

Prepared by
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REVIVED AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
MALLARD LANDING

This Revived Declaration is made this 22 day of FEBRUARY, 2017, by Mallard Landing Homeowners Association, Inc.

RECITALS

WHEREAS, Mallard Landing Associates, Ltd., a Florida limited partnership ("Grantor"), recorded that certain Declaration of Covenants and Restrictions for Mallard Landing in Official Records Book 691, Page 694, et seq., in the public records of St. Johns County, Florida (the "Master Declaration").

WHEREAS, Grantor 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.

WHEREAS, Grantor created, declared, and established the following restrictive covenants, reservations, and requirements (hereinafter referred to as the "Covenants" or a "Covenant") as to the Property, more particularly described on Exhibit A.

WHEREAS, that certain Supplemental Declaration of Covenants and Restrictions for Mallard Landing Units III and IV, submitting all the real property contained within the plat of Mallard Landing Units III and IV, according to the plat thereof recorded in Plat Book 29, Page 1-6, public records of St. Johns County, Florida ("Mallard Landing Units III and IV"), subjecting Mallard Landing Units III and IV to the terms of the Master Declaration and to the additional covenants, conditions, easements and restrictions contained in the Supplemental Declaration, was recorded in Official Records Book 1109, Page 968 of the public records of St. Johns County, Florida.

WHEREAS, the Master Declaration was subsequently amended by that certain Amendment to Declaration of Covenants and Restrictions for Mallard Landing, recorded in Official Records Book 2382, Page 827-833, in the public records of St. Johns County, Florida.

WHEREAS, the Master Declaration was subsequently amended by that certain Amendment to Declaration of Covenants and Restrictions for Mallard Landing, recorded in Official Records Book 2382, Page 834-836, in the public records of St. Johns County, Florida.

WHEREAS, the Master Declaration was subsequently amended by that certain Amendment to Declaration of Covenants and Restrictions for Mallard Landing, recorded in Official Records Book 2382, Page 837-839, in the public records of St. Johns County, Florida.

WHEREAS, the Master Declaration was subsequently amended by that certain Amendment to Declaration of Covenants and Restrictions for Mallard Landing, recorded in Official Records Book 2382, Page 840-842, in the public records of St. Johns County, Florida.

WHEREAS, the Master Declaration was subsequently amended by that certain Amendment to Declaration of Covenants and Restrictions for Mallard Landing, recorded in Official Records Book 2382, Page 843-845, in the public records of St. Johns County, Florida.

WHEREAS, all such recorded documents referenced above are collectively referred to as the "Previous Declaration."

WHEREAS, the covenants and restrictions contained in the Previous Declaration may have expired pursuant to Chapter 712, Florida Statutes, also known as the Marketable Record Title Act.

WHEREAS, the organizing committee of Mallard Landing Homeowners Association Inc., consisting of:

<u>Name</u>	<u>Address</u>
Mike Wolf	1484 Mallard Lake Ave, St. Johns, FL 32259
Ray Register	14800 Duck Blind, St. Johns, FL 32259
Tom Bell	1475 Mallard Landing Blvd, St. Johns, FL 32259
Kathy Schwob	1525 Pintail Drive, St. Johns, FL 32259

does hereby submit the covenants and restrictions of Mallard Landing Homeowners Association, Inc., pursuant to Section 720.403, Florida Statutes, hereinafter defined as the "Revived Declaration."

WHEREAS, the Revived Declaration governs only the Lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel Owners than the covenants contained in the Previous Declaration, except as otherwise provided by Section 720.404(3), Florida Statutes.

WHEREAS, the voting interest of each parcel Owner under this Revived Declaration is the same as the voting interest of the parcel Owner under the Previous Declaration. The proportional assessment obligation of each parcel Owner under this Revived Declaration shall be the same as the proportional assessment obligation of the parcel Owners under the Previous Declaration.

NOW, THEREFORE, the Association hereby revives all terms and provisions of the Prior Declaration for Mallard Landing Homeowners Association, Inc., and as follows:

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 desirable, 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. Quarterly 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 discretion, 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 Approval:

(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) [deleted]

(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 even the waters of any lake within the Property.

X. Animal, 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 shall be reviewed and approved by the Mallard Landing Homeowners Association, Inc. Architectural Review Committee. No fence 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. 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.

(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 requirement contained in Article XII, paragraph (a) of these Covenants to allow placement of fences in their front yards. Requests to deviate from Article II, 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 material 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 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 by the Architectural Control Committee.

XIII. Amendments to Declaration:

Any provision to this Declaration may be amended, modified, rescinded, or revoked, and amendments, modifications, rescissions, 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 subdivision 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.

SUPPLEMENTAL DECLARATION AS TO MALLARD LANDING UNITS III AND IV

WHEREAS, Mallard Landing Phases III and IV Limited Partnership, a Florida Limited Partnership ("Declarant"), was the owner of certain real property situated in St. Johns County, Florida, which real property is more particularly contained within the plat of Mallard Landing Units III and IV, according to plat thereof recorded in plat Book 29, Page 1-6, public records of St. Johns County, Florida ("Mallard Landing Units III and IV");

WHEREAS, Mallard Landing Units III and IV are part of the Mallard Landing Planned Unit Development (the "Planned Unit Development") consisting of single-family homes and a park site, all of which are governed by, restricted and subject to that certain Declaration of Covenants and Restrictions Mallard Landing, recorded in Official Records Book 691, Page 694, public records of St. Johns county, Florida (the "Master Declaration").

WHEREAS, pursuant to the terms of the Master Declaration, Declarant desires to affirm that Mallard Landing Units III and IV are subject to the terms of the Master Declaration and to the additional covenants, conditions, easements and restrictions contained in this Supplemental Declaration.

WHEREAS, Declarant and/or its successors has created the Mallard Landing Homeowners' Association, a Florida not-for-profit corporation (the "Master Association") to manage all of the property within the Planned Unit Development, maintain the common property located therein and administer and enforce the easements, covenants, conditions, restrictions and limitations set forth herein and in the Master Declaration and collect and disburse all assessments provided for in the Master Declaration and this Supplemental Declaration.

WHEREAS, Declarant desires to bring Mallard Landing Units III and IV within the jurisdiction of the Master Association.

NOW, THEREFORE, the Declarant hereby confirms that Mallard Landing units III and IV are subject to the terms, conditions, covenants and restrictions of the Master Declaration which terms, conditions, covenants and restrictions are incorporated herein and made a part hereof by reference, as if such terms and conditions were set forth in full. The Declarant further subjects Mallard Landing Units III and IV to the terms and conditions set forth in this Supplemental Declaration. Mallard Landing Units III and IV shall be held, sold and conveyed, subject to the easements, covenants, conditions and restrictions contained in the Master Declaration and this Supplemental Declaration, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants and restrictions to run with Mallard Landing Units III and IV and be binding upon all parties having any right, title or interest in Mallard Landing Units III and IV, or any part thereof, and their respective heirs, successors, assigns and mortgagees, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the words defined below, whenever used in this Supplemental Declaration shall have the following meanings:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Master Association as amended from time to time.

1.2 "Master Association" shall mean and refer to the Mallard Landing Homeowners' Association, a Florida not-for-profit corporation, its successors and assigns.

1.3 "Board of Directors" shall mean and refer to the board of directors of the Master Association.

1.4 "By-Laws" shall mean and refer to the By-laws of the Master Association as amended from time to time.

1.5 "Common Expenses" shall mean and refer to those items of expense for which the Master Association is or may be responsible under the Master Declaration and this supplemental Declaration and those additional items of expense approved by the owners in the manner set forth in the Master and supplemental Declarations, the Articles or the By-laws.

1.6 "Common Property" shall mean and refer to those tracts of land dedicated or deeded to the Master Association for the common use and enjoyment of the owners and their guests and invitees and all improvements constructed thereon. All Common Property is intended for the common use and enjoyment of the owners and their guests, lessees or invitees and the visiting general public to the extent permitted by the Board of Directors, subject to any rules and regulations adopted by the Master Association and subject to all use rights reserved by Declarant herein or prior to conveying any land to the Master Association.

1.7 "Declarant" shall mean and refer to Mallard Landing Phases III and IV Limited Partnership, a Florida Limited Partnership, its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped Lot from Declarant for the purpose of development.

1.8 "Lot" shall mean and refer to any plot of land together with the improvements thereon, shown on the recorded subdivision plat of Mallard Landing Units III and IV, and on any subsequently recorded subdivision plat of any additional contiguous land made subject to this supplemental Declaration by the Declarant.

1.9 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot shown on the subdivision plat of Mallard Landing Units III and IV, referred to herein and any Subdivision Plat of additional contiguous land made subject to this Supplemental Declaration, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.10 "Property" shall mean and refer to all real property described on the plat of Mallard Landing Units III and IV.

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

ARTICLE II

RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

2.1 The Master Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Master Association shall deem to be necessary or advisable for the proper operation of the Master Association, whether such personnel are furnished or employed directly by the Master Association or by any person or entity with whom it contracts. The Master Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with its obligations hereunder or the enforcement of this Declaration.

2.2 The Master Association shall hold and own "Common Property" and may acquire or dispose of the same by sale, grant of easement or otherwise make agreements with respect to the Common Property subject to the restrictions and provisions of the Articles and By-Laws.

The Master Association shall, at all times, pay the real property ad valorem taxes and assessments, if any, assessed against the Common Property and any other governmental liens which may be assessed against the Common Property, unless the taxes for such Common Property are assessed against each owner as a part of the tax assessment for each Owner's Lot.

2.3 The Master Association shall obtain such fidelity bonds as it deems necessary and as may be required by the Federal Home Mortgage Corporation and the Federal National Mortgage Master Association, which bonds shall be in effect for all persons responsible for handling money. Such bonds shall be in such amounts as the Board deems necessary or convenient or may be required by a mortgagee.

2.4 The Master Association shall maintain the Common Property, including but not limited to those parcels dedicated to the Association by the subdivision plat of the Property and the surface and stormwater management systems serving the Property.

2.5 The Master Association shall interpret and enforce the provisions of this Declaration and, in connection therewith, collect and expend the assessments permitted herein for such purposes.

2.6 The Master Association may exercise any of the rights and privileges expressly granted in this Declaration, the Articles and By-Laws, the laws governing not-for-profit corporations, and

every other right and privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

ARTICLE III **ADDITIONAL USE RESTRICTIONS**

As stated above, the Lots in Mallard Landing Units III and V, shall be subject to all restrictions contained in the Master Declaration. In addition, all Lots within Mallard Landing Units III and IV, shall be subject to the following additional use restrictions:

3.1 No structures shall be erected less than forty feet (40') from the front Lot line, twenty feet (20') from the rear Lot line or ten feet (10') from the side Lot line of any Lot. All setbacks established herein shall be measured from the wall of the structure. Eaves and cornices of a structure may extend up to three feet (3') beyond the setback limits established above.

3.2 In addition to the setbacks established in subparagraph 3.1 above, all main structures located on Lots in Units III or IV shall be setback a minimum of thirty feet (30') from the right-of-way of Roberts Road and no accessory structures or uses shall be located within ten feet (10') of any Lot line which abuts Roberts Road.

3.3 The Owners of Lots within Mallard Landing Units III or IV, which abut state Road 13 and/or Roberts Road shall, at each Owner's expense, install and maintain a six foot (6') wooden privacy fence of reverse board and batten design along all Lot lines which abut State Road 13 and/or Roberts Road. The fence shall be installed by the Owner of each Lot at the time of construction of a residence thereon, pursuant to plans and specifications approved by the Architectural Control Committee.

3.4 The thirty foot (30') wide non-access buffer lying contiguous to State Road 13 and Roberts Road and contained on the plat of Mallard Landing Units III and IV, shall not be utilized for access to State Road 13 and/or Roberts Road.

3.5 Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of the nuisance restriction contained in the Master Declaration.

3.6 No Lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any Lot. All lawns, grounds and landscaping shall be maintained in a neat and orderly fashion and not in an unsightly or unkempt manner.

3.7 No satellite dishes or television antennas shall be installed unless same are screened from view on all sides. No television antennas or satellite dishes may be installed until such screening has been approved by the Architectural control Committee.

3.8 All Lots shall remain uncleared, in a natural state, until a Lot is to be used for building purposes. No tree of a diameter in excess of eight inches (8") at a height of five feet (5') above ground level, may be removed from a Lot without the approval of the Architectural Control

Committee. All requests for tree removal shall be submitted to the Architectural Control Committee along with a site plan showing the location of such tree or trees.

ARTICLE IV

ARCHITECTURAL CONTROL

4.1 No buildings or structures, including docks and bulkheads, fences, mailboxes, walls, landscaping or exterior lighting plan or other improvements other than those erected by Declarant, shall be commenced, erected or maintained upon the Property, nor shall any grading, excavating, or tree removal be commenced, exterior addition to or change be made until all construction, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee composed of the Declarant, or such agent or agents as may be appointed by said Declarant, in its sole discretion, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Control Committee within thirty (30) days following submittal to same. Construction of approved improvements shall be completed within a period of nine (9) months from date construction is begun.

The Declarant may, in its sole discretion, transfer control of the Architectural Control Committee to the Master Association at such time as the Declarant no longer holds any Lots for sale within Mallard Landing Units III and IV.

4.2 The Architectural Control committee (hereinafter "ARC") shall have the following powers and duties:

(1) To draft and adapt, from time to time, architectural planning criteria, standards and guidelines relative to architectural styles or details and rules and regulations regarding the form and content of plans and specifications to be submitted for approval all as it may consider necessary or appropriate.

(2) To require submission to the ARC of four (4) complete sets of preliminary and final plans and specifications as hereinafter defined for any buildings or structures of any kind, including, without limitation, any dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme, docks or bulkheads ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or Property, together with a copy of any building permits which may be required. The ARC may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning criteria adopted by the ARC.

(3) To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot

or the Property and to approve or disapprove any exterior additions, changes, modifications or alterations including the color thereof, therein or thereon.

(4) To evaluate each application for the total effect, including the manner in which the homesite is developed. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the ARC, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the ARC to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

(5) If any Proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the ARC of such change, modification or alteration, and the plans and specifications therefor, if any, then the owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the ARC, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the ARC.

(6) In addition, any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the ARC, Master Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENT AND LIEN RIGHTS

5.1 Declarant hereby covenants for each Lot within Mallard Landing Units III and IV, and each owner of a Lot is hereby deemed to covenant by acceptance of a deed for such Lot, whether or not it shall be so expressed in such deed, to pay to the Master Association all assessments authorized in the Master Declaration and this Supplemental Declaration. The assessments shall be established as provided in the Master Declaration and utilized for the improvement and maintenance of all Common Property within the Planned Unit Development and for any other purpose set forth in the Master Declaration. Such assessments shall be collected by the filing of a Claim of Lien or by any other means authorized in Article VII of the Master Declaration.

5.2 The Master Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system(s). Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Master Association shall be responsible for such maintenance and operation, in the event such maintenance is not performed by the owners of the above described lots. Any repair or

reconstruction of the surface water or stormwater management system(s) shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

5.3 In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42. 027, F.A. c., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VI **EASEMENTS**

6.1 Declarant hereby reserves a perpetual right without further consent from any other Lot owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement over all easements shown on any plat of the Property, and also, in and to, a seven and one-half foot (7.5') strip of land located parallel to and along all side and rear Lot lines and a ten foot (10') strip of land located along and adjacent to all front Lot lines for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority / be deemed necessary or advisable. Any purchaser by accepting a deed to a Lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

ARTICLE VII **GENERAL PROVISIONS**

7.1. Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs at all levels of the proceeding.

7.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

7.3 Any failure of the Declarant, the Master Association or Lot Owners, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

7.4 The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system(s).

7.5 The Declarant reserves and shall have the sole right to annex additional contiguous land on which additional Lots may be developed and make same subject to this Declaration without the

joinder or consent of any Lot owner, the Master Association, the holder of a mortgage or lien affecting the Property or any other person. The Owners of Lots developed on such contiguous land shall be members provisions of the of this Master Association in accordance with the Declaration and shall be subject to all covenants, rules, regulations and by-laws in the same manner and with the same effect as the original Lot owners.

7. 6 Any amendment to the covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River water Management District.

7.7 The power to alter, amend or vary these covenants and restrictions by recorded instrument is specifically reserved unto Declarant for a period of two (2) years, or until all Lots have been sold, whichever is later.

7. 8 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2021. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change said covenants in whole or in part.

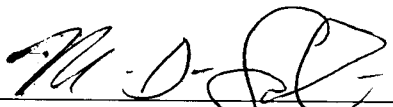
7. 9 Notwithstanding any other term or provision of this Supplemental Declaration or the Master Declaration, the Declarant reserves the right to install signs within Mallard Landing Units III and IV, as authorized by the applicable provisions of the Planned Unit Development and to locate not more than two (2) construction trailers within Mallard Landing Units III and IV, during the period of construction of the subdivision improvements. Provided, such construction trailers shall be removed within thirty (30) days following completion and acceptance by St. Johns County of the subdivision improvements.

7.10 In the event of any conflict between the terms and provisions of this Supplemental Declaration and of the Master Declaration, with respect to the Lots in Mallard Landing Units III and IV, the terms of this Supplemental Declaration shall control.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

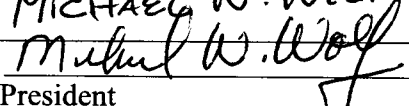
IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the 22 day of February, 2017.

Signed, sealed and delivered in the presence of:


Witness MICHAEL D. SAVAGE

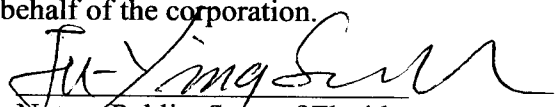

Witness EVELYN TAUDROUS

MALLARD LANDING HOMEOWNERS
ASSOCIATION, INC.

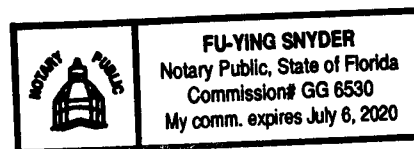
MICHAEL W. WOLF
By: 
Its: President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 22 day of February, 2017, by Michael W. Wolf, as President of Mallard Landing Homeowners Association, Inc., a Florida corporation, on behalf of the corporation.


Notary Public, State of Florida
At Large
My commission expires: July 06, 2020

(Notary Seal)



O.R. 1109 PG 0981

CONSENT OF MORTGAGEE

Peoples First Community Bank, formerly Peoples First Financial Savings and Loan Association, the owner and holder of a first mortgage upon a the real property described in the foregoing Supplemental Declaration of Covenants and Restrictions for Mallard Landing Units III and IV, which mortgage is dated July 12, 1994, and recorded in Official Records Book 1063, Pages 1040 through 1044, of the public records of St. Johns County, Florida, (the "Mortgage") hereby agrees to the filing of said Supplemental Declaration of Covenants and Restrictions for Mallard Landing Units III and IV, as covenants running with the land and to the subordination of the lien of the Mortgage to the terms of the aforesaid Supplemental Declaration of Covenants and Restrictions.

DATED this 12th day of April, 1995.

Signed, sealed and delivered
in the presence of:

PEOPLES FIRST COMMUNITY BANK

Witness BRENDA HINKOFER
(type or print name)

Witness SUSAN KAY BISHOP
(type or print name)

By: [Signature]
Its AREA President
Address 110 AIA NORTH
POINTE VIEUX BEACH, FL. 32082



STATE OF FLORIDA
COUNTY OF ST. JOHNS

[illegible]

Susan Kay Bishop
 Notary Public
 SUSAN KAY BISHOP
 (name of notary, typed/printed)
 My commission number CC270761
 My commission expires 03/22/97
 (3) (here enter commission #)

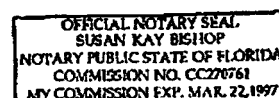


EXHIBIT A

DEE 691 PAGE 703
REC

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

Paul "Bill" Humber
CLERK OF DISTRICT COURTEXHIBIT " A "

EXHIBIT B

(Parcels Subject to Governing Documents)

COPY

MALLARD LANDING PARCEL OWNERS

ADAMS	MARK & REINETTE	1343 Mallard Landing Blvd N	Lot 84, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
ALEXANDER	TYRONE & JULIE	1512 Pintail Drive	Lot 27, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
ALLEN	THOMAS & ROBERTA	1487 Mallard Landing Blvd	Lot 49, Mallard Landing Unit Two, according to plat thereof as recorded in 150Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
ALLIGOOD	ROBYN	1508 Pintail Drive	Lot 26, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
ARNSDORFF	BRUCE & LISA	1480 Mallard Lake Avenue	Lot 9, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
AURICCHIO	JOHN & ELISA	1435 Mallard Landing Blvd	Lot 9, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
BALDWIN	MARY FRANCES	1490 Mallard Landing Blvd	Lot 33, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
BASTIAN	FREIDEL	1517 Pintail Drive	Lot 92, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
BEANE	MICHAEL & REKA	1516 Pintail Drive	Lot 28, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
BELL	TOMMY & MARGARET	1475 Mallard Landing Blvd	Lot 52, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
BELLAW	THOMAS & ANGELA	1608 Mallard Nest Way	Lot 31, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
BENNETT/SALGADO	ADAM & LUCIA	1446 Mallard Landing Blvd	Lot 21, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
BERGER	BIORN & KATHLEEN	1423 Mallard Landing Blvd	Lot 12, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
BINARD	STEPHEN & JODI	1405 Ducktail Court	Lot 4, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
BOLANOWSKI	GREGORY J	1439 Mallard Landing Blvd	Lot 8, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.

MALLARD LANDING PARCEL OWNERS

BOLEN	DONNA	1492 Duck Blind Drive	Lot 21, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
BOOTH	ROBERT & BRENDA	1401 Ducktail Court	Lot 3, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
BOYER	WILLIAM & BONNIE	1404 Ducktail Court	Lot 6, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
BRABENDER	KENNETH & CHRISTINE	1493 Duck Blind Drive	Lot 1, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
BRADEN	PRESTON & LILLIAN	1499 Mallard Landing Blvd	Lot 46, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
BRASIEL	DUNCAN & PATRICIA	1311 Mallard Landing Blvd N	Lot 9, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
BROWN	ROBERT E & WANDA D	1374 Mallard Landing Blvd N	Lot 41, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
BROWN	PAUL & PATRICIA	1501 Duck Blind Drive	A Part of Lot 1, as shown on Map of Mallard Landing, Unit One, as recorded in Map Book 17, Pages 65 & 66, of the Public Records of St. Johns County, Florida. Further described in O.R. 1359 P.G. 1115 in St. Johns County, Florida Official Records.
BRYANT	JAMES & JOANNE	1704 Duckwater Court	Lot 20, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
BULLIS	DOUGLAS JOHN	1491 Mallard Lake Ave	Lot 23, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
BURCHIANI	REYNOLD & LUCY	1613 Mallard Nest Way	Lot 26, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
BURCHIANI	VINCENT & TEENA	1616 Mallard Nest Way	Lot 29, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
BURGESS	ANDREW & JAMIE	1427 Mallard Landing Blvd	Lot 11, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
CALDERWOOD	RON & KIMBERLY	1472 Mallard Lake Ave	Lot 7, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
CAMPS	ERIK & CHRISTINE	1468 Mallard Landing Blvd	Lot 96, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.

MALLARD LANDING PARCEL OWNERS

CANI	FAIK & MIMOZA	620 Roberts Rd	Lot 10, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
CAPE	MICHAEL & AMY	1430 Mallard Landing Blvd	Lot 16, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
CARTER	BYRON & DEBORAH	1485 Duck Blind Drive	Lot 3, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
CATANZARITE	PAUL & STEPHANIE	1609 Mallard Nest Way	Lot 25, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
CHAPPANO	PAUL & JILL	1347 Mallard Landing Blvd. N	Lot 83, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
CHENEY	MARK & MARTHA	1503 Mallard Lake Ave	Lot 20, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
CHERRY	ANTHONY & KIMBERLY	1419 Mallard Landing Blvd	Lot 13, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
CHHABRA	INDRA	1351 Mallard Landing Blvd N	Lot 82, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
CLERE	RONALD & BEVERLY	1513 Pintail Drive	Lot 91, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
CLINTON	NEAL & PATRICIA	1304 Mallard Landing Blvd N	Lot 13, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
COOK	WARREN	1355 Mallard Landing Blvd N	Lot 50, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
COOPER	EUCLID & ALISON	550 Roberts Rd	Lot 5, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
CORBITT	JENNIFER	1516 Mallard Lake Ave	Lot 6, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
COREY	JOHN & JOAN/NOTARY	1308 Mallard Landing Blvd N	Lot 14, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
DA CONCEICAO	DANIEL & LAURA	1533 Pintail Drive	Lot 95, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.

MALLARD LANDING PARCEL OWNERS

DAVENPORT	KYLE & STEPHANIE	1307 Mallard Landing Blvd N	Lot 10, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
DAVIS	LISA MARIE	1303 Mallard Landing Blvd N	Lot 11, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
DELK	MATTHEW & KRISTEN	680 Roberts Rd	Lot 14, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
DIORIO	SALVATORE & RENEE	1476 Duck Blind Drive	Lot 17, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
	Shelly E. Donald Trust	1515 Mallard Lake Ave	Parts of Lots 7 and, MALLARD LANDING UNIT ONE, as recorded in Map Book 17, Pages 65, and 66 of the Public Records of St. Johns County, Florida. Further described in O.R. 3644 PG 1420, in St. Johns County, Florida Official Records
DOUGHERTY	KEVIN L	1481 Duck Blind Drive	Lot 4, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
DUDO	JEFFREY & KATHLEEN	1467 Mallard Landing Blvd	Lot 1, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
EISMAN/BUCKNER	ERIC & CYNTHIA	1496 Mallard Lake Ave	Lot 13, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
ELTRINGHAM	DONALD & SHARON	1335 Mallard Landing Blvd N	Lot 86, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
FARHAT	SALIM & OLGA	510 Roberts Rd	Lot 2, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
FIPPS	WILTON & GENEVIEVE	1488 Duck Blind Drive	Lot 20, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
FLORES	VERNE & ALEXA	700 Roberts Rd	Lot 16, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
FRICK	DAVID & SUSAN	1503 Mallard Landing Blvd	Lot 45, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
GILCHRIST / ORR	JAMES A / SYLVIA A	730 Roberts Rd	Lot 18, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
GOODRICH	CHRISTOPHER & REBECCA	1371 Mallard Landing Blvd N	Lot 46, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.

MALLARD LANDING PARCEL OWNERS

GOSLIN	CHARLES	1378 Mallard Landing Blvd N	Lot 42, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
GRIFFIN	JOSEPH & JILL	1701 Duckwater Court	Lot 17, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
HARDENBROOK	RICHARD & BARBARA	1484 Duck Blind Drive	Lot 19, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
HARTLEY	MICHAEL & SUSAN	1375 Mallard Landing Blvd N	Lot 45, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
HATHY	SAMUEL & MARY	1367 Mallard Landing Blvd N	Lot 47, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
HICKS	KENNETH & KIMBERLY	1475 Mallard Lake Ave	Lot 88, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
HICKS	JAMES & SELENA	1315 Mallard Landing Blvd N	Lot 8, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
HINSON PROPERTIES	HINSON PROP LLC	1518 Mallard Landing Blvd	Lot 40, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
HOFFER	REV GLENDA GAIL	1466 Mallard Landing Blvd	Lot 33, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
HORN	FERDINAND & SUSAN	760 Roberts Rd	Lot 21, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
HUDSON	CHARLES R JR & MELODY	690 Roberts Rd	Lot 15, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
HUNT/BARNETT	LYNN & JACK	1471 Mallard Landing Blvd	Lot 53, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
HUNTER	ARNOLD	1508 Mallard Lake Ave	Lot 16, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
JEMISON	DAVIE L	740 Roberts Rd	Lot 19, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
KINCAID	JAMES & DEBRA	1447 Mallard Landing Blvd	Lot 6, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.

MALLARD LANDING PARCEL OWNERS

KING	ALBERT & ELIZABETH	1511 Mallard Lake Ave	Lot 18, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
KING	DANIEL & DEBORAH	1620 Mallard Nest Way	Lot 28, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
KLACSMANN	JOHN & VALERIE	1509 Pintail Drive	Lot 90, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
KNOTT	DEAN & KRISTA	1519 Mallard Lake Ave	A portion of Lot 7 & 8, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida. Further described in O.R. 1067 PG 0286, of the St. Johns County, Florida Official Records.
KRINGS	JOSEPH & TERESA	1359 Mallard Landing Blvd N	Lot 49, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
KRUSE	ROBERT & LYNN	1528 Pintail Drive	Lot 31, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
KUHNS	JACK & PATRICIA	1443 Mallard Landing Blvd	Lot 7, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
LAKE	MATTHEW & NANCY	1604 Mallard Nest Way	Lot 32, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
LAMSAL	RAJEEB & RUKMINI	1368 Mallard Landing Blvd N	Lot 40, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
LANCASTER	STEVEN & HEIDI	1507 Mallard Lake Ave	Lot 19, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
LAYE	DONALD & RUTH ANN	1479 Mallard Lake Ave	Lot 89, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
LEVINE	DONALD & JENNIFER	1312 Mallard Landing Blvd N	Lot 15, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
LEWIS	KENNETH & CONSTANCE	1514 Mallard Landing Blvd	Lot 39, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
LONDON	MARC & JENNIFER	1458 Mallard Landing Blvd	Lot 23, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
LOVE	JOYCE	1499 Mallard Lake Ave	Lot 21, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.

MALLARD LANDING PARCEL OWNERS

LUPO	ROBERY & HOLLY	1510 Mallard Landing Blvd	Lot 38, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
LYONS	RICHARD S	1495 Mallard Lake Ave	Lot 22, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
MADRID	LORI	1506 Mallard Landing Blvd	Lot 37, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
MAHORNEY	MICHAEL & SHEVAWN	1464 Mallard Landing Blvd	Lot 24, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
MALTBY	JACOB & AMANDA	750 Roberts Rd	Lot 20, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
MANNING	JOHN & RHODA	1478 Mallard Lake Ave	Lot 8, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
MANNING	AARON & KADESH	1300 Mallard Landing Blvd. N	Lot 12, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
MARDENFELD	BRANDON & ERIN	630 Roberts Rd	Lot 11, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
MASTERSON	DIANNE	1451 Mallard Landing Blvd	Lot 5, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
MATLOSZ	JOHN	1709 Duckwater Court	Lot 19, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
MATRASCIA	MICHAEL	1488 Mallard Lake Ave	Lot 11, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
MATTSON	STEVEN & LORRIE	1511 Mallard Landing Blvd	Lot 43, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
MCCLASH	ANTHONY	1463 Mallard Landing Blvd	Lot 2, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
MCKEE	JOHN & ELLA	1483 Mallard Lake Ave	Lot 25, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.

MALLARD LANDING PARCEL OWNERS

MCLAUGHLIN	NEIL & TINA	540 Roberts Road	Lot 4, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
MERWIN	WILLIAM & NETTA	1422 Mallard Landing Blvd	Lot 15, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
MINARD	JEANNE	1489 Duck Blind Drive	Lot 2, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
MOODY	JOHN & KYERIN	1492 Mallard Lake Ave	Lot 12, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
MORSE	KIMBERLY & KRISTAN	1400 Mallard Green Court	Lot 34, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
MOURAD	MOHAMMAD F	1459 Mallard Landing Blvd	Lot 3, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
MOURO	MARK & TAMIE	1379 Mallard Landing Blvd N	Lot 44, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
MOYER	GREIG & PAMELA	1617 Mallard Nest Way	Lot 27, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
MOYER	GARY & ELIZABETH	1520 Pintail Drive	Lot 29, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
MURRAY	CHARLES T	1473 Duck Blind Drive	Lot 6, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
NEFF	MICHAEL & NAOKO	1512 Mallard Lake Avenue	Lot 17, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
NICKERSON	ARDDRIE & ERIC	1450 Mallard Landing Blvd	Lot 22, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida. A part of Lot 1 & 2, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida. Further described in OR 862 PG 0847 in the St. Johns County, Florida Official Records.
O'DONNELL	JAMES & MELISSA	1497 Duck Blind Drive	
OLBERDING	GARY L	1455 Mallard Landing Blvd	Lot 4, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
PARKER	MICHAEL & LAURIE	1382 Mallard Landing Blvd N	Lot 43, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.

MALLARD LANDING PARCEL OWNERS

PASCUAL	DENNIS & TERESA	1364 Mallard Landing Blvd N	Lot 39, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
PETERMAN	DONALD & PAULA	1327 Mallard Landing Blvd N	Lot 2, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
PHINESEE	MICHAEL & PATRICIA	1521 Pintail Drive	Lot 93, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
PLYMILL	MICHAEL & SYLVIA	1498 Mallard Landing Blvd	Lot 35, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
REAU	ALFRED & DEBORAH	1363 Mallard Landing Blvd N	Lot 48, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
REGISTER	RAYMOND & DEBRA	1480 Duck Blind Drive	Lot 18, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
RIDENTE	ROGER & PATRICIA	1494 Mallard Landing Blvd	Lot 34, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
RUSSELL	JAMES & JOANN	1502 Mallard Landing Blvd	Lot 36, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
RUSSELL	MICHAEL & REBECCA	1483 Mallard Landing Blvd	Lot 50, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
RUTLEDGE	PHILLIP & TAMARA	1431 Mallard Landing Blvd	Lot 10, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
SCHWOB	CHARLES & KATHLEEN	1525 Pintail Drive	Lot 94, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
SCOTT	JAMES & CAROL	1500 Mallard Lake Ave	Lot 14, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
SELEJAN	DANIEL & LAVINIA	1339 Mallard Landing Blvd N	Lot 85, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
SHINE	DOUGLAS & NINA	1705 Duckwater Court	Lot 18, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
SHORT	JON & DONNA	1495 Mallard Landing Blvd	Lot 47, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.

MALLARD LANDING PARCEL OWNERS

SILVERNESS/MILLER	ANN & SHAUN	520 Roberts Rd	Lot 3, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
SLATE	JEFFREY & TERESA	1400 Ducktail Court	Lot 7, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
SOLANO	MOISES & SHARON	1612 Mallard Nest Way	Lot 30, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
STEELE	CLINT ALLEN	1498 Duck Blind Drive	Lot 22, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
STONE	BRADFORD LEE	1404 Mallard Green Court	Lot 35, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
STORMONT	EDWARD & JENNIFER	1408 Mallard Green Court	Lot 36, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
STOVER	MALCOLM & DELORES	1477 Duck Blind Drive	Lot 5, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
TAYLOR	ALBERT & RODICA	1409 Ducktail Court	Lot 5, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
THIGPEN	STEPHEN & JUDITH	1524 Pintail Drive	Lot 30, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
TUFTS	SHAWN & CHARLENE	1500 Duck Blind Drive	Lot 23, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
TYSON	SANDE & DIANE	650 Roberts Rd	Lot 12, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
VARNADORE	RONNIE & EVELYN	1418 Mallard Landing Blvd	Lot 14, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
VIGLIONE	MARIO & REBECCA	1331 Mallard Landing Blvd N	Lot 1, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
VOGEL	RANDY S / CAROLYN	1479 Mallard Landing Blvd	Lot 51, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
WALSTON	RUNIE & SUSAN	1409 Mallard Green Court	Lot 37, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
WATERS	JEFFREY & CHERYL	720 Roberts Rd	Lot 17, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.

MALLARD LANDING PARCEL OWNERS

WEBB	CHARLES & RHONDA	1515 Mallard Landing Blvd	Lot 42, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
GATES	BARRETT & KELLY	1519 Mallard Landing Blvd	Lot 41, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
WILKERSON	SCOTT & JOANN	1487 Mallard Lake Ave	Lot 24, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
WILLIAMS	CYNTHIA S	1320 Mallard Landing Blvd N	Lot 16, Mallard Landing Unit 4, according to plat thereof as recorded in Map Book 29, Pages 5 and 6, of the public records of St. Johns County, Florida.
WILLIAMS	FREDERIC & APRIL	660 Roberts Rd	Lot 13, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, pages 65 and 66, of the public records of St. Johns County, Florida.
WILLIAMS	PAMELA & DEREK	1507 Mallard Landing Blvd	Lot 44, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
WILLIAMS	KEITH	1491 Mallard Landing Blvd	Lot 48, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
WEYER FAMILY TRUST		1476 Mallard Landing Blvd	Lot 32, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
WOLF	MICHAEL & MARY SUSAN	1484 Mallard Lake Ave	Lot 10, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
WRENN	BOBBY & JERRI	1471 Mallard Lake Ave	Lot 87, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.
ZAMOROS	MARCOS	600 Roberts Rd	Lot 9, Mallard Landing Unit One, a subdivision according to plat thereof as recorded in Map Book 17, page 65, of the public records of St. Johns County, Florida.
ZAPATER	SUSAN	1405 Mallard Green Court	Lot 38, Mallard Landing Unit 3, according to plat thereof as recorded in Map Book 29, Pages 1, 2, 3, and 4, of the public records of St. Johns County, Florida.
ZIESMER	KURT & ALICIA	1504 Mallard Lake Ave	Lot 15, Mallard Landing Unit Two, according to plat thereof as recorded in Map Book 20, pages 57, 58, 59, and 60, of the public records of St. Johns County, Florida.

EXHIBIT C
(Articles of Incorporation)

COPY

ARTICLES OF INCORPORATION
OF
MALLARD LANDING HOMEOWNERS ASSOCIATION, INC.
(A Not for Profit Corporation)

FILED
91 OCT - 7 PM 12:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

Name

The name of this corporation is MALLARD LANDING HOMEOWNERS ASSOCIATION, INC. and is organized pursuant to Chapter 617, Florida Statutes, as amended.

ARTICLE II

Duration

The term of existence of this corporation is perpetual. The corporate existence will commence on the filing of these Articles of Incorporation by the Department of State.

ARTICLE III

Purpose

The general purpose of this corporation is to become the "Association" as set forth in the Declaration of Covenants and Restrictions for MALLARD LANDING by Mallard Landing Associates, Limited, a Florida Limited Partnership for that certain property located in St. Johns County, Florida, said Declaration having been filed in O.R. Book 691, commencing at page 694 of the Public Records of St. Johns County, said Declaration of Covenants and Restrictions and all amendments and modifications thereto being incorporated herein by reference.

Corporation is also entitled to conduct any and all business matters as set forth in Chapter 617, Florida Statutes, as amended from time to time.

ARTICLE IV

Directors

The corporation shall have three (3) members of the initial Board of Directors of the corporation, who will serve until the first election of Directors. In no event, however, shall there be less than three (3) members of the Board of Directors of the corporation. The director shall be elected pursuant to the By-Laws of the corporation. The names and addresses of the initial directors are as follows:

<u>Name</u>	<u>Address</u>
Dennis Koscicki	243 W. Main St. Apopka, Florida 32703
Kenneth Struck	5623 Santa Barbara Drive Hanover Park, Ill
Ilona Koscicki	243 W. Main St. Apopka, Fl 32703

ARTICLE V

Registered Office and Agent

The initial registered office and the principal address of the corporation shall be located at 243 W. Main St., Apopka, Florida 32703.

The initial registered agent of the corporation at that address shall be SOUTHERN SPRINGS DEVELOPMENT CORPORATION, a Florida corporation.

ARTICLE VI

Members

The corporation shall have members. The qualification for membership in this corporation is set forth in the Declaration of

Covenants and Restrictions and the By-laws of the corporation and is regulated thereby. Persons meeting these qualifications will be admitted in the manner set out by this corporation's By-Laws. The members of the corporation shall be the owners of the building lots as described in the Declaration of Covenants and Restrictions for Mallard Landing herein described.

ARTICLE VII

Incorporators

The names and residence addresses of the subscribers of these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
Southern Springs Development Corporation, as General Partner of Mallard Landing 81, Limited, a Florida Limited Partnership	243 W. Main St. Apopka, Fl 32703

IN WITNESS WHEREOF I have subscribed my name on the 2^d day of October, 1991.

MALLARD LANDING 81 LIMITED,
a Florida Limited Partnership

By: Southern Springs
Development Corporation

By: Dennis Koscicki
Dennis Koscicki, President

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, an officer duly authorized to take acknowledgements, personally appeared, DENNIS KOSCICKI, as President of Southern Springs Development, Inc. to me well known to

be the person described in and who executed the foregoing instrument and he swore to and acknowledged before me that he executed the same.

Dated: 10/3/91

[Signature]
Notary Public



"OFFICIAL NOTARY SEAL"
H. H. MORRISON
MY COMM. EXP. 11/26/92

ACCEPTANCE OF REGISTERED AGENT

I HEREBY AM familiar with and accept the duties and responsibilities as registered agent for said corporation.

SOUTHERN SPRINGS DEVELOPMENT CORPORATION

By: [Signature]

Dennis Koscicki, President

EXHIBIT D
(Bylaws)

COPY

BY-LAWS
OF
MALLARD LANDING HOMEOWNERS ASSOCIATION, INC.
A corporation not for profit
under the laws of the State of Florida

ARTICLE I

IDENTITY

Section 1. Identity: These are the By-Laws of MALLARD LANDING HOMEOWNERS ASSOCIATION, INC. hereinafter called "ASSOCIATION", a corporation not for profit organized under the laws of the State of Florida, Chapter 617, Florida Statutes, organized for the purpose of administering the property, as defined in and in accordance with the terms and conditions of the Declaration of Covenants and Restrictions of MALLARD LANDING and any amendments thereto recorded in the Public Records of St. John's County, Florida (hereinafter the "Declaration").

Section 2. Principal Office: The principal office of the Association shall be located at 243 W. Main Street, Apopka, Florida 32703, or such other place designated by the Board of Directors.

Section 3. Fiscal Year: The fiscal year of the Association shall be the calendar year.

Section 4. Seal: The seal of the Association shall bear the name of the Association, the word "Florida" and the year of incorporation.

Section 5. Definitions: The definitions set out in Article I of the Declaration are incorporated herein by reference.

ARTICLE II
MEMBERSHIP

Section 1. Members: The Members of the Association shall consist of all Owners of a Single Family Residential Lot (SFRL) as it is defined in the Declaration, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the SFRL by foreclosure or deed in lieu of foreclosure.

Section 2. Change of Membership: Change of membership in the Association shall be established by recording in the Public Records of St. John's County, Florida, a deed or other instrument establishing record title to a SFRL. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior owner is terminated. The new Owner shall notify the Association of the recording of the deed or other instrument establishing record title and shall furnish the Association with a certified copy of such instrument if required by

the Association.

Section 3. Membership Rights Appurtenant to SFRL: The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the SFRL.

Section 4. Membership Rights Subject to Payment of Assessments: The rights of membership are subject to the payment of annual and special assessments levied by the Association; the obligation of which assessments is imposed against each Owner of a SFRL and becomes a lien upon the SFRL against which assessments are made as provided in Article VII of the Declaration.

Section 5. Suspension of Certain Membership Rights: The membership rights, including the right to vote and the right to use the Common Property (with the exception of any roads needed for ingress and egress), of any Owner who owns a SFRL may be suspended by action of the Board of Directors during the period when any assessments (and any penalties) against the SFRL remain unpaid. Upon payment of such assessments, the Owner's rights and privileges shall be restored by action of the Board of Directors.

ARTICLE III VOTING

Section 1. Classes of Voting Membership: The Association shall have one class of voting membership as set forth in Article VI of the Declaration. One vote shall be allocated to each SFRL owned by a member. When more than one person holds such interest or interests in any SFRL, all such persons shall be members, and the person entitled to cast the vote for the SFRL shall be designated by a Certificate filed with the Secretary of the Association, at any time before the vote is cast, signed by all record owners of the SFRL. If any SFRL is owned by a corporation, a similar certificate shall be required designating the person entitled to cast the vote for such SFRL. Lacking such certificate by multiple owners or corporation, then the vote for that SFRL shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association. Except, however, when title to an SFRL is held by a Husband and wife, they may, but shall not be required to, designate a voting member. If they do not designate a voting member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse present may cast the vote for the SFRL, without establishing the concurrence of the absent spouse. In no event shall more than one vote be cast in respect to any SFRL.

Section 2. Decisions by Designated Representative of Owner: Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision

shall be expressed by the same person who would cast the vote on behalf of the Owners if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration, the Articles of Incorporation of MALLARD LANDING HOMEOWNERS ASSOCIATION, INC. (the "Articles") or these By-Laws.

Section 3. Majority: As used in these By-Laws, the Articles, and the Declaration, the term "majority" shall mean more than fifty percent (50%) of the votes of members of the Association in accordance with the votes as assigned in the Articles, these By-Laws and the Declaration.

Section 4. Quorum: Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members entitled to cast thirty-three percent (33%) of the votes of members of the Association, shall constitute a quorum. The acts of members having a majority of the total votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of members is required by the Declaration, Articles or these By-Laws.

Section 5. Proxy: Votes shall be cast in person or by proxy. Proxies must be signed by the Owner or designated representative entitled to cast the vote for the SFRL, and must be filed with the Secretary or the Association by the appointed time of the meeting or any adjournment thereof. In no event shall any proxy be valid for a period longer than one year after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Owner or designated representative executing it, and shall automatically cease upon sale by the member of his SFRL.

ARTICLE IV MEMBERS' MEETINGS

Section 1. Annual Meeting: The annual meeting of the Association shall be held on the first Tuesday of February of each year for the purpose of electing the Board of Directors and of transacting any other business authorized to be transacted by the members. If the first Tuesday of February is a legal holiday, the meeting shall be held on the next day that is not a legal holiday. The Board of Directors shall have the discretion to hold the annual meeting at any other time during the first two (2) weeks of February of each year which they may deem to be more convenient to the Members of the Association.

Section 2. Location of Meetings: Meetings of the Association shall be held at such place convenient to the Members and as may be designated by the Board of Directors.

Section 3. Calling of Special Meetings: Special meetings of Members shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a

written request from Members entitled to cast a majority of the votes.

Section 4. Notice: Notice of any meetings shall be given to the Members by any officer of the Association or agent designated by the Board of Directors for the purpose of giving notice. Notice may be given to the Member either personally, or by sending a copy of the notice through the mails, postage thereon fully prepaid to the Member's address appearing on the books of the Association. The notice shall contain the time and place of the meeting and the purpose of the meeting. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting. Notice of meetings may be waived before or after meetings.

Section 5. Failure to Reach Quorum: If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either by proxy or in person, may adjourn the meeting from time to time until a quorum is present. In the event they are unable to obtain a quorum, upon scheduling and noticing a new meeting, the quorum requirement shall be 1/2 of the quorum requirement for the original meeting.

Section 6. Minutes: The Association shall maintain minutes of each meeting of the membership and the Board of Directors in a businesslike manner and the minutes shall be kept in a book available for inspection by Owners or their authorized representatives at any reasonable time.

ARTICLE V BOARD OF DIRECTORS

Section 1. Size of Board of Directors: The affairs of the Association shall be managed by a Board of Directors of no less than three (3) Directors, provided the Board of Directors shall always be composed of an odd number of Directors.

Section 2. Term of Board of Directors:

(a) Members of the Board of Directors, unless otherwise provided in these By-Laws, shall be elected at the annual meeting of Members of the Association. The name or names receiving the largest number of votes shall be elected. At such election the Owner of each SFRL or its proxy may cast, as to each vacancy on the Board of Directors, the number of votes allocated to the Owner of a SFRL by virtue of Article III of these By-Laws. Directors need not be Members of the Association.

(b) Except as to vacancies provided by removal of Directors by Members, vacancies on the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors. Any such appointed Director shall hold office until his successor is elected by the Members.

(c) Any Director may be removed with or without cause, by concurrence of a majority of the votes cast by members at a special meeting of the Members called for that purpose. A special meeting of the Members to recall a Director or Directors may be called by members entitled to cast twenty-five percent (25%) of the votes of members giving notice of the meeting in the same manner required for a notice of a special or annual meeting, and the notice shall state the purpose of the meeting. The vacancy on the Board of Directors so created shall be filled by the Members of the Association at the same meeting.

Section 3. First Meeting of Board of Directors: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no further notice of the first meeting shall be necessary.

Section 4. Regular Meetings of Board of Directors: Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 5. Special Meetings of Board of Directors: Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the meeting time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary or Treasurer in like manner and on like notice on the written request of at least a majority of the Directors.

Section 6. Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 7. Quorum at Meeting of Board of Directors: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of

a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

Section 8. Action by Consent: Any action which is required to or may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing setting forth the action so to be taken is signed by all of the Directors and is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

Section 9. Directors' Fees: There shall be no Director's Fee paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

Section 10. Powers and Duties of Board of Directors: The Board of Directors shall have the powers and duties necessary for administration of the affairs of the Association and may do all such acts and things as are not by law or by the By-Laws directed to be done by the Members. In addition to the duties and powers imposed by these By-Laws, the Declaration or by resolution of the Association, the Board of Directors may do the following:

(a) make and collect assessments against Owners of a SFRL to defray the costs, expenses and losses of the Association.

(b) use the proceeds from assessments in the exercise of its powers and duties.

(c) maintain, repair, replace, and operate the Common Property.

(d) contract for the management and maintenance of the Property as is provided for in the Declaration and Articles, and to authorize the management agent, if any, to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of such areas of the Property as provided in the Declaration. The Association shall, however, retain at all times the powers and duties set out herein, in the Declaration and in the Articles.

(e) enforce by legal means, the provisions of the Declaration, Articles and these By-Laws.

(f) employ personnel to perform the services required for proper operation of the Property and the Association, and to supervise all such employees.

(g) purchase insurance for the protection of the Association and its members, as well as liability insurance for the protection of the officers and directors of the Association.

(h) make and amend reasonable rules and regulations respecting the use of the property.

(i) reconstruct the improvements on the Common Property after casualty thereto and to further improve the Property.

ARTICLE VI OFFICERS

Section 1. Officers: The principal officers of the Association shall be a President, a Secretary, and a Treasurer. The President shall be elected from the membership of the Board of Directors, but no other officer need to be a Director. The Directors may appoint a Vice-President, an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any person may hold more than one office except the President.

Section 2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of each new Board, and shall hold office at the pleasure of the Board. Vacancies in any office shall be filled by the Board at any duly held Director's meeting.

Section 3. Removal of Officers: Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. Compensation: There shall be no compensation paid to the Officers except that officers shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

Section 5. President: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an association including, but not limited to, the power to appoint committees from among the members, from time to time, as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association. The President shall also see that orders and resolutions of the Board of Directors are carried out, and sign all notes, checks, contracts, or other written instruments on behalf of the Association.

Section 6. Vice President: The Vice President, if appointed, shall perform all duties of the President in his absence, or if the President is unable to perform such duties. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to so do on

an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 7. Secretary: The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, record all votes, and record names and addresses of all members of the Association. He shall keep such books and papers as the Board of Directors may direct.

Section 8. Treasurer: The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association in accordance with good accounting purposes. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification: Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative, or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

Section 2. Expenses: Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative, or investigative shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these By-Laws.

Section 3. Insurance: The Association shall have the power

to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association, as a Director, or officer of another association or corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these By-Laws. The Association shall purchase liability insurance on behalf of any person who is or was a Director or officer of the Association, insuring against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such.

ARTICLE VIII BUDGET AND ASSESSMENTS

Section 1. Budget: The Board of Directors shall adopt a yearly budget running from January 1 through December 31 of each year, which shall include the estimated funds required to defray the current expenses and may provide funds for deferred maintenance, replacement reserves, and betterments.

(a) Current expenses shall include, but not be limited to:

(i) Professional and management fees and expenses;

(ii) Expenses of any utility service or refuse collection not individually billed to each SFRL;

(iii) Administration, operation and salary expenses of the Association.

(iv) Expenses of maintenance and repair of Common Property and as otherwise provided in the Declaration.

(v) Any other current expenses necessary or desirable, in the judgment of the Association, to keep the Property neat and attractive or to preserve or enhance the value of the property, or to eliminate fire, health, or safety hazards, or, which in the judgment of the Association, may be of general benefit to the Owners, or which is required by the Declaration to be done by the Association.

(b) Deferred maintenance reserves shall include those maintenance items that occur less frequently than annually.

(c) Replacement reserves shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments shall include funds for capital expenditures for additional improvements to the Common Property, provided, however, that in the expenditures made from this fund, no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a

single item or for a single person without approval of a majority of the votes of members present at a meeting of the Association which was properly noticed and included in its notice the expenditure as an item to be considered by the membership at the meeting.

Section 2. Annual and Special Assessments: Annual assessments against the owners for their shares of the items of the budget shall commence upon the conveyance of the first SFRL to an owner other than the Grantor which Owner intends to occupy the SFRL. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period and shall provide written notice of same to every owner subject thereto. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Annual assessments after the first annual assessment shall be made in advance. Such assessments shall be due on April 1 of the assessment year, but at the discretion of the Board of Directors, may be payable in monthly or quarterly installments, which shall be payable in advance unless said payment arrangement is changed by action of the Board. Assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment and payments thereon shall be due in advance until changed by an amended assessment.

The Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-third (2/3) of the votes of each members who are voting in person or by proxy at a meeting duly called for that purpose and at which a quorum was present, unless the special assessment is required due to the inadequacy of the insurance proceeds to cover the costs of repair to the Common Property as required in Article IV, Section 1 of the Declaration. Notice and quorum requirements for any meeting called for the purpose of increasing the annual assessment beyond the maximum annual assessment shall be as provided in Section 5, Article IV of the Declaration.

Both annual and special assessments for the purposes set forth in Section 4, Article IV of the Declaration must be fixed at a uniform rate for all SFRL's and any increase must be applied uniformly for all members. In the event that an owner or his family, guests or invitees damage the Common Property as provided in the Declaration or fails to maintain his SFRL as described in the Declaration, such SFRL may be subjected to a nonuniform assessment for payment of such costs.

Section 3. Default in Paying Assessments: Any annual assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum, but in no event more than the highest amount allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the SFRL.

Section 4. Depository: The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Board of Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks or other withdrawal procedure signed or authorized by such persons as provided by the Board of Directors.

Section 5. Fidelity Bonds: Fidelity bonds shall be obtained by the Board of Directors for all officers, employees, and members of the Board of Directors and all other persons who control or disburse the funds of the Association or administered by the Association, and for all other persons handling or responsible for funds of or administered by the Association. The Fidelity Bonds shall meet all requirements of FNMA. The premiums on such bonds shall be paid by the Association.

ARTICLE IX AMENDMENT

Section 1. These By-Laws may be amended at any regular or special meeting of the Members, by a vote of two-thirds (2/3) of the votes of each member present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles may not be amended except as provided in the Articles or applicable law, and provided further that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in such Declaration. Until the Turnover Date, these By-Laws may be amended by the Board of Directors passing a resolution adopting the proposed amendment.

Section 2. Conflict: In a case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

EXHIBIT E
(Graphic Depiction/Plats)

COPY

MY COMMISSION EXPIRES: 11/01/2015

CHARLES BASSETT & ASSOCIATES, INC.
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE, FLORIDA

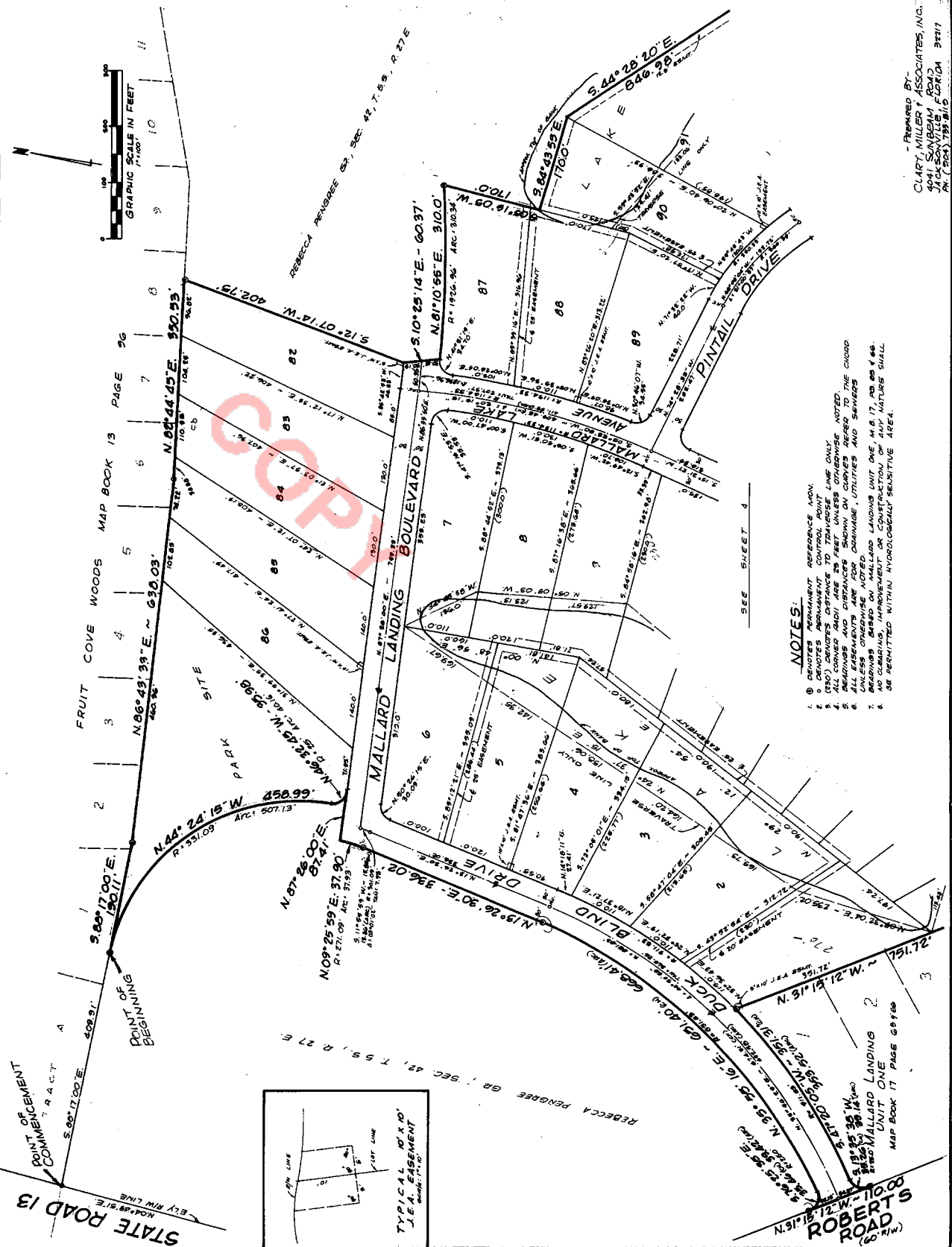
By: Arthur L. Campbell 8-15-84

MALLARD LANDING UNIT TWO

ST. JOHNS COUNTY, FLORIDA

MAP BOOK 20 PAGE 58

SHEET 2 OF 4 SHEETS



- NOTES:**
1. 0 DENOTES PERMANENT REFERENCE MON.
 2. 0 DENOTES PERMANENT CONTROL POINT
 3. (E.O.) DENOTES DISTANCE TO TRAVERSE
 4. (E.O.) DENOTES DISTANCE TO TRAVERSE
 5. BEARINGS AND DISTANCES SHOWN ON CURVES BECAME TO THE CURVE
 6. ALL EASEMENTS ARE FOR DRAINAGE, UTILITIES AND SERVICES
 7. UNLESS OTHERWISE NOTED, ALL LOTS ARE 1/4 AC.
 8. NO CLEARING, IMPROVEMENT OR CONSTRUCTION OF ANY NATURE SHALL BE PERMITTED WITHIN HYDROLOGICALLY SENSITIVE AREA.

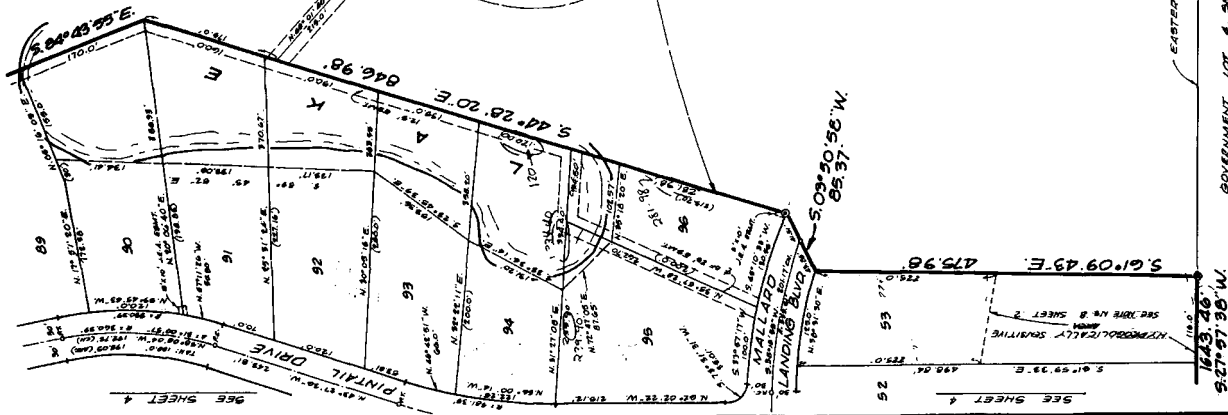
Prepared By:
CLARY MILLER ASSOCIATES, INC.
4041 SW 11th Ave.
Jacksonville, Florida 32217
PH: (904) 795-8115

MALLARD LANDING UNIT TWO

ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 20 PAGE 59

SHEET 3 OF 4 SHEETS
SEE SHEET 2 FOR NOTES.



COPY

FRUIT COVE WOODS
MAP BOOK 13 PAGE 96

PREPARED BY:
CLAYTON HALLER & ASSOCIATES, INC.
1001 S. W. 10TH AVE.
MIAMI, FLORIDA 33135
(305) 795-0175

REBECCA PENGREE BR. SECTION 42, TWP 5 S. R. 26 E. AREA
FUTURE DEVELOPMENT

EASTERLY LINE OF SECTION 42

GOVERNMENT LOT 4, SEC. 5, T. 4 S., R. 27 E.

GOVERNMENT LOT 5, SEC. 5, T. 5 S., R. 27 E.

M16.71'

MALLARD LANDING UNIT 3

55.56 ACRES

SECTION 42 TOWNSHIP 5 SOUTH RANGE 27 EAST

ST. JOHNS COUNTY, FLORIDA

CAPTION

A TRACT OF LAND BEING A PART OF THE REBECCA PENGREE GRANT, ALSO PART OF SECTION 42, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA;

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at the northeast corner of Lot 82, Mallard Landing Unit Two, according to Map Book 20, Page 57 through 66, as recorded in the public records of said St. Johns County; thence run North 9 degrees 14 minutes East, along the southerly boundary of Fruit Cove Woods, adjacent to Map Book 13, Page 96, as recorded in said public records, North 20 degrees 44 minutes East, 54.57 feet; thence North 79 degrees 40 minutes West, 70.00 feet; thence South 83 degrees 18 minutes East, 33.69 feet; thence North 70 degrees 40 minutes West, 70.00 feet; thence South 83 degrees 18 minutes East, 33.69 feet; thence North 73° 30' west, along the easterly line of said Section 18; thence South 27 degrees 57 minutes East, 87.67 feet to a point Wpg on the easterly line of said Section 18; thence South 27 degrees 57 minutes East, 38 seconds West, along said easterly line, 1977.37 feet to the northeast corner of Lot 53 of afore-said Mallard Landing Unit Two; thence run the next eight courses along the northeasterly boundary of said Mallard Landing Unit Two, North 61 degrees 09 minutes East, 43 seconds West, 475.98 feet; thence North 03 degrees 50 minutes East, 59 seconds West, 85.37 feet; thence North 44 degrees 28 minutes West, 20 seconds West, 846.98 feet; thence North 64 degrees 43 minutes East, 55 seconds West, 770.00 feet; thence North 05 degrees 16 minutes West, 43 seconds East, 199.99 feet; thence on the arc of a curve concave to the northeasterly and having a radius of 199.99 feet, North 12 degrees 25 minutes East, 81.66 feet to the Point of Beginning.

Containing 55.56 acres, more or less.

CERTIFICATE OF APPROVAL AND ACCEPTANCE

This is to certify that on this 9th day of May, 1995, the foregoing plat was approved and accepted by the Board of County Commissioners of St. Johns County, Florida. This acceptance shall not be deemed as requiring construction or maintenance by St. Johns County of any part of said subdivision.

Board of County Commissioners of St. Johns County, Florida

By: Brenda Ward
Chairman

CERTIFICATE OF APPROVAL OF THE PLANNING AND ZONING DEPARTMENT

This is to certify that this plat has been examined and approved by the County Planning and Zoning Department for St. Johns County, Florida on this 17th day of MAY, 1995.

St. Johns County Planning and Zoning Official

CERTIFICATE OF COUNTY ATTORNEY

This is to certify that this plat has been examined and approved by the Office of the County Attorney for St. Johns County, Florida on this 21st day of MAY, 1995.

By: David J. Rando
Office of the St. Johns County Attorney

CERTIFICATE OF CLERK

This is to certify that this plat has been examined and approved and that it complies in form with the requirements of Chapter 177, Florida Statutes, and is recorded in Map Book 89 Pages 1-4 of the Public Records of St. Johns County, Florida on this 16 day of August, 1995.

Paul-B. Markel
Clerk of the Circuit Court

ADOPTION AND DEDICATION

[illegible]

Those elements designated as "J.E.A. Elements" except those designated as "7.5 J.E.A. Element," are hereby irrevocably dedicated to the Jacksonville Electric Authority, the successors and assigns of the Jacksonville Electric Authority, for its non-excludable use in conjunction with the Jacksonville Electric Authority's power plant and transmission and distribution system. The Jacksonville Electric Authority, the successors and assigns for its non-excludable use in conjunction with the Jacksonville Electric Authority's power plant and transmission and distribution system. Provided no parallel utilities may be installed within those elements designated as "7.5 J.E.A. Element."

IN WITNESS WHEREOF, Madair Landing Phases III and IV, Limited Partnership, has caused these presents to be signed by its General Partner hereto this 16 day of April, 1995.

BY: SOUTHERN SPRINGS DEVELOPMENT CORPORATION
A FLORIDA CORPORATION
[Signature] (PRESIDENT)

Marilyn H. Horne
WITNESS (NAME & SIGNATURE)

John M. McLara
WITNESS (NAME & SIGNATURE)

THE FOREGOING adoption and dedication was acknowledged before me this 1st day of April, 1995, by David S. Maselick as President of Southern Springs Development Corporation, a Florida Corporation, as General Partner of Mallard Landing Phases III and IV, Limited Partnership, a Florida Limited Partnership, on behalf of said partnership, who is personally known to me or has produced Florida Driver's License as identified by me.

Roberta A. Wood
Notary Public
State of Florida at Large
My Commission expires: July 9, 1998
My Commission number: _____
NOTARY PUBLIC, State of Florida
MY COMMISSION EXPIRES JULY 9, 1998

JOINDER AND CONSENT TO ADOPTION AND DEDICATION

This is to certify that Peoples First Financial Savings and Loan, a Florida Banking Corporation, is the holder of a mortgage upon the above described property, to be known as the Lightning Unit and that the earnings and principal payments on this mortgage are to be paid to the above named beneficiary. The mortgage is subject to the above named deed and the above named declaration of the lands described above by the same tenor, and copies of that mortgage, which is recorded in Official Records Book 1823 Page 148, of the public records of St. Johns County shall be subordinated to the above declaration.

Signed, sealed and delivered in the presence of:
above dedication.

BY: PEOPLES FIRST FINANCIAL SAVINGS AND LOAN

WITNESS (NAME & SIGNATURE) HEATHER S. GALE S

Don't know

WITNESS (NAME & SIGNATURE) R. DARLENE ROUNDA

STATE OF FLORIDA

COUNTY OF ST. JOHNS

THE FOREGOING joinder and consent to adoption and dedication was acknowledged before me this 13th day of APRIL, 1995, by Roger Sutton as President of Peoples First Financial Savings and Loan Association, on behalf of some

Notary Public
State of Florida at Large
My Commission expires: April 27, 1993
My Commission number: 6518568

SURVEYOR'S CERTIFICATE

Known all men by these present, that the undersigned, being currently licensed and registered by the State of Florida, as a Land Surveyor, does hereby certify that he has completed the survey of Block 4 of the Forested plot, that said plot is a true and correct survey of Block 4 of the Forested plot, that said survey was made in accordance with the direction and supervision, and that the survey data complies with all of the requirements of Chapter 177, Florida Statutes as amended, that Permanent Reference Monuments have been placed in accordance with Section 177.091 (7), and Permanent Control Points will be set in accordance with Section 177.091 (8).

Signed and Sealed this 20th day of April 1985.

L. O. Bradley
Florida Registered Land Surveyor No. 1380

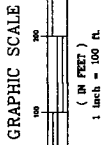
L. U. Brady
Florida Registered Land Surveyor No. 1380

PREPARED BY
D. BRADLEY LAND SURVEYOR
5274 RAMONA BOULEVARD
JACKSONVILLE, FLORIDA
TELEPHONE (904) 786-6400

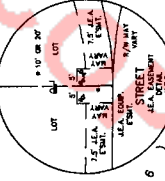
MALLARD LANDING UNIT 3

55.56 ACRES

SECTION 42 TOWNSHIP 5 SOUTH RANGE 27 EAST
ST. JOHNS COUNTY, FLORIDA



JURISDICTIONAL WETLAND AREA AND/OR CONSERVATION EASEMENT NOTE
Current law provides that no construction, filling, removal of earth, cutting of trees or other plants shall take place within the jurisdictional wetland area and/or conservation easement area without the approval of the St. Johns County Board of Environmental Regulation and the St. Johns County Board of Planning and Zoning. It is the responsibility of the lot owner, his agent and the entity performing any activity within the wetland area and/or conservation easement to acquire the necessary written approvals prior to the beginning of any work. This wetland and/or easement line may be superseded and redefined from time to time by the appropriate government agencies.



GENERAL NOTES

- 1) Permanent Reference Monuments shown thus: ■
- 2) Permanent Control Points shown thus: ●
- 3) Tabulated Curve Data shown thus: C5 (SEE SHEET No 4)
- 4) Bearings hereon are based on N.44°28'20"W. for the northeasterly boundary line of Mallard Landing Unit 2, according to map recorded in Plat Book 20, Pages 57 thru 60 of the public records of St. Johns County, Florida.
- 5) The public records of St. Johns County, Florida, are hereby acknowledged as correct, unless noted otherwise.
- 6) "NOTICE" there may be additional restrictions and easements that are not recorded on this plat that may be found in the public records of this county.
- 7) All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and service of an electric, telephone, gas, water, or other utility.
- 8) The facilities and service of any damage the facilities of a public utility, it shall be solely responsible for the damages.
- 9) All lot lines are radial unless noted thus: NR (not radial)
- 10) Minimum Finished Floor Elevations hereon were obtained from Consulting Engineers' Plans.
- 11) Certain easements are reserved for the exclusive use of the Jacksonville Electric Authority for use in conjunction with the underground electrical distribution system.
- 12) Lots 21, 30 and 31 are hereby reserved for the use of the Jacksonville Electric Authority.
- 13) Unobstructed means no permanent structures will be allowed within any unobstructed easements. The following are those items that will be allowed: fences, shrubbery or hedges.

LINE	CONSERVATION EASEMENT
L1	N 81°10'55" E 370.00'
L2	N 81°10'55" E 370.00'
L3	N 81°10'55" E 370.00'
L4	N 81°10'55" E 370.00'
L5	N 81°10'55" E 370.00'
L6	N 81°10'55" E 370.00'
L7	N 81°10'55" E 370.00'
L8	N 81°10'55" E 370.00'
L9	N 81°10'55" E 370.00'
L10	N 81°10'55" E 370.00'
L11	N 81°10'55" E 370.00'
L12	N 81°10'55" E 370.00'
L13	N 81°10'55" E 370.00'
L14	N 81°10'55" E 370.00'
L15	N 81°10'55" E 370.00'
L16	N 81°10'55" E 370.00'
L17	N 81°10'55" E 370.00'
L18	N 81°10'55" E 370.00'
L19	N 81°10'55" E 370.00'
L20	N 81°10'55" E 370.00'

LEGEND	
M.B.	Map Book
C.M.	Concrete Monument
P.C.	Point of Curvature
P.T.	Point of Tangency
P.R.C.	Point of Reverse Curve
q	Centerline
E'SMT.	Easement
DRNG	Drainage

SEE NOTE 11 HEREON	
LOT	MINIMUM FINISHED FLOOR ELEVATION
34	25.00
35	24.50
36	24.50
37	24.50
38	24.50
39	24.50
40	24.00
41	23.50
42	23.00
43	23.00
44	23.50
45	24.00
46	24.50
47	25.00
48	25.00
49	25.00
50	25.00

MALLARD LANDING UNIT TWO
(M.B. 20 PGS. 57-60)

PLAT PREPARED BY
L. D. BRADLEY LAND SURVEYOR
5274 RAMONA BOULEVARD
JACKSONVILLE, FLORIDA 32216
TELEPHONE (904) 708-6400

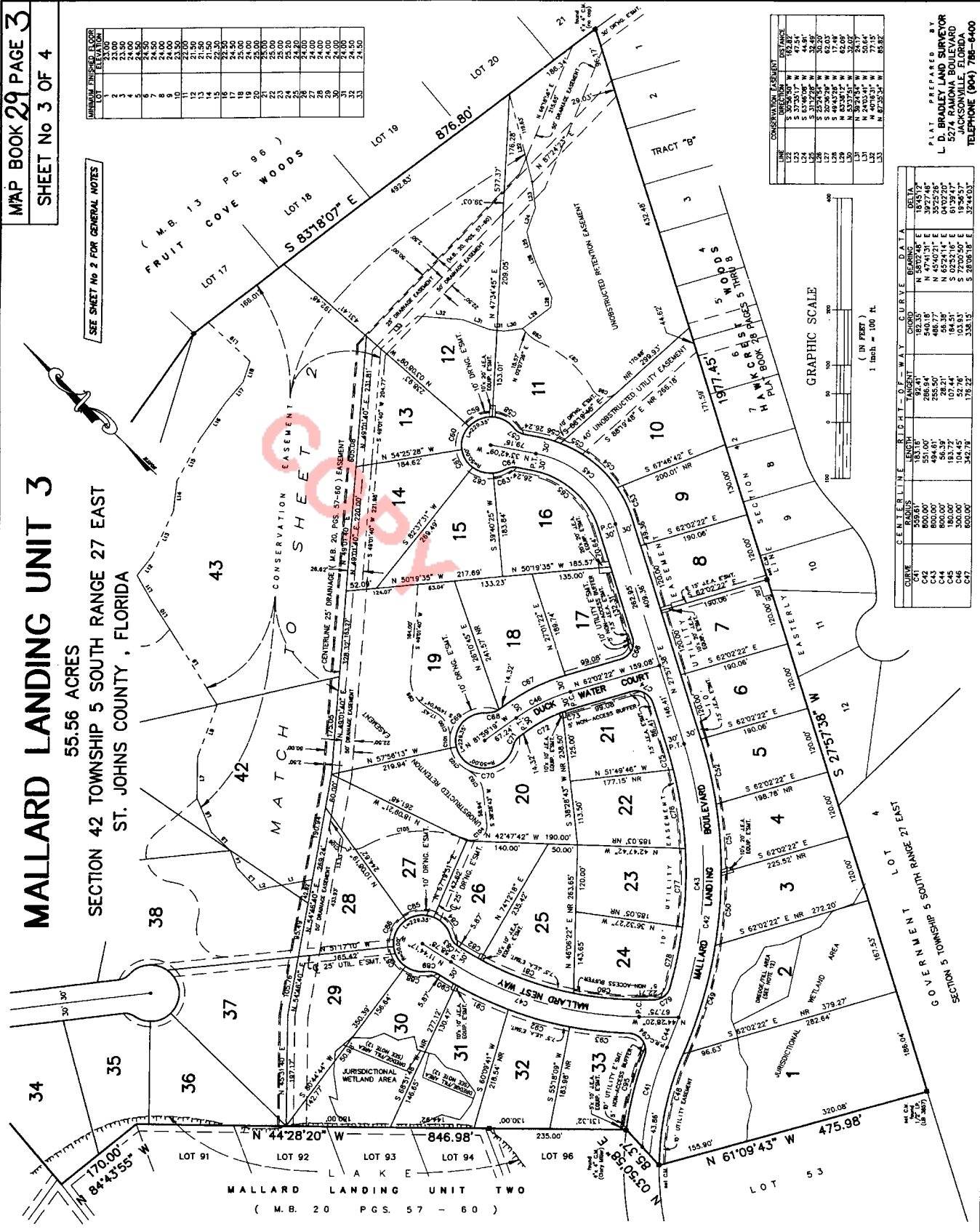
MALLARD LANDING UNIT 3

55.56 ACRES

SECTION 42 TOWNSHIP 5 SOUTH RANGE 27 EAST
ST. JOHNS COUNTY, FLORIDA

SEE SHEET No 2 FOR GENERAL NOTES

LOT	MINIMUM FINISHED FLOOR AREA
1	23.00
2	23.00
3	24.00
4	24.00
5	24.50
6	24.50
7	24.50
8	24.50
9	24.00
10	23.50
11	22.00
12	21.50
13	21.50
14	21.50
15	22.50
16	22.50
17	25.00
18	25.00
19	24.00
20	25.00
21	25.00
22	25.00
23	25.00
24	25.20
25	24.20
26	24.00
27	24.00
28	24.00
29	24.00
30	24.00
31	24.00
32	24.50
33	24.50



LINE	CONSERVATION EASEMENT		DISTANCE
	DIRECTION		
L22	S 30°36'50" W		182.82
L23	S 37°33'17" W		47.54
L24	S 63°46'08" W		44.98
L25	S 32°36'50" W		44.98
L26	S 23°24'54" W		26.25
L27	S 20°56'29" W		62.03
L28	S 49°43'28" W		17.49
L29	S 83°38'12" W		62.09
L30	N 53°37'51" W		32.02
L31	N 36°24'54" W		24.17
L32	N 40°16'31" W		50.64
L33	N 47°03'41" W		77.15

CURVE	CENTERLINE RAIUS	LENGTH	RIGHT-OF-WAY	CURVE	DATA
C41	359.61'	141.18'	ANGENT	CHORD	BEARING
C42	800.00'	551.00'	268.94'	540.18'	N 15°42' E
C43	800.00'	494.61'	255.50'	468.77'	N 45°42' E
C44	800.00'	56.39'	28.21'	56.39'	N 45°42' E
C45	180.00'	193.79'	107.44'	164.51'	N 65°24' E
C46	300.00'	104.45'	52.76'	103.93'	S 82°53' E
C47	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C48	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C49	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C50	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C51	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C52	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C53	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C54	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C55	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C56	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C57	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C58	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C59	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C60	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C61	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C62	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C63	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C64	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C65	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C66	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C67	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C68	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C69	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C70	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C71	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C72	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C73	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C74	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C75	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C76	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C77	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C78	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C79	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C80	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C81	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C82	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C83	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C84	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C85	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C86	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C87	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C88	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C89	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C90	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C91	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C92	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C93	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C94	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C95	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C96	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C97	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C98	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C99	300.00'	104.45'	52.76'	103.93'	S 72°00' E
C100	300.00'	104.45'	52.76'	103.93'	S 72°00' E

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MALLARD LANDING UNIT 3

55.56 ACRES

SECTION 42 TOWNSHIP 5 SOUTH RANGE 27 EAST
ST. JOHNS COUNTY, FLORIDA

MAP BOOK 29 PAGE 4
SHEET No 4 of 4

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1895.96'	78.69'	39.35'	78.69'	N 84°42'23" E	02°22'37"
C2	500.00'	397.82'	210.12'	387.41'	S 60°43'26" W	45°35'14"
C3	500.00'	368.39'	193.96'	361.05'	N 62°21'10" E	42°19'48"
C4	300.00'	184.38'	95.20'	184.38'	N 55°33'53" E	02°16'41"
C5	1928.96'	76.62'	38.31'	76.61'	S 80°02'23" W	06°56'57"
C6	530.00'	337.65'	174.78'	331.98'	S 65°15'57" W	36°30'11"
C7	530.00'	42.37'	25.58'	38.93'	N 87°28'20" E	80°54'57"
C8	530.00'	21.68'	11.34'	21.21'	S 72°15'54" W	41°24'35"
C9	500.00'	29.51'	15.20'	29.08'	S 27°33'59" E	33°48'43"
C10	500.00'	38.86'	21.06'	38.81'	S 67°18'33" E	45°40'26"
C11	500.00'	72.96'	36.48'	72.96'	S 35°38'30" E	89°43'27"
C12	500.00'	21.68'	11.34'	21.21'	S 72°15'54" W	41°24'35"
C13	500.00'	30.66'	15.33'	30.66'	N 06°26'55" W	81°14'33"
C14	500.00'	47.77'	23.89'	47.77'	N 06°26'55" W	81°14'33"
C15	500.00'	28.40'	14.21'	28.39'	N 70°07'47" E	06°01'37"
C16	500.00'	21.68'	11.34'	21.21'	N 86°09'07" W	41°24'35"
C17	500.00'	30.17'	15.58'	29.71'	N 82°43'52" W	34°34'06"
C18	500.00'	42.10'	22.39'	40.67'	S 55°51'39" W	48°14'52"
C19	500.00'	52.42'	28.91'	50.05'	S 01°42'15" W	60°03'57"
C20	500.00'	33.40'	16.72'	33.39'	N 62°28'30" W	88°17'33"
C21	500.00'	21.68'	11.34'	21.21'	S 57°28'16" W	51°24'45"
C22	500.00'	55.06'	27.60'	55.00'	N 68°21'47" E	09°53'37"
C23	500.00'	113.35'	57.75'	113.78'	S 53°39'22" W	19°51'13"
C24	500.00'	33.40'	16.72'	33.39'	S 40°48'47" W	05°47'58"
C25	500.00'	57.00'	28.53'	56.96'	N 41°24'16" E	06°56'58"
C26	500.00'	200.26'	101.67'	198.74'	N 57°05'05" E	24°24'45"
C27	500.00'	80.77'	40.39'	80.76'	S 84°45'25" W	02°28'44"
C28	500.00'	93.67'	48.33'	93.67'	S 02°22'59" W	107°20'17"
C29	500.00'	48.33'	24.17'	48.33'	S 13°59'59" W	88°06'18"
C30	500.00'	12.58'	6.29'	12.58'	S 01°13'36" E	70°43'38"
C31	500.00'	61.72'	35.48'	57.88'	S 09°13'36" E	59°02'30"
C32	500.00'	51.52'	28.31'	48.27'	N 64°35'27" E	75°27'47"
C33	500.00'	66.47'	40.82'	63.25'	N 53°34'56" W	19°56'57"
C34	500.00'	48.75'	24.52'	48.67'	N 21°20'23" W	13°58'40"
C35	500.00'	106.27'	55.50'	106.96'	N 43°50'16" W	31°01'06"
C36	500.00'	66.47'	40.82'	63.25'	N 20°06'56" W	78°27'47"
C37	500.00'	131.68'	67.18'	130.39'	N 57°08'40" E	27°56'38"
C38	500.00'	183.16'	92.41'	182.35'	N 58°02'48" E	18°45'12"
C39	500.00'	288.14'	144.07'	284.19'	N 47°41'31" E	39°27'46"
C40	500.00'	494.81'	250.50'	488.53'	N 47°41'31" E	39°27'46"
C41	500.00'	58.39'	28.21'	58.38'	N 65°24'14" E	03°02'20"
C42	500.00'	107.44'	52.76'	104.45'	S 02°52'16" E	61°39'47"
C43	500.00'	104.45'	52.76'	103.93'	S 28°06'18" E	19°56'57"
C44	500.00'	342.79'	176.22'	338.15'	S 28°06'18" E	32°44'03"
C45	500.00'	204.47'	103.53'	203.20'	S 56°21'47" W	22°07'15"
C46	500.00'	199.30'	100.13'	198.82'	S 60°32'40" W	13°45'29"
C47	500.00'	128.68'	64.57'	128.76'	N 49°33'05" E	08°53'50"
C48	500.00'	123.05'	61.64'	122.94'	N 40°31'15" E	08°29'41"
C49	500.00'	60.82'	30.82'	60.82'	N 32°07'01" E	08°18'46"
C50	500.00'	120.52'	60.82'	120.52'	N 32°07'01" E	08°18'46"
C51	500.00'	84.24'	42.70'	84.24'	N 06°16'59" W	22°59'05"
C52	500.00'	42.37'	21.30'	42.37'	S 28°32'48" E	10°18'47"
C53	500.00'	21.21'	11.34'	21.21'	N 12°59'52" W	41°24'35"
C54	500.00'	42.38'	21.30'	42.38'	S 67°48'42" E	50°42'54"
C55	500.00'	44.26'	22.63'	44.26'	S 67°48'42" E	50°42'54"
C56	500.00'	38.81'	19.67'	38.81'	N 08°01'01" E	42°57'08"
C57	500.00'	37.48'	18.97'	36.81'	N 28°51'02" W	42°57'08"
C58	500.00'	21.63'	10.99'	21.46'	N 62°43'09" W	24°47'08"
C59	500.00'	21.68'	11.34'	21.21'	S 54°24'26" E	41°24'35"
C60	500.00'	161.43'	89.53'	153.75'	S 02°52'16" E	61°39'47"
C61	500.00'	42.43'	30.00'	42.43'	S 72°57'38" W	90°00'00"
C62	500.00'	114.90'	58.04'	114.32'	S 72°00'50" E	19°58'57"
C63	500.00'	21.68'	11.34'	21.21'	N 61°17'01" W	41°24'35"
C64	500.00'	21.68'	11.34'	21.21'	N 61°17'01" W	41°24'35"
C65	500.00'	135.67'	289.91'	97.72'	N 65°40'03" E	152°17'29"
C66	500.00'	21.68'	11.34'	21.21'	N 77°16'24" E	41°24'35"
C67	500.00'	70.55'	35.48'	70.35'	S 74°30'08" E	14°58'18"
C68	500.00'	23.46'	11.73'	23.45'	S 64°31'41" E	04°58'38"
C69	500.00'	47.12'	30.00'	42.43'	N 17°02'22" W	90°00'00"
C70	500.00'	38.93'	19.47'	38.92'	N 29°24'32" E	02°53'47"
C71	500.00'	142.84'	71.63'	142.64'	N 36°10'17" E	10°57'44"
C72	500.00'	140.34'	70.36'	140.14'	S 46°42'26" W	10°26'33"
C73	500.00'	139.53'	71.63'	139.53'	N 55°36'45" E	08°06'06"
C74	500.00'	113.81'	57.19'	113.81'	S 38°44'34" E	17°23'37"
C75	500.00'	171.29'	86.30'	170.85'	S 24°21'55" E	17°10'06"
C76	500.00'	40.36'	20.19'	40.35'	S 13°46'00" E	04°03'26"
C77	500.00'	21.68'	11.34'	21.21'	S 08°58'01" W	41°24'35"
C78	500.00'	45.68'	24.57'	44.10'	S 03°30'04" W	52°20'27"
C79	500.00'	51.07'	27.26'	47.86'	S 51°15'55" E	57°11'32"
C80	500.00'	53.60'	29.70'	51.07'	S 69°25'34" E	61°28'28"
C81	500.00'	41.86'	22.24'	40.65'	N 14°43'47" E	47°58'06"
C82	500.00'	30.00'	15.02'	30.03'	N 13°26'14" E	07°43'54"
C83	500.00'	100.17'	50.19'	100.07'	N 19°01'29" W	08°06'37"
C84	500.00'	110.37'	55.33'	110.23'	N 28°35'55" W	10°02'16"
C85	500.00'	102.22'	51.22'	102.11'	N 38°15'56" W	09°17'46"
C86	500.00'	56.27'	40.89'	48.38'	S 10°49'06" W	107°27'50"
C87	500.00'	133.96'	67.27'	133.67'	S 58°02'29" W	13°01'04"
C88	500.00'	45.42'	32.05'	39.43'	S 36°16'56" E	104°05'45"
C89	500.00'	128.61'	67.17'	127.35'	N 02°47'56" W	37°07'46"
C90	500.00'	128.61'	67.17'	127.35'	N 02°47'56" W	37°07'46"
C91	500.00'	54.95'	30.62'	52.22'	S 17°24'52" E	63°52'42"
C92	500.00'	17.63'	8.88'	17.56'	N 40°28'48" E	18°50'00"
C93	500.00'	51.56'	26.39'	49.99'	N 07°28'43" E	48°14'09"
C94	500.00'	48.56'	26.39'	46.68'	N 10°39'11" E	55°39'04"
C95	500.00'	51.81'	42.22'	43.02'	N 82°09'18" W	118°43'58"
C96	500.00'	183.29'	98.65'	176.94'	S 49°02'36" E	52°30'33"
C97	500.00'	90.81'	85.93'	72.53'	S 10°15'36" E	130°04'32"
C98	500.00'	30.01'	15.01'	30.00'	N 71°07'12" E	03°39'28"
C99	500.00'	86.89'	43.47'	86.57'	N 78°13'59" E	10°34'07"

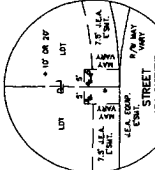
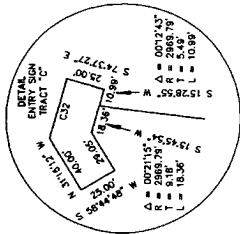
PLAT PREPARED BY
L. D. BRADLEY LAND SURVEYOR
5274 RAINONA BOULEVARD
JACKSONVILLE, FLORIDA
TELEPHONE (904) 788-6400

MALLARD LANDING UNIT 4

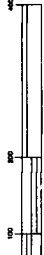
16.73 ACRES

SECTION 42 TOWNSHIP 5 SOUTH RANGE 27 EAST
ST. JOHNS COUNTY, FLORIDA

- LEGEND
- M.B. Map Book
 - C. Centerline
 - P.C. Point of Curvature
 - P.T. Point of Tangency
 - E.C. External Centerline
 - E.S. External Station
 - B.L. Building Restriction Line
 - S.R. State Road Department
 - DR. Drainage



GRAPHIC SCALE



SEE NOTE 11 HEREIN

LOT	MINIMUM FINISHED FLOOR ELEVATION
1	25.50
2	25.50
3	25.50
4	25.50
5	27.00
6	27.50
7	28.00
8	28.00
9	28.00
10	28.50
11	28.50
12	28.50
13	28.50
14	28.50
15	28.50
16	28.50
17	28.50
18	28.50
19	28.50
20	28.50
21	28.50
22	28.50
23	28.50

LOT 1
MALLARD LANDING UNIT ONE
(M.B. 17 PGS. 65 & 66)

RECORD ACTUAL
Δ = 90°20'38"
R = 25.00'
T = 25.15'
L = 38.41'
C = 35.46'
S 76°25'35" E S 76°25'05" E

CURVE	RADIUS	CHORD	BEARING	DELTA
C1	195.00'	337.42'	S 49°00'00" W	75°00'00"
C2	195.00'	222.78'	S 44°09'44" W	63°27'38"

CURVE	RADIUS	CHORD	BEARING	DELTA
C3	23.00'	18.88'	S 18°35'00" W	63°00'00"
C4	50.00'	38.38'	S 08°42'39" E	43°57'19"
C5	50.00'	41.03'	S 54°11'43" E	47°00'50"
C6	50.00'	47.58'	N 15°17'49" E	54°31'04"
C7	50.00'	50.71'	N 41°59'52" E	60°28'18"
C8	50.00'	53.18'	N 50°50'00" E	62°50'00"
C9	25.00'	38.82'	S 45°35'00" E	45°00'00"
C10	225.00'	22.00'	S 37°47'10" E	68°53'01"
C11	225.00'	124.00'	S 37°47'10" E	68°53'01"
C12	23.00'	18.88'	S 18°35'00" E	63°00'00"
C13	23.00'	18.88'	S 18°35'00" E	63°00'00"
C14	50.00'	41.03'	S 54°11'43" E	47°00'50"
C15	50.00'	47.58'	N 15°17'49" E	54°31'04"
C16	50.00'	50.71'	N 41°59'52" E	60°28'18"
C17	50.00'	53.18'	N 50°50'00" E	62°50'00"
C18	25.00'	38.82'	S 45°35'00" E	45°00'00"
C19	225.00'	22.00'	S 37°47'10" E	68°53'01"
C20	225.00'	124.00'	S 37°47'10" E	68°53'01"
C21	185.00'	182.27'	S 18°35'00" E	63°00'00"
C22	23.00'	18.88'	S 18°35'00" E	63°00'00"
C23	23.00'	18.88'	S 18°35'00" E	63°00'00"
C24	271.00'	30.60'	S 08°39'53" W	08°28'05"
C25	331.00'	184.04'	S 08°39'53" W	08°28'05"
C26	2944.79'	102.83'	N 07°19'11" E	02°00'00"
C27	2944.79'	50.17'	N 07°19'11" E	02°00'00"
C28	2944.79'	133.12'	N 09°06'31" E	02°36'07"
C29	2944.79'	133.12'	N 09°06'31" E	02°36'07"
C30	2944.79'	122.74'	N 14°16'54" E	03°23'18"
C31	2944.79'	40.00'	N 14°16'54" E	03°23'18"
C32	2944.79'	40.00'	N 14°16'54" E	03°23'18"
C33	2944.79'	132.57'	N 14°16'54" E	03°23'18"
C34	861.83'	132.57'	N 14°16'54" E	03°23'18"
C35	861.83'	132.57'	N 14°16'54" E	03°23'18"
C36	861.83'	132.57'	N 14°16'54" E	03°23'18"
C37	861.83'	132.57'	N 14°16'54" E	03°23'18"
C38	861.83'	132.57'	N 14°16'54" E	03°23'18"
C39	861.83'	132.57'	N 14°16'54" E	03°23'18"
C40	861.83'	132.57'	N 14°16'54" E	03°23'18"

GENERAL NOTES

- 1) Permanent Reference Monuments shown thus: ■
- 2) Permanent Control Points shown thus: ●
- 3) Tabulated Curve Data shown thus: C5
- 4) Mallard Landing Unit 2 shown thus: M.L.U. 2
- 5) Easements herein are for drainage and utilities, unless noted otherwise.
- 6) NOTICE: There may be additional restrictions and easements that are not recorded.
- 7) All potential utility easements shall also be easements for the County, installation, maintenance, and operation of cable television service; provided however, no such construction, installation, maintenance and operation of cable television services shall interfere with the use of the land for any other purpose.
- 8) In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages.
- 9) All lot lines are radial unless noted thus: NR (not radial)
- 10) Minimum Finished Floor Elevations herein were obtained from Consulting Engineer's Plans.
- 11) This plat is for the exclusive use of the Jacksonville Electric Authority.
- 12) For use in conjunction with the underground electrical distribution system.

PLAT PREPARED BY
L. D. BRADLEY LAND SURVEYOR
5274 RAMONA BOULEVARD
JACKSONVILLE, FLORIDA
TELEPHONE (904) 786-6400

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-17-041

February 9, 2017

Alexandra M. Amador, Esq.
McCabe Law Group
111 Solana Rd.
Suite B
Ponte Vedra Beach, Florida 32082

Re: Mallard Landing Homeowners Association, Inc.

Dear Ms. Amador:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Mallard Landing Homeowners Association, Inc., and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the homeowners' documents and covenants is approved.

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 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 "James D. Stansbury".

James D. Stansbury, Chief
Bureau of Community Planning

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.

Alexandra M. Amador, Esq.
February 9, 2017
Page 2 of 3

FINAL ORDER NO. DEO-17-041

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.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THE FINAL ORDER. 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

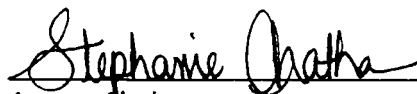
YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THE FINAL ORDER.

Alexandra M. Amador, Esq.
February 9, 2017
Page 3 of 3

FINAL ORDER NO. DEO-17-041

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 February, 2017.



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

By Certified U. S. Mail:

Alexandra M. Amador, Esq.
McCabe Law Group
111 Solana Rd.
Suite B
Ponte Vedra Beach, Florida 32082

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning