St. Johns County, Florida, referring to this Section XIII and specifying in reasonable detail the particulars of the action taken by the Grantor hereunder.

(d) If at any time hereafter there shall be no person or entity entitled to exercise the rights, powers, and privileges given to or reserved by the Grantor under the provisions hereof, same shall be vested in and exercised by a committee of five (5) persons to be selected by the owners of a majority of the Lots, provided, however, that nothing herein contained shall be construed to confer any rights, powers, or privileges upon such a committee except in the event described above.

IN WITNESS WHEREOF, Mallard Landing Associates, Ltd., has executed this Indenture as of the 10th day of December, 1985.

Signed, sealed, and delivered in the presence of:

Maggie M. Deeney

Linda M. Clary

Maggie M. Deeney

Linda M. Clary

Maggie M. Deeney

Linda M. Clary

MALLARD LANDING ASSOCIATES, LTD.

By: Thomas C. Turner
Thomas C. Turner, General Partner

By: Michael E. Braren
Michael E. Braren, General Partner

By: John S. Edgerton
John S. Edgerton, General Partner

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Thomas C. Turner, to me well known to be a General Partner of Mallard Landing Associates, Ltd., a Florida limited partnership, in whose name the foregoing instrument was executed, and that he acknowledged executing the same as such general partner of such partnership freely and voluntarily under authority duly vested in him by said partnership.

WITNESS my hand and official seal in the State and County last aforesaid this 10th day of December, 1985.

Linda M. Clary
Notary Public, County and State aforesaid

My Commission expires:

Notary Public, State of Florida
My Commission Expires Feb. 18, 1989
Bonded thru National Fire Ins. Co. of Hartford

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Michael E. Braren, to me well known to be a General Partner of Mallard Landing Associates, Ltd., a Florida limited partnership, in whose name the foregoing instrument was executed, and that he acknowledged executing the same as such general partner of such partnership freely and voluntarily under authority duly vested in him by said partnership.

WITNESS my hand and official seal in the State and County last aforesaid this 10th day of December 1985.

Linda M. Clary
Notary Public, County and State aforesaid

My Commission expires:

Notary Public, State of Florida
My Commission Expires Feb. 18, 1989
Bonded thru National Fire Ins. Co. of Hartford

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared John S. Edgerton, to me well known to be a General Partner of Mallard Landing Associates, Ltd., a Florida limited partnership, in whose name the foregoing instrument was executed, and that he acknowledged executing the same as such general partner of such partnership freely and voluntarily under authority duly vested in him by said partnership.

WITNESS my hand and official seal in the State and County last aforesaid this 10th day of December, 1985.

Linda M. Clary
Notary Public, County and State aforesaid

My Commission expires:

Notary Public, State of Florida
My Commission Expires Feb. 18, 1989
Bonded thru National Fire Ins. Co. of Hartford

A part of the REBECCA PENGREE GRANT, Section 42, Township 5 South, Range 27 East, St. Johns County, Florida, together with the plat of Mallard Landing Unit One as recorded in Map Book 17, Pages 65 and 66 of said County, being more particularly described as follows: BEGIN at the Southwest corner of Tract "A", as shown on the plat of Fruit Cove Woods, as recorded in Map Book 13, Page 96 of the Public Records of said County, said point also being situate in the Easterly right of way line of State Road No. 13; along the Southerly boundary line of said Fruit Cove Woods, run the following six courses and distances: Course No. 1: South 88°17'00" East 600.02 feet; Course No. 2: North 86°43'33" East, 638.03 feet; Course No. 3: North 82°44'45" East 524.20 feet; Course No. 4: North 70°43'21" East, 544.47 feet; Course No. 5: North 79°46'51" East, 773.23 feet; Course No. 6: South 83°17'04" East, 876.62 feet point situate in the Easterly line of said Section 42; thence South 27°57'38" West, along said Easterly line of Section 42, a distance of 4090.23 feet to a point situate in the Northeasterly right of way line of Roberts Road (a 60 foot right of way as now established); thence Northwesterly along said Northeasterly right of way line of Roberts Road and the Southwesterly boundary of said Mallard Landing Unit One, run the following 5 courses and distances: Course No. 1: North 31° 51'52" West, 73.64 feet to the point of curvature of a curve to the left; Course No. 2: along and around the arc of said curve concave Southwesterly and having a radius of 1215.00 feet, an arc distance of 514.03 feet, said arc being subtended by a chord bearing and distance of North 43°59'05" West, 510.21 feet to the point of tangency of said curve; Course No. 3: North 56°06'17" West, 777.32 feet to the point of curvature of a curve to the right; Course No. 4: along and around the arc of said curve concave Northeasterly and having a radius of 462.50 feet, an arc distance of 200.60 feet, said arc being subtended by a chord bearing and distance of North 43°40'45" West, 199.04 feet to the point of tangency of said curve; Course No. 5: North 31°15'12" West, 1798.31 to the aforementioned Easterly right of way line of State Road No. 13, said right of way line being a curve concave Westerly and having a radius of 2914.79 feet; thence Northerly along and around the arc of said curve, an arc distance of 588.29 feet, said arc being subtended by a chord bearing and distance of North 10°36'46" East, 587.29 feet to the point of tangency of said curve; thence North 04°49'51" East and continuing along said Easterly right of way line, 192.71 feet to the POINT OF BEGINNING.

FILED AND RECORDED IN PUBLIC RECORDS OF ST. JOHNS COUNTY, FLA

1985 DEC 11 PM 3:05

"Buck" Hamblen
CLERK OF CIRCUIT COURT

EXHIBIT "A"

(3)
(7)

Public Records of
St. Johns County, FL
Clerk # 2005014623,
O.R. 2382 PG 827-833
02/25/2005 at 03:43 PM,
REC. $29.00 SUR. $32.00

AMENDMENT TO DECLARATION OF
OF COVENANTS AND RESTRICTIONS FOR
MALLARD LANDING

THIS AMENDMENT to Declaration of Covenants and Restrictions ("Covenants") for Mallard Landing ("Mallard Landing") is made on the day hereinafter set forth by the undersigned record owners of property located in Mallard Landing (the "Owners").

PREPARED BY AND RETURN TO: FRED ELEFANT, ESQ.
Post Office Box 5727
Jacksonville, FL 32247-5727

WITNESSETH:

WHEREAS, the Covenants were recorded in Official Records Volume 691, page 694, et seq., public records of St. Johns County, Florida; and

WHEREAS, a Supplemental Declaration of Covenants and Restrictions for Mallard Landing Units III and IV was recorded in Official Records Volume 1109, page 968, et seq., public records of St. Johns County, Florida; and

WHEREAS, the Covenants provide that the Covenants may be amended by an instrument signed by not less than the Owners of a majority of the Lots; and

WHEREAS, the Owners wish to amend the Covenants, and have authorized the Amendment in accordance with the terms and conditions of the Covenants through the signatures of a majority of the Owners; and

WHEREAS, Mallard Landing Homeowners Association, Inc. ("Association") is the homeowner's association for Mallard Landing pursuant to the Covenants.

NOW, THEREFORE, the Owners hereby amend the Covenants as set forth below.

1. Article IX, Section (f) is deleted in its entirety, as shown by striking through the deleted language as follows:

~~"(f) Promptly upon completion of a residence on a Lot, such Lot owner shall promptly erect upon his Lot a light post equipped with an electric lamp, the design of which has been approved by Grantor, and shall maintain such a lighted condition during hours of darkness."~~

2. Article XII(a) is amended by deleting the stricken language, and adding the language shown in bold-faced and underlined type, as follows:

"XII. Fences, Hedges, and Decks:

(a) Fences and hedges may be placed up to the side or rear lot lines of any Lot, but no closer than ten (10) feet from the property line bordering the street. **All fences shall be reviewed and approved by the Mallard Landing Homeowners Association, Inc. Architectural Review Committee. No fences of chain link, wire, or animal-enclosure (e.g. poultry, livestock, etc.) construction are permitted. The style and construction of the fence shall compliment the overall style and construction of the residence and shall meet all architectural, community and aesthetic standards.** ~~All fences and posts shall be of all wood construction.~~ No fences shall exceed six (6) feet in height, and no fences between the front line of the residence structure and the street shall exceed four (4) feet in height."

3. Article XII is amended by adding new paragraphs (c) and (d) as shown in bold-faced and underlined type, as follows:

"(c) Homeowners with a Roberts Road address, located on lots in Phases 1 & 2 of Mallard Landing subdivision, may request a deviation from the fence requirements contained in Article XII, paragraph (a) of these Covenants to allow placement of fences in their front yards. Requests to deviate from Article XII, Paragraph (a) must be submitted in writing to the Mallard Landing Homeowners Association, Inc. Architectural Review committee outlining the reason for the request and accompanied with a description of construction materials and a drawing of the proposed fence. Proposed fences exceeding six (6) feet in height will not be accepted for consideration. Requests will be reviewed, then approved or denied based on the determination of the Mallard Landing Homeowners Association, Inc. Architectural Review Committee that said proposed fence meets all architectural, community and aesthetic standards."

"(d) The Association, with the consent of each affected Lot Owner within Mallard Landing Units III or IV whose property abuts State Road 13 and/or Roberts Road, may install and maintain a privacy fence upon each of said Lots along all Lot lines which abut State Road 13 and/or Roberts Road. The fence shall be installed in accordance with plans and specifications approved by the Architectural Control Committee."

4. The Covenants shall remain in full force and effect, except as amended herein.

[Signatures on Following Pages]

4
(3)

Public Records of
St. Johns County, FL
Clerk # 2005014624,
O.R. 2382 PG 834-836
02/25/2005 at 03:43 PM,
REC. $13.00 SUR. $14.00

AMENDMENT TO DECLARATION OF
OF COVENANTS AND RESTRICTIONS FOR
MALLARD LANDING

PREPARED BY AND RETURN TO: FRED ELEFANT, ESQ.
Post Office Box 5727
Jacksonville, FL 32247-5727

THIS AMENDMENT to Declaration of Covenants and Restrictions ("Covenants") for Mallard Landing ("Mallard Landing") is made on the day hereinafter set forth by the undersigned record owners of property located in Mallard Landing (the "Owners").

WITNESSETH:

WHEREAS, the Covenants were recorded in Official Records Volume 691, page 694, et seq., public records of St. Johns County, Florida; and

WHEREAS, a Supplemental Declaration of Covenants and Restrictions for Mallard Landing Units III and IV was recorded in Official Records Volume 1109, page 968, et seq., public records of St. Johns County, Florida; and

WHEREAS, the Covenants provide that the Covenants may be amended by an instrument signed by not less than the Owners of a majority of the Lots; and

WHEREAS, the Owners wish to amend the Covenants, and have authorized the Amendment in accordance with the terms and conditions of the Covenants through the signatures of a majority of the Owners; and

WHEREAS, Mallard Landing Homeowners Association, Inc. ("Association") is the homeowner's association for Mallard Landing pursuant to the Covenants.

NOW, THEREFORE, the Owners hereby amend the Covenants as set forth below, with all additions shown in boldface type and underlined, and deletions shown by striking through deleted language:

1. Article XII is amended by adding a new paragraph (c) as shown in bold-faced and underlined type, as follows:

(c) Homeowners with a Roberts Road address, located on lots in Phases 1 & 2 of Mallard Landing subdivision, may request a deviation from the fence requirements contained in Article XII, paragraph (a) of these Covenants to allow placement of fences in their front yards. Requests to deviate from Article XII, Paragraph (a) must be submitted in writing to the Mallard Landing Homeowners Association, Inc. Architectural Review committee outlining the reason for the request and accompanied with a description of construction materials and a drawing of the proposed fence. Proposed fences exceeding six (6) feet in height will not be accepted for consideration. Requests will be reviewed, then approved or denied based on the determination of the Mallard Landing Homeowners Association, Inc. Architectural Review Committee that said proposed fence meets all architectural, community and aesthetic standards."

2. The Covenants shall remain in full force and effect, except as amended herein.

[Signatures on Following Pages]

IN WITNESS WHEREOF, this Amendment to Declaration of Covenants and Restrictions for Mallard Landing has been executed this 31 day of October, 2004.

ATTEST:

By: Michelle Allen
Print Name: Michelle Allen
Title: Secretary

MALLARD LANDING HOMEOWNERS ASSOCIATION, INC.

By: Michelle Allen
Print Name: Michelle Allen
Title: President

(CORPORATE SEAL)

WITNESSES:

Michelle Allen
Print Name: Michelle Allen

Patty Brown
Print Name: Patty Brown

OWNERS:

(1) Alicia Ziesmer
Print Name: ALICIA ZIESMER
1504 Mallard Lake Ave
Print Name:
Address:

Print Name:

(2) Judi Tih
Print Name:
1524 Pintail Dr
Print Name:
Address:

Judi Tihlgren
Print Name:

(3) Cheryl Matthews
Print Name: Cheryl Matthews
1709 Duck Waters Ct
Print Name:
Address:

(4) Eva Tine
Print Name: Eva Tine
700 Roberts Rd

(5) Doug Shine
Print Name: Doug Shine
1705 Duck Waters Ct
Print Name:
Address:

Print Name:

Print Name:
Print Name:
Address:

Print Name:

Print Name:
Print Name:
Address:

Print Name:

Print Name:
Print Name:
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Print Name:
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Print Name:
Print Name:
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Print Name:

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this 31 day of October, 2004, by Michelle Ale, as _____ President of MALLARD LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: [ ] personally known to me; or [ ] has produced Fl Drivers License as identification; and who: [ ] did [ ] did not take an oath.

ALISON MARIE COOPER
MY COMMISSION #DD273681
EXPIRES: DEC 08, 2007

Alison Marie Cooper
Print Name: _____
Notary Public, State of Florida at Large

My commission expires: Dec 8, 2007

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2004, by _____, as Secretary of MALLARD LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: [ ] personally known to me; or [ ] has produced _____ as identification; and who: [ ] did [ ] did not take an oath.

Print Name: _____
Notary Public, State of Florida at Large

My commission expires:

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this 31 day of October, 2004, by:

Lines 1-5

who are [ ] personally known to me; or [ ] have produced Fl Drivers License as identification; and who: [ ] did [ ] did not take an oath.

ALISON MARIE COOPER
MY COMMISSION #DD273681
EXPIRES: DEC 08, 2007

Alison Marie Cooper
Print Name: _____
Notary Public, State of Florida at Large

My commission expires: Dec 8, 2007

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2004, by:

who are [ ] personally known to me; or [ ] have produced _____ as identification; and who: [ ] did [ ] did not take an oath.

Print Name: _____
Notary Public, State of Florida at Large

My commission expires:

5
(3)

Public Records of
St. Johns County, FL
Clerk # 2005014625,
O.R. 2382 PG 837-839
02/25/2005 at 03:43 PM,
REC. $13.00 SUR. $14.00

**AMENDMENT TO DECLARATION OF
OF COVENANTS AND RESTRICTIONS FOR
MALLARD LANDING**

PREPARED BY AND RETURN TO: FRED ELEFANT, ESQ.
Post Office Box 5727
Jacksonville, FL 32247-5727

THIS AMENDMENT to Declaration of Covenants and Restrictions ("Covenants") for Mallard Landing ("Mallard Landing") is made on the day hereinafter set forth by the undersigned record owners of property located in Mallard Landing (the "Owners").

W I T N E S S E T H:

WHEREAS, the Covenants were recorded in Official Records Volume 691, page 694, et seq., public records of St. Johns County, Florida; and

WHEREAS, a Supplemental Declaration of Covenants and Restrictions for Mallard Landing Units III and IV was recorded in Official Records Volume 1109, page 968, et seq., public records of St. Johns County, Florida; and

WHEREAS, the Covenants provide that the Covenants may be amended by an instrument signed by not less than the Owners of a majority of the Lots; and

WHEREAS, the Owners wish to amend the Covenants, and have authorized the Amendment in accordance with the terms and conditions of the Covenants through the signatures of a majority of the Owners; and

WHEREAS, Mallard Landing Homeowners Association, Inc. ("Association") is the homeowner's association for Mallard Landing pursuant to the Covenants.

NOW, THEREFORE, the Owners hereby amend the Covenants as set forth below.

1. Article XII(a) is amended by deleting the stricken language, and adding the language shown in bold-faced and underlined type, as follows:

"XII. Fences, Hedges, and Decks:

(a) Fences and hedges may be placed up to the side or rear lot lines of any Lot, but no closer than ten (10) feet from the property line bordering the street. **All fences shall be reviewed and approved by the Mallard Landing Homeowners Association, Inc. Architectural Review Committee. No fences of chain link, wire, or animal-enclosure (e.g. poultry, livestock, etc.) construction are permitted. The style and construction of the fence shall compliment the overall style and construction of the residence and shall meet all architectural, community and aesthetic standards.** ~~All fences and posts shall be of all wood construction.~~ No fences shall exceed six (6) feet in height, and no fences between the front line of the residence structure and the street shall exceed four (4) feet in height."

2. The Covenants shall remain in full force and effect, except as amended herein.

[Signatures on Following Pages]

IN WITNESS WHEREOF, this Amendment to Declaration of Covenants and Restrictions for Mallard Landing has been executed this 31 day of October, 2004.

MALLARD LANDING HOMEOWNERS ASSOCIATION, INC.

ATTEST:

By: Michelle Allen
Print Name: Michelle Allen
Title: Secretary

By: Michelle Allen
Print Name: Michelle Allen
Title: President

WITNESSES:

Michelle Allen
Print Name: Michelle Allen

Patty C Brown
Print Name: Patty Brown

(CORPORATE SEAL)

OWNERS:

(1) Alicia Ziesmer
Print Name: ALICIA ZIESMER

1504 Mallard Lake Ave
Print Name:
Address:

Print Name:

(2) Judi Thigpen
Print Name:

1524 Pintail Dr
Print Name:
Address:

Judi Thigpen
Print Name:

(3) Cheryl Mendez
Print Name: Cheryl Mendez

Print Name: 1209 Duck Water Ct
Address:

(4) Eva M. Tinc
Print Name: Eva Tinc

700 Roberts Rd

(5) Dot Shire
Print Name: Dot Shire

1705 Duck Water Ct
Print Name:
Address:

Print Name:

Print Name:

Print Name:
Address:

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Address:

Print Name:

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this 31 day of October, 2004, by Michelle Lee, as President of MALLARD LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: [✓] personally known to me; or [ ] has produced _____ as identification; and who: [✓] did [ ] did not take an oath.

ALISON MARIE COOPER
MY COMMISSION #DD273681
EXPIRES: DEC 08, 2007

Alison Marie Cooper
Print Name:
Notary Public, State of Florida at Large

My commission expires: Dec 8, 2007

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2004, by _____, as Secretary of MALLARD LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: [ ] personally known to me; or [ ] has produced _____ as identification; and who: [ ] did [ ] did not take an oath.

Print Name: _____
Notary Public, State of Florida at Large

My commission expires:

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this 31 day of October, 2004, by:

Lines 1-5

who are [✓] personally known to me; or [✓] have produced Fl Drivers License as identification; and who: [✓] did [ ] did not take an oath.

ALISON MARIE COOPER
MY COMMISSION #DD273681
EXPIRES: DEC 08, 2007

Alison Marie Cooper
Print Name:
Notary Public, State of Florida at Large

My commission expires: Dec 8, 2007

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2004, by:

who are [ ] personally known to me; or [ ] have produced _____ as identification; and who: [ ] did [ ] did not take an oath.

Print Name: _____
Notary Public, State of Florida at Large

My commission expires:

Public Records of
St. Johns County, FL
Clerk # 2005014626,
O.R. 2382 PG 840-842
02/25/2005 at 03:43 PM,
REC. $13.00 SUR. $14.00

AMENDMENT TO DECLARATION OF
OF COVENANTS AND RESTRICTIONS FOR
MALLARD LANDING

PREPARED BY AND RETURN TO: FRED ELEFANT, ESQ.
Post Office Box 5727
Jacksonville, FL 32247-5727

THIS AMENDMENT to Declaration of Covenants and Restrictions ("Covenants") for Mallard Landing ("Mallard Landing") is made on the day hereinafter set forth by the undersigned record owners of property located in Mallard Landing (the "Owners").

WITNESSETH:

WHEREAS, the Covenants were recorded in Official Records Volume 691, page 694, et seq., public records of St. Johns County, Florida; and

WHEREAS, a Supplemental Declaration of Covenants and Restrictions for Mallard Landing Units III and IV was recorded in Official Records Volume 1109, page 968, et seq., public records of St. Johns County, Florida; and

WHEREAS, the Covenants provide that the Covenants may be amended by an instrument signed by not less than the Owners of a majority of the Lots; and

WHEREAS, the Owners wish to amend the Covenants, and have authorized the Amendment in accordance with the terms and conditions of the Covenants through the signatures of a majority of the Owners; and

WHEREAS, Mallard Landing Homeowners Association, Inc. ("Association") is the homeowner's association for Mallard Landing pursuant to the Covenants.

NOW, THEREFORE, the Owners hereby amend the Covenants as set forth below.

1. Article IX, Section (f) is deleted in its entirety, as shown by striking through the deleted language as follows:

~~"(f) Promptly upon completion of a residence on a Lot, such Lot owner shall promptly erect upon his Lot a light post equipped with an electric lamp, the design of which has been approved by Grantor, and shall maintain such a lighted condition during hours of darkness."~~

2. The Covenants shall remain in full force and effect, except as amended herein.

[Signatures on Following Pages]

IN WITNESS WHEREOF, this Amendment to Declaration of Covenants and Restrictions for Mallard Landing has been executed this 31 day of October, 2004.

MALLARD LANDING HOMEOWNERS ASSOCIATION, INC.

ATTEST:

By: Michelle Allen
Print Name: Michelle Allen
Title: Secretary

By: Michelle Allen
Print Name: Michelle Allen
Title: President

WITNESSES:

Michelle Allen
Print Name: Michelle Allen

Kathy C. Brown
Print Name: Kathy Brown

(CORPORATE SEAL)

OWNERS:

(1) Judi
Print Name:

JUDI THIGPEN
Print Name:

1524 PINTAIL DR
Print Name:
Address:

(2) Wendy Mathis
Print Name: Wendy Mathis

(3) Eva M. Tine
Print Name: Eva Tine

709 Duck Water Ct
Print Name:
Address:

700 Roberts Rd

(4) Doug Shine
Print Name: Doug Shine

1705 Duck Water Ct
Print Name:
Address:

Print Name:

Print Name:

Print Name:
Address:

Print Name:

Print Name:

Print Name:
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Print Name:

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this 31 day of October, 2004, by Michelle Allen, as President of MALLARD LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: [✓] personally known to me; or [ ] has produced Fl Drivers License as identification; and who: [✓] did [ ] did not take an oath.

ALISON MARIE COOPER
MY COMMISSION #DD273681
EXPIRES: DEC 08, 2007

Alison Marie Cooper
Print Name: Alison Marie Cooper
Notary Public, State of Florida at Large

My commission expires: Dec 8, 2007

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2004, by _____, as Secretary of MALLARD LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: [ ] personally known to me; or [ ] has produced _____ as identification; and who: [ ] did [ ] did not take an oath.

Print Name: _____
Notary Public, State of Florida at Large

My commission expires:

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this 31 day of October, 2004, by:

Lines 1-4

who are [ ] personally known to me; or [✓] have produced Fl Drivers License as identification; and who: [✓] did [ ] did not take an oath.

ALISON MARIE COOPER
MY COMMISSION #DD273681
EXPIRES: DEC 08, 2007

Alison Marie Cooper
Print Name: Alison Marie Cooper
Notary Public, State of Florida at Large

My commission expires: Dec 8, 2007

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2004, by:

who are [ ] personally known to me; or [ ] have produced _____ as identification; and who: [ ] did [ ] did not take an oath.

Print Name: _____
Notary Public, State of Florida at Large

My commission expires:

7
(3)

Public Records of
St. Johns County, FL
Clerk # 2005014627,
O.R. 2382 PG 843-845
02/25/2005 at 03:43 PM,
REC. $13.00 SUR. $14.00

PREPARED BY AND RETURN TO: FRED ELEFANT, ESQ.
Post Office Box 5727
Jacksonville, FL 32247-5727

AMENDMENT TO DECLARATION OF
OF COVENANTS AND RESTRICTIONS FOR
MALLARD LANDING

THIS AMENDMENT to Declaration of Covenants and Restrictions ("Covenants") for Mallard Landing ("Mallard Landing") is made on the day hereinafter set forth by the undersigned record owners of property located in Mallard Landing (the "Owners").

WITNESSETH:

WHEREAS, the Covenants were recorded in Official Records Volume 691, page 694, et seq., public records of St. Johns County, Florida; and

WHEREAS, a Supplemental Declaration of Covenants and Restrictions for Mallard Landing Units III and IV was recorded in Official Records Volume 1109, page 968, et seq., public records of St. Johns County, Florida; and

WHEREAS, the Covenants provide that the Covenants may be amended by an instrument signed by not less than the Owners of a majority of the Lots; and

WHEREAS, the Owners wish to amend the Covenants, and have authorized the Amendment in accordance with the terms and conditions of the Covenants through the signatures of a majority of the Owners; and

WHEREAS, Mallard Landing Homeowners Association, Inc. ("Association") is the homeowner's association for Mallard Landing pursuant to the Covenants.

NOW, THEREFORE, the Owners hereby amend the Covenants as set forth below.

1. Article XII is amended by adding a new paragraph (d) as shown in bold-faced and underlined type, as follows:

"**(d) The Association, with the consent of each affected Lot Owner within Mallard Landing Units III or IV whose property abuts State Road 13 and/or Roberts Road, may install and maintain a privacy fence upon each of said Lots along all Lot lines which abut State Road 13 and/or Roberts Road. The fence shall be installed in accordance with plans and specifications approved by the Architectural Control Committee.**"

2. The Covenants shall remain in full force and effect, except as amended herein.

[Signatures on Following Pages]

IN WITNESS WHEREOF, this Amendment to Declaration of Covenants and Restrictions for Mallard Landing has been executed this 31 day of October, 2004.

ATTEST:

By: Michelle Allen
Print Name: Michelle Allen
Title: Secretary

MALLARD LANDING HOMEOWNERS ASSOCIATION, INC.

By: Michelle Allen
Print Name: Michelle Allen
Title: President

(CORPORATE SEAL)

WITNESSES:

Michelle Allen
Print Name: Michelle Allen

Patty C. Brown
Print Name: Patty Brown

OWNERS:

(1) [signature]
Print Name:

JUDI TIGHPEN
Print Name:

1524 PINTAIL DR
Print Name:
Address:

(2) Cheryl Mathews
Print Name: Cheryl Mathews

(3) Eva M. Tine
Print Name: Eva M. Tine

1709 Duck Water Ct
Print Name:
Address:

(4) [signature]
Print Name:

Doug Shine
Print Name:

700 Roberts Rd
1707 Duck Water Ct
Print Name:
Address:

Print Name:

Print Name:
Address:

Print Name:

Print Name:

Print Name:
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Print Name:

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this 31 day of October, 2004, by Michelle Allen, as _____ President of MALLARD LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: [✓] personally known to me; or [ ] has produced _____ as identification; and who: [✓] did [ ] did not take an oath.

ALISON MARIE COOPER
MY COMMISSION #DD273681
EXPIRES: DEC 08, 2007

Alison Marie Cooper
Print Name: _____
Notary Public, State of Florida at Large

My commission expires: Dec 8, 2007

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2004, by _____, as Secretary of MALLARD LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: [ ] personally known to me; or [ ] has produced _____ as identification; and who: [ ] did [ ] did not take an oath.

_____
Print Name: _____
Notary Public, State of Florida at Large

My commission expires:

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this 31 day of October, 2004, by:

Lots 1-4

who are [ ] personally known to me; or [✓] have produced Fl Drivers License as identification; and who: [✓] did [ ] did not take an oath.

ALISON MARIE COOPER
MY COMMISSION #DD273681
EXPIRES: DEC 08, 2007

Alison Marie Cooper
Print Name: _____
Notary Public, State of Florida at Large

My commission expires: Dec 8, 2007

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2004, by:

who are [ ] personally known to me; or [ ] have produced _____ as identification; and who: [ ] did [ ] did not take an oath.

_____
Print Name: _____
Notary Public, State of Florida at Large

My commission expires: