

PREPARED BY AND RETURN TO:
CHARLES W. BROWN, JR., ESQUIRE
CRABTREE LAW GROUP, P.A.
8777 San Jose Blvd., A-200
Jacksonville, Florida 32217

**NOTICE TO PRESERVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE SANCTUARY OF JACKSONVILLE BEACH HOMEOWNERS, INC.**

NOTICE is hereby given pursuant to Chapter 712, Florida Statutes, that **THE SANCTUARY OF JACKSONVILLE BEACH HOMEOWNERS, INC.**, whose post office address P. O Box 1389, St. Augustine, Florida 32085, desires to preserve the covenants and restrictions contained in the Declaration of Covenants and Restrictions for The Sanctuary which is recorded in Official Records Book 6749, Page 2236, et seq., of the current Public Records of Duval County, Florida, together with all amendments thereto, and the Declaration of Covenants, Conditions, Restrictions and Easement for The Sanctuary Unit Two-A, which is recorded in Official Records Book 7903, Page 1224, et seq., of the current Public Records of Duval County, Florida, together with all amendments thereto, as may be amended from time to time (hereinafter the "Declaration").

The following is a full and complete description of the property affected by this Notice and more particularly described as:

attached hereto as Exhibit "A" and made part hereof as if fully set forth herein

In accordance with Florida Statutes, Section 712.05, the members of **THE SANCTUARY OF JACKSONVILLE BEACH HOMEOWNERS, INC.**, were provided with at least seven (7) days notice of the board meeting at which a vote to preserve the covenants and restrictions in the Declaration was approved. At the meeting, at least two-thirds of the members of the Board of Directors voted to preserve the Declaration. Attached hereto as Exhibit "B" is an Affidavit signed by an officer of **THE SANCTUARY OF JACKSONVILLE BEACH HOMEOWNERS, INC.**, which affirms that a Statement of Marketable Title Action was mailed to all members of the Association with notice of the meeting of the Board of Directors. A copy of the Declaration is attached hereto as Exhibit "C" which is made part hereof as if fully set forth herein.

DATED this 18 day of July, 2019.

[SIGNATURE PAGE TO FOLLOW]

Witnesses:

Melissa Keating
Melissa Keating
 Print Name

Janeen L. Raulerson
Janeen L. Raulerson
 Print Name

THE SANCTUARY OF
 JACKSONVILLE BEACH
 HOMEOWNERS ASSOCIATION, INC.,
 a Florida not for profit corporation

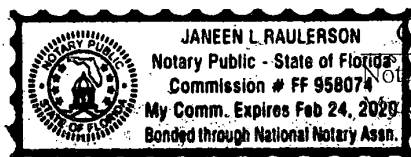
Matthew Voutour
 By: Matthew Voutour
 Its: President

Attest By:

Killian Eckert
 By: Killian Eckert
 Its: Secretary

STATE OF FLORIDA
 COUNTY OF DUVAL

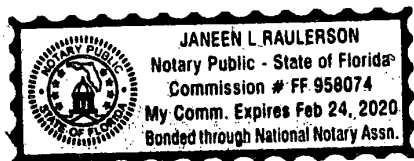
The foregoing instrument was acknowledged before me this 18 day of July, 2019, by Matthew Voutour, as President for and on behalf of The Sanctuary of Jacksonville Beach Homeowners Association, Inc. (✓) to me well known or () who produced as identification, known to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that they executed the foregoing instrument as President of The Sanctuary of Jacksonville Beach Homeowners Association, Inc., for the purposes therein expressed with due and regular corporate authority, and that said instrument is the free act and deed of The Sanctuary of Jacksonville Beach Homeowners Association, Inc.



Janeen L. Raulerson
 Notary Public, State of Florida
 My commission expires: Feb 24, 2020

STATE OF FLORIDA
 COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18 day of July, 2019, by Killian Eckert, as Secretary for and on behalf of The Sanctuary of Jacksonville Beach Homeowners Association, Inc. (✓) to me well known or () who produced as identification, known to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that they executed the foregoing instrument as President of The Sanctuary of Jacksonville Beach Homeowners Association, Inc., for the purposes therein expressed with due and regular corporate authority, and that said instrument is the free act and deed of The Sanctuary of Jacksonville Beach Homeowners Association, Inc.



Janeen L. Raulerson
 Notary Public, State of Florida
 My commission expires: Feb 24, 2020

EXHIBIT "A"

(Property - Platted Areas of The Sanctuary)

PLAT BOOK 45 PAGE 58B

SHEET 3 OF 10 SHEETS

THE SANCTUARY UNIT ONE

CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA.

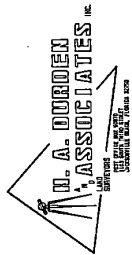
DEDICATION FOR MORTGAGE. THIS IS TO CERTIFY THAT FIRSTSTATE FINANCIAL, A
 CORPORATION, HAS RECEIVED FROM THE CITY OF JACKSONVILLE BEACH, FLORIDA, A
 RESOLUTION OF THE BOARD OF CITY COMMISSIONERS, DATED MAY 1, 1989, AUTHORIZING
 THE CITY TO EXECUTE A MORTGAGE IN FAVOR OF FIRSTSTATE FINANCIAL, A CORPORATION,
 IN THE AMOUNT OF \$1,000,000.00, TO SECURE THE PAYMENT OF THE CITY'S OBLIGATIONS
 UNDER THE SANCTUARY UNIT ONE, A MORTGAGE, DATED MAY 1, 1989, AND THE CITY'S
 OBLIGATIONS UNDER THE SANCTUARY UNIT ONE, A MORTGAGE, DATED MAY 1, 1989,
 IN WITNESS WHEREOF, FIRSTSTATE FINANCIAL, A CORPORATION, HAS CAUSED THESE
 INSTRUMENTS TO BE SIGNED AND SEALED BY ITS OFFICERS AND ITS SEAL APPLIED THIS
 15TH DAY OF MAY, 1989.

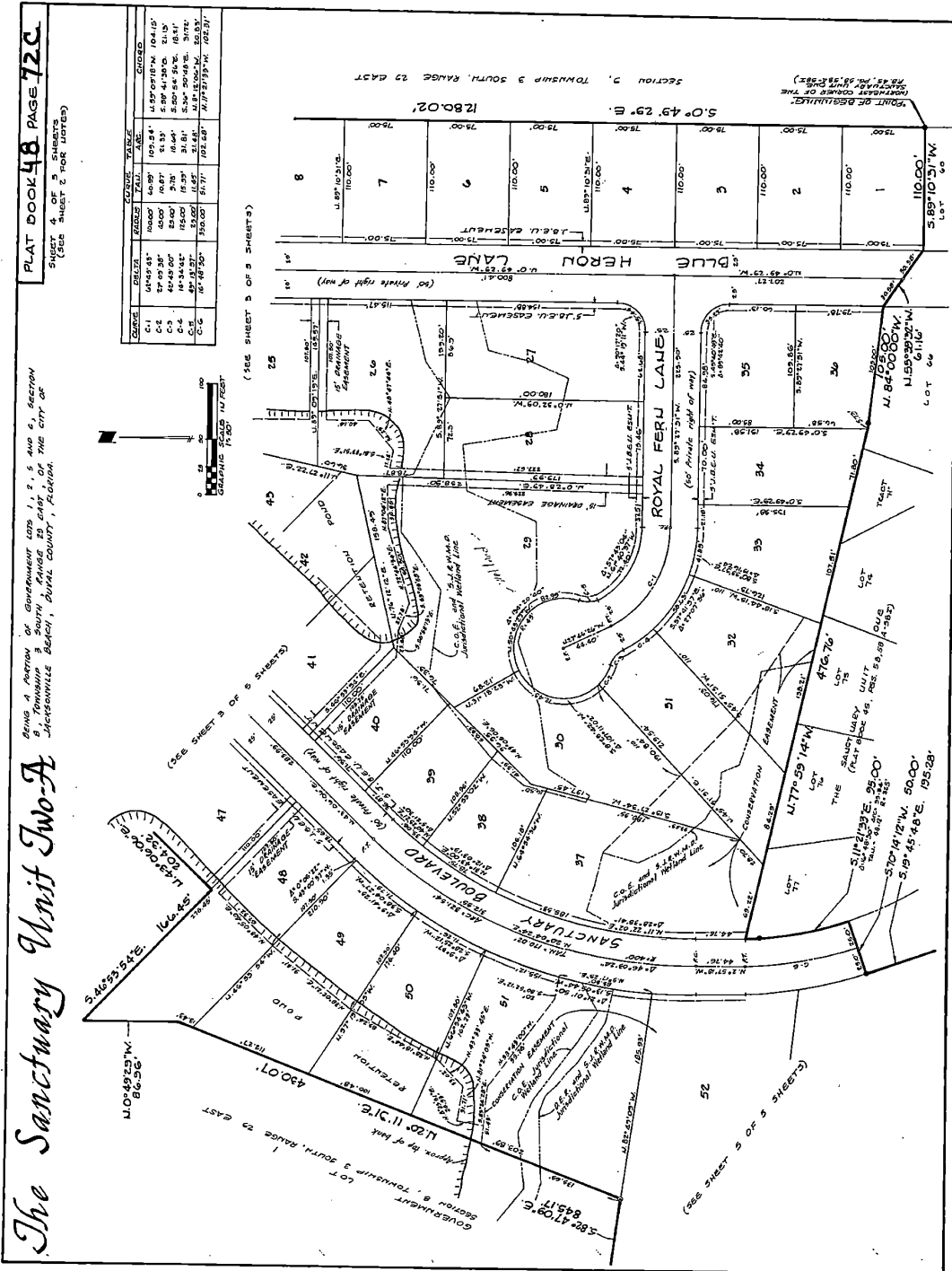
FIRSTSTATE FINANCIAL, A SAVINGS BANK

Robert D. Bennett
 VICE PRESIDENT
 WITNESS

STATE OF FLORIDA
 COUNTY OF DUVAL
 I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED
 AND THAT THE SIGNATURE OF SAID OFFICER IS
 A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT
 AND THAT THE INSTRUMENT IS A TRUE AND CORRECT COPY OF THE
 ORIGINAL INSTRUMENT. IN WITNESS WHEREOF, I HAVE SET
 MY HAND AND SEAL OF OFFICE AT JACKSONVILLE, FLORIDA,
 THIS 15TH DAY OF MAY, 1989.

Robert D. Bennett
 VICE PRESIDENT
 WITNESS



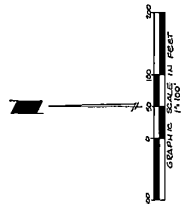


The Sanctuary Unit Two-A

PLAT BOOK 48 PAGE 72D

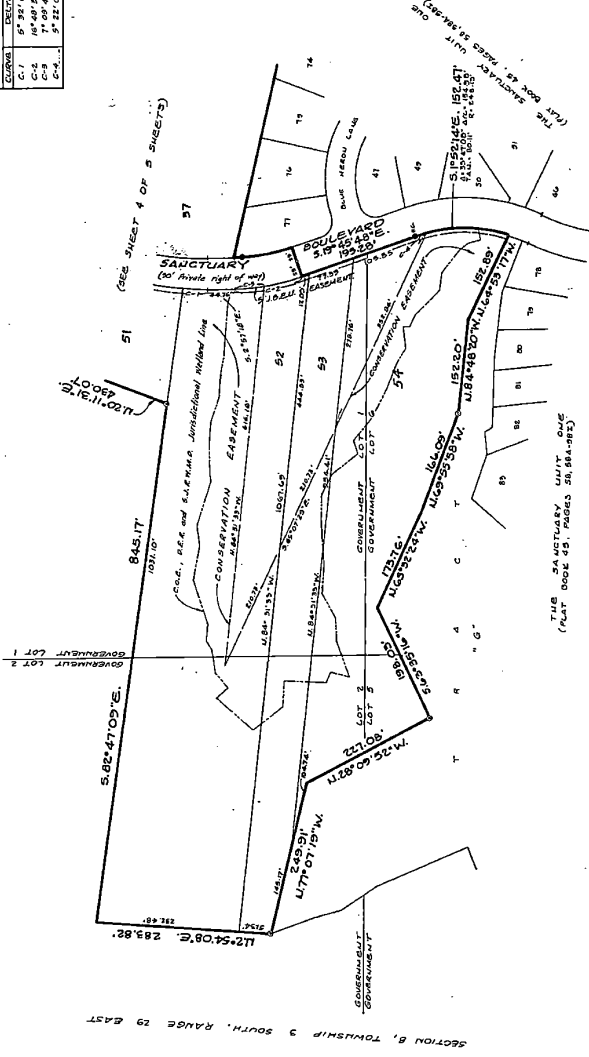
PLAT BOOK 40 PA
SHEET 5 OF 8 SHEETS
(SEE SHEET 2 FOR NOTES)

BEING A PORTION OF GOVERNMENT LOTS 1, 2, 5 AND 6, SECTION 8, TOWNSHIP 5 SOUTH, RANGE 19 EAST, OF THE CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA.

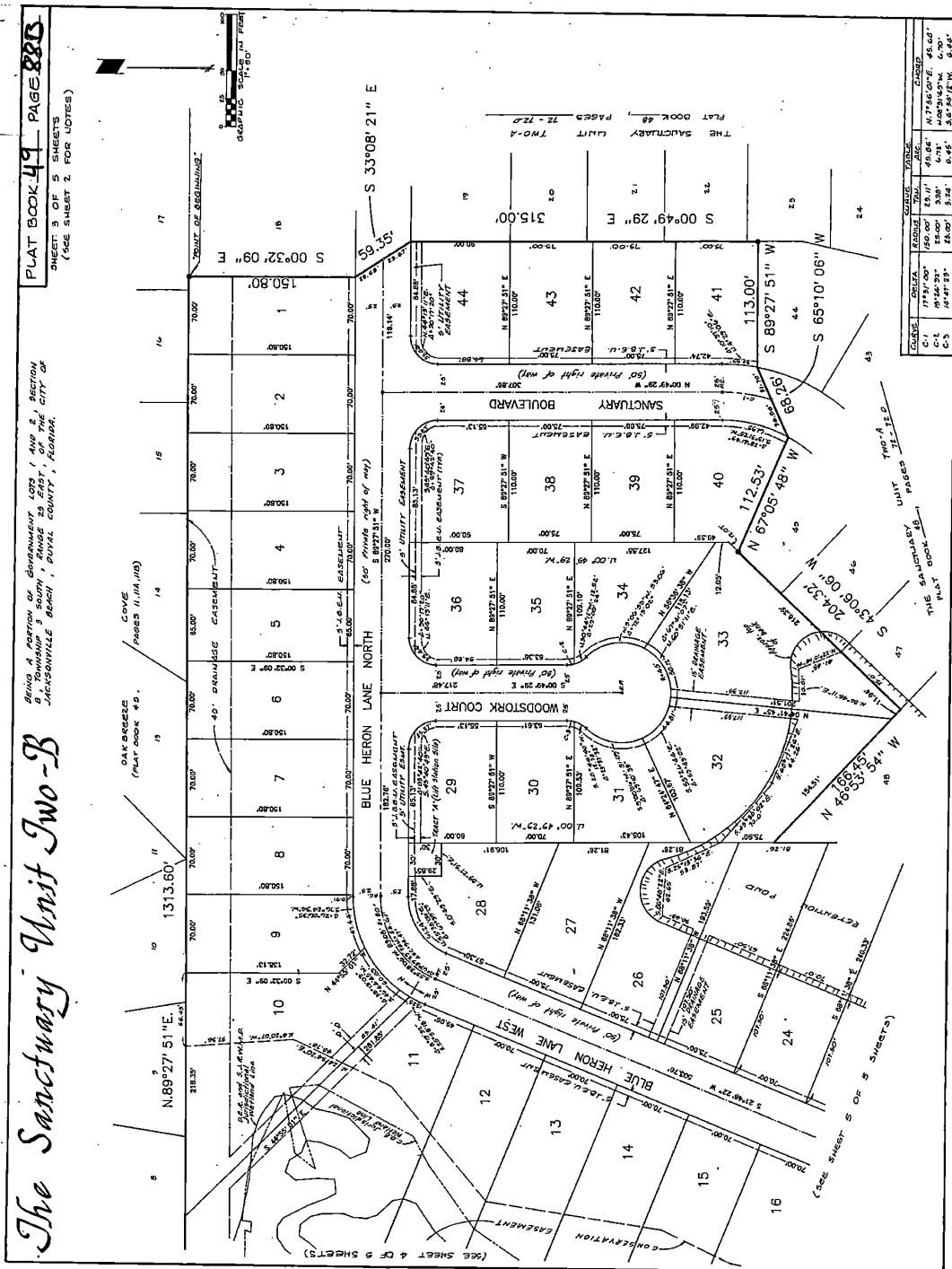


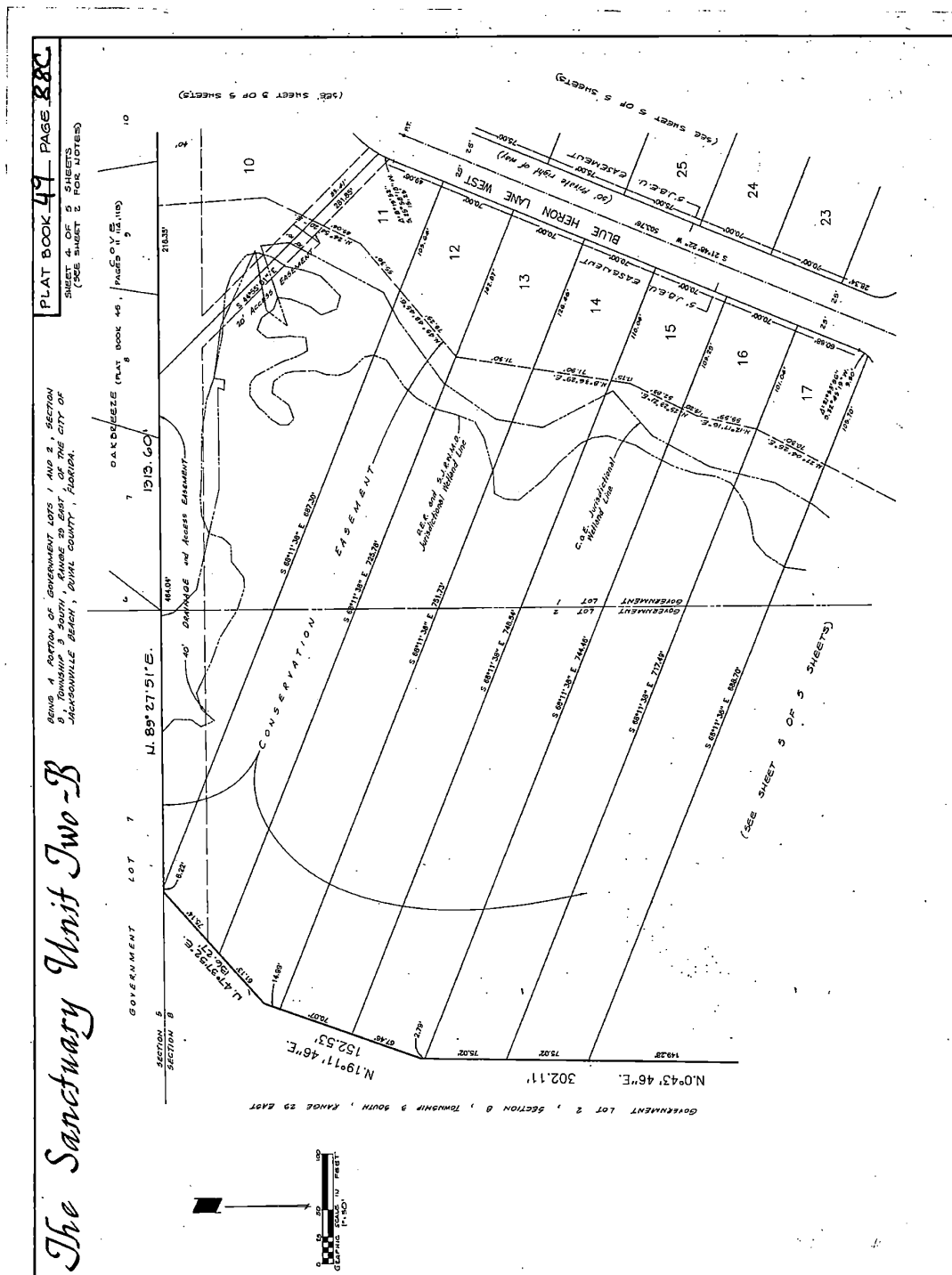
SECTION 8, TOWNSHIP 3 SOUTH, RANGE 29 EAST

CURVE	DELTA	RADIUS	CURV	TANG	ARC	CHORD
C-1	5° 32' 07"	429.00	20.55'		41.06'	5.0° 11' 19" E, 41.04'
C-2	16° 48' 50"	976.00'	55.40'		110.01'	5.11° 23' 35" E, 109.62'
C-3	7° 09' 45"	243.00'	13.41'		46.87'	5.0° 23' 08" E, 46.84'
C-4...	5° 22' 08"	316.01'	11.69'		13.25'	5.11° 04' 54" E, 33.34'



THE SANCTUARY UNIT ONE
(PLAT BOOK 45, PAGES 59, 60A-78X).





THE SANCTUARY UNIT FOUR

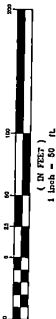
CITY OF JACKSONVILLE BEACH, FLORIDA

A REPLAT OF TRACT "J", THE SANCTUARY UNIT ONE, AS RECORDED IN PLAT BOOK 45, PAGES 58, 58A THROUGH 58I OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

THE PROPERTY SHOWN HEREON APPEARS TO BE IN FLOOD ZONE "X" (FLOOD INSURANCE RATE MAP NO. 17000-0002 D REVISION APRIL 17, 1989 FOR THE CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA.

PLAT BOOK 5A PAGE 10A
SHEET 2 OF 2

GRAPHIC SCALE



SANCTUARY BOULEVARD
(PRIVATE ROAD - PAVED)
RIGHT OF WAY BOUNDARIES

UNPLATTED AREA OF GOVERNMENT LOT 5, SECTION 9, TOWNSHIP 3 SOUTH, RANGE 29 EAST

S50°49'29"E 433.14'

383.10' UNPLATTED TO SUBSEQUENT

CONCRETE CURB AND GUTTER

STAMPED 18 INCHES 407

152.87' WORKMENT TO WORKMENT

98°00'00"E 202.43'

LOT 23

LOT 2

LOT 1

LOT 2

LOT 1

LOT 2

LOT 1

LOT 2

LOT 1

LOT 2

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MOURNING DOVE LANE
(PRIVATE ROAD - PAVED)
RIGHT OF WAY BOUNDARIES

S01°32'39"W CH 57.27'

DELTA 150°43'30"

R 260.01' L 34.99'

S04°54'23"W CH 34.97'

LOT 3

LOT 2

LOT 1

LOT 2

LOT 1

LOT 2

LOT 1

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L A K E

NON-EXCLUSIVE EASEMENT FOR BOAT ACCESS AND MAINTENANCE
OFFICIAL RECORDS VOLUME 8748 PAGE 22-23

APPROXIMATE EDGE OF WATER

APPROXIMATE TOP OF BANK

REVERSE SIDE ONLY

NET 20' x 10' x 10'

LOT 1

LOT 2

LOT 1

LOT 2

LOT 1

LOT 2

LOT 1

LOT 2

LOT 1

LOT 2

LOT 1

LOT 2

LOT 1

LOT 2

LOT 1

LOT 2

PRIVATE LAKE EASEMENT

LOT 14

LOT 13

LOT 12

LOT 11

LOT 10

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

LEGEND:

- D CONCRETE EASEMENT MONUMENT 4" x 4"
- CH CHAINED SURVEY
- DELTA DELTA OF ANGLE
- L LINE
- P PERMANENT POINT OF MONUMENT
- R RADIUS
- S BEARING
- CH CHAINED SURVEY
- DELTA DELTA OF ANGLE
- L LINE
- P PERMANENT POINT OF MONUMENT
- R RADIUS
- S BEARING

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEFINITION OF THE SURROUNDED LANDS OR DIGITAL FORM OF THE PLAT. NO CIRCUMSTANCES BE SUPPLAINED IN AUTHORITY BY ANY OTHER GRAPHIC THERE MAY BE ADDITIONAL REVISIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

BEARINGS BASED ON THE EAST LINE OF TRACT "J" AS BEING S00°49'29"E AS PER PLAT.

CLERK'S CERTIFICATE 4001072213

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, AND SUBMITTED TO ME FOR RECORDING, AND IS RECORDED IN PLAT BOOK 5A, PAGE 10A, DAY OF April.

CLERK OF THE CIRCUIT COURT

DEPUTY CLERK

PREPARED BY: TWO WINSTONS, INC.
17750 N. W. 11TH AVE., SUITE 100
MIAMI, FLORIDA 33187
(305) 241-8529

CITY OF JACKSONVILLE BEACH, FLORIDA
A REPLAT OF PART OF LOT 3, THE SANCTUARY UNIT FOUR, AS RECORDED IN PLAT BOOK 54,
PAGES 10 AND 10A OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOT 3, THE SANCTUARY UNIT FOUR, AS RECORDED IN PLAT BOOK 84, PAGES 10 AND 10A OF THE CURRENT RECORDS OF THE COUNTY OF SOUTHERN CALIFORNIA, AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION THEREOF:

THE PORTION OF SAID LOT 3, THE SANCTUARY UNIT FOUR, BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF SAID SANCTUARY UNIT FOUR, THENCE NORTH 83°55'28" WEST, A DISTANCE OF 190.81 FEET TO THE WEST LINE OF SAID LOT 3, THENCE NORTH 00°23'58" EAST, ALONG SAID WEST LINE, A DISTANCE OF 227.27 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 3, THENCE NORTH 54°13'03" EAST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 14.00 FEET TO THE SOUTH LINE OF SAID LOT 2, THENCE SOUTH 78°53'52" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 181.05 FEET TO THE POINT OF BEGINNING.

[illegible]

AN EASEMENT FOR INGRESS AND EGRESS, OVER, UNDER, ACROSS AND THROUGH ALL ROADS, RIGHT OF WAYS, DRAINAGE AND UTILITY EASEMENTS AND NON-ACCESS EASEMENTS SHOWN HEREON, INCLUDING BUT NOT LIMITED TO, THE JACKSONVILLE BEACH, TO THE CITY OF JACKSONVILLE BEACH, THEIR SUCCESSORS AND ASSIGNS.

COVENANTS DEPICTED ON THIS PLAT AS CITY OF JACKSONVILLE BEACH ELECTRIC UTILITY CASEMENT, (C.J.B.E.U.) FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM AND APPURTENANCES, IS HEREBY RESERVED AND IRREVOCABLY ASSIGNED TO THE CITY OF JACKSONVILLE BEACH, ITS SUCCESSORS AND ASSIGNS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND.

(1) NO UTILITIES OTHER THAN CITY OF JACKSONVILLE BEACH MAY BE INSTALLED PARALLEL WITHIN SAID EASEMENTS.

(2) EASEMENTS DENOTED AS CITY OF JACKSONVILLE BEACH ELECTRIC UTILITY EASEMENT (C.J.B.E.U.) AND WHERE SURFACE MOUNTED EQUIPMENT, FACILITIES, AND APPURTENANCES ARE PLACED SHALL REMAIN TOTALLY UNOBTSTRUCTED IN COMPLIANCE WITH THE UTILITY'S REQUIREMENTS AND SPECIFICATIONS FOR CLEARANCES FROM EQUIPMENT OF SHRUBS, TREES, PLANTS, FENCES, AND ETC.

(3) ALL LOTS ARE SUBJECT TO AN EASEMENT FOR UNDERGROUND ELECTRIC DISTRIBUTION LINES AND ABOVE GROUND APPEARANCES OVER, UNDER, ACROSS AND ALONG A MINIMUM OF FIVE (5') FEET IN WIDTH, STRIP OF LAND ADJACENT TO, ABUTTING, PARALLEL AND CONCENTRIC WITH THE ROAD RIGHT-OF-WAY DEDICATED BY THIS PLAT.

(4) A MINIMUM EASEMENT WIDTH OF TEN (10') FEET IS REQUIRED, IN THE CASE, WHERE CITY OF JACKSONVILLE BEACH ELECTRIC UTILITY EASEMENT DOES NOT ABUT, NOT ADJACENT TO, NOR CONTIGUOUS TO SAID RIGHT OF WAY.

PREPARED BY:
BOATWRIGHT LAND SURVEYORS, INC.
1520 SOUTHERN BOULEVARD, SUITE 100
DADE CITY, FLORIDA 34608
(813) 241-5550

IN WITNESS WHEREOF, DAVID L. SPENCER AND KATHLEEN B. SPENCER, HAVE SIGNED THESE PRESENTS THIS 04 DAY OF April, 2005.

PRINTED: Debra R. McCall
Joana S. Williams
PRINTED: JOANA WILLIAMS

Debra R. McCall
PRINTED: Debra R. McCall

Joanna S. Williams
PRINTED: JOANNA WILLIAMS

STATE OF FLORIDA, COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15TH DAY OF AUGUST 2005 BY DAVID L. SPENCER AND KATHLEEN B. SPENCER, WHO ARE PERSONALLY KNOWN TO ME OR WHO HAVE PRODUCED FOR IDENTIFICATION.

Gloria D. Oliver
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE (PRINTED NAME)

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED AND PLATTED AND DESCRIBED IN THE CAPTION. THAT THE SURVEY WAS MADE UNDER MY PERSONAL SUPERVISABLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF FLORIDA STATUTE 177, THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND THE CITY OF JACKSONVILLE BEACH, FLORIDA.

SIGNED AND SEALED THIS 29TH DAY OF July 2005.

BOATWRIGHT LAND SURVEYORS, INC.,
FLORIDA LICENSED SURVEYING AND
MAPPING BUSINESS No. LB 3672

APPROVED FOR THE RECORD

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED, ACCEPTED AND APPROVED BY THE CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA. THIS 15 DAY OF April 2005.

MAYOR

PLAT CONFORMITY REVIEW

THIS PLAT HAS BEEN REVIEWED AND FOUND IN COMPLIANCE WITH PART 1, CHAPTER 177, FLORIDA STATUTES. THIS 29th DAY OF JULY, 2005.

REVIEWED BY:

STEPHEN W. CREWS
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE No. LS 5996

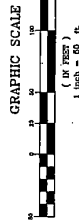
Handwritten: Handwritten

STEPHEN W. CREWS
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE No. LS 5996

THE SANCTUARY UNIT FIVE

CITY OF JACKSONVILLE BEACH, FLORIDA
A REPLAT OF PART OF LOT 3, THE SANCTUARY UNIT FOUR, AS RECORDED IN PLAT BOOK 54,
PAGES 10 AND 10A OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PLAT BOOK 58 PAGE 165
SHEET 2 OF 2



CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	78.00	55.32	14.14	N83°00'00"W	44.190°
C2	78.00	55.32	14.14	N83°00'00"W	44.190°
C3	78.00	55.32	14.14	N83°00'00"W	44.190°
C4	78.00	55.32	14.14	N83°00'00"W	44.190°
C5	78.00	55.32	14.14	N83°00'00"W	44.190°
C6	78.00	55.32	14.14	N83°00'00"W	44.190°
C7	78.00	55.32	14.14	N83°00'00"W	44.190°
C8	78.00	55.32	14.14	N83°00'00"W	44.190°
C9	78.00	55.32	14.14	N83°00'00"W	44.190°
C10	78.00	55.32	14.14	N83°00'00"W	44.190°
C11	78.00	55.32	14.14	N83°00'00"W	44.190°
C12	78.00	55.32	14.14	N83°00'00"W	44.190°
C13	78.00	55.32	14.14	N83°00'00"W	44.190°
C14	78.00	55.32	14.14	N83°00'00"W	44.190°
C15	78.00	55.32	14.14	N83°00'00"W	44.190°
C16	78.00	55.32	14.14	N83°00'00"W	44.190°
C17	78.00	55.32	14.14	N83°00'00"W	44.190°
C18	78.00	55.32	14.14	N83°00'00"W	44.190°
C19	78.00	55.32	14.14	N83°00'00"W	44.190°
C20	78.00	55.32	14.14	N83°00'00"W	44.190°

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	78.00	55.32	14.14	N83°00'00"W	44.190°
C2	78.00	55.32	14.14	N83°00'00"W	44.190°
C3	78.00	55.32	14.14	N83°00'00"W	44.190°
C4	78.00	55.32	14.14	N83°00'00"W	44.190°
C5	78.00	55.32	14.14	N83°00'00"W	44.190°
C6	78.00	55.32	14.14	N83°00'00"W	44.190°
C7	78.00	55.32	14.14	N83°00'00"W	44.190°
C8	78.00	55.32	14.14	N83°00'00"W	44.190°
C9	78.00	55.32	14.14	N83°00'00"W	44.190°
C10	78.00	55.32	14.14	N83°00'00"W	44.190°
C11	78.00	55.32	14.14	N83°00'00"W	44.190°
C12	78.00	55.32	14.14	N83°00'00"W	44.190°
C13	78.00	55.32	14.14	N83°00'00"W	44.190°
C14	78.00	55.32	14.14	N83°00'00"W	44.190°
C15	78.00	55.32	14.14	N83°00'00"W	44.190°
C16	78.00	55.32	14.14	N83°00'00"W	44.190°
C17	78.00	55.32	14.14	N83°00'00"W	44.190°
C18	78.00	55.32	14.14	N83°00'00"W	44.190°
C19	78.00	55.32	14.14	N83°00'00"W	44.190°
C20	78.00	55.32	14.14	N83°00'00"W	44.190°

LINE	CHORD	BEARING
L1	24.73	S07°55'25"E
L2	24.73	S07°55'25"E
L3	24.73	S07°55'25"E
L4	24.73	S07°55'25"E
L5	24.73	S07°55'25"E
L6	24.73	S07°55'25"E
L7	24.73	S07°55'25"E
L8	24.73	S07°55'25"E
L9	24.73	S07°55'25"E
L10	24.73	S07°55'25"E
L11	24.73	S07°55'25"E
L12	24.73	S07°55'25"E
L13	24.73	S07°55'25"E
L14	24.73	S07°55'25"E
L15	24.73	S07°55'25"E
L16	24.73	S07°55'25"E
L17	24.73	S07°55'25"E
L18	24.73	S07°55'25"E
L19	24.73	S07°55'25"E
L20	24.73	S07°55'25"E

- LEGEND:
- PERMANENT ELEVATION MONUMENT 4.44'
 - CONCRETE STAMPED "S.N. 3285"
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - PCC POINT OF CURVATURE
 - PRC POINT OF REVERSE CURVATURE
 - C&G ELECTRIC UTILITY EASEMENT

THE PROPERTY SHOWN HEREON APPEARS TO BE IN FLOOD ZONE "A" (EL. 5) AS WELL AS CAN BE DETERMINED FROM THE 120078 0002 D REVISION APRIL 17, 1989 FOR THE CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA.

CLERK'S CERTIFICATE 2005-5256659

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, AND IS A REPLAT OF PART OF LOT 3, THE SANCTUARY UNIT FOUR, AS RECORDED IN PLAT BOOK 54, PAGES 10 AND 10A OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THIS 14th DAY OF 2005.

Jim Walker
CLERK OF THE CIRCUIT COURT

Debra Marshall
DEPUTY CLERK

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL REPRESENTATION OF THE SUBDIVISION LAY-OUT DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
BEARINGS BASED ON THE EAST LINE OF TRACT "J" AS BEING S00°49'29"E AS PER PLAT.

NOTE:
THIS RE-PLAT OF "TRACT F" UNDER "THE SANCTUARY OF JACKSONVILLE BEACH" ASSOCIATION, INC. WAS PREPARED BY THE ASSOCIATION'S ENGINEER, AND IS SUBJECT TO THE EXISTING GUARANTEE OF THE ASSOCIATION'S ENGINEER. THE ASSOCIATION'S ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, NOR FOR THE RESULTS OF ANY SURVEY OR MEASUREMENTS MADE THEREFROM. THE ASSOCIATION'S ENGINEER IS NOT RESPONSIBLE FOR THE RESULTS OF ANY SURVEY OR MEASUREMENTS MADE THEREFROM. THE ASSOCIATION'S ENGINEER IS NOT RESPONSIBLE FOR THE RESULTS OF ANY SURVEY OR MEASUREMENTS MADE THEREFROM.

ENGINEER: JIM WALKER
1000 W. JACKSONVILLE BEACH, FLORIDA
(904) 241-4800

EXHIBIT "B"
AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF DUVAL)

BEFORE ME this day personally appeared Matthew Voutour, who being first duly sworn, according to law, deposes and says:

1. I am the President of THE SANCTUARY OF JACKSONVILLE BEACH HOMEOWNERS, INC.

2. A Notice of Meeting of the Board of Directors was mailed or hand delivered to all members of THE SANCTUARY OF JACKSONVILLE BEACH HOMEOWNERS, INC. in accordance with Florida Statutes, Section 712.05, and said Notice contained the following statement:

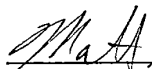
STATEMENT OF MARKETABLE TITLE ACTION

THE SANCTUARY OF JACKSONVILLE BEACH HOMEOWNERS, INC. (hereinafter the "Association") has taken action to ensure that the Declaration of Covenants, Conditions, Restrictions and Easement for The Sanctuary which is recorded in Official Records Book 6749, Page 2236, *et seq.*, of the current Public Records of Duval County, Florida, together with all amendments thereto, and the Declaration of Covenants, Conditions, Restrictions and Easement for The Sanctuary Unit Two-A, which is recorded in Official Records Book 7903, Page 1224, *et seq.*, of the current Public Records of Duval County, Florida, together with all amendments thereto, each as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Duval County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

3. That on July 18, 2019, the meeting of the Board of Directors was conducted whereby there were a quorum of the Board of Directors present. By a vote of 4 Yes to 0 No, the Board of Directors resolved to approve the preservation of the Declaration of Covenants and Restrictions for Pablo Woods.

4. FURTHER AFFIANT SAYETH NAUGHT.

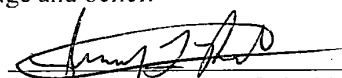
THE SANCTUARY OF
JACKSONVILLE BEACH
HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation



By: Matthew Voutour
Its: President

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to (or affirmed) and subscribed before me this 16 day of July, 2019, by Matthew Voutour, as President for and on behalf of The Sanctuary of Jacksonville Beach Homeowners Association, Inc., (☒) to me well known or (☐) who produced _____ as identification, who stated that they are the President of The Sanctuary of Jacksonville Beach Homeowners Association, Inc., that they have read the foregoing Affidavit, and swears the contents thereof are true to the best of their knowledge and belief.


Notary Public, State of Florida

My commission expires: Feb 24, 2020

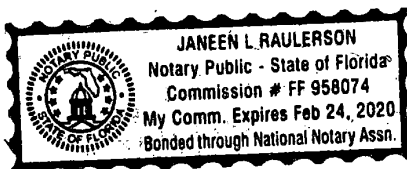


EXHIBIT "C

(Declaration)

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**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
THE SANCTUARY**

THIS DECLARATION, made on the date hereinafter set forth by MARINER COVE, LTD., a Florida limited partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Jacksonville Beach, County of Duval, State of Florida, which is more particularly described on Exhibit A attached hereto and made a part hereof ("Property"), and

WHEREAS, Declarant desires to provide for the orderly development of the Property so as to promote the well being of the residents and the value of the Property, and

WHEREAS that Declarant deems it desirable to create a not-for-profit association to manage the Property. Such Association, as hereinafter defined, shall own, operate, maintain and administer all the Common Area, as hereinafter defined; shall administer and enforce the covenants, conditions, restrictions and limitations set forth herein; shall enforce the easements created herein and shall collect and disburse the assessments hereinafter created, and

NOW, THEREFORE, Declarant hereby declares that all of the Property described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Provided, however, the easements restrictions, covenants and conditions contained herein shall not benefit persons or entities unless they are specifically described herein or own land which constitutes a part of the Property.

ARTICLE I

DEFINITIONS

Section 1. "Additional Property" shall mean and refer to any land which is adjacent or contiguous with the Property including without limitation the land described on Exhibit B attached hereto and made a part hereof or land which is located such that if such land is annexed to the Declaration by the Declarant, or its successors or assigns, it shall form an integrated community with the Property. Declarant, or its successors or assigns, may annex the Additional Property by recording in the public records a supplemental declaration subjecting such Additional Property to the covenants and conditions of this Declaration in the manner hereinafter set forth. Provided, however, until the Additional Property is subjected to the Declaration, this Declaration shall not constitute a lien, encumbrance or defect on the title thereof.

Section 2. "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

Section 3. "Association" shall mean and refer to The Sanctuary of Jacksonville Beach Community Association, Inc., its successors and assigns.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Association as amended from time to time.

Prepared by: Linda Connor Kane
Gallagher, Mikals & Cannon, P.A.
2000 Independent Sq., Jacksonville, FL 32202

SHARON STRAYER LEARCH, Attorney
GALLAGHER, MIKALIS & CANNON, P.A.
2000 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

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Section 5. "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved and adopted in the manner set forth in the Declaration, the Articles or the Bylaws.

Section 6. "Common Area" shall mean and refer to those tracts of land which are deeded to the Association and designated in the deed as "Common Area" and such improvements thereon as are specifically conveyed to the Association. All Common Area unless specifically designated as a Limited Common Area, is to be designated to and intended for the common use and/or enjoyment of the Owners and their guests, lessees or invitees (to the extent permitted by the Board of Directors of the Association) subject to any operating rules adopted by the Association and subject to any use rights made or reserved by Declarant prior to conveyance of such Common Area or the granting of the easements or the designation for Association maintenance.

Section 7. "Common Roads" shall mean and refer to the roads depicted on any plat of the Property which provide ingress and egress to any portion of the Property. The Common Roads shall be conveyed to the Association upon completion, as approved and determined by the City of Jacksonville Beach, and accordingly unless specifically set forth to the contrary, references to Common Area shall mean and include the Common Roads.

Section 8. "County" shall mean and refer to Duval County, Florida.

Section 9. "Declarant" shall mean and refer to MARINER COVE, LIMITED, a Florida limited partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and provided that such rights as Declarant are specifically assigned to the successor or assign and such successor or assign shall specifically assume the obligations of Declarant under the Declaration, Articles and Bylaws. Declarant may assign all or part of its rights in the manner set forth in the Assignment.

Section 10. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements for The Sanctuary applicable to the Property.

Section 11. "Limited Common Areas" shall mean and refer to Common Areas owned by the Association but reserved or designated for the exclusive use of Owners living within a specific Neighborhood (as hereinafter defined). The cost of operation, repair and maintenance of such Limited Common Area shall be paid by those Owners within the Neighborhood who have the exclusive right to use such Limited Common Area.

Section 12. "Lot" shall mean and refer to any plot of land together with the improvements thereon shown upon any recorded subdivision plat of the Property or on any preliminary plan for Additional Property which the Declarant intends to plat as a part of the Property.

Section 13. "Member" shall mean and refer to those persons entitled to Class "A" or "B" Membership in the Association as provided in the Declaration and Articles.

Section 14. "Mortgagee" shall mean and refer to any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of an obligation; an insurer or guarantor of such mortgage, including

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without limitation, the Veterans Administration ("VA") or Federal Housing Administration ("FHA") and/or a purchaser or guarantor of such mortgages in the secondary market including without limitation, Federal National Mortgage Association ("FNMA") and Governmental National Mortgage Association ("GNMA"); and the Declarant, if it is holding a first mortgage on any portion of the Property.

Section 15. "Neighborhood" shall mean and refer to a specified group of Lots and the Owners thereof which constitute a separately developed or designated residential area. Neighborhoods shall be designated in the Supplemental Declaration subjecting the specified Lots to the Declaration. Owners within a Neighborhood shall have certain voting rights as more fully set forth in the Bylaws and may have the exclusive use rights of a Common Area.

Section 16. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 17. "Property" or "Properties" shall mean and refer to that certain real property described in Exhibit A together with improvements thereon, (except such improvements the title of which are reserved by the Declarant or its assignees), and such portions of the Additional Property as may hereafter be brought within the jurisdiction of the Declaration by annexation.

Section 18. "Voting Member" shall mean and refer to the person elected from each Neighborhood who shall vote as a representative of that Neighborhood, all as more fully described in the Bylaws.

ARTICLE II

COMMON AREA RIGHTS

Section 1. Owners' Common Area Easements. Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted by the Declarant in the Common Area, every Owner, its successors and assigns and families and every guest, tenant, and invitee of such Owner is hereby granted a right and easement of ingress and egress over the Common Roads and enjoyment in and to Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period, not to exceed sixty (60) days, for any infraction of its published rules and regulations.

(b) The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant permits, licenses and easements over all or any part of the Common Area to any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property and the right of the Board to acquire, extend, terminate or abandon such easement.

(c) The right of the Association to sell, convey or transfer the Common Area or any portion thereof to any third party other than those described in Subsection (b) for such purposes and subject to such conditions as may be approved by two-thirds of the votes of the Voting Members.

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(d) The right of the Board of Directors to adopt rules and regulations pertaining to the use of the Common Area or to limit use of a Common Area by designating such Common Area as a Limited Common Area.

(e) The right of the Declarant or the Board to authorize other persons to enter upon or use the Common Area and/or Limited Common Area for uses not inconsistent with the Owners' rights therein.

(f) The right of the Board to mortgage any or all of the Common Area for the purpose of improvement or repair of the Common Area subject to the approval of two-thirds of the votes of the Voting Members.

Section 2. Delegation of Use. Any Owner may delegate his right of use and enjoyment of the Common Area or appurtenant Limited Common Area to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

Section 3. Owners' Common Road Easements. It is specifically acknowledged that the Common Roads which constitute a part of the Common Area, will be conveyed by the Declarant to the Association free and clear of all liens and encumbrances, except taxes and except Declarant's reserved right to install, repair, restore and maintain all utility installations, street lighting and signage, including without limitation, cable television in the road right of way. Each Owner of a Lot, his successors and assigns, Mortgagees, domestic help, delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property, and such other persons as the Declarant and/or the Association shall designate, are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads.

The Declarant and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, the Declarant or Association shall not deny an Owner or Mortgagee the right of ingress and egress to any portion of the Property owned by such Owner or Mortgagee in favor of such Mortgagee. The Declarant and the Association shall have (a) the right to adopt rules and regulations pertaining to the use of the Common Roads, (b) the right, but no obligation, from time to time, to control and regulate all types of traffic on the Common Roads, including the installation of gatehouses and gate systems, if the Declarant or Association so elects. The Declarant and the Association shall have the right, but no obligation, to control speeding and impose speeding fines to be collected by the Association in the same manner as described in Article IV for the collection of Assessments and to prohibit use of the Common Roads by persons or vehicles (including without limitation, motorcycles, "go-carts", three wheeled vehicles, all terrain vehicles), which in the opinion of Declarant or the Association would or might result in damage to the Common Roads or create a nuisance for the residents, (c) the right, but not the obligation, to control and/or prohibit parking on all or any part of the Common Roads, and (d) the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial which is placed or located on the Property, if the location of the same will in the opinion of the Declarant or the Association obstruct the vision of a motorist.

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The Declarant reserves the sole and absolute right at any time to dedicate a Common Road for public use, provided such road is accepted for such purpose by the applicable governmental authority, and to redesignate, relocate, or close any part of the Common Roads without the consent or joinder of any Owner or Mortgagee so long as no Owner or his Mortgagee is denied reasonable access from his Lot to a public roadway by such redesignation, relocation or closure. In such event, the foregoing easement over the Common Road shall be terminated and the Association shall reconvey the Common Road at the request of the Declarant. Upon the termination of the Declarant's Class B Membership, the foregoing right of Declarant shall vest in the Association.

Section 4. Conveyance of Common Area. The Declarant may convey the Common Area (other than the Common Roads, which shall be conveyed as provided above) to the Association at such time as all the planned improvements, if any, are complete and in the event the Common Property is unimproved at such time as the Declarant determines, but in all events prior to the termination of the Class B membership. Such conveyance shall be subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. The Declarant may reserve certain rights to itself for use of the Common Area which are not inconsistent with use by the Owners. Upon conveyance of the Common Area to the Association, such Common Area shall be held for the benefit of the Owners and shall not be partitioned or used for any other purpose except as such shall benefit the Owners.

The Declarant may further cause portions of the Common Area to be conveyed by the Association and/or to otherwise terminate the designation of such land as Common Area without the consent or joinder of any owner or mortgagee.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Qualification for Membership: Every Owner of a Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

Section 2. Classes of Membership: The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners of Lots, with the exception of the Declarant, and there shall be one vote for each Lot.

(b) Class B. Class B Member shall be the Declarant who shall be entitled to three votes for each Lot owned by it or which are depicted on a preliminary plat for the Property which the Declarant intends to plat as a part of the Property. The total number of votes of the Class B member shall be increased at the time of submission of the preliminary plan to the County to equal three votes for every Lot contained thereupon. The Class B membership shall cease within four (4) months from the happening of the first of the following events to occur:

- (i) when the number of Class B votes equals the number of Class A votes;
- (ii) five (5) years from the date of recording this Declaration;

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- (iii) when Declarant, in its sole discretion, elects to transfer control to the Class A Members.

Section 3. Voting Members. Upon the termination of the Class B Membership, each Neighborhood shall have a Voting Member who shall be the same person as the person who is elected to the Board of Directors from the Neighborhood. In connection with certain specified actions of the Association the approval of the specified percentage of votes cast by the Voting Members shall be required as more fully set forth in the Declaration, Articles and Bylaws.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Base Assessments or charges, (2) Special Assessments and (3) Neighborhood Assessments. Such assessments to be established and collected as hereinafter provided.

(a) Base Assessments are herein defined as those funds regularly collected from all Owners in the Property for the improvement, maintenance and repair of the Common Area, including without limitation the Common Roads, for the operation and administration of the Association, for the establishment of a maintenance, repair and reserve account for payment of taxes and insurance in all Common Area and for such other purposes and obligations of the Association as are required hereunder or permitted in this Declaration, the Articles or Bylaws.

(b) Special Assessments are herein defined as those funds which are established and assessed from Owners for a limited or special purpose which may be assessed against all Owners for expenses incurred which affect all Owners or may be assessed against specified Owner(s) for failure to comply with the terms and conditions of this Declaration.

(c) Neighborhood Assessments are herein defined as those funds which are established and assessed from Owners within a specified Neighborhood for whom special maintenance services are performed by the Association which benefit only the Owners within such Neighborhood including any Limited Common Areas.

The Base, Special and Neighborhood Assessments, (sometimes jointly referred to herein as "Assessments") together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall be the joint obligation of the grantor and grantee under a deed, without affecting the grantee's right to recover the grantor's share from the grantor.

Section 2. Uniform Rate of Assessment. Base Assessments must be fixed at a uniform rate for all Lots. Similarly Neighborhood Assessments must be fixed at a uniform rate for all Lots within the specified Neighborhood. Special

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Assessments, except for those made against an Owner and his Lot for failure to comply with the terms and conditions of this Declaration, must be uniform for all Lots. In the event that a Special Assessment is made against an Owner and his Lot due to such Owner's failure to comply, such Owner and Lot may be subjected to a nonuniform Special Assessment for payment of such costs. Any increase in any Assessment which is required to be uniform must also be applied to the applicable Owners uniformly.

Section 3. Date of Commencement of Base Assessments; Due Dates. The Base Assessments shall commence as to each Lot at such time as the Improvements thereon are completed and a Certificate of Occupancy is issued. In the event that a Lot without improvements is conveyed to a person or entity who does not assume the Declarant's rights in connection with the Lot(s), the Base Assessment for such Lot shall commence at the time of substantial completion of the improvements or six (6) months from date of conveyance, whichever shall first occur. The Board of Directors shall fix the amount of the Base Assessment against each Lot at least thirty (30) days in advance of each calendar year. Written notice of the Base Assessment shall be sent to every Owner subject thereto. Provided, however, receipt of such notice is not a condition precedent to its effectiveness. The Base Assessment shall be paid at such times as the Board may from time to time determine.

Section 4. Association Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments for a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate of interest permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same. The Association may record a claim of lien of record in the county and thereafter foreclose the claim of lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 6. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage held by a Mortgagee. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof. Any such delinquent Assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against all of the Lots as part of the annual budget.

Section 7. Exempt Property. All properties dedicated to, and accepted by, a local public authority or utility company and serving a public use, all properties owned by a charitable or non-profit organization exempt from ad valorem taxation by the laws of the State of Florida and properties owned by the Association shall be exempt from the Assessment created herein, except no land or improvements which are occupied as a residence shall be exempt from Assessments.

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Section 8. Reserves. The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas, including without limitation, Common Roads. This reserve fund shall constitute a portion of the annual budget and shall be maintained out of the Base Assessments. In addition, the Board of Directors may establish reserve funds from the Base Assessments to be held in reserve for:

- (a) major rehabilitation or major repairs;
- (b) for emergency and other repairs required as a result of storm, fire, mutual disaster or other casualty loss; and
- (c) initial cost of any new service to be performed by the Association.

Section 9. Declarant Payment. The Declarant is hereby exempted from payment of Assessments during the period of time for which the Class B Membership exists. Provided, however, during such time the Declarant shall pay any deficit in the Common Expenses as such occur and the amount collected from Owners other than the Declarant. Upon the termination of the Class B Membership, the Declarant shall be required to pay the Assessment due for each Lot owned by it upon which a residential dwelling is substantially completed as evidenced by an issuance of a Certificate of Occupancy. All Assessments paid by the Declarant during the time the Declarant is a Class B Member shall be placed in the Association's account and shall not be commingled with Declarant's general funds.

Section 10. Failure to Give Notice or Revise Budget. The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year or to give notice thereof shall not constitute a waiver or release in any manner of the Owner's obligation to pay any Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or notice of change, each Owner shall continue to pay the Assessment as established for the previous year, until receipt of notice of change.

Section 11. Fidelity Bonds. The Association shall obtain and maintain blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not such person receives compensation for such services. The Association shall be the obligee under such bonds and the premiums shall be paid as a part of the Common Expenses of the Association. In the event that a management agent handles the funds of the Association, such agent shall also provide the same coverage required of the Association. The Association shall be named as an additional obligee in the management agent's bond.

The fidelity bond should cover the maximum funds that will be in the custody of the Association or its management agent at any time the bond is in force which shall be at the minimum equal to three (3) months assessments for all Lots plus the amount of reserves. The bonds must provide for ten (10) days written notice to the Association and to each servicer of a FNMA owned mortgage on a Lot in the Property.

The foregoing requirements are contained in this Declaration for the purpose of compliance with the requirements of certain Mortgagees. Should such coverage become unobtainable or such Mortgagees modify their requirements and the Board may, in its discretion, make such modifications to the provisions hereof as the Board, using its business judgment, deems prudent and reasonable.

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ARTICLE V

ARCHITECTURAL CONTROL

Section 1. General Provisions. Construction of improvements on the Property shall be approved and supervised by one of two architectural review boards.

(a) New Construction Committee ("NCC") is charged with the review of all plans for the initial construction of improvements upon a Lot. The NCC shall be appointed by the Declarant for so long as Declarant owns a Lot within the Property. The NCC shall review and approve all such initial construction whether performed by Declarant, a builder to whom Declarant has conveyed one or more Lots, or an Owner.

(b) Modifications Committee ("MC") is charged with the review of all plans for any addition, removal, change or modification of the improvements upon a Lot. The MC shall be appointed by the Declarant for so long as the Declarant retains its Class B Membership in the Association. Thereafter, the MC shall be appointed by the Board. Provided, however, for so long as the Declarant owns a portion of the Property, the Declarant shall have the right to appoint at least one (1) member of the MC.

(c) The NCC shall review and approve all initial construction of improvements and their appurtenances from the start of construction until an Owner takes title to the Lot (the foregoing is hereinafter referred to as "New Construction"). Thereafter, any modifications to the New Construction, including, without limitation, the installation or change to the exterior of any building, fence, wall, sign, paving, grading, parking and building addition, screen enclosure, sewer, drain, disposal, landscaping or landscaping device or object, exterior lighting scheme, fountain, swimming pool, jacuzzi, awning, shelter and gates (hereinafter jointly referred to as "Proposed Modification") shall be reviewed and approved by the MC.

Section 2. Powers and Duties of the NCC and MC. The NCC and MC shall have the following powers and duties:

(a) To draft architectural criteria. In addition to the basic criteria hereinafter set forth, the NCC and MC may draft such amendments or modifications thereto as each deems reasonable and appropriate, provided, however, such modifications or amendments shall be consistent with the provisions of this Declaration and further provided that modifications and amendments made by the MC shall be submitted to and approved by the Board. Upon adoption of a modification or amendment to the Architectural Criteria by the NCC in the case of New Construction or by the MC and Board in the case of Proposed Modifications, copies of such changes shall be delivered to Owners; provided, however, receipt of the modification or amendment to the criteria shall not be a condition precedent to the effectiveness or validity of such change.

(b) To require submission to each respective committee as is appropriate, two (2) sets of plans and specifications and to the extent that the committee deems it necessary or appropriate, samples of building materials, colors or such other descriptive information as it specifies.

(c) To approve or disapprove New Construction or Proposed Modifications, respectively. In the event that an Owner is aggrieved by the decision of the MC, such decision may be appealed to the Board. The Board's determination with

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regard to a Proposed Modifications shall be binding upon all Owners and if an Owner challenges such decision, the Owner shall pay all attorney's fees.

(d) Each committee shall evaluate the application for the total effect thereof. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measureable criteria. It is possible that New Construction or Proposed Modification might meet the individual criteria delineated in Section 4 of this Article and still not receive approval, if in the sole discretion of the NCC or MC, its overall aesthetic impact is unacceptable. The approval of an application for New Construction or Proposed Modification shall not be construed as creating an obligation on the part of the NCC or MC to approve applications involving similar designs pertaining to different Lots.

(e) If any New Construction or Proposed Modifications shall be changed, modified or altered without prior approval of the applicable committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the New Construction or Proposed Modifications to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the applicable committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the applicable committee.

(f) Any Owner making or causing to be made New Construction or Proposed Modifications agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the NCC, MC, Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from the construction and installation of any New Construction or Proposed Modifications and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the New Construction or Proposed Modifications meets with all applicable governmental approvals, rules and regulations.

(g) The NCC and MC are hereby authorized to make such charges as they deem necessary to cover the cost of review of the plans and specifications.

Section 3. Procedure for Approval of Plans. The NCC or MC shall approve or disapprove the preliminary and final applications for New Construction or Proposed Modifications within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not approved within such period, they shall be deemed approved, however, no plan which is not in compliance with the specific provisions of this Declaration shall be deemed approved.

Section 4. Architectural Criteria. All New Construction or Proposed Modifications shall comply, at a minimum, with the following Architectural Criteria:

(a) Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family residence not to exceed thirty-five (35) feet in height and having a private and enclosed garage for not less than one (1) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no tool or storage room may be constructed separate and apart from the residential dwelling nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

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(b) Lot Siting. The MC shall have the right to impose set back requirements for all lot lines to preserve line of sight of neighboring properties and to assure sufficient open space between structures as the MC shall deem necessary or convenient for safety or aesthetic purposes.

(c) Exterior Color Plan. Each committee shall have final approval of all exterior colors plans and each Owner must submit to the appropriate committee a color plan showing the color of the roof, exterior walls, shutters, trims, which shall be consistent with the dwellings in the surrounding areas.

(d) Roofs. Flat roofs shall not be permitted unless approved by the appropriate committee. Protrusions through roofs for power ventilators or other apparatus, including the color and location thereof, must be approved by the appropriate committee.

(e) Garages and Automobile Storage. Each lot shall have at least a one (1) car garage. No carports will be permitted unless approved by the respective committee. Automobiles shall be stored in garages when not in use. No garage shall be converted to living space unless a garage, in compliance with these provisions, is constructed in its stead and unless the facade of the enclosed garage is approved by the applicable committee and a new garage in compliance with these restrictions is built. The use of side entry garages is encouraged wherever possible.

(f) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent approved material.

(g) Games and Play Structures. All basketball backboards, tennis courts and play structures shall be located at the rear of the dwelling, or on the inside portion of a corner Lot within the setback lines. No platform, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of residence constructed thereon and shall be constructed so as to not adversely affect the adjacent Lots or the use thereof. Any such structure must have prior approval of the applicable committee and without limiting any other criteria for approval, the applicable committee shall review the height of such structure to assure the privacy of neighboring Owners.

(h) Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the applicable committee. The applicable committee shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. Wire or chain link fences are prohibited. If an Owner owns a pet as permitted hereunder, such Owner shall be required either to erect and maintain a fenced rear yard or to construct and maintain another committee-approved method for keeping and maintaining such permitted pets, when outdoors. Any fence, wall, hedge or other similar structure or improvement must be included in the development plan with respect to location, height, and type of material and must be approved by the applicable committee.

(i) Landscaping. A basic landscaping plan shall be prepared for each Lot and must be submitted to and approved by the NCC prior to initial construction and development thereon. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained on any Lot unless approved by the applicable committee. Any vegetable garden shall be screened from view with an approved form of screening.

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(j) Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any Lot shall be subject to the requirements of the applicable committee, which include, but are not limited to the following:

(i) Composition to be of material thoroughly tested and accepted by the industry for such construction;

(ii) Pool screening may not be visible from the street in front of the dwelling (except on corner Lots) unless approved by the applicable committee;

(iii) Location and construction of tennis or badminton courts must be approved by the applicable committee;

(iv) Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting;

(v) Tennis court lighting may be installed if approved by the applicable committee but shall not be permitted to shine onto adjacent Lots.

If one Owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the applicable committee.

(k) Garbage and Trash Containers. All trash, garbage and other waste shall be kept in sanitary containers. The requirements for disposal shall be governed by the rules and regulations of the company or agency providing trash removal services for the Property.

(l) Temporary Structures. No structures of a temporary character, trailer, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently, except that Declarant and or its designees may erect and utilize temporary structures for construction or sales.

(m) Removal of Trees. In reviewing building plans, the applicable committee shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No tree of six (6) inches in diameter at two (2) feet above natural grade shall be cut or removed without approval of the applicable committee, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

(n) Window Air Conditioning Units. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view by a fence, wall or shrubbery.

(o) Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. Approval of water to air heat pumps will not be considered unless excess water can be dispelled directly into a storm water drainage structure.

(p) Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on

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any Lot without the approval of the appropriate committee as to style and location. If and when the United States Postal Service or the newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each Owner, on the request of the appropriate committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

(q) Lot Size. No Lot which has been improved by the construction of a single family dwelling shall be further subdivided or separated into small lots by any Owner; provided that this provision shall not prohibit corrective deeds or similar corrective instruments which convey portions of a Lot to an adjacent Owner or for such similar purpose not resulting in the creation of a new Lot. The Declarant shall have the right to modify the subdivision plats of the Property for use of Lots as roadways or in such other manner as Declarant deems necessary or convenient.

(r) Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line.

(s) Waiver of Architectural Criteria. The Architectural Criteria set forth herein are intended as guidelines to which adherence shall be required by each Owner in the Property; provided, however, the committees shall have the express authority to waive any requirement set forth herein if, in their opinion, they deem such waiver in the best interest of the Property and the deviation requested is compatible with the character of the Property. A waiver shall be evidenced by an instrument signed and executed by the respective committee upon approval by a majority of its members.

Section 5. Enforcement. In the event the Owner constructs an improvement which is not approved as required herein, the Association shall give written notice to the Owner to remove the unapproved improvement ("Removal Notice"). In the event that the Owner fails to remove or commence to remove such improvement within fifteen (15) days from the date of the Removal Notice, then the Association may take such actions to enforce the removal as more fully described in Section 19 of Article VI.

ARTICLE VI

USE RESTRICTIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Lots, the use of the Property and Lots shall be in accordance with the following restrictions and conditions so long as the Property and Lots are subject to this Declaration.

Section 1. Residential Uses. Lots shall be used for residential living units and for no other purpose, and no business or commercial building may be erected on any Lot and no business or commerce may be conducted on any part of any Lot.

Section 2. Antennae. No aerial, antenna, satellite receptor dish or similar device shall be placed or erected upon any Lot or affixed in any manner to the exterior of any improvement on such Lot.