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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
OAKLEAF VILLAGE
AT OAKLEAF PLANTATION RESIDENTIAL LOTS

J
THIS DOCUMENT PREPARED BY:

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OAKLEAF VILLAGE AT OAKLEAF PLANTATION RESIDENTIAL LOTS**

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**DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
OAKLEAF VILLAGE AT OAKLEAF PLANTATION RESIDENTIAL LOTS**

THIS DECLARATION is made this 17th day of September, 2002, by OAKLEAF PLANTATION, LLC, a Florida limited liability company (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

**ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION**

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

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

**ARTICLE II
DEFINITIONS**

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

Section 2.1 **Association**. Oakleaf Village Property Owners Association, Inc., a Florida corporation not-for-profit.

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

Section 2.3 **CDD**. The Community Development District for The Double Branch as authorized by the Florida Land and Water Adjudicatory Commission by Rule 42 FF-1.002, Florida Administrative Code.

Section 2.4 **Developer.** Oakleaf Plantation, LLC, a Florida limited liability company and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Oakleaf Plantation, LLC as the Developer of the Property is not intended and shall not be construed, to impose upon Oakleaf Plantation, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Oakleaf Plantation, LLC and develop and resell the same.

Section 2.5 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within forty (40) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

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

Section 2.7 **Master Covenants.** The Declaration of Covenants and Restrictions for Oakleaf Village at Oakleaf Plantation, recorded in Official Records Book 2098 at page 403 of the public records of Clay County, Florida, as the same may be amended from time to time.

Section 2.8 **Owner.** The record owner or owners of any Lot.

Section 2.9 **Property or Subdivision.** The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

ARTICLE III **PROPERTY SUBJECT TO THIS DECLARATION:** **ADDITIONS AND DELETIONS**

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

Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands**. Developer may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be located within the development area generally known as Oakleaf Village at Oakleaf Plantation; and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of the Master Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Clay County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands**. The Developer reserves the right to withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration, without the consent or joinder of any other party. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Clay County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV **EXTERIOR MAINTENANCE ASSESSMENT**

Section 4.1 **Exterior Maintenance**. The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have five (5) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 4.2 **Assessment of Costs**. The cost of any maintenance undertaken by the Association under the provisions of Section 4.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefitting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VI of the Master Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Section 5.5, and shall be subordinate to mortgage liens to the extent provided by the Master Declaration.

Section 4.3 **Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 4.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE V

USE RESTRICTIONS AND RIGHTS AND

EASEMENTS RESERVED BY DEVELOPER

Section 5.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and associated uses, and for such other purposes as may be permitted under this Section 5.1. Such Lots may be used for model homes during the development and sale of Lots within the Property or Oakleaf Village at Oakleaf Plantation generally, and commercial uses shall be limited to those uses that are (i) permissible under the PUD (as such term is defined in the Master Covenants); and (ii) expressly authorized in writing by the Developer, in its sole discretion. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 5.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 5.2 **Lot Coverage and Living Area.** The maximum ground area to be occupied by residential buildings and structures to be constructed upon the Lots and the minimum square footage of heated and air conditioned space within single family residences to be constructed thereon shall be as stated in the architectural criteria adopted by the Developer or the Association as applicable, pursuant to the terms of the Master Covenants.

Section 5.3 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer, which consent may be withheld in the Developer's sole discretion.

Section 5.4 **Setbacks.** The building setbacks applicable to the Lots and the method of measurement thereof shall be as stated in the architectural criteria adopted by the Developer or the Association, as applicable, pursuant to the terms of the Master Declaration.

Section 5.5 **Landscaping.** Landscaping shall be installed on each Lot as stated hereafter.

5.5.1 A detailed landscaping plan for each Lot and Limited Common Area appurtenant thereto must be submitted to and approved by the Developer at the time of initial construction of a residence on such Lot. All such landscape plans shall be evaluated in accordance with the Master Declaration and applicable architectural criteria. The Developer reserves the right to approve standardized landscape plans submitted by builders selected by the Developer to be

featured builders of Oakleaf, which may thereafter be implemented without further review by the Developer on a lot-by-lot basis.

5.5.2 Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 5.5.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 5.5.1 above, within fifteen (15) days following the issuance of a Certificate of Occupancy for the residence constructed on the Lot by the Building Department of Clay County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Developer shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article V of this Declaration. The Developer shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which sum may be collected in the same manner as assessments are collected pursuant to Article VI of the Master Declaration.

Section 5.6 **Motor Vehicles and Boats.** No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to be totally isolated from public view. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer.

Section 5.7 **Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 5.8 **Antenna.** The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Developer in accordance with architectural criteria imposed by the Developer or the Association from time to time.

Section 5.9 **Lakes.** Only the Developer, the Association and the CDD shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer, the Association and the CDD shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake

(the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 5.16 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article V of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 5.10 Casualty Damages. In the event of damage or destruction by fire or other casualty to the improvements located on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications for the original improvements or new plans and specifications approved by the Developer in accordance with the requirements of this Declaration. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 5.11 Trees. No tree or shrub, the trunk of which exceeds twelve (12) inches in diameter three (3) feet above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer. Further, no tree of any description that is required to remain on any Lot pursuant to applicable architectural criteria or by any landscape plan approval pursuant to the Master Declaration, shall be removed without the Developer's prior written consent.

Section 5.12 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer.

Section 5.13 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer.

Section 5.14 **Lighting**. No lighting shall be permitted which alters the residential character of the Subdivision.

Section 5.15 **Animals**. Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

Section 5.16 **Maintenance of Lots and Limited Common Areas**. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article V hereof. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 5.17 **Fences**. Except as approved by the Developer pursuant to the Master Declaration, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 5.18 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

ARTICLE VI **GENERAL PROVISIONS**

Section 6.1 **Remedies for Violations**. All of the provisions of this Declaration shall be enforceable in the manner provided by Article X of the Master Declaration, which Article is hereby incorporated by reference herein.

Section 6.2 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 6.3 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 6.4 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 6.5 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Clay County, Florida.

Section 6.6 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 6.7 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6.8 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of Clay County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 17th day of September 2002.

Signed, sealed and delivered
in the presence of:

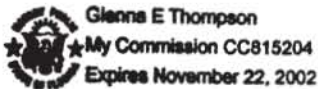
HK
Name Printed: Stacy Greenhut
Glenn E. Thompson
Name Printed: GLENN E. THOMPSON

OAKLEAF PLANTATION, LLC, a Florida
limited liability company

By: [Signature]
Donald P. Hinson
(Print Name)
Title: President

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 17th day of September, 2002, by DONALD P. HINSON, the President of OAKLEAF PLANTATION, LLC, a Florida limited liability company, on behalf of the company.



Glenn E. Thompson
(Print Name)
NOTARY PUBLIC, State of Florida
Commission # _____
My Commission Expires: _____
Personally Known ☒
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

Exhibit A - Property

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5; THENCE, ON THE NORTH LINE THEREOF, ALSO BEING THE LINE DIVIDING CLAY COUNTY AND DUVAL COUNTY, SOUTH 89 DEGREES 49 MINUTES 27 SECONDS WEST, 2824.73 FEET; THENCE, SOUTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, 1459.83 FEET TO A POINT ON A CURVE HAVING A RADIAL BEARING OF NORTH 57 DEGREES 32 MINUTES 31 SECONDS EAST, ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF OAKLEAF VILLAGE PARKWAY, A RIGHT-OF-WAY OF VARIED WIDTH; THENCE, ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1580.52 FEET AND A CENTRAL ANGLE OF 11 DEGREES 55 MINUTES 14 SECONDS, AN ARC DISTANCE OF 328.83 FEET (SOUTH 38 DEGREES 25 MINUTES 06 SECONDS EAST, 328.24 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, SOUTH 44 DEGREES 22 MINUTES 43 SECONDS EAST, 199.39 FEET; THENCE, SOUTH 49 DEGREES 40 MINUTES 31 SECONDS WEST, 175.92 FEET; THENCE, SOUTH 50 DEGREES 30 MINUTES 39 SECONDS WEST, 1042.90 FEET; THENCE, SOUTH 40 DEGREES 09 MINUTES 16 SECONDS EAST, 424.31 FEET; THENCE, SOUTH 44 DEGREES 00 MINUTES 00 SECONDS WEST, 390.85 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 45 DEGREES 57 MINUTES 47 SECONDS WEST, 157.67 FEET; THENCE, NORTH 81 DEGREES 31 MINUTES 17 SECONDS WEST, 50.00 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 35 DEGREES 17 MINUTES 22 SECONDS, AN ARC DISTANCE OF 76.99 FEET (SOUTH 26 DEGREES 23 MINUTES 32 SECONDS WEST, 75.78 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, SOUTH 44 DEGREES 02 MINUTES 13 SECONDS WEST, 31.68 FEET; THENCE, NORTH 45 DEGREES 57 MINUTES 47 SECONDS WEST, 141.01 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 03 DEGREES 11 MINUTES 57 SECONDS, AN ARC DISTANCE OF 16.75 FEET (SOUTH 83 DEGREES 10 MINUTES 39 SECONDS WEST, 16.75 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, SOUTH 39 DEGREES 57 MINUTES 44 SECONDS WEST, 387.99 FEET; THENCE, NORTH 45 DEGREES 57 MINUTES 47 SECONDS WEST, 9.79 FEET; THENCE, NORTH 53 DEGREES 13 MINUTES 11 SECONDS WEST, 19.68 FEET; THENCE, SOUTH 40 DEGREES 28 MINUTES 53 SECONDS WEST, 138.73 FEET; THENCE, SOUTH 65 DEGREES 33 MINUTES 23 SECONDS WEST, 56.39 FEET; THENCE, SOUTH 53 DEGREES 26 MINUTES 22 SECONDS WEST, 121.87 FEET; THENCE, NORTH 36 DEGREES 33 MINUTES 38 SECONDS WEST, 50.00 FEET; THENCE, NORTH 36 DEGREES 27 MINUTES 25 SECONDS WEST, 40.00 FEET; THENCE, NORTH 37 DEGREES 36 MINUTES 19 SECONDS WEST, 105.97 FEET; THENCE, NORTH 67 DEGREES 31 MINUTES 59 SECONDS EAST, 94.44 FEET; THENCE, NORTH 23 DEGREES 44 MINUTES 49 SECONDS WEST, 112.55 FEET; THENCE, NORTH 65 DEGREES 17 MINUTES 40 SECONDS WEST, 66.81 FEET; THENCE, NORTH 23 DEGREES 44 MINUTES 49 SECONDS WEST, 172.29 FEET; THENCE, NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, 323.19 FEET; THENCE, NORTH 66 DEGREES 15 MINUTES 11 SECONDS EAST, 109.45 FEET; THENCE, SOUTH 82 DEGREES 30 MINUTES 47 SECONDS EAST, 30.14 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 28 MINUTES 44 SECONDS, AN ARC DISTANCE OF 56.44 FEET (NORTH 16 DEGREES 43 MINUTES 35 SECONDS EAST, 56.20 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, NORTH 64 DEGREES 02 MINUTES 03

SECONDS WEST, 22.27 FEET; THENCE, NORTH 28 DEGREES 45 MINUTES 32 SECONDS WEST, 123.95 FEET; THENCE, NORTH 61 DEGREES 14 MINUTES 28 SECONDS EAST, 490.94 FEET; THENCE, NORTH 46 DEGREES 50 MINUTES 12 SECONDS EAST, 147.94 FEET; THENCE, NORTH 47 DEGREES 49 MINUTES 59 SECONDS EAST, 42.88 FEET; THENCE, SOUTH 47 DEGREES 34 MINUTES 29 SECONDS EAST, 147.82 FEET; THENCE, SOUTH 30 DEGREES 02 MINUTES 22 SECONDS EAST, 73.33 FEET; THENCE, SOUTH 01 DEGREES 36 MINUTES 38 SECONDS WEST, 165.76 FEET; THENCE, SOUTH 71 DEGREES 02 MINUTES 01 SECONDS WEST, 210.42 FEET; THENCE, SOUTH 22 DEGREES 24 MINUTES 01 SECONDS EAST, 148.52 FEET; THENCE, SOUTH 23 DEGREES 55 MINUTES 53 SECONDS WEST, 72.41 FEET; THENCE, SOUTH 22 DEGREES 24 MINUTES 01 SECONDS EAST, 110.00 FEET; THENCE, NORTH 67 DEGREES 35 MINUTES 59 SECONDS EAST, 80.05 FEET; THENCE, NORTH 88 DEGREES 15 MINUTES 16 SECONDS EAST, 108.28 FEET; THENCE, SOUTH 10 DEGREES 56 MINUTES 13 SECONDS EAST, 42.23 FEET; THENCE, NORTH 80 DEGREES 06 MINUTES 16 SECONDS EAST, 147.70 FEET; THENCE, NORTH 45 DEGREES 01 MINUTES 32 SECONDS EAST, 151.59 FEET; THENCE, SOUTH 61 DEGREES 36 MINUTES 50 SECONDS EAST, 112.03 FEET; THENCE, NORTH 79 DEGREES 41 MINUTES 30 SECONDS EAST, 16.03 FEET; THENCE, NORTH 35 DEGREES 26 MINUTES 55 SECONDS EAST, 53.66 FEET; THENCE, SOUTH 56 DEGREES 00 MINUTES 55 SECONDS EAST, 58.36 FEET; THENCE, SOUTH 12 DEGREES 44 MINUTES 55 SECONDS EAST, 115.00 FEET; THENCE, SOUTH 00 DEGREES 47 MINUTES 48 SECONDS WEST, 58.58 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 47 MINUTES 37 SECONDS, AN ARC DISTANCE OF 73.80 FEET (SOUTH 86 DEGREES 38 MINUTES 54 SECONDS WEST, 73.47 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, SOUTH 77 DEGREES 15 MINUTES 05 SECONDS WEST, 9.51 FEET; THENCE, SOUTH 12 DEGREES 44 MINUTES 55 SECONDS EAST, 123.79 FEET; THENCE, SOUTH 44 DEGREES 00 MINUTES 00 SECONDS WEST, 122.60 FEET TO THE POINT OF BEGINNING.

PHASE 1 - PARCEL "F"

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5; THENCE, ON THE NORTH LINE THEREOF, ALSO BEING THE LINE DIVIDING CLAY COUNTY AND DUVAL COUNTY, SOUTH 89 DEGREES 49 MINUTES 27 SECONDS WEST, 2824.73 FEET; THENCE, SOUTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, 1459.83 FEET TO A POINT ON A CURVE HAVING A RADIAL BEARING OF NORTH 57 DEGREES 32 MINUTES 31 SECONDS EAST, ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF OAKLEAF VILLAGE PARKWAY, A RIGHT-OF-WAY OF VARIED WIDTH, AND THE POINT OF BEGINNING; THENCE, SOUTH 57 DEGREES 39 MINUTES 38 SECONDS WEST, 139.86 FEET; THENCE, SOUTH 63 DEGREES 32 MINUTES 55 SECONDS WEST, 50.26 FEET; THENCE, SOUTH 62 DEGREES 05 MINUTES 12 SECONDS WEST, 467.14 FEET; THENCE, SOUTH 46 DEGREES 09 MINUTES 52 SECONDS WEST, 50.45 FEET; THENCE, SOUTH 49 DEGREES 35 MINUTES 00 SECONDS WEST, 265.05 FEET; THENCE, NORTH 88 DEGREES 32 MINUTES 21 SECONDS WEST, 67.15 FEET; THENCE, SOUTH 49 DEGREES 35 MINUTES 00 SECONDS WEST, 115.00 FEET; THENCE, NORTH 40 DEGREES 25 MINUTES 00 SECONDS WEST, 65.92 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 38 DEGREES 37 MINUTES 00 SECONDS, AN ARC DISTANCE OF 33.70 FEET (SOUTH 08 DEGREES 50 MINUTES 24 SECONDS WEST, 33.07 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF REVERSE CURVE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 127 DEGREES 38 MINUTES 31 SECONDS, AN ARC DISTANCE OF 267.33 FEET (SOUTH 53 DEGREES 21 MINUTES 10 SECONDS WEST, 215.38 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF REVERSE CURVE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 52 DEGREES 16 MINUTES 54 SECONDS, AN ARC DISTANCE OF 45.62 FEET (NORTH 88 DEGREES 58 MINUTES 02 SECONDS WEST, 44.06 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, SOUTH 36 DEGREES 38 MINUTES 50 SECONDS EAST, 127.40 FEET; THENCE, SOUTH 46 DEGREES 50 MINUTES 12 SECONDS WEST, 147.94 FEET; THENCE, SOUTH 61 DEGREES 14 MINUTES 28 SECONDS WEST, 490.94 FEET; THENCE, NORTH 28 DEGREES 45 MINUTES 32 SECONDS WEST, 20.10 FEET; THENCE, SOUTH 81 DEGREES 18 MINUTES 58 SECONDS WEST, 75.08 FEET; THENCE, NORTH 86 DEGREES 10 MINUTES 21 SECONDS WEST, 54.01 FEET; THENCE, SOUTH 83 DEGREES 08 MINUTES 21 SECONDS WEST, 61.84 FEET; THENCE, NORTH 36 DEGREES 37 MINUTES 20 SECONDS WEST, 197.26 FEET; THENCE, NORTH 42 DEGREES 19 MINUTES 53 SECONDS EAST, 87.52 FEET; THENCE, NORTH 10 DEGREES 47 MINUTES 51 SECONDS WEST, 4.63 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 67 DEGREES 22 MINUTES 24 SECONDS, AN ARC DISTANCE OF 70.55 FEET (NORTH 45 DEGREES 30 MINUTES 57 SECONDS EAST, 66.56 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, NORTH 11 DEGREES 49 MINUTES 45 SECONDS EAST, 75.88 FEET; THENCE, NORTH 03 DEGREES 58 MINUTES 31 SECONDS EAST, 168.34 FEET; THENCE, NORTH 05 DEGREES 21 MINUTES 38 SECONDS WEST, 149.93 FEET; THENCE, NORTH 04 DEGREES 27 MINUTES 34 SECONDS EAST, 180.15 FEET; THENCE, NORTH 06 DEGREES 58 MINUTES 59 SECONDS EAST, 53.44 FEET TO A POINT OF CURVATURE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 62 DEGREES 05 MINUTES 13 SECONDS, AN ARC DISTANCE OF 86.69 FEET

(NORTH 38 DEGREES 01 MINUTES 35 SECONDS EAST, 82.51 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, NORTH 69 DEGREES 04 MINUTES 12 SECONDS EAST, 155.63 FEET; THENCE, SOUTH 82 DEGREES 45 MINUTES 16 SECONDS EAST, 62.99 FEET; THENCE, SOUTH 19 DEGREES 34 MINUTES 22 SECONDS EAST, 63.02 FEET; THENCE, NORTH 74 DEGREES 48 MINUTES 44 SECONDS EAST, 66.65 FEET; THENCE, NORTH 85 DEGREES 40 MINUTES 36 SECONDS EAST, 304.71 FEET; THENCE, NORTH 44 DEGREES 13 MINUTES 12 SECONDS EAST, 50.30 FEET; THENCE, NORTH 14 DEGREES 14 MINUTES 32 SECONDS EAST, 123.90 FEET; THENCE, SOUTH 80 DEGREES 57 MINUTES 53 SECONDS EAST, 55.62 FEET; THENCE, NORTH 50 DEGREES 25 MINUTES 52 SECONDS EAST, 65.00 FEET; THENCE, SOUTH 39 DEGREES 34 MINUTES 08 SECONDS EAST, 60.00 FEET; THENCE, NORTH 50 DEGREES 25 MINUTES 52 SECONDS EAST, 118.22 FEET; THENCE, NORTH 15 DEGREES 26 MINUTES 21 SECONDS EAST, 61.03 FEET; THENCE, NORTH 50 DEGREES 16 MINUTES 12 SECONDS EAST, 75.00 FEET; THENCE, SOUTH 39 DEGREES 34 MINUTES 08 SECONDS EAST, 110.21 FEET; THENCE, SOUTH 36 DEGREES 58 MINUTES 02 SECONDS EAST, 50.05 FEET; THENCE, SOUTH 39 DEGREES 34 MINUTES 08 SECONDS EAST, 125.46 FEET; THENCE, NORTH 59 DEGREES 08 MINUTES 59 SECONDS EAST, 235.17 FEET; THENCE, NORTH 00 DEGREES 17 MINUTES 09 SECONDS EAST, 126.77 FEET; THENCE, NORTH 54 DEGREES 01 MINUTES 07 SECONDS EAST, 25.29 FEET; THENCE, NORTH 41 DEGREES 03 MINUTES 29 SECONDS EAST, 106.74 FEET; THENCE, SOUTH 89 DEGREES 02 MINUTES 11 SECONDS EAST, 138.09 FEET; THENCE, SOUTH 64 DEGREES 49 MINUTES 21 SECONDS EAST, 75.98 FEET; THENCE, NORTH 26 DEGREES 00 MINUTES 00 SECONDS WEST, 297.41 FEET; THENCE, NORTH 68 DEGREES 42 MINUTES 29 SECONDS EAST, 29.89 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID OAKLEAF VILLAGE PARKWAY; THENCE, ON SAID RIGHT-OF-WAY LINE, SOUTH 26 DEGREES 00 MINUTES 59 SECONDS EAST, 409.65 FEET TO A POINT OF CURVATURE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 88 DEGREES 06 MINUTES 11 SECONDS, AN ARC DISTANCE OF 46.13 FEET (SOUTH 18 DEGREES 02 MINUTES 06 SECONDS WEST, 41.72 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, SOUTH 62 DEGREES 05 MINUTES 12 SECONDS WEST, 19.93 FEET; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, SOUTH 27 DEGREES 54 MINUTES 48 SECONDS EAST, 80.00 FEET; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, NORTH 62 DEGREES 05 MINUTES 12 SECONDS EAST, 20.00 FEET TO A POINT OF CURVATURE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 87 DEGREES 31 MINUTES 05 SECONDS, AN ARC DISTANCE OF 45.82 FEET (SOUTH 74 DEGREES 09 MINUTES 16 SECONDS EAST, 41.50 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF REVERSE CURVE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1580.52 FEET AND A CENTRAL ANGLE OF 02 DEGREES 03 MINUTES 45 SECONDS, AN ARC DISTANCE OF 56.90 FEET (SOUTH 31 DEGREES 25 MINUTES 36 SECONDS EAST, 56.90 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING.

CONSENT AND JOINDER OF MORTGAGEE

WACHOVIA BANK, NATIONAL ASSOCIATION ("Mortgagee") is the holder of those certain Mortgages and Security Agreements ("Mortgages") recorded in Official Records Book 2049, at page 1362 and in Official Records Book 2068, at page 1576, both of the public records of Clay County, Florida. Mortgagee joins in the foregoing Declaration of Covenants and Restrictions for OakLeaf Village Residential Lots to which this Consent is attached ("Declaration") to evidence its consent and joinder to the provisions of the Declaration and its agreement that its security interest as evidenced by the Mortgage shall be subordinated thereto.

Signed, sealed and
delivered in the
presence of:

Gordon Elderdrize
Name Printed: Gordon Elderdrize

Karl Ferguson
Name Printed: Karl Ferguson

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: Susan S. Beauprand
Susan S. Beauprand
(Print Name)
Title: Vice President

STATE OF FLORIDA)
)ss
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 17th day of September, 2002, by Susan S. Beauprand, the Vice President of **WACHOVIA BANK, NATIONAL ASSOCIATION**, on behalf of the association. ~~He~~She is personally known to me or has produced _____ as identification.



Christa B. Wood
MY COMMISSION # CC992436 EXPIRES
January 8, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

Christa B. Wood
(Print Name Christa B. Wood)
NOTARY PUBLIC, State of Florida at Large.
Commission No. _____
My Commission Expires: _____