



**Covenants, Conditions, Restrictions and Easements
(CCRE)**

PREPARED BY AND RETURN TO:
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QUEEN'S HARBOUR YACHT & COUNTRY CLUB
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made on the date hereinafter set forth by QUEEN'S HARBOUR YACHT & COUNTRY CLUB, 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, County of Duval, State of Florida, which is more particularly described on Exhibit A attached hereto and made a part hereof and is the owner or has an option to purchase the lands described in Exhibit B attached hereto and made a part hereof.

WHEREAS, Declarant desires to provide for the orderly development of the land described on Exhibit A ("Property") and so much of the land described in Exhibit B ("Additional Property") as may be from time to time subjected to this Declaration, to assure high quality standards for the construction and improvement of the Property and to promote the quality of life for the residents of the Property. Dwellings within the Property may be of different styles including without limitation, detached residences, patio homes, dwellings with one or more common walls, townhomes, condominiums, all of which shall be developed and maintained as a part of a residential development of superior quality, architectural design and condition.

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

WHEREAS, the Declarant intends to develop certain recreational facilities including, without limitation, a golf course, club house, swimming pool and tennis amenities (jointly referred to herein as "Club Facilities") on land adjacent to the Property which facilities will be available for use by the club members and such Owners who from time to time determine to join the Queen's Harbour Yacht & Country Club. Club Facilities are presently owned by the Declarant but may be transferred as hereinafter set forth and shall be subject to such use restrictions as the Owner of the Club Facilities from time to time may determine.

NOW, THEREFORE, Declarant hereby declares that all of the land described on Exhibit A attached hereto and made a part hereof ("Property") 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.

ARTICLE I

DEFINITIONS

Section 1.1. "Additional Property" shall mean and refer to any land which is adjacent or contiguous with the Property including, without limitation, the land described in Exhibit B attached hereto and made a part hereof or, 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 may annex the Additional

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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 such Additional Property is subjected to the Declaration, this Declaration shall not constitute a lien, encumbrance or defect on the title thereof.

Section 1.2. "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

Section 1.3. "Association" shall mean and refer to the Queen's Harbour Yacht & Country Club Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 1.4. "Bylaws" shall mean and refer to the bylaws of the Association as amended from time to time.

Section 1.5. "Club Facilities" shall mean and refer to those recreational facilities and appurtenances thereto owned by the Declarant, its successors and assigns, which are from time to time designated as a part of Queen's Harbour Yacht & Country Club, including without limitation the club house, the eighteen (18) hole golf course with related golf cart storage and maintenance facilities, tennis courts and related facilities and swimming pool with cabana area.

Section 1.6. "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 by the Board of Directors in the manner set forth in the Declaration, the Articles or the Bylaws.

Section 1.7. "Common Property" shall mean and refer to those tracts of land which are deeded to the Association and such improvements thereon as are specifically conveyed to the Association. The term "Common Property" shall also include any personal property acquired by the Association, as well as certain areas within the Property designed for maintenance responsibility which the Association is herein obligated to maintain, notwithstanding that it may not own the underlying fee simple title. All Common Property is to be devoted to and intended for the common use and benefit of the Owners and their guests, lessees or invitees and the visiting general public (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 Property and subject to any and all Permits. Common Property shall not include the facilities which are designated a part of the Club Facilities.

Section 1.8. "Common Roads" shall mean and refer to the roads depicted on any plat of the Property which provide ingress and egress to a Lot or Dwelling Unit. The Common Roads shall be conveyed to the Association upon completion and thereafter maintained by the Association and accordingly unless specifically set forth to the contrary, references to Common Property shall mean and include the Common Roads.

Section 1.9. "County" shall mean and refer to Duval County, Florida.

Section 1.10. "Declarant" shall mean and refer to Queen's Harbour Yacht and Country Club, Ltd., a Florida limited partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot or parcel of Property from the Declarant for the purpose of development and resale to an Owner who will reside therein and provided that such rights of the Declarant are specifically assigned to the

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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 and to the extent set forth in the assignment.

Section 1.11. "Declaration" shall mean and refer to this Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property as it may be amended or supplemented from time to time.

Section 1.12. "District" shall mean and refer to separately designated group of Lots or Dwelling Units and the Owners thereof which constitute a separately developed residential area representing a political unit for the purpose of electing members of the Board of Directors and which may have certain additional rights and obligations. Districts shall not be required to be equal in population and a District may be comprised of non-contiguous property. The Declarant may, at any time, and from time to time until termination of Class "B" membership, establish or reestablish the boundaries of a District which modification shall be evidenced in the minute book of the Association. After termination of the Class "B" membership, the Board of Directors, by a two-thirds vote, may modify and amend the District boundaries which amendment or modification shall be set forth in the minute book of the Association. Any change of District boundaries shall not constitute an amendment to the Declaration.

Section 1.13. "Dwelling Unit" shall mean and refer to any single family residential dwelling constructed or to be constructed on or within a Lot, whether detached or attached, or a condominium unit.

Section 1.14. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property.

Section 1.15. "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 1.16. "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; a holder of a mortgage securing funds for the construction or development of the Property; an insurer or guarantor of such mortgage, including without limitation, the Veterans Administration ("VA") or Federal Housing Administration ("FHA") and/or a purchaser 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 1.17. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Dwelling Unit, 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 1.18. "Permits" shall mean and refer to the permits, easements and other approvals secured by various governmental agencies and regulatory bodies which govern the development of the Property, including, without limitation, the Permits issued by the Florida Department of Environmental Regulation, Florida Department of Natural Resources, the St. Johns River Water Management District, the Army Corps of Engineers, the US Coast Guard and Florida Department of Transportation.

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Section 1.19. "Property" 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 1.20. "PUD Ordinance" shall mean and refer to that certain Ordinance Number 85-35 approved by the City of Jacksonville setting forth certain development criteria and obligations governing the development of the Property as such ordinance may be modified from time to time.

ARTICLE II

COMMON PROPERTY RIGHTS

Section 2.1. Owners' Common Property Easements. Subject to the provisions of the Declaration, the Permits, the rules and regulations of the Association, and any prior use rights granted or reserved in the Common Property, every Owner(s), their successors and assigns and their families and every guest, tenant, and invitee of such Owner(s) are hereby granted a right and easement of ingress and egress and use in and to Common Property which shall be appurtenant to and shall pass with the title to every Lot and Dwelling Unit, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner for any period during which any Assessment (as hereinafter defined) against his Lot or Dwelling Unit remains unpaid; and for a period, not to exceed 60 days, for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas or private roads or cul-de-sacs, if any, so as to prohibit ingress and egress to his Lot or Dwelling Unit or to deny utility service.

(b) The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property 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 Property 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 a two-thirds vote of the Board of Directors subject to the requirements of the Permits.

(d) The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property.

(e) The right of the Declarant or the Association to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owners' rights therein.

(f) The right of the Association to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property subject to the approval of two-thirds (2/3) of the Board of Directors.

Section 2.2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Property to the members of his family, his tenants, guests and invitees or contract purchasers who occupy the Dwelling Unit within the Property.

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Section 2.3. Owners' Common Road Easements. It is specifically acknowledged that the Common Roads will be conveyed by the Declarant to the Association free and clear of all liens, except taxes, matters of record prior to the conveyance and except Declarant's reserved easement for ingress and egress and Declarant's reserved right, but not obligation, to install all utilities, street lighting and signage, including without limitation, cable television in the road right of way. Each Owner of a Lot or Dwelling Unit, his successors and assigns, domestic help, guests, invitees, delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property, Mortgagees 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, but not obligation, 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 or right to obtain utility services to any portion of the Property owned by such Owner or Mortgagee. The Declarant and the Association shall have (a) the right to adopt reasonable 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 manner provided for Assessments and to prohibit use of the Common Roads by traffic or vehicles (including without limitation, motorcycles, "go-carts", three wheeled 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 no obligation, to control and 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.

The Declarant reserves the sole and absolute right at any time to dedicate a Common Road for public use 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 or Dwelling Unit to a public roadway by such redesignation, relocation or closure. In such event, the foregoing easement over the Common Road shall be automatically terminated and, if necessary, the Association shall reconvey the Common Road at the request of the Declarant.

Section 2.4. Conveyance of Common Property. The Common Roads shall be conveyed to the Association as provided above, the Declarant may convey the Common Property 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 no later than the time of termination of the Class B membership. Such conveyance shall be subject to easements and restrictions of record, the Permits and free and clear of all liens except taxes and matters of record prior to conveyance. The Declarant may reserve certain rights to itself for use of the Common Property and/or Common Roads. The Declarant may terminate the designation of

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land as Common Property without consent or joinder of any Owner or Mortgagee. Upon conveyance of the Common Property to the Association, such Common Property shall be held for the benefit of the Association and its Members.

ARTICLE III

STRUCTURE, POWERS, AND DUTIES OF,
MEMBERSHIP AND VOTING RIGHTS IN,
THE ASSOCIATION

Section 3.1. Association. The Association is the not-for-profit corporation charged with the duties and vested with the powers set forth in the Florida Statutes for not-for-profit corporations and set forth in the Articles of Incorporation, Bylaws and this Declaration. A Board of Directors of the Association, and officers, elected as provided in the Articles and Bylaws, shall conduct the affairs of the Association in accordance with the Declaration, Articles and Bylaws.

Section 3.2. Qualification for Membership: Every Owner of a Lot or Dwelling Unit which is subject to this Declaration and the Declarant shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling Unit which is subject to this Declaration.

Section 3.3. Classes of Membership and Voting Rights: The Association shall have two classes of voting membership:

(a) Class A Members shall be all Owners of Lots or Dwelling Units, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot or Dwelling Unit owned. Once a Class A Member has constructed a Dwelling Unit on a Lot, the vote associated with the Lot shall then be associated with the Dwelling Unit.

(b) Class B Member shall be the Declarant who shall be entitled to ten votes for each Lot or Dwelling Unit approved by the PUD Ordinance which has not been conveyed to a Class A Member. The Class B membership shall cease upon the happening of the first of the following events to occur:

(i) when the total of the votes held by the Class A Membership equals total vote for the Class B Member;

(ii) twenty-five years from the date of recording this Declaration;

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

Section 3.4. Approval by Voting. Whenever in this Declaration a proposed action or issue must be approved by a specified percentage of the vote of the Members of the Association such approval may be obtained by:

(a) the specified percentage of Members of each class of Members casting their respective votes to approve such action or issue in person or by proxy at duly noticed and constituted meeting of the Members at which a quorum is present, or

(b) the specified percentage of Members of each class of Members holding all votes giving the approval by written consent to approve the action or issue.

To the extent that a meeting of all Members is impractical then meetings may take place in Districts in the manner set forth in the Bylaws and the total of votes of each meeting shall be calculated as set forth in the Bylaws.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Dwelling Unit owned within the Property, hereby covenants, and each Owner of any Lot or Dwelling Unit 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:

(a) Annual Assessments which are herein defined as those funds regularly collected from Owners of Lots or Dwelling Units in the Property for the improvement, maintenance and repair of the Common Property, for the operation and administration of the Association, for the establishment of a maintenance, repair and reserve account for the payment of taxes and insurance on the Common Property and for such other purposes and obligations of the Association as are required hereunder or permitted in this Declaration, the Articles or the Bylaws.

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

(c) District Assessments are herein defined as those funds which are established and assessed from Owners within a specific District for whom special maintenance services are performed by the Association which primarily benefit the Owners within the District.

The Annual, Special and District Assessments, (sometimes jointly referred to herein as "Assessments") together with interest, costs, and reasonable attorney's fees, are a charge on the Lot or Dwelling Unit and shall be a continuing lien upon the Lot or Dwelling Unit 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 or Dwelling Unit 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. There shall be no diminution or abatement of any Assessment based upon any alleged failure of the Association to perform some function required of it, or any alleged negligent or wrongful acts of the Association, its officers, agents or employees or based upon an Owner's abandonment or non use of the Lot or Dwelling Unit or Common Property.

Section 4.2. Annual Assessments. The Board of Directors shall have the right, power and authority, during any fiscal year, to set or increase the Annual Assessment for the purpose of meeting the Common Expenses on a current basis.

The Annual Assessment shall be computed on an equal basis for Lots and Dwelling Units. Provided, however, to the extent that certain multi-family parcels are developed at a density of greater than four units per acre, then the Dwelling Units in such parcels may be deemed fractional units both with respect to any Assessment and votes, all as more fully set forth in the Supplemental Declaration subjecting such Dwelling Units to this Declaration. Once a Dwelling Unit is constructed upon a Lot it shall be considered a Dwelling Unit and subject to restrictions contained herein for Lots and Dwelling Units except that the Owner of a Lot with a Dwelling Unit constructed thereon shall be counted only once in computing the Annual Assessment and shall have only one vote.

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Section 4.3. Special Assessments.

(a) In addition to the Annual Assessments authorized above, the Association may levy, in any fiscal year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the approval of two-thirds (2/3) majority vote of the Board unless the Special Assessment is required due to the inadequacy of the insurance proceeds to cover the cost of a repair to Common Property (See Section 9.1) wherein no approval shall be required.

(b) In the event that an Owner fails to maintain his Lot or Dwelling Unit and any appurtenant improvements as required herein or in any other manner violates the terms and conditions of this Declaration, the Association may give written notice specifying such failure or violation to the Owner and if the Owner fails to correct such unperformed maintenance or the violation within ten (10) days from the Association's written notice, the Association may perform such maintenance and the cost of such shall constitute a Special Assessment for which a claim of lien may be filed and enforced.

Section 4.4. District Assessments. The Declarant, for so long as it is a Class B Member of the Association and thereafter, the Board, may designate specified Lots or Dwelling Units as a District for the purpose of operating and maintaining specified improvements on the Common Property which primarily serve such Owners. The cost of such operation and maintenance to be paid by the Owners in the District and it shall be deemed a District Assessment. Unless specifically set forth to the contrary, District Assessments shall be payable at the same time as the Annual Assessments.

Section 4.5. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments, except those for failure to maintain as set forth in Subsection 4.3(b), must be fixed at a uniform rate for all Lots and Dwelling Units in a class and any increase must be applied uniformly for all classes. District Assessments shall be paid at a uniform rate for all Lots within the District.

All portions of the Property dedicated to, and accepted by, a local public authority or utility company and serving a public use, all portions of the Property owned by a charitable or non-profit organization exempt from ad valorem taxation by the laws of the State of Florida, the Common Property and portions of the Property owned by the Declarant for which there is no recorded plat shall be exempt from the Assessment created herein, except no Lot on which a Dwelling Unit is completed and occupied as a residence shall be exempt from Assessments.

Section 4.6. Date of Commencement of Annual Assessments: Due Dates. A Lot shall be deemed substantially complete and subject to Assessments when the Common Roads necessary to provide access to a particular Lot have been constructed and utilities for use of Owner are in place. With respect to any Lots which are conveyed with the Dwelling Unit complete, the Annual Assessment shall commence upon conveyance of the Dwelling Unit to a third party purchaser. Provided, however, that Lots owned by the Declarant shall be exempt from Assessments and to the extent that a successor developer or builder owns Lots upon which it intends to construct Dwelling Units for purchase by a third party, the Assessments for those Dwelling Units will not commence until conveyance of the Dwelling Units to the third

party purchaser or three (3) years from the date the successor developer or builder acquires title to the lot which ever first occurs. The Board of Directors shall fix the amount of the Annual Assessment against each Lot or Dwelling Unit at least thirty (30) days in advance of each Annual Assessment period. The Annual Assessment is due on the first day of January but may be payable monthly, quarterly or annually and the due date for payment shall be the first day of such payment period unless specifically changed by the Board of Directors.

Section 4.7. 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 or Dwelling Unit have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot or Dwelling Unit is binding upon the Association as of the date of its issuance.

Section 4.8. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum from the due date. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Dwelling Unit or may do both. Costs and reasonable attorney's fees incurred in any such action may be awarded to the prevailing party.

Section 4.9. 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 or any mortgage made by Declarant for the purpose of acquisition, development or construction of the Property. Sale or transfer of any Lot or Dwelling Unit shall not affect the Assessment lien. However, the sale or transfer of any Lot or Dwelling Unit 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 or Dwelling Units as part of the annual budget.

Section 4.10. Budget.

(a) The fiscal year for the Association shall be the calendar year commencing on January 1 of each year.

(b) The initial budget shall be established by the Declarant and the initial annual assessment for each Lot for fiscal year 1990 shall be \$960.00 and shall be based upon estimates the Declarant can establish using the financial data of similar properties.

(c) Commencing approximately one month before the expiration of each budget year, the Board of Directors shall adopt a budget for the next fiscal year based upon the actual expenditures of the Association in the previous fiscal years including, without limitation, expenses for wages, employee benefits, materials, insurance premiums, services, supplies and for the reserves as set forth below. Upon adoption by the Board such budget shall be in effect for the fiscal year and each Owner shall pay its pro rata share of the Annual Assessment as set forth in such budget. Provided, however, no budget which results in Annual Assessments for each Lot or Dwelling Unit which exceeds one hundred and twenty five percent (125%) of the prior year's Annual Assessment shall be adopted unless approved by two thirds of the Members of the Board.

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(d) The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Property and a reserve for working capital and contingencies. This reserve fund shall constitute a portion of the annual budget. In addition, the Board of Directors may establish reserve funds from the Annual Assessments to be held in reserve in an interest bearing account for:

(i) major rehabilitation or major repairs;

(ii) for emergency and other repairs required as a result of storm, fire, mutual disaster or other casualty loss; and

(iii) initial cost of any new service to be performed by the Association.

(e) The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year or to send written notice of the budget 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 or notice sent. In the absence of an annual budget or written notice, each Owner shall continue to pay the Assessment as established for the previous year.

Section 4.11. 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 received 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 of cancellation to the Association and to each Mortgagee who requests such notice.

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

4.12 Lagoon Lot District Assessment. The Lots which abut the Lagoon System (as hereinafter defined) are subject to a District Assessment as a partial offset of the cost of maintaining the Lagoon System. It is understood and acknowledged that the Lagoon System benefits the Property and Additional Property and accordingly, a portion of the cost thereof is included in the Annual Assessment. Provided however, the Owners of Lots abutting the Lagoon System receive additional benefits and accordingly, a District Assessment shall be assessed against such Lots. The initial District Assessment shall be \$20.00 per lot per month, subject to adjustment as provided in Section 4.10(c).

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ARTICLE V

ARCHITECTURAL CONTROL

Section 5.1. General Provisions. No construction, modification, or alteration of any improvement shall be made on any Lot and no Dwelling Unit, other than those erected by the Declarant, constructed, commenced, erected or maintained upon the Property, until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board ("ARB"). Improvements or modifications which are specifically subject to architectural approval include, without limitation, any and all horizontal or vertical alterations or improvements, the construction of the initial structures on a Lot and the painting or alteration of a Dwelling Unit (including doors, windows, roof), installation of solar panels or other devices, construction of fountains, swimming pools, jacuzzis, privacy walls, fences, awnings, shutters, gates, flower boxes, landscaping, exterior lighting or other outdoor ornamentation, any and all recreational structures and ancillary structures for whatever purpose, creation or alteration of any lake, lagoon, marsh, any site grading. (All the foregoing are jointly referred to herein as "Proposed Improvements.")

Section 5.2. Architectural Review Board ("ARB")

(a) Composition of the ARB. The architectural review and control functions set forth in this Declaration shall be administered and performed by the the ARB, which shall consist of at least three (3) members who need not be members of the Association. The Declarant shall have the right to appoint all of the members of the ARB, or such lesser number as it may, in its sole discretion, appoint for so long as it owns any portion of the Property subject to this Declaration or any portion of the Additional Property. Thereafter, members of the ARB as to whom Declarant may relinquish the right to appoint, shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. At such time as the Board of Directors has the right to appoint the members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Declarant.

(b) Powers and Duties of the ARB. The ARB shall have the following powers and duties:

(i) To draft Architectural Planning Criteria. The initial Architectural Planning Criteria have been adopted by the Declarant and are attached hereto as Exhibit C. The Declarant shall have the sole power and right to amend such Architectural Planning Criteria for so long as it has the right to appoint the ARB. In addition, the Declarant may establish such additional rules, regulations and policies as it may determine reasonable or convenient which may be set forth in a separate publication available at Declarant's or Association's office so long as such rules, regulations and policies are consistent with the Architectural Planning Criteria in Exhibit C. Subsequent to the termination of the Declarant's control of the ARB, the ARB shall

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recommend modifications and/or amendments to the Architectural Planning Criteria to the Board. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association. No amendment to the Architectural Planning Criteria need be recorded in the public records of Duval County, Florida.

Further, the Architectural Planning Criteria are deemed to be standards or guidelines for all improvements and no Proposed Improvement except those made by the Declarant may be made on any portion of the Property without prior approval of the ARB. The setting forth of any standard in this Article, in Exhibit C or in any other provision within this Declaration shall not be deemed to be prior approval of any Proposed Improvement.

(ii) To require submission to the ARB of two (2) complete sets of preliminary and final plans and specifications of any Proposed Improvement to be constructed by any person or entity other than the Declarant, the construction or placement of which is proposed upon any portion of the Property. The ARB may also require submission of samples of building materials and colors proposed for use in the Proposed Improvement and may require such additional information as reasonably may be necessary for the ARB to completely evaluate the Proposed Improvement in accordance with the Declaration and the Architectural Planning Criteria. One set of the plans shall be retained by the ARB, the other shall be returned to the Owner signed by the ARB.

(iii) To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any portion of the Property. Subsequent to the transfer of control of the ARB by the Declarant, any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board within thirty (30) days of a decision of disapproval, for a review thereof. The determination of the Board upon reviewing any such decision shall be dispositive; provided, however, during the time the Declarant controls the ARB, determination by the ARB shall be final.

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

(iv) To inspect a Lot and/or Dwelling Unit to assure compliance with the approval. Following the approval of any Proposed Improvement, the ARB has the right during reasonable hours to enter upon and inspect any Proposed Improvement with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. If the ARB determines that the Proposed Improvement has not been approved or are not being constructed in compliance with the approved plans and specification, the ARB is entitled to enjoin further construction and to require the removal or correction of any work in place which is not in compliance with the approved plans and specifications.

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

(vi) The ARB may grant variances from compliance from any of the provisions and restrictions contained in this Article and the Architectural Planning Criteria when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require, provided that no variances or waivers shall be granted which violate or otherwise are inconsistent with the Permits, except as may be required by the Permits.

(vii) The ARB is hereby authorized to make such charges as it deems necessary to cover the cost of review of the plans and specifications.

Section 5.3. Procedure for Approval of Plans. The ARB shall approve or disapprove the preliminary and final applications for a Proposed Improvement within thirty (30) days after each has been submitted to it in proper form together with all supporting information deemed necessary or convenient by the ARB. If the plans are not approved within such period, Owner may make written demand for approval or disapproval and the ARB shall have twenty (20) days from written demand to respond thereto, if there is no response after the written demand therefor, the plan shall be deemed approved. The applications and plans submitted to the ARB shall meet the following standards:

(a) The preliminary application shall be submitted in duplicate and "sketch" form and shall include:

(i) landscape plan by a reputable landscape company showing location, quantity and species of all plants, trees, shrubs and ground cover to be used;

(ii) a suggested layout of the Dwelling Unit on the Lot at one fourth inch = 20 feet showing proposed drainage plan, location of all decks, pools, patios, driveways and utility routing;

(iii) dimensioned floor plan at one fourth inch = 1 foot; one section through main living area of the Dwelling Unit one fourth inch = 1 foot and an indication of materials and colors to be specified for exterior walls, roofs, window trims and exterior trims;

(iv) sketch of improvement showing elevations from all sides of the Dwelling Unit;

(b) Upon approval of the preliminary application, a final application shall be filed in duplicate and shall include everything shown on preliminary application and actual samples of exterior material with specified colors applied to those materials.

Section 5.4. ARB Liability. Neither the ARB, Association or Declarant or any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of the Property by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve any plans. Any Owner making or causing to be made any

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Proposed Improvement or additions on any portion of the Property, Lot or Dwelling Unit agrees and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, to hold the ARB, Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses or damages arising from the construction and installation of any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

No approval as provided herein shall be deemed to represent or imply that the Proposed Improvement, if constructed in accordance with the approved plans and specifications will result in properly designed and constructed improvements or will meet all applicable building codes, applicable governmental permits or other governmental requirements.

ARTICLE VI

USE RESTRICTIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Lots and Dwelling Units, the use of the Property shall be in accordance with the following provisions so long as such portion of the Property are subject to this Declaration. Provided however, all use rights and restrictions set forth herein are subject to ARB review.

Section 6.1. Residential Uses. Subject to the provisions of Section 6.16 and 6.17, all Dwelling Units and any improvements on Lots shall be used for residential living units with related appurtenances and for no other purpose, and no business or commercial building or improvement may be erected on any Lot or any portion of the Property. No use of a Lot or Dwelling Unit shall be permitted which would require the issuance of an occupational license. Any lease of a Dwelling Unit must be of the entire Dwelling Unit and must be for at least six (6) months. The leasing of a Dwelling Unit shall not relieve the Owner nor the tenant of the necessity of compliance with this Declaration, Articles and Bylaws.

Section 6.2. 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 Dwelling Unit or other building on any Lot unless specifically approved by the ARB.

Section 6.3. Insurance. Nothing shall be done or kept on any Lot or on the Common Property which will increase the rate for the insurance covering the Property. No Owner shall permit anything to be done or kept on his Lot or in the Dwelling Unit which will result in the cancellation of insurance on the Property or any other Lot or Dwelling Unit or which would be in violation of any law.

Section 6.4. Nuisances. Nothing shall be done or maintained on any Lot or in any Dwelling Unit which may be or become an annoyance or nuisance to the other Owners of the Property. Any activity on a Lot or in a Dwelling Unit which interferes with television, cable or radio reception on another Lot or Dwelling Unit shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association and the written decision of the Board shall be dispositive of such dispute or question.

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Section 6.5. Signs. No signs may be placed on any Lot or in any Dwelling Unit without the approval of the ARB, including, without limitation, "For Sale" or "For Rent" signs, which signs shall be a standard design as approved by the ARB from time to time. Provided however, the Declarant, its successors and designees shall be permitted to place such signs as it deems necessary in connection with its sales efforts of or promotion of the Property or the Club Facilities.

Section 6.6. Energy Conservation. Solar energy and other energy conservation devices, including clothes lines, are not prohibited or discouraged, but the design and appearances of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics. Request for approval of installation of any type of solar equipment shall be included in the plans and specifications for the Proposed Improvement submitted to the ARB and must be constructed in accordance therewith.

Section 6.7. Window Coverings. No reflective window coverings or treatments shall be permitted on any building or Dwelling Unit in the Property. All window coverings shall have linings or other treatment so that the exterior appearance of the window appears neutral from the street. The ARB, at its discretion, may control or prohibit other window coverings and treatments not reasonably compatible with aesthetic standards set forth herein.

Section 6.8. Off-Street Motor Vehicles. No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of the Common Roads, paved roadways and drives.

Section 6.9. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Lot or Dwelling Unit for a continuous period in excess of 24 hours, provided, however, this provision shall not apply to any such vehicle being kept in an enclosure and not visible from the street or other Lots and/or Dwelling Units. Additional rules and regulations regarding use, repair and storage of vehicles on the Property may be promulgated from time to time by the Board.

Section 6.10. Noise. Exterior noise, and noise emanating from within buildings or other improvements, including without limitation, talking, singing, television, radio, record or tape player or musical instruments, shall be maintained from 11:00 p.m. until 7:30 a.m. at such volume that the noise is not audible beyond the boundaries of the Lot or Dwelling Unit from which it originates and at all times so as not to constitute a nuisance or unreasonable annoyance to other Owners.

Section 6.11. Pets and Animals. No animals except common domestic household pets, within the ordinary meaning and interpretation of such words, may be kept, maintained or cared for in any Lot or Dwelling Unit, or within the Property. No pets shall be allowed to make an unreasonable amount of noise or to become a nuisance; and no pets will be allowed on the Property other than on the Lot of the Owner of such pets, unless confined to a leash or under voice control. No pet shall be allowed to run at large and all pets shall be kept within an enclosed area, which must be clean, sanitary and reasonably free of refuse and waste. Upon written request of any Owner, the Board of Directors may conclusively determine at its sole discretion, in accordance with its rules, whether an animal is a domestic household pet, whether such animal is making an unreasonable amount of noise, whether an animal is being allowed to run at large or whether an animal is a nuisance. The decision of the Board of Directors in such matters is conclusive and shall be enforced as other

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restrictions contained herein. No pet may be maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels for boarding or operation shall be allowed.

Section 6.12. Oil and Mining Operation. No oil drilling, mining operations, oil refining, quarrying or oil development operations, or tanks, tunnels, mineral excavations or shafts shall be permitted upon, in, or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 6.13. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 6.14. Hazardous Materials. No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Property except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on the Property subject to strict safety codes and shall be stored in containers specially designed for that purpose.

Section 6.15. Utility Provisions. Canal Utilities, Inc. or its successors ("Utility Company") has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any one of the Lots to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from Utility Company. Provided however, nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard and garden of any Lot or of any portion of the Property or to be used exclusively for air conditioning. All sewage from any building must be disposed of through the Utility Company's sewage lines and through the sewage lines and disposal plant owned or controlled by Utility Company. No use of septic tanks shall be permitted on the Property. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water or water from drains located in or on docks, marinas, boats, pumpout stations operated in connection with the Lagoon System or Drainage System (as such are hereinafter defined) shall be disposed of through the lines of the sewer system. Utility Company has a non-exclusive perpetual and unobstructed easement and right in and to, over and under the easements as shown in the plat of the Property or as subsequently granted to the Utility Company for the purpose of ingress, egress and installation and/or repair of water and sewage facilities. Utility Company is hereby given the right and power to enforce the provisions of this paragraph against any person who violates the provisions hereof. All rights, conditions, obligations and liens to which the Property is subject relating to water and sewer utility facilities and service are more particularly set forth in the Utility Service Agreement by and between Declarant and Utility Company as it may be amended from time to time and the provisions, easements, terms, conditions and agreements regarding rates and charges, indemnities and all other matters are incorporated herein by reference.

Section 6.16. Sales and Construction Activities. Notwithstanding any other provisions herein, the Declarant and its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may be reasonably required to sell the Lots, Dwelling Units or the Property and to construct improvements thereto and to promote the Club Facilities.

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Section 6.17. Subdivision of Lots. No Lot shall be further subdivided into smaller lots by any Owner, except Declarant, provided that this provision shall not be construed to prohibit corrective deeds or similar corrective instruments. Declarant or its designee shall, however, have the right to subdivide Lots or cause such Lots to be subdivided for the purposes of construction of a road, or for such other purposes as Declarant or its designee deems reasonable or necessary.

Section 6.18. Marsh and Creek Restriction. Certain uses of the Property which borders the creeks and marsh areas which are sovereignty lands of the State have been restricted pursuant to that certain Declaration of Restrictions recorded under Clerk's No. 89-124418 of the public records of Duval County, Florida, the terms and conditions of which are incorporated herein.

Section 6.19. Additional Use Restrictions. The Board of Directors of the Association may adopt reasonable additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property and to waive or modify application of the foregoing use restrictions with respect to any Lot(s) or Dwelling Unit(s) as the Board, in its sole discretion, deems appropriate.

Section 6.20. Enforcement Procedure. Every Owner and occupant shall comply with the provisions of this Declaration as set forth herein, any and all rules and regulations made pursuant to this Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or occupants, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors' meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed.

(b) The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the Board of Directors' meeting.

(c) The Board of Directors may impose fines against the applicable Lot or Dwelling Unit up to \$50.00 per incident the maximum permitted fine may be increased from time to time by the Board of Directors as they in their discretion deem necessary or convenient.

(d) Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

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(f) All monies received from fines shall be allocated as directed by the Board of Directors.

(g) These fines shall not be construed to be exclusive remedies and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled, including, without limitation, the right to assess a Special Assessments provided in Section 4.3(b); however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

ARTICLE VII

RIGHTS OF MORTGAGEES

In addition to any other rights or Mortgagees contained herein, Mortgagees shall have the following rights:

Section 7.1. Mortgagee Notice Rights. Upon written request to the Association, identifying the name and address of a Mortgagee, such Mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Common Property or any Lot or Dwelling Unit on which there is a first mortgage held, insured or guaranteed by such Mortgagee.

(b) Any delinquency in the payment of Assessments or charges owed by an Owner of a Lot or Dwelling Unit subject to a first mortgage held, insured or guaranteed by such Mortgagee, which remains uncured for a period of 60 days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of Mortgagees.

Section 7.2. Mortgagee Information. The Association shall make available to Owners and Mortgagees current copies of this Declaration, Articles, Bylaws and rules and regulations of the Association, as well as books, records and financial statements of the Association. "Available" means available for inspection and copying, upon written request during normal business hours or under other reasonable circumstances.

Section 7.3. Financial Statements. Upon written request of a Mortgagee, the Association shall deliver to a Mortgagee an audited or reviewed statement for the preceding fiscal year.

ARTICLE VIII

ANNEXATION OF PROPERTY

Section 8.1. Declarant's Annexation. The Declarant shall have the right but not the obligation, for so long as it owns an Additional Property from time to time and in its sole discretion, to annex to the Property and to include within this Declaration any Additional Property with no further consent of Owners or Mortgagees.

Section 8.2. Association Annexation. The Association may annex Additional Property which it owns to the Property with the approval of 2/3 of the votes of the Board of Directors and with the consent of the Owners of the Property to be annexed.

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Section 8.3. Supplemental Declarations. Any such additions authorized in Section 8.1 or 8.2 above may be made by filing of record of one or more supplemental declarations. With respect to Additional Property annexed by the Declarant, the supplemental declaration need only be executed by the Declarant; in the case of Additional Property to be annexed by the Association, the supplemental declaration shall be executed by the President of the Association and the Owner of the land to be subjected, if not the Association, and shall state that such annexation is in accordance with a resolution passed by the Association in accordance with the terms of this Declaration. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration constitutes Additional Property which is to become a part of the Property subject to this Declaration. In addition, the supplemental declaration may contain additional covenants and restrictions provided that such covenants and restrictions are consistent with those contained herein and/or as more fully set forth in Section 8.6. Supplemental Declarations may permit attached housing, zero lot line housing, condominium units and other styles of dwellings permitted by the applicable zoning and a separate declaration with respect thereto may be recorded. In the event that the type of Dwelling Units annexed under a supplemental declaration require assessments for maintenance which are not applicable to Dwellings within the Property (e.g., attached housing providing for Association maintenance of lots or exterior of improvements) then the supplemental declaration may either provide for a separate association or may designate the Association to make such collection as District Assessments. Such supplemental declaration shall become effective upon being recorded in the public records of the County.

Section 8.4. Effect of Annexation. In the event that any Additional Property is annexed to the Property pursuant to the provisions of this Article, then such Additional Property shall be considered within the definition of Property for all purposes of this Declaration, and each Owner of a Lot or Dwelling Unit therein shall be a Class A Member and shall be entitled to one (1) vote and shall be obligated to pay all Assessment due in connection therewith. Provided, however, if Dwelling Units in a multi-family parcel are deemed to be fractional Dwelling Units, the votes and Assessments shall be appropriately adjusted. Owners, upon recordation of any Supplemental Declaration, shall also have a right and nonexclusive easement of use and enjoyment in and to the Common Property within the Additional Property so annexed and an obligation to contribute to the cost of improvement, operation and maintenance of such Common Property within the annexed land. Provided, however, until a supplemental declaration is recorded subjecting any portion of the Additional Property to the Declaration, the fact that such Additional Property is described on Exhibit B shall not constitute and shall in no wise be deemed or construed to be a defect or encumbrance on the title of the Additional Property.

Section 8.5 Creek and Marsh Restrictions. Pursuant to the requirements of that certain Sovereignty Submerged Land Easement No. 00025 (3837-16), the Declarant has agreed that future activities shall be restricted in the creek and marsh areas which are sovereignty lands of the State and which border a portion of the Additional Property which may be annexed under this Declaration all as more fully described in that certain Declaration of Restrictions recorded under Clerks No. 89-1244118 in the public records of Duval County, Florida.

Section 8.6. Withdrawal. Declarant may at any time, in its sole discretion, determine to withdraw Property from this Declaration by recording in the public records a declaration of withdrawal of the Property which shall be consented to by the owner of the Property and its Mortgagee, if any, if such

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Additional Property is now owned by the Declarant. Subsequent to the termination of the Declarant's ownership of any Property subject to this Declaration, the Association may withdraw Property in the manner stated herein with the consent of the Owner and any Mortgagee, if the Owner is not the Association.

ARTICLE IX

INSURANCE, CONDEMNATION AND RECONSTRUCTION

Section 9.1. Damage to or Condemnation of Common Property. In the event that any portion of the Common Property is damaged or destroyed by casualty or taken through condemnation or conveyance in lieu thereof, it shall be repaired or restored by the Association to substantially its condition prior to the damage, destruction or condemnation unless such reconstruction, repair or restoration is economically infeasible.

Repair or reconstruction of the Common Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds or condemnation award and any reserves maintained by the Association for such purpose are insufficient, the deficit shall be assessed against all Owners as a Special Assessment. If there is a surplus of insurance proceeds or condemnation award, it shall become the property of the Association.

With respect to any insurance proceeds or condemnation award in connection with such loss or damage to the Common Property or improvements thereon, the Association is hereby designated to represent the Owners and Mortgagees in any proceedings, negotiations, settlements or agreements in connection with such award.

Section 9.2. Damage to or Condemnation of the Lots or Dwelling Units. In the event of damage or destruction to any portion of a Lot or Dwelling Unit due to casualty, natural events, condemnation or conveyance in lieu thereof, the damaged Property shall be repaired or restored by the Owner. In the event that the damage, destruction or condemnation renders the improvements uninhabitable or the damage is so substantial that the Owner determines not to rebuild the improvements on the Lot or Dwelling Unit, the Owner shall clear the debris and have the Lot leveled within 60 days from the date of destruction or taking and shall thereafter maintain the Lot in a clean and sanitary condition.

Section 9.3. Damage to Common Property Due to Owner Negligence. In the event that the Common Property is damaged as a result of the willful or negligent acts of the Owner, his tenants, family, guests or invitees, such damage shall be repaired by the Association and the cost thereof shall be a Special Assessment against such Owner as described in Section 4.3(b) hereof.

Section 9.4. Insurance. The Association shall obtain and maintain insurance policies insuring the interests of the Association as hereinafter described. The policy of property insurance shall cover all of the Common Property (except land, foundation, excavation and other items normally excluded from coverage) but including fixtures and building service equipment, to the extent that they are part of the Common Property.

The policy shall afford, as a minimum, protection against the following:

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(a) loss or damage by fire and other perils normally covered by the standard fire and casualty insurance policy with extended coverage endorsement;

(b) all other perils which are customarily covered with respect to projects similar in construction, location and use, including flood insurance, if applicable, and all perils normally covered by the standard "all risk" endorsement, where such is available. If flood insurance is required, it must be in an amount of 100% of current replacement cost of the improvement or the maximum coverage under the National Flood Insurance Program.

(c) losses covered by general liability insurance coverage covering all Common Property in the amount of at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of Common Property and any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

The hazard policy shall be in an amount equal to 100% of the current replacement cost of the insured properties exclusive of land, foundation, excavation and items normally excluded from coverage. The policy shall provide that it may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association. The Board may obtain such additional insurance as it in its sole discretion deems reasonable, convenient or necessary. In the event that any of the coverage required herein becomes unavailable or prohibitively expensive, the Association may make such changes in coverage as it deems reasonable and prudent provided such coverage is consistent with the then applicable requirements of the Mortgagees.

ARTICLE X

EASEMENTS

Section 10.1. Utility Easements. For so long as the Declarant is a Class B member, the Declarant hereby reserves the right to grant easements of such duration and exclusivity for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Property owned by Declarant or the Common Property for ingress, egress, installation, replacement, repair and maintenance of utility and service lines and service systems, public and private. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on such easements. Upon termination of the Declarant's right to grant such easements, the Association shall have the right to grant the easements described herein.

Section 10.2. Declarant's Easement of Correct Drainage. For so long as the Declarant is a Class B member, Declarant hereby reserves the blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls provided however, Declarant's exercise of this easement shall not adversely affect Improvements on the Property.

Section 10.3. Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Dwelling Unit upon the Common Property or vice-versa caused by or resulting from, construction, repair, shifting, settlement or movement of any

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portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching Property to the extent of such encroachment.

Section 10.4. Central Telecommunication Receiving and Distribution System. The Declarant hereby reserves to itself, its successors and assigns, an exclusive easement for installing, maintaining and supplying the services of any central telecommunication receiving and distribution system ("Cable Television Service") serving the Property. Declarant reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as Declarant may, in its sole discretion, deem appropriate including, without limitation, companies licensed to provide Cable Television Service in the County for which service the Declarant, its successors and assigns shall have the right to charge the Association and/or individual Owners a reasonable fee not to exceed any maximum allowable charge for Cable Television Services to single family residences as from time to time defined by the Code of Laws and Ordinances of the County.

Section 10.5. Golf Course Easements and Restrictions. Lots abutting or contiguous with the golf course to be constructed in connection with the Queen's Harbour Yacht & Country Club are hereby subjected to an easement for the ordinary and usual activities associated with the playing of golf, including without limitation, removal of balls, noise of players and carts, and normal maintenance of a golf course. All fencing and other Proposed Improvements abutting the golf course shall be strictly reviewed to assure that such fencing and Proposed Improvements do not interfere with the playing of golf. The owner of the Club Facilities shall have the right, but not the obligation, to enter onto any Lot or portion of the Property to remove underbrush or other material interfering with the use of the golf course. In addition, all Owners of Lots abutting the golf course, as well as their tenants, guests, invitees and pets, shall be obligated to refrain from any actions which would detract from the playing of golf.

ARTICLE XI

DRAINAGE SYSTEM

Section 11.1. Drainage Facilities. The plan for the development of the Property includes the construction of a stormwater management system including without limitation, a number of retention areas, swales and conduits (jointly referred to herein as "Drainage System") and one large lagoon which also provides recreation and boat storage facilities; references herein to the "Lagoon System" shall mean and refer to the lagoon, lock, access channel and temporary mooring facility as they were jointly permitted and constructed. Additional provisions covering the Lagoon System are more fully set forth in Article XII.

The Declarant intends to convey portions of the Drainage System to the Association as a part of the Common Property and the Association shall have the obligation to maintain portion of the Drainage System conveyed in the manner hereinafter set forth. In addition, certain drainage easements or swales may be a part of a Lot and the Declarant may reserve, dedicate or grant a non-exclusive easement over the portion of the Lot for drainage and for access for maintenance. Provided however, access to such Lot and the drainage easements or swales located thereupon shall be limited to such access as is necessary or convenient for maintenance and shall not result in other Owners having a right of access onto the Lot.

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Section 11.2. Maintenance of Drainage System. The Association has the responsibility for all operational maintenance activities necessary including, without limitation, the obligations under the Permits, to keep the Drainage System in proper and operational order, including all routine maintenance activities and any special repair activities. The Association shall maintain and control the water level and quality of the Drainage System and shall maintain the bottoms of any lakes or retention areas in the Drainage System. The Association shall have the power, right, obligation and responsibility, as is required by the Permits, to control and eradicate plants, fowl, reptiles, animals, fish and fungi in and on any portion of the Drainage System. The Owner of the land adjacent to any water edge of the Drainage System ("Adjacent Owner") shall maintain the embankment to the water edge as such level shall rise and fall from time to time. Maintenance of the embankment shall be conducted so that the grass, planting or other natural support of the embankment shall exist in a clean and safe manner and so as to prevent erosion. If the Adjacent Owner shall fail to maintain the embankment, the Association shall have the right, but not the obligation, to enter onto the Adjacent Owner's property and perform the maintenance at the expense of the Owner, which expense shall be a Special Assessment against the Owner and his Lot or Dwelling Unit.

The Association will be responsible for the routine mowing of all portions of the Drainage System which are not filled with water, including swales and dry retention areas except those swales or dry retention areas located within a Lot, and the maintenance of adequate vegetation cover within the Drainage System components which are owned by the Association. The Association has the responsibility for the routine removal and disposal of trash which may accumulate within the Drainage System. If certain portions of the Drainage System are contained within a Lot, then the Owner of such Lot shall provide routine maintenance as a part of the Owner's maintenance of his Lot. In the event the Owner fails to provide such maintenance then the Association shall perform or cause such maintenance to be performed at the Owner's cost and expense as a Special Assessment as described in Section 4.3(b).

The Association shall cause the exfiltration-underdrain system within the Drainage System to be checked annually and to take such measures as are necessary to assure that the underdrain operates as designed. If these required maintenance activities are insufficient to achieve design performance, the Association shall apply, in its name, to obtain the necessary permits to modify the exfiltration-underdrain system to an alternative design to meet the necessary operating criteria.

The Association shall inspect or shall cause the inlets and outlets to the Drainage System or Lagoon System to be inspected on a quarterly basis in February, May, August and November. During such inspections, inlets and outlets will be cleaned of any accumulated debris and sediment. If, at any time, the inlets and outlets of the Drainage System or Lagoon System should become clogged, maintenance and repair measures will be taken to assure that the Drainage System and Lagoon System performs as designed. If such measures are insufficient to permit the inlets and outlets to function properly, the Association will apply in its own name for the necessary permits to modify the Drainage System to an alternative design to meet the design operating criteria.

The filter drawdown system shall be checked annually by a professional engineer in the month of May (or shortly after the onset of the rainy season) to insure that it is functioning as designed and to certify to the St. Johns River Water Management District. If the filter drawdown system is not

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functioning as designed, the Association shall assure that maintenance is performed and that the system continues to perform properly. If the maintenance measures prove insufficient, the Association must apply for and obtain approval of the St. Johns Water Management District of an alternative system to perform the same function.

Section 11.3. Improvements to the Drainage System. In the event that Declarant, an entity designated by the Declarant, or the Association shall construct any bridges, docks, bulkheads or other improvements which may extend over or into the lakes or retention areas in the Drainage System or construct any similar improvements to support or enhance the Drainage System, the Association shall maintain any and all improvements in good repair and condition. No Owner, except the Declarant, its designee or the Association, shall be permitted to construct any improvement, permanent or temporary, on, over or under any portion of the Drainage System without the written consent of the ARB, which consent may be withheld for any reason. Any improvements to the Drainage System permitted by the ARB and installed by an Owner shall be maintained by such Owner in accordance with the maintenance provisions in this Declaration.

Section 11.4. Easements. The Owners' use and access to any lakes or retention areas within the Drainage System shall be subject to and limited by the rules and regulations of the Association and the Permits. The Association is hereby granted a non-exclusive easement for ingress and egress over the Drainage System and a parcel of land extending landward five (5) feet from any water's edge for the purpose of providing the maintenance required herein and the Adjacent Owners are hereby granted a non-exclusive easement over the Drainage System for the purpose of providing any maintenance to the embankment.

Section 11.5. Drainage System and/or Lagoon System Restrictions and Covenants. In connection with the use of any portion of the Drainage System and/or the Lagoon System, the following restrictions shall apply:

(a) No motorized or power boats shall be permitted on any lake within the Drainage System with the exception of boats used for maintenance thereof.

(b) No bottles, trash, cans or garbage of any kind or description shall be placed in any portion of the Drainage System or Lagoon System.

(c) No activity shall be permitted on any portion of the Drainage System or Lagoon System which may become an annoyance or nuisance to the adjacent Property and the Owners thereof. The Association's determination whether any activity constitutes an annoyance or nuisance shall be dispositive.

(d) No person or entity, except Declarant or the Association, shall have the right to pump or otherwise remove any water from any portion of the Drainage System or Lagoon System for the purpose of irrigation or other use.

(e) There shall be no fishing permitted from bridges, streets or right of ways. Only Owners shall be permitted to fish in any portion of the Drainage System and only in areas so designated.

(f) The Board shall be entitled to establish, amend, or modify rules and regulations governing the use of the Drainage System or Lagoon System as the Board deems necessary or convenient.

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Section 11.6. Indemnification. In connection with the platting of the Property or obtaining the Permits, the Declarant may assume or may be required to assume certain obligations of the maintenance of the Drainage System and Lagoon System. The Declarant hereby assigns to the Association and the Association hereby assumes all the obligations of the Declarant under the plat, the Permits or under any applicable governmental regulations and for any and all obligations for the maintenance of Drainage System and Lagoon System (except for maintenance of the banks which shall be the responsibility of the Adjacent Owner). The Association further agrees that subsequent to the recording of this Declaration, it shall indemnify and hold Declarant harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage or other damage arising from or out of occurrence, in, upon, at or from the maintenance of the Drainage System and Lagoon System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees but not including any liability occasioned wholly or in part by the acts of the Declarant, its successors, assigns, agents or invitees.

ARTICLE XII

LAGOON SYSTEM

Section 12.1. The Lagoon Permits. The construction and operation of the Lagoon System which permits entry to the Intracoastal Waterway is subject to a number of permits, easements and other approvals issued by various governmental agencies and the conditions of the easement granted by the State of Florida from the Intercoastal Waterway to the Lagoon which, by reference hereto, are incorporated herein to the same extent as if they were set forth in their entirety, all of which are a part of the Permits as defined above. It is the obligation of the Declarant to construct the Lagoon System in accordance with the Permits. Upon completion of the Lagoon System, the Association shall be the entity responsible for the ongoing maintenance of the Lagoon System and for assurance that its operation remains in full compliance with the Permits. The Declaration shall assign the Permits together with all applicable documentation to the Association. The Association shall then undertake the responsibility of renewing the Permits as they govern the Lagoon System as is necessary. This Declaration contains a description of some of the conditions and requirements of the Permits to the extent that the terms of the Permits are modified or the provisions herein are deemed to be inconsistent with the terms of the Permits, the terms of the Permits as modified from time to time shall prevail.

Section 12.2. Water Quality Monitoring Program. Upon the completion of the construction of the Lagoon System, the Association shall set up a quality assurance plan which is in compliance with the Permits and which shall include, without limitation, sampling and sample preservation techniques, chain of custody procedures, information on the contracting laboratory, analytical methods and split sampling. The plan shall also include a description of the continuous recording equipment to determine the flow through the Lagoon System. The plan shall outline the best management practices for erosion and sediment control.

Upon request, the Association shall furnish all records and plans required by appropriate governmental agencies. The retention period for all records will be extended automatically unless otherwise stipulated by the appropriate governmental agencies during the course of any unresolved enforcement action. The Association shall retain, at its offices, all of the monitoring information (including all calibration and maintenance

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records, all original strip chart recordings for continuous monitoring instrumentation) copies of all reports required by the Permits and records of all data used to obtain the Permits. The time period of retention shall be at least three years from the date of the sample, measurement report or application unless otherwise specified by agency rule. Monitoring shall be undertaken pursuant to the Permits and such monitoring shall include without limitation monitoring of the biological water chemistry, sediment and vegetation.

The records of monitoring information shall include: the date, exact place and time of sampling or measurements; person responsible for performing the sampling and analysis; dated analysis were performed; analytical techniques or methods used, results of such analyses. This report shall also include a summary of lock operation, including the number of vessels permanently moored in the Lagoon System.

Section 12.3. Operation of the Lagoon System. In addition to the maintenance obligations set forth in Section 11.2 which shall also be in effect with respect to the Lagoon System, the Association shall operate a sewage and bilge (oily water) pumpout facility inside the locked Lagoon System. The Association shall assure that any water discharged to State waters or waters of the United States through the lock will be aerated to meet applicable water quality standards for dissolved oxygen in receiving waters. Oil and grease skimmers will be incorporated into all outlet structures and an oil/fuel spill contingency plan will be submitted to appropriate governmental agencies.

Section 12.4. Use Restrictions. Owners of Lagoon Lots and certain specified guests of such Owners together with such persons as may be permitted by any amendments to Permits shall be permitted to use the Lagoon and store their boats therein. The following restrictions shall apply to any and all watercraft using the Lagoon System:

a) No fueling activities shall be permitted within the Lagoon System.

b) No activities constituting major repair or maintenance of watercraft, including major engine repair, sanding and painting, shall be permitted within the Lagoon System.

c) The discharge of sewage, bilge, fuel or other contaminants from watercraft in the Lagoon System is prohibited.

d) The use of detergents containing phosphates for the purpose of cleaning watercraft within the Lagoon System is prohibited. All detergents used for such purpose shall be approved by the Harbormaster and a list of approved detergents shall be maintained by the Harbormaster for distribution to interested owners and operators.

e) No watercraft shall be used for residential or "live-aboard" purposes within the Lagoon System.

f) All watercraft shall be operated at "no wake/dead idle speed" while in the Lagoon System.

Section 12.5. Bottom Paint.

a) No watercraft featuring anti-fouling bottom paint which contains biocides may be moored within the Lagoon System for a period of more than thirty (30) days per calendar year.

b) Notwithstanding prohibition set forth in Subsection (a) above, watercraft featuring anti-fouling bottom paint which

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contains biocides may be moored within the Lagoon System for more than thirty (30) days per calendar year only if:

- i) At the time of the purchase by the Owner of the Lagoon Lot at which the watercraft is moored, title to the watercraft was held by the Owner, the spouse of the Owner, or by an entity in which the Owner or the spouse of the Owner holds an ownership interest; and
- ii) At the time of such purchase, the watercraft featured anti-fouling bottom paint which contains biocides; and
- iii) Subsequent to such purchase, the watercraft is not repainted or otherwise maintained or repaired using anti-fouling bottom paint which contains biocides.

Section 12.6. Registration to Harbormaster. The Harbormaster shall at all times control the number and types of watercraft which shall be limited in the manner as set forth in the Lagoon System Permits.

(a) Temporary mooring. Watercraft may be moored within the Lagoon System for a period of more than twelve (12) consecutive hours only at docks appurtenant to Lagoon Lots or other specifically permitted docks; mooring for such a period at any other location is prohibited. All watercraft to be moored within the Lagoon System for a period of more than twelve (12) consecutive hours but less than thirty (30) days per calendar year shall be registered with the Harbormaster by the owner or operator of the watercraft. Upon registration:

- i) The owner or operator of the watercraft shall furnish the Harbormaster with such information as the Harbormaster may require, including a description of the watercraft and the name and address of the Owner of the Lagoon Lot at which the watercraft will be moored.
- ii) The Harbormaster shall furnish the owner or operator with written notice of the restrictions and provisions set forth in this Article XII.

(b) Permanent mooring. All watercraft to be moored within the Lagoon System for a period or more than thirty (30) days per calendar year shall be registered with the Harbormaster by the Owner of the watercraft. Upon registration:

- i) The owner of the watercraft shall furnish the Harbormaster with such information as the Harbormaster may require, including a description of the watercraft, information relating to the ownership and licensing of the watercraft, and the name and address of the Owner of the Lagoon Lot at which the watercraft will be moored.
- ii) The owner of the watercraft shall also furnish the Harbormaster with written confirmation, on a form provided by the Harbormaster, to be executed by the owner, that the watercraft does not feature anti-fouling bottom paint which contains biocides or, pursuant to Section 12.5, shall not be maintained or repaired using anti-fouling paint containing algacides.
- iii) The Harbormaster shall furnish the owner with written notice of the restrictions and provisions set forth in this Article XII.
- iv) The Harbormaster shall limit the number of permanently moored boats so as to at all times be in compliance with the Permits.

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Section 12.7. Violations. If any violation of the restrictions set forth in Subsections 12.4 - 12.6 above necessitates or contributes to the necessity of a cleanup or other remedial action to be taken by the Association, the costs incurred by the Association in such cleanup or remedial activities shall be assessed as a fine against the following:

- i) if the owner of the watercraft is also an Owner of a Lot or Dwelling Unit, such owner, or
- ii) if the owner of the watercraft is not an Owner of a Lot or Dwelling Unit and the watercraft was moored at a Lagoon Lot at any time during the violation, the Owner of the Lagoon Lot.

The party to be assessed such fine by the Association is entitled to written notice of the fine, and an appeal of the fine to the Board of Directors of the Association, pursuant to the procedures set forth in Article VI.

In addition, the Harbormaster is hereby authorized to deny access to the Lagoon System for any Owner, guest, invitee, tenant or occupant who violates any of the terms of the Permits.

Section 12.8. Enforcement by DER. The restrictions contained in this Article XII may be enforced not only by the parties listed in Article 16.1, but also by the Harbormaster and the State of Florida, Department of Environmental Regulation ("DER"), or its successor agency.

Section 12.9. DER Permit Compliance.

(a) The Association understands and acknowledges that authorized personnel of the Department of Environmental Regulation ("DER"), upon presentation of credentials or other documents as maybe required by law shall have access to the Property at reasonable times for the purpose of

- (i) having access to and copying any records that must be kept in connection with the Permits.
- (ii) inspecting the facility, equipment practices or operations regulated or required under the Permits.
- (iii) sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the Permits or DER rules.

(b) The Association further covenants and agrees that if at any time it does not comply with or will be unable to comply with any condition or limitation specified in the Permits, it will immediately notify and provide DER with the following:

- (i) description of and cause of non-compliance; and
- (ii) the period of non-compliance including exact dates and times or, if not corrected, the anticipated time the non-compliance is expected to continue and steps being taken to reduce, eliminate and prevent recurrence of non-compliance.

(c) On or before July 29, 1992, the Association shall initiate proceedings to obtain an operating permit for the lagoon/lock/access channel system from DER.

Section 12.10. Manatee Protection. Although the channel leading to the Lagoon from the Intracoastal Waterway is not generally an area inhabited by manatee, it is a condition of obtaining the Permits that the Declarant provide certain

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information about manatees to Owners, and all users of the Lagoon System. Accordingly, the Declarant shall initially install and the Association shall repair, replace and maintain manatee awareness signs at permanent locations within the Lagoon System.

All Owners are hereby advised that there are civil and criminal penalties for harming, harassing, or killing manatees and to the extent that the Declarant or Association are held responsible for a manatee harmed, harassed or killed as a result of the actions of the Owners, their families, guests and invitees, the Owner shall indemnify and hold the Declarant and/or Association harmless from any and all costs and expenses in connection therewith including without limitation reasonable attorney's fees.

Section 12.11. Harbormaster. The Harbormaster shall be an employee of the Association and shall perform all the duties and obligations set forth in this Declaration, including regulation of all boats and boaters in the Lagoon System, oversight of manatee protection and education programs and preparation of all reports required under the Permits.

Section 12.12. Mitigation Areas. The Association shall maintain and monitor areas of wetlands which were created as mitigation pursuant to the Permits. Monitoring shall include, without limitation, annual statistical reports of vegetational sampling and semi-annual narrative reports.

ARTICLE XIII

DISCLAIMER OF LIABILITY

Section 13.1. General Provisions. Notwithstanding anything contained herein, in the articles, Bylaws or rules and regulations of the Association or any other document governing or binding the Association (jointly referred to herein as "Association Documents"), neither the Declarant nor the Association shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property, including, without limitation, Owners, residents, their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons.

Section 13.2. Specific Provisions. Without limiting the generality of the foregoing:

(a) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

(b) Neither the Declarant nor the Association is empowered nor have they been created to act as an entity which enforces or insures compliance with the laws of the United States, the State of Florida, the County of Duval and/or any other jurisdiction or prevents tortious or criminal activities.

(c) The provisions of the Association Documents, setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of such funds and not as creating a duty of the Association, or the Declarant, to protect or further the health, safety or welfare of any persons, even if such funds are used for such purposes. Provided, however, the foregoing provision shall not be construed to release or waive any of the Association's obligations to perform its obligations under Article XI and XII and the Permits.

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Section 13.3. Owner Covenant. Each Owner, his heirs, successors and assigns (by virtue of his acceptance of title to his Lot) and each other person or entity having an interest in or lien upon or making use of, any portion of the Property (by virtue of accepting such interest or lien or making use thereof) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association or Declarant arising from or connected with any matter for which the liability of the Association or Declarant has been disclaimed in this Article.

ARTICLE XIV

MAINTENANCE

Section 14.1. Association Responsibility. In addition to specific obligations set forth herein, the Association shall maintain, repair and restore all the Common Property, including, without limitation, maintenance, repair and replacement of all landscaping, structures, Common Roads, rights-of-way and any and all improvements set thereupon and shall perform all obligations with respect to the provisions of Articles XI and XII and the Permits. The Association may assume the maintenance responsibilities set forth in any amendment or supplemental declaration affecting all or part of the Property. To the extent such maintenance benefits only some of the Owners the cost thereof may be assessed against those Owners as a District Assessment.

Section 14.2. Owner Maintenance Required and Failure to Maintain. Unless otherwise provided in a Supplemental Declaration or declaration of condominium the Owner shall maintain the exterior of all buildings and improvements on his Lot and his Dwelling Unit in good and workmanlike manner, and shall present a neat and clean appearance upon the Lot and Dwelling Unit including painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

Prior to construction on a Lot the Owner shall cause the Lot to be "underbrushed" at least annually. If a Lot contains or abuts any portion of the Drainage System or Lagoon System the Owner shall maintain the embankment in compliance with the Permits. During construction of a Dwelling Unit or other Proposed Improvement, each 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 or about any Dwelling Unit. In the event that any Owner fails or refuses to keep his Lot or Dwelling Unit in compliance with the terms hereof, after written notice to Owner, the Board may authorize its agents to enter upon the Lot and perform any necessary maintenance at the expense of the Owner, and such entry will not be deemed a trespass and the cost thereof shall be collected as a Special Assessment as provided in Section 4.3(b). Upon completion of construction, the Lot shall be maintained free and clear of weeds, debris and underbrush.

ARTICLE XV

QUEEN'S HARBOUR YACHT & COUNTRY CLUB

Section 15.1. Ownership and Use of Club Facilities. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person or entity with regard to the continuing ownership or operation of Queen's Harbour Yacht & Country Club ("Club"). Further, the ownership or operational duties of the Club may change at any time and from time to time by virtue of, but without limitation, (a) a sale or assumption of

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operations of the Club to or by an independent person or entity, (b) the conversion of the Club membership structure to an "equity" club or similar arrangement whereby the members of the Club or an entity owned or controlled thereby become(s) the owner or operator of the Club, (c) conveyance, pursuant to contract, option or otherwise, of the Club to one or more affiliates, shareholders, employees or independent contractors of Declarant or, (d) the conveyance of the Club to the Association, with or without consideration and subject to or free and clear of mortgages or other encumbrances. In connection with any such transfer, no consent of any Owner or the Association shall be required. In addition, the Owners shall have no right, title or interest in the Club by virtue of their ownership of a Lot, or on any other basis.

Section 15.2. Rights of Club Members. The Club its owners and mortgagees and its members (irrespective of whether such members are Owners hereunder), employees, agents, contractors and designees shall at all times have a right and non-exclusive easement of access and use over the Common Roads as is necessary and convenient to travel to and from the entrance to the Property to the Club Facilities and such other portions of the Property as are necessary and convenient to the operation, maintenance, repair and replacement of the Club Facilities. Without limiting the generality of the foregoing, members of the Club and permitted invitees shall have the right to park their vehicles on the Common Property and Roads at reasonable times before, during and after tournaments, and other approved functions at the Club.

Section 15.3. Architectural Control. Neither the Association, the ARB or similar committee or board thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Properties which are adjacent to, or otherwise in the direct line of sight from, the Club property without giving the Club at least fifteen (15) days prior notice of its intent to approve or permit same together with copies of the request therefor and all other documents and information finally submitted in such regard. The Club shall then have fifteen (15) days in which to voice its approval or disapproval, which opinion shall be given great weight in the final decision. The failure of the Club to respond to the aforesaid notice within the fifteen (15) day period shall constitute a waiver of the Club's right to object to the matter so submitted. This section shall also apply to any work on the Common Property hereunder. The Club shall not be subject to the requirements of Article V hereof.

Section 15.4. Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Club, no amendment to this Article and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the owner(s) of the Club or, in the case of a corporate owner, by its board of directors. The foregoing shall not apply, however, to amendments made by the Declarant.

Section 15.5. Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Club shall cooperate to the maximum extent possible in the operation of the Property and the Club.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.1. Enforcement. The Association, the Declarant for so long as it is a Class B member, or any Owner, shall have the right to enforce, by a proceeding at law or in

equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Provided, however, the foregoing shall be construed to limit the Declarant's rights under Article V to retain architectural control of the Property as provided therein. Failure by the Association, the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In connection with any action taken by a party to enforce its rights hereunder, the prevailing party shall be entitled to be reimbursed for its attorney's fees and court costs, at or before and at trial and on appeal.

Section 16.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 16.3. Term. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument of termination thereof is executed by seventy-five percent (75%) of the votes of the Association.

Section 16.4. Amendment. For so long as Declarant retains its Class B Membership, Declarant reserves the right without consent or joinder of any Owner or Mortgagee to (a) amend this Declaration, provided that such amendments shall conform to the general purposes and standards of the covenants and restrictions, herein contained, (b) amend this Declaration for the purpose of curing any ambiguity in or inconsistency between the provisions herein contained, (c) include in any supplemental declaration or other instrument hereafter made any additional covenants, restrictions and easements applicable to the Property (d) release any Lot or Dwelling Unit from any part of the covenants and restrictions which have been violated, if Declarant, in its sole judgment determines such violation to be a minor or insubstantial violation and (e) as may be required by any Mortgagee. In addition to the rights of Declarant, upon termination of the Class B Membership, this Declaration may be amended by the Owners of this Declaration by recording an instrument signed by Owners representing not less than seventy-five percent (75%) of all the votes of the Association. All amendments must be recorded.

Section 16.5. Multi-Family and Commercial Parcels. Notwithstanding anything else to the contrary set forth herein, the Declarant reserves the right to grant non-exclusive easements over the Common Roads for ingress and egress and non-exclusive easements over the Common Property for utilities, water, sewer, cable television, drainage for the benefit of certain parcels of land which may be developed for multi-family or commercial use in accordance with the PUD Ordinance governing the Property and for the members of the Queen's Harbour Yacht & Country Club.

Section 16.6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless same is approved by a vote of seventy-five percent (75%) of the Members at a general meeting. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) the imposition of Assessments as provided, (iii) proceedings involving challenges to ad valorem taxation or (iv) counterclaims brought by the Association in proceedings instituted against it. Notwithstanding the provisions of Section 16.4 of this Article, this Section shall not be amended unless such amendment is made by the

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Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 16.7. Use of Name. Declarant, for itself and those of its successors and assigns as are designated by Declarant in writing, hereby reserve the right to the use of the name "Queens Harbour Yacht & Country Club" or any combination of such words in the promotion, marketing, development and sale of the Property or other property. No proprietary right to such name is granted to any Owner or the Association.

Section 16.8. Use of Common Roads By Adjacent Owners. The Owners of certain parcels of land lying adjacent to the Property have been granted the right of ingress and egress over the Common Roads for the purpose of access to their respective parcels. These are subject to the terms and conditions of certain Deeds of Conveyance, Grants of Easement, Reverter and Power of Attorney instruments recorded in the public records of Duval County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, as hereunto set its hand and seal this 15th day of December, 1989.

Signed, sealed and delivered in the presence of:

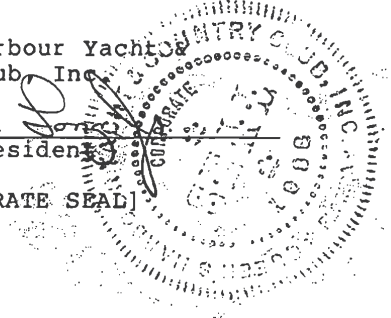
Randa Cooper
Prosp. - Spain

QUEENS HARBOUR YACHT & COUNTRY CLUB, LTD.

By: Queen's Harbour Yacht & Country Club, Inc.

By: *Max S. Lonski*
Its Vice President

[CORPORATE SEAL]



STATE OF FLORIDA

COUNTY OF DUVAL

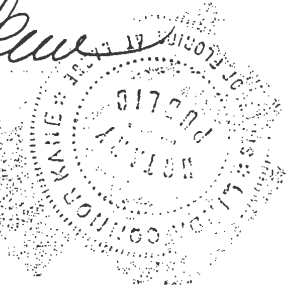
The foregoing instrument was acknowledged before me this 15th day of December, 1989 by *Max S. Lonski*, the President of Queens Harbour Yacht & Country Club, Inc., a Florida corporation, corporate general partner of Queen's Harbour Yacht & Country Club, Ltd., a Florida limited partnership, on behalf of the partnership.

Randa Cooper

Notary Public
State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Mar. 3, 1991



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CONSENT AND JOINDER OF MORTGAGEE

The undersigned is the owner and holder of that certain mortgage made by Queen's Harbour Yacht & Country Club, Ltd., and recorded in Official Records Volume 6789, Page 1340, of the Public Records of Duval County, Florida ("Mortgage"). The undersigned hereby consents to and joins in this Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements dated October 18, 1989, and subordinates the lien of its Mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned sets its hand and seal on this 13th day of November, 1989.

Signed, sealed and delivered in the presence of:

LLOYDS BANK PLC

Joanne Morone
Mona S. Howard

By: Sybil H. Weldon
Sybil H. Weldon,
Vice President

And: Joseph F. Catalano
Joseph F. Catalano,
Executive Officer

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13th day of November, 1989, by Sybil H. Weldon, the Vice President, and Joseph F. Catalano, the Executive Officer, of Lloyds Bank Plc, a banking corporation, on behalf of the corporation.

Joanne Morone
Notary Public, State of
Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 4, 1990
Bonded thru Huckleberry, Sibley &
Harvey Insurance and Bonds, Inc.

OFFICIAL RECORDS

CONSENT OF MORTGAGEE

The undersigned is the holder of that certain mortgage recorded in Official Records Volume 6652, page 818 of the public records of Duval County, Florida ("Mortgage") and the undersigned hereby consents to and joins in this Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements dated December 15, 1989 and subordinates the lien of its mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned sets its hand and seal on this 30 day of Nov., 1989.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

[Signature]
William B. Dawson

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30~~th~~ day of November, 1989, by William B. Dawson.

[Signature]
Notary Public, State of Florida

My Commission Expires:



EXHIBIT "A"

Lots 1 - 353, Queens Harbour Boulevard, Troon Trace Lane, Sandringham Drive, Princess Kelly Drive, Emerald Cove Court, Chicopit Lane, MacQueens Court, Shipwatch Drive East, Hammock Cay Drive, Club Cove Drive, Schooner Point Drive, Fiddlers Point Drive, Shelter Cove Drive, Chatsworth Lane, Hope Sound Court, Bermuda Cay Court, Little Harbor Court, Tortuga Point Drive, Admirals Bend Drive, Longs Landing Road East, Shipwatch Drive, Hawks Trace Drive, Longs Landing Road West, QUEEN'S HARBOUR YACHT & COUNTRY CLUB, UNIT ONE, according to plat thereof recorded in Plat Book 45, pages 100, 100A through 100Q of the current public records of Duval County, Florida.

Additional Property

PARCEL E

A part of the John McQueen Grant, Section 37, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Permanent Control Point marking the Point of Reference of the Plat of Pablo Villas, as recorded in Plat Book 38, Pages 23 and 23A of the Current Public Records of said County, said point also being situate on the centerline P.I. of San Pablo Road, as described in Official Records Volume 602, Page 568 of said Current Public Records, said Point also being situate in the South line of said Section 37; thence South 84°54'47" West, along said South line of Section 37, a distance of 40.58 feet to a point situate in the Westerly right of way line of San Pablo Road; thence North 04°37'07" East, along said Westerly right of way line of San Pablo Road, a distance of 5087.87 feet to an angle point in said right of way line; thence North 00°27'55" West and continuing along said Westerly right of way line, a distance of 639.12 feet for a POINT OF BEGINNING; thence continue North 00°27'55" West along said Westerly right of way line, a distance of 1057.76 feet; thence North 01°15'53" East and continuing along said Westerly right of way line, a distance of 363.49 feet to an angle point in said right of way line; thence North 00°29'28" East and continuing along said Westerly right of way line, a distance of 773.35 feet to an angle point in said right of way line; thence North 01°15'57" West and continuing along said Westerly right of way line, a distance of 376.02 feet to the point of curvature of a curve to the right concave Easterly and having a radius of 1185.92 feet; thence Northerly around and along the arc of said curve, a distance of 340.76 feet; said arc being subtended by a chord bearing and distance of North 06°57'56" East, 339.58 feet to the point of tangency of said curve; thence North 15°11'50" East and continuing along said Westerly right of way line, a distance of 1377.74 feet to the point of curvature of a curve to the left concave Westerly and having a radius of 1869.86 feet; thence Northerly around and along the arc of said curve and continuing along said Westerly right of way line, a distance of 325.12 feet; said arc being subtended by a chord bearing and distance of North 10°12'58" East, 324.71 feet to the point of tangency of said curve; thence North 05°14'06" East and continuing along said Westerly right of way line, a distance of 165.29 feet; thence South 82°49'39" West and along the Southerly line of those certain lands conveyed to Duval County by Deed Book 1650, Page 299 of the Current Public Records of said County, a distance of 584.28 feet to an angle point in said line; thence South 82°41'26" West and continuing along said last mentioned line, a distance of 1067.01 feet to an angle point in said line; thence South 82°35'13" West and continuing along said last mentioned line, 1137.52 feet; thence South 82°36'36" West, and continuing along said last mentioned line, a distance of 230.00 feet; thence South 18°02'09" East, a distance of 3155.48 feet; thence South 07°34'16" East, a distance of 1704.53 feet; thence South 79°26'09" East, a distance of 200.00 feet; thence North 10°33'51" East, a distance of 400.00 feet; thence North 90°00'00" East, a distance of 1069.70 feet to the POINT OF BEGINNING. Less and except hereon any portion of unsurveyed Sections 1, 2, 11, 12, 13 and 14, Township 2 South, Range 28 East, Duval County, Florida, lying adjacent to said Section 37 referenced herein.

OFFICIAL RECORDS

EXHIBIT "C"

Architectural Planning Criteria.

The criteria set forth herein are the initial guidelines which will be utilized by the ARB in its review of all plans and specifications submitted to it as provided in Article V hereof. These guidelines do not constitute preapproval of any proposed improvement, but are provided herein to describe certain minimum standards and specifications. Whether it is specifically provided in these Architectural Planning Criteria or in any other provision of this Declaration, all improvements made to any Lot whether vertical or horizontal, permanent or temporary, functional or decorative, for residential use or for ancillary or recreational purposes must be submitted to the ARB for its approval in accordance with the provisions of Article V.

(a) Building Type. No Dwelling Unit shall be erected, altered, placed or permitted to remain on any Lot in Queen's Harbour Yacht & Country Club Unit One other than one detached single-family residence containing not less than two thousand (2,000) square feet for one floor buildings and two thousand two hundred (2,200) square feet for two story buildings, such square footage shall be measured to include liveable, enclosed, heated floor area (exclusive of open or screen porches, patios, terraces, garages and carports) not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport if approved) for not less than two (2) 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 Dwelling Unit nor can any such structure(s) be constructed prior to construction of the main residential Dwelling Unit.

(b) Lot Siting. Set back restrictions shall be as set forth on the plat or in any supplemental restrictions made pursuant to the terms hereof. A Dwelling Unit may be located upon a single platted Lot or a combination of platted Lots and in such event the side set back lines shall apply to the outermost Lot side restriction lines. The ARB shall have the right to impose additional set back requirements for all Lot lines to preserve line of sight of neighboring properties.

Unless waived by the ARB, the main dwelling located on each Lot shall be placed no closer than twenty five (25) feet from the front lot line, ten (10) feet from the side lot line or twenty five (25) feet from the rear lot line unless a Lot contains a lake or jurisdictional wetlands and then the set back lines shall be measured from the top of a bank of a retention area or from the most inland jurisdictional line as established by the Army Corps of Engineers, Department of Environmental Regulation or the St. Johns River Water Management District. Lots located on corner lots shall be located at least twenty (20) feet from both streets, irrespective of which lot lines are established as front or side lot lines.

(c) Height Limitations. No structure shall exceed thirty-five feet in height.

(d) Exterior Color Plan. The ARB shall have final approval of all exterior colors plans and each Owner must submit to the ARB prior to initial construction and development upon any Lot a color plan showing the color of the roof, exterior walls, shutters, trims, which shall be consistent with the Dwelling Units in the surrounding areas.

OFFICIAL RECORDS

(e) Roofs. Flat roofs shall not be permitted unless approved by the ARB. Minimum pitch of roof will be 5/12. Protrusions through roofs for power ventilators or other apparatus, including the color and location thereof, must be approved by the ARB.

(f) Garages and Automobile Storage. In addition to the requirements stated in Paragraph (a) above, all garages shall have a minimum width of twenty (20) feet and a minimum length of twenty (20) feet as measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door. All overhead doors shall be kept closed when not in use. No carports will be permitted unless approved by the ARB. 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 ARB and a new garage in compliance with these restrictions is built. The use of side entry garages is encouraged wherever possible.

(g) Driveway Construction. All Dwelling Units shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. All driveways must be constructed of an approved material.

(h) Games and Play Structures. All basketball backboards, tennis courts and play structures shall be located at the rear of the Dwelling Unit, 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 Dwelling Unit constructed thereon and shall be constructed so as to not adversely affect the adjacent Lots or the use or privacy thereof. Any such structure must have prior approval of the ARB.

(i) 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 ARB. The ARB 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 ARB-approved method for keeping and maintaining such permitted pets. 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 ARB and no fences will be permitted on the Lot property line.

(j) Landscaping. A basic landscaping plan shall be prepared for each Lot and must be submitted to and approved by the ARB prior to initial construction and development thereon. The plan shall call for landscaping improvements, exclusive of sodding and sprinkling systems, requiring a minimum expenditure of \$500.00 by Owner. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained on any Lot unless approved by the ARB.

(k) 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 ARB, which include, but are not limited to the following:

OFFICIAL RECORDS

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

(ii) The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of a Dwelling Unit unless approved by the ARB;

(iii) No screening of pool areas may extend beyond a line extended and aligned with the side walls of the Dwelling Unit unless approved by the ARB;

(iv) Pool screening may not be visible from the street in front of the Dwelling Unit unless approved by the ARB;

(v) Location and construction of tennis or badminton courts must be approved by the ARB;

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

(vii) Tennis court lighting shall not be permitted.

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 ARB.

(l) Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which shall be kept within an enclosure constructed with each Dwelling Unit in a location approved by the ARB.

(m) Maintenance During Construction. All Lots shall be maintained during construction in a neat nuisance-free condition. Owner agrees that the ARB or the Association shall have the discretion to rectify any violation of this subsection, with or without notice, and that Owner shall be responsible for all expenses incurred by the ARB thereby, which expenses shall constitute a Special Assessment as described in Article IV, Section 4.3(b).

(n) Temporary Structures. No structures of a temporary character, trailer, basement, 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 the Declarant and/or its designees may erect and utilize temporary structures for construction or sales use.

(o) Removal of Trees. In reviewing building plans, the ARB 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 ARB, which approval may be given when such removal is necessary for the construction of a Dwelling Unit or other improvement.

(p) Window Air Conditioning Units. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

(q) 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 Dwelling Unit in such a manner to be

OFFICIAL RECORDS

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.

(r) 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 any Lot or on any Dwelling Unit without the approval of the ARB 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 Dwelling Units, each Owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

(s) Lot Size. No Lot which has been improved by the construction of a single family Dwelling Unit shall be further subdivided or separated into smaller lots by any Owner; provided that this provision shall not prohibit corrective deeds or similar corrective instruments. The Declarant shall have the right to modify the subdivision plats of the Property provided that all Owners of the affected Lots consent to such modification, which consent shall not be unreasonably withheld. The Declarant or its designee, without the consent of any Owners, may modify a Lot(s) it owns for the purpose of creating a street or right of way and the restrictions as to use contained herein shall not be applicable to such Lot(s).

(t) 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.

(u) Docks. All docks constructed shall be reviewed by the ARB and shall utilize standard materials, colors and design as previously approved by the ARB. Further, any such docks shall be constructed and maintained in strict compliance with the Permits.

(v) Architectural Planning Criteria. As provided above the ARB shall adopt initial Architectural Planning Criteria which may be modified from time to time as provided above. In addition, the ARB may adopt more particularly specific criteria which may be incorporated in the policy manual and which may be modified from time to time by the ARB. Such Architectural Planning Criteria and policy manual shall be maintained in the Association office.

The Architectural Planning Criteria are intended as guidelines to which adherence shall be required by each Owner in the Property; provided, however, the ARB shall have the express authority to waive any requirement set forth herein if, in its professional opinion, it deems 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 ARB upon approval by a majority of its members.

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUNEDIN COUNTY FLA

DEC 19 3 08 PM '89

RECORD VERIFIED
Henry W. Good
CLERK OF CIRCUIT COURT

OFFICIAL RECORDS DECLARATION OF RESTRICTION

This Declaration of Restrictions is made as of this 30th day of November, 1989 by Queens Harbour Yacht and Country Club, Ltd., a Florida limited partnership ("Declarant").

RECITALS

A. Declarant is the owner of certain land more fully described in Exhibit "A" attached hereto and made a part hereof ("Property").

B. Declarant has certain option rights to purchase land as more fully described in two option agreements:

(1) Conditional Continuing Option Agreement dated December 26, 1983 by and between Carl D. Dawson, Trustee and Fred B. Bullard, recorded in Official Records Volume 5750, Page 716 of the current public records of Duval County, Florida; as modified by Modification of Conditional Continuing Option Agreement dated February 2, 1989, recorded in Official Records Volume 6652, Page 798, aforesaid records; as assigned to Queens Harbor Yacht and Country Club, Ltd., pursuant to Assignment of Option dated February 2, 1989 recorded in Official Records Volume 6652, Page 801, aforesaid records; as modified by Second Modification of Conditional Continuing Option Agreement dated May 26, 1989, recorded in Official Records Volume 6710, Page 1086 aforesaid records; as assigned to American Realty Finance Corp. pursuant to Assignment of Option Agreement dated May 26, 1989 recorded in Official Records Volume 6710, Page 1123; aforesaid records and further assigned in Assignment of Loan recorded in Official Records Volume 6727, Page 444 aforesaid records; and

(2) Conditional Continuing Option dated February 2, 1989 between William B. Dawson and Sandra N. Dawson as Optionors and Queen's Harbour Yacht and Country Club, Ltd., as Optionee, dated February 2, 1989, recorded in Official Records Volume 6652, Page 802, aforesaid records and as assigned to lender, American Realty Finance Corp. pursuant to Assignment of Option Agreement dated May 26, 1989, recorded in Official Records Volume 6710, Page 1128 as aforesaid and further assigned in Assignment of Loan

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recorded in Official Records Volume 6727, Page 444, aforesaid records (jointly referred to herein as "Option Agreements").

The land subject to the Option Agreements is more fully described in Exhibits "B" and "C" attached hereto and made a part hereof ("Option Parcel")

C. In connection with the development of the Property, Declarant obtained from the State of Florida Board of Trustees of the Internal Improvement Trust Fund ("Board of Trustees") and the Florida Department of Natural Resources ("DNR") a Sovereignty Submerged Land Easement Number 0025(3837-16) ("Easement") which Easement contains certain conditions and restrictions which require the restriction of future activities in the creek and marsh areas which are sovereignty lands of the state and which border the Property. Further, to the extent that the Declarant becomes the fee simple title owner of any portion of the Option Parcel, then the conditions and restrictions contained in the easement shall automatically burden that portion of the Option Parcel which the Declarant owns from time to time.

D. In order to comply with the provision of the Easement, the DNR and the Board of Trustees have required, and the Declarant has agreed, to place certain restrictions on the Property and on the Option Parcel (to the extent that Declarant owns any portion thereof) all as more fully set forth herein.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that

(1) No fee simple owner of any parcel or part of the Property or any interest therein which borders on the creeks or marshes which are sovereignty lands of the State shall

(a) Extend ownership by purchase or any other means into such creeks or marshes.

(b) Construct any dock or any other structure within the creek or marshes except for the lock between the upland lagoon and Pablo Creek and its appurtenant structures approved in accordance with the terms of the Easement.

(c) Excavate any access channel within the creeks or

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marshes except the channel in Pabic Creek approved pursuant to the terms of the Easement.

The creek and marsh border of Property which is subjected to the foregoing restrictions is indicated by the heavy line (marked 20,800 LF and 17,000 LF) in the sketch map attached hereto as Exhibit "C" and made a part hereof, provided the restriction shall not apply to the Option Parcel except in accordance with paragraph 3.

2. If any owner of any portion or interest in the Property violates the foregoing restrictions, in addition to restoring the affected land to its original condition, the owner shall undertake any other mitigation or restorative measures as may be required by the applicable agency. The restrictions contained in this Declaration shall enure to the benefit of and shall be enforceable by the Board of Trustees. This restriction shall not be amended, modified or appealed without written consent of the Board of Trustees.

3. Upon Declarant obtaining fee simple ownership to any portion of the Option Parcel, the foregoing restrictions shall immediately and automatically extend to and restrict the portion of the Option Parcel owned by the Declarant. Provided, however, that the restrictions will not apply to a 150' section of the shoreline of the Option Parcel which borders on the marsh on the Greenfield Creek side of the Option Parcel as depicted in the sketch drawing attached as Exhibit C. The restrictions shall become effective for the Option Parcel or any portion thereof on the date that the deed for the Option Parcel or any portion thereof is recorded in the Public Records of Duval County, Florida. Provided however, until any portion of the Option Parcel is conveyed to Declarant, this Declaration and the restrictions contained herein shall not be deemed to encumber the Option Parcel and shall not be construed as a lien, defect or encumbrance thereon.

4. Declarant hereby declares that the foregoing restrictions shall constitute covenants running with the land and shall be binding upon all parties having any right, title or

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OFFICIAL RECORDS
interest in the Property or any part thereof, their heirs,
successors and assigns and shall enure to the benefit and be a
burden upon each Owner thereof.

IN WITNESS WHEREOF the undersigned sets its hand and seal as
of the date first above written.

Witnesses:

[Handwritten signatures of witnesses]

QUEENS HARBOUR YACHT AND
COUNTRY CLUB, LTD.

By: Queen's Harbour Yacht &
Country Club, Inc

By: *[Signature]*
Its Vice President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

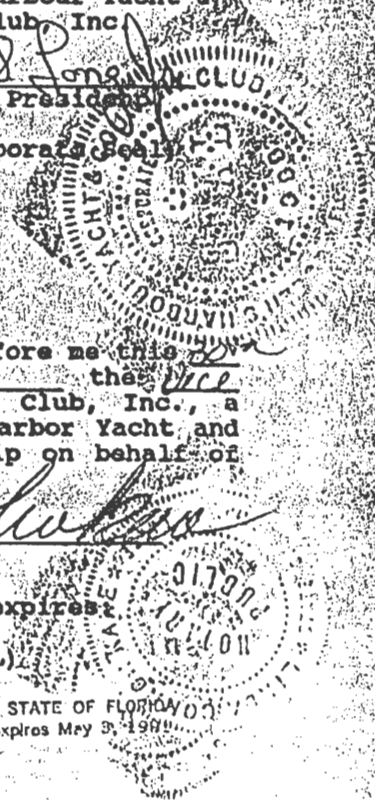
The foregoing instrument was acknowledged before me this
day of November, 1989 by Mar S. Lane the Vice
President of, Queens Harbour Yacht and Country Club, Inc., a
Florida corporation, general partner of Queens Harbor Yacht and
Country Club, Ltd., a Florida limited partnership on behalf of
the partnership.

[Signature]
Notary Public

My commission expires

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires May 3, 1990



VL 6882 RE 1577

OFFICIAL RECORDS

CONSENT OF MORTGAGE

The undersigned is the holder of that certain mortgage recorded in Official Records Volume 6789, Page 1340 of the Public Records of Duval County, Florida ("Mortgage") and the undersigned hereby consents to and joins in this Declaration of Restrictions dated November 30, 1989 and subordinates the lien of its mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned sets its hand and seal on this 29th day of November, 1989.

Signed, sealed and delivered in the presence of:

Joanne Moore
Dolores J. Sott

LLOYDS BANK PLC

By: Sybil H. Weldon w155
Sybil H. Weldon,
Vice President

And: Joseph F. Catalano CS34
Joseph F. Catalano,
Executive Officer

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of November, 1989, by Sybil H. Weldon, the Vice President, and Joseph F. Catalano, the Executive Officer, of Lloyds Bank Plc, a banking corporation, on behalf of the corporation.

Dolores J. Sott
Notary Public, State of
Florida
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 6, 1990
BONDED THRU GENERAL TRS. USD.

DL0832 P51578

OFFICIAL RECORDS

CONSENT OF MORTGAGEE

The undersigned is the holder of that certain mortgage recorded in Official Records Volume 6652, page 818 of the public records of Duval County, Florida ("Mortgage") and the undersigned hereby consents to and joins in this Declaration of Restrictions dated November 30, 1989 and subordinates the lien of its mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned sets its hand and seal on this 30 day of November, 1989.

Signed, sealed and delivered in the presence of:

Alan Spinner
Betty P. York

William B. Dawson, Jr.
WILLIAM B. DAWSON

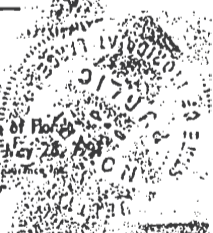
STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 30 day of November, 1989 by William B. Dawson.

Betty P. York
Notary Public

My commission expires:

(SEAL)
Notary Public, State of Florida
My Commission Expires May 28, 1991
Bonded thru First Citizens Bank



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OFFICIAL RECORDS

CONSENT AND SUBORDINATION OF MORTGAGE

The undersigned is the holder of a Mortgage and Security Agreement executed by Queen's Harbour Yacht & Country Club, Ltd., as Mortgagor, and recorded at O.R. Volume 6727, page 451, Duval County, Florida, public records (the "Mortgage"), said Mortgage having been assigned to the undersigned at O.R. Volume 6727, page 444. At the request of the Mortgagor, the undersigned has agreed to the recording or certain restrictions on the mortgaged property as required by state or local governmental authorities. The undersigned hereby consents to a Declaration of Restrictions dated November 30, 1989, by the Mortgagor, recorded under Clerk's Reception Number _____, in the Duval County, Florida, public records and the undersigned subordinates its Mortgage to said Declaration and the terms and provisions thereof.

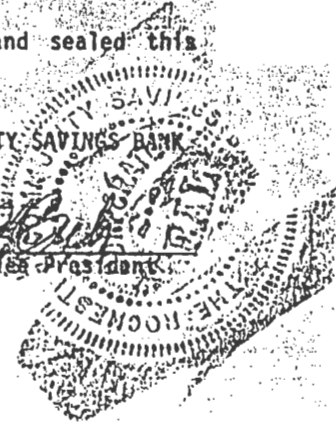
IN WITNESS WHEREOF, the undersigned has signed and sealed this consent on this the 29th day of November, 1989.

Signed, sealed and delivered in the presence of:

Timothy J. Hanna
Donald J. Eich

ROCHESTER COMMUNITY SAVINGS BANK

By: Donald J. Eich
Its Senior Vice President



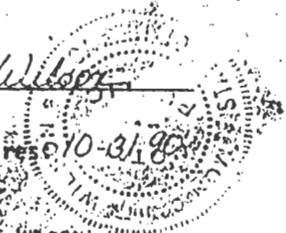
STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

This instrument was acknowledged before me this 29th day of November, 1989, by Donald J. Eich, Senior Vice President of Rochester Community Savings Bank, a New York banking corporation, on behalf of the corporation.

Monica J. Wilson
Notary Public
State of New York
My commission expires 10-31-90

(Notary Seal)

MONICA J. WILSON
NOTARY PUBLIC, State of N.Y., Monroe Co.
My Commission Expires 10-31-1990



PARCEL A

EXHIBIT A

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OFFICIAL RECORDS

A portion of the John McQueen Grant, Section 37, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows: COMMENCE at a Permanent Control Marking at the point of reference of the plat of Pablo Villas, as recorded in Plat Book 38, Pages 23 and 23A of the Current Public Records of said County; said point also being situate in the centerline P.I. of San Pablo Road, as described in Official Records Volume 602, Page 568 of said Current Public Records; said point also being situate in the South line of said Section 37; thence South 84°54'47" West, along said South line of Section 37, a distance of 40.58 feet to a point situate in the Westerly right of way line of said San Pablo Road for a POINT OF BEGINNING; thence continue South 84°54'47" West along last said line, a distance of 1151.73 feet; thence South 84°58'26" West, and continuing along said South line of Section 37, a distance of 429.88 feet; thence North 19°21'44" West, a distance of 1751.32 feet; thence North 28°47'44" East, a distance of 1134.51 feet; thence North 41°24'33" East, a distance of 565.10 feet; thence North 10°33'51" East, a distance of 2751.55 feet; thence North 90°00'00" East, a distance of 1069.70 feet to a point situate in said Westerly right of way line of San Pablo Road; thence South 00°27'55" East along last said line, a distance of 639.12 feet; thence South 04°37'07" West and continuing along said Westerly right of way line, a distance of 5087.87 feet to the POINT OF BEGINNING. Less and except hereon any portion of unsurveyed sections 1, 2, 11, 12, 13 and 14, Township 2 South, Range 28 East, Duval County, Florida, lying adjacent to said Section 37 referenced herein.

PARCEL B

A portion of the John McQueen Grant, Section 37, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows: COMMENCE at a Permanent Control Point at the point of reference of the plat of Pablo Villas, as recorded in Plat Book 38, Pages 23 and 23A of the Current Public Records of said County; said point also being situate in the centerline P.I. of San Pablo Road, as described in Official Records Volume 602, Page 568 of said Current Public Records; said point also being situate in the South line of said Section 37; thence North 85°14'07" East along the South line of said Section 37, a distance of 40.54 feet to a point situate in the Easterly right of way line of said San Pablo Road; thence North 04°37'07" East, along said Easterly right of way line, a distance of 250.62 feet to the POINT OF BEGINNING; thence continue North 04°37'07" East along said Easterly right of way line, 4827.35 feet; thence North 00°27'55" West and continuing along said Easterly right of way line, 1699.22 feet; thence North 01°15'53" East and continuing along said Easterly right of way line, 362.82 feet; thence North 00°29'28" East and continuing along said Easterly right of way line, 775.12 feet; thence North 01°15'57" West and continuing along said Easterly right of way line, 377.24 feet to the point of curvature of a curve to the right concave Easterly and having a radius of 1105.92 feet; thence Northerly along and around the arc of said curve 317.77 feet; said arc being subtended by a chord bearing and distance of North 06°57'56" East, 316.68 feet to the point of tangency of said curve; thence North 15°11'50" East and continuing along said Easterly right of way line, 1377.74 feet to the point of curvature of a curve to the left concave Westerly and having a radius of 1949.86 feet; thence Northerly along and around the arc of said curve 339.03 feet; said arc being subtended by a chord bearing and distance of North 10°12'58" East, 338.60 feet to the point of tangency of said curve; thence North 05°14'06" East, 182.89 feet; thence Northeasterly along the Southerly line of those certain lands conveyed to Duval County by Deed Book 1650, Page 299 of the Current Public Records of said County run the following 5 courses and distances: Course 1 - North 82°49'39" East, a distance of 204.57 feet; Course 2 - North 82°42'13" East, a distance of 640.23 feet; Course 3 - North 82°00'30" East, a distance of 172.93 feet; Course 4 - North 74°15'37" East, a distance of 196.81 feet; Course 5 - North 68°52'22" East, a distance of 80.00 feet; thence South 34°08'02" East, a distance of 86.26 feet; thence South 19°28'05" West, a distance of 853.95 feet; thence South 71°33'54" East, a distance of 300.00 feet; thence South 00°00'00" West, a distance of 440.00 feet; thence South 52°35'38" West, a distance of 1854.98 feet; thence South 02°31'59" East, a distance of 500.00 feet to a point situate in the Northerly line of those certain lands described in Official Records Volume 3053, Page 245 (Parcel C) of the Current Public Records of said County; thence North 89°52'19" West along last said line, a distance of 250.00 feet to the POINT OF BEGINNING.

thereof; thence South 05°50'51" East along the Westerly line of last mentioned lands and along the Westerly line of those certain lands described in Official Records Volume 2539, Page 539 and Official Records Volume 2057, Page 82 (Parcel V), a distance of 638.78 feet to the Southwest corner thereof; thence South 89°58'41" East along the Southerly line of said last mentioned lands, a distance of 694.05 feet to the Southeast corner thereof; thence North 05°50'51" West along the Easterly line of said last mentioned lands, a distance of 565.32 feet to the Northeast corner thereof; thence South 89°58'41" East along the Northerly line of those certain lands described in Official Records Volume 2336, Page 392 of said Current Public Records, a distance of 340.08 feet; thence South 69°41'41" East and continuing along said last mentioned line, a distance of 295.00 feet; thence North 64°57'51" East along the Northerly line of those certain lands described in Official Records Volume 2057, Page 80 (Parcel I), a distance of 706.38 feet to the Southwest corner of those certain lands described in Official Records Volume 3669, Page 636 of said Current Public Records and a point hereinafter referred to as Reference Point A; thence North 89°18'19" East, 231.98 feet to a point hereinafter referred to as Reference Point B, returning to said Reference Point A, run North 00°41'41" West along the Westerly line of said last mentioned lands, 79 feet, more or less, to the water of Pablo Creek; thence Easterly along said waters and following the meanderings thereof, 233 feet, more or less, to a point which lies North 06°06'41" West, 96 feet, more or less, from said Reference Point B; thence South 06°06'41" East, along the Westerly line of those certain lands described in Official Records Volume 4482, Page 924 of said Current Public Records, 96 feet, more or less, to said Reference Point B; thence continuing South 06°06'41" East along said last mentioned line, 199 feet, more or less, to a point situate in the Southerly line of those certain lands described in Official Records Volume 3669, Page 634 of said Current Public Records; thence Northeasterly along the Northwest-erly edge of an existing salt marsh, 260 feet, more or less; thence North 89°18'19" East along the Southerly line of those certain lands described in Official Records Volume 3516, Page 1052 of said Current Public Records, 90 feet, more or less, to the Southeast corner thereof, and a point situate in the Easterly government meander line of said Section 37; thence South 00°41'41" East, along said last mentioned line, 934.00 feet to an angle point in said meander line; thence South 29°48'42" West and leaving said meander line, 1260.62 feet; thence South 66°53'09" West, 891.57 feet; thence South 00°00'00" West, a distance of 1513.46 feet; thence South 52°49'56" West, a distance of 189.07 feet; thence South 31°40'21" East, a distance of 81.14 feet to the Point of Curvature of a curve to the right; thence along and around the arc of said curve concave Westerly and having a radius of 300.00 feet, an arc distance of 319.67 feet; said arc being subtended by a chord bearing and distance of South 01°08'45" East, 304.76 feet to the Point of Tangency of a curve; thence South 29°22'50" West, a distance of 13.78 feet; thence South 49°30'00" East, a distance of 310.69 feet; thence South 78°16'30" West, a distance of 171.09 feet; thence South 18°37'20" West, a distance of 578.74 feet; thence South 39°33'02" East, a distance of 995.27 feet; thence South 86°37'13" East, a distance of 944.34 feet; thence South 14°55'53" East, a distance of 310.48 feet; thence South 00°00'00" West, a distance of 880.00 feet; thence South 52°30'56" East, a distance of 748.39 feet; thence South 85°14'07" West, along said South line of Section 37, a distance of 3100.00 feet; thence North 04°37'07" East, a distance of 250.62 feet; thence South 85°14'07" West, a distance of 285.00 feet to the POINT OF BEGINNING. Less and except hereon any portion of unsurveyed Sections 1, 2, 11, 12, 13 and 14, Township 2 South, Range 28 East, Duval County, Florida, lying adjacent to said Section 37, referenced herein. And further excepting therefrom the following described lands.

W65002 PG1532

PARCEL C

OFFICIAL RECORDS

A part of the John McQueen Grant, Section 37, Township 2 South, Range 28 East, Duval County, Florida; being more particularly described as follows: Commencing at the Permanent Control Point marking the point of reference of the Plat of San Pablo Village as recorded in Plat Book 38, pages 23 and 23A of the current public records of said county; said point also being situate on a centerline P. I. of San Pablo Road as described in Official Records Volume 602, page 568 of said current public records; thence North $03^{\circ} 50' 10''$ East, along said centerline of San Pablo Road (an 80 foot right of way), a distance of 1617.08 feet to a point situate in the North line of the South 1500 feet of said Section 37; thence North $84^{\circ} 22' 06''$ East, along last mentioned line, a distance of 40.55 feet to a point situate in the Easterly right of way line of said San Pablo Road; thence North $03^{\circ} 50' 10''$ East along said Easterly right of way, a distance of 1780.00 feet; thence North $61^{\circ} 45' 40''$ East, 1000.00 feet; thence South $26^{\circ} 44' 52''$ East, 616.24 feet for a POINT OF BEGINNING; thence North $28^{\circ} 35' 53''$ East, 13.78 feet to the point of curvature of a curve to the left concave Westerly and having a radius of 300.00 feet; thence Northerly around the arc of said curve 319.67 feet; said arc being subtended by a chord bearing and distance of North $01^{\circ} 55' 42''$ West, 304.76 feet to the point of tangency of said curve; thence North $32^{\circ} 27' 18''$ West, 81.14 feet; thence North $52^{\circ} 02' 59''$ East, 145 feet, more or less, to the Westerly edge of an existing salt marsh, the same being the Easterly boundary of said Section 37; thence Easterly, Southerly, Westerly along said salt marsh and following the meanderings thereof, 2420 feet, more or less, to a point which lies South $50^{\circ} 16' 57''$ East, 165 feet, more or less, from the point of beginning; thence North $50^{\circ} 16' 57''$ West, 165 feet, more or less, to the point of beginning.

Exhibit B

VOL 6802 PG 1583

PARCEL E

OPTION PARCEL

OFFICIAL RECORDS

A part of the John McQueen Grant, Section 37, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Permanent Control Point marking the Point of Reference of the Plat of Pablo Villas, as recorded in Plat Book 38, Pages 23 and 25A of the Current Public Records of said County, said point also being situate on the centerline P.I. of San Pablo Road, as described in Official Records Volume 602, Page 568 of said Current Public Records, said Point also being situate in the South line of said Section 37; thence South 84°54'47" West, along said South line of Section 37, a distance of 40.58 feet to a point situate in the Westerly right of way line of San Pablo Road; thence North 04°37'07" East, along said Westerly right of way line of San Pablo Road, a distance of 5087.87 feet to an angle point in said right of way line; thence North 00°27'55" West and continuing along said Westerly right of way line, a distance of 639.12 feet for a POINT OF BEGINNING; thence continue North 00°27'55" West along said Westerly right of way line, a distance of 1057.76 feet; thence North 01°15'53" East and continuing along said Westerly right of way line, a distance of 363.49 feet to an angle point in said right of way line; thence North 00°29'28" East and continuing along said Westerly right of way line, a distance of 773.35 feet to an angle point in said right of way line; thence North 01°15'57" West and continuing along said Westerly right of way line, a distance of 376.02 feet to the point of curvature of a curve to the right concave Easterly and having a radius of 1185.92 feet; thence Northerly around and along the arc of said curve, a distance of 340.76 feet; said arc being subtended by a chord bearing and distance of North 06°57'56" East, 339.58 feet to the point of tangency of said curve; thence North 15°11'50" East and continuing along said Westerly right of way line, a distance of 1377.74 feet to the point of curvature of a curve to the left concave Westerly and having a radius of 1869.86 feet; thence Northerly around and along the arc of said curve and continuing along said Westerly right of way line, a distance of 325.12 feet; said arc being subtended by a chord bearing and distance of North 10°12'58" East, 324.71 feet to the point of tangency of said curve; thence North 05°14'06" East and continuing along said Westerly right of way line, a distance of 165.29 feet; thence South 82°49'39" West and along the Southerly line of those certain lands conveyed to Duval County by Deed Book 1650, Page 299 of the Current Public Records of said County, a distance of 584.28 feet to an angle point in said line; thence South 82°41'26" West and continuing along said last mentioned line, a distance of 1067.01 feet to an angle point in said line; thence South 82°35'13" West and continuing along said last mentioned line, 1137.52 feet; thence South 82°36'36" West, and continuing along said last mentioned line, a distance of 250.00 feet; thence South 18°02'09" East, a distance of 3155.48 feet; thence South 07°34'16" East, a distance of 1704.53 feet; thence South 79°26'09" East, a distance of 200.00 feet; thence North 10°33'51" East, a distance of 400.00 feet; thence North 90°00'00" East, a distance of 1069.70 feet to the POINT OF BEGINNING. Less and except hereon any portion of unsurveyed Sections 1, 2, 11, 12, 13 and 14, Township 2 South, Range 28 East, Duval County, Florida, lying adjacent to said Section 37 referenced herein.

PREPARED BY:
LINDA CONNOR KANE
HOLLAND & KNIGHT
2000 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

FIRST AMENDMENT TO
QUEEN'S HARBOUR YACHT & COUNTRY CLUB
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

LINDA CONNOR KANE
HOLLAND & KNIGHT
2000 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

THIS FIRST AMENDMENT is made this 2nd day of October, 1990
by QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida limited
partnership ("Declarant").

RECITALS

A. Declarant caused that certain Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements to be recorded in Official Records Volume 6811, page 650 of the public records of Duval County, Florida ("Declaration"). All capitalized defined terms used in this instrument shall have the same meanings as defined in the Declaration.

B. Pursuant to the provisions of Section 16.4 of the Declaration, for so long as Declarant retains its Class B Membership in the Queen's Harbour Yacht & Country Club Owners Association, Inc., Declarant has the right, without consent or joinder of any Owner or Mortgagee to amend the Declaration.

C. In order to comply with the conditions of certain permits issued by the St. Johns River Water Management District ("SJRWMD") for the development of Queen's Harbour Yacht & Country Club, SJRWMD has required that certain restrictions placed upon the use of the Drainage and Lagoon Systems.

D. Declarant has determined to make amendments to the Declaration to set forth such restrictions.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, Declarant hereby amends the Declaration as follows:

1. Section 11.5(e) is hereby amended to read, in its entirety, as follows:

(e) The Lagoon System was approved, was designed and is operated solely for boating use. Swimming, any form of recreation or other activity involving direct contact with the water, and fishing are strictly prohibited in the Lagoon System. Neither the Declarant nor the Association shall be liable to any Owner, his family, guests, invitees, lessees or occupants for any damages, loss, expenses, costs or attorney fees which may be sustained by any person by reason of death or injury to any person or damage to any property, arising out of or in connection with swimming or otherwise coming in contact with the waters of the Lagoon System or eating fish, other seafood or any other material taken from the Lagoon System.

2. Subsection "(g)" is hereby added to Section 12.4:

(g) Only non-toxic sheeting or piles may be used in construction of individual docks or other structures within the waters of the Lagoon System.

3. Except as modified herein all terms and conditions of the Declaration shall remain in full force and effect.

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VOL6973 PG2116

OFFICIAL RECORDS

IN WITNESS WHEREOF, the undersigned have set its hand and seal as of the date first above written.

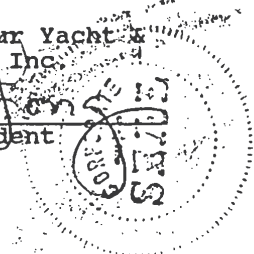
Signed, sealed and delivered in the presence of:

[Handwritten signatures]

QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD.

BY: Queen's Harbour Yacht & Country Club, Inc.

By: *[Signature]*
Its Vice President



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of October, 1990 by Maui Long, the President of Queen's Harbour Yacht & Country Club, Inc., a Florida corporation, general partner of Queen's Harbour Yacht & Country Club, Ltd., a Florida limited partnership, on behalf of the partnership.

[Signature]
Notary Public

My commission expires:

(SEAL)



NOTARY PUBLIC, STATE OF FLORIDA
My commission expires 11/2, 1992

90-0104272

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

90 OCT -2 AM 11:26

RECORD VERIFIED

[Signature]

CLERK OF DISTRICT COURT

SECOND AMENDMENT TO

QUEEN'S HARBOUR YACHT & COUNTRY CLUB

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
RE: CONSERVATION EASEMENT

THIS SECOND AMENDMENT is made this 24th day of October, 1992, by QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida limited partnership, ("Declarant").

RECITALS

A. Declarant subjected certain land owned by it to the Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 6811, page 650 and First Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 6973, page 2115, of the current public records of Duval County, Florida (jointly referred to herein as "Declaration").

B. Pursuant to the provisions of Section 16.4 of the Declaration, for so long as the Declarant retains its Class B Membership, the Declarant may amend the Declaration, provided that such amendments conform to the general purposes and standards of the covenants and restrictions.

C. At the time of recording this Amendment, Declarant is the Class B Member of the Association and the St. Johns River Water Management District has required certain amendments to the Declaration to clarify certain obligations and restrictions upon the Owners of Lots or any portion of the Property.

NOW THEREFORE, in consideration of the premises the Declarant hereby declares as follows:

1. Section 6.15 is hereby amended to read, in its entirety, as follows:

Section 6.15 Utility Provisions. The City of Jacksonville, or its successors ("Utility Company") has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any of the Lots for any purpose and no potable water shall be used within structures on the Property except potable water which is obtained from Utility Company. All sewage from any building must be disposed of through the Utility Company's sewage lines and through the sewage lines and disposal plant owned or controlled by the Utility Company. No use of septic tanks shall be permitted on the Property. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water or waters from drains located in or on docks, marinas, boats, pump out stations operated in connection with the lagoon system or drainage system (as such are hereinafter) shall be disposed through lines of the sewage system. Utility Company has a nonexclusive perpetual, unobstructed easement and right in and to and over the easements as shown on the plat of the Property or as subsequently granted to the Utility Company for the purpose of ingress, egress, installation and/or repair of water and sewage facilities. Utility Company is hereby given the right and power to enforce the provisions of this paragraph against any person who violates the provision hereof. All right, conditions, obligations and liens to which the Property is subject relating to the water and sewer utility facilities and service are more properly set forth in the Utility Service Agreement by and between Declarant and Utility Company as may be amended from time to time and the provisions, easements, terms and conditions and

LINDA COOPER WARE
HOLLAND & GIBSON
2000 HUNTERWOOD RD.
JACKSONVILLE, FL. 32202

OFFICIAL RECORDS

agreements regarding rates, charges, indemnities, and other matters are incorporated herein by reference.

2. Section 10.6 is hereby added to Article X.

10.6 Conservation Easements. It is acknowledged that the development of the Property must be in accordance with the Permits issued by the St. Johns River Water Management District ("SJRWMD"), including without limitation, Permit No. 4-031-0317M2.

In connection therewith the Declarant hereby declares that the land lying waterward of the wetland limit line as delineated on the plans dated September 20, 1989 and on file with the SJRWMD ("Restricted Land") shall be held, sold, transferred and occupied subject to the conditions hereinafter set forth, unless Owner obtains a permit from SJRWMD or the Department of Environmental Regulation for such activities.

a) There shall be no construction or placing of buildings, roads, signs, billboards or other advertising, utilities or structures above the ground in the Restricted Land.

b) No soil or other substance or material used as land fill, and no trash, waste, unsightly or offensive materials may be dumped or placed on the Restricted Land.

c) No trees, shrubs or other vegetation on the Restricted Land may be removed or destroyed.

d) There shall be no excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Restricted Land.

e) There shall be no surface use of the Restricted Land except for purposes that permit the land or water to remain predominantly their natural condition.

f) There shall be no activities within the Restricted Land which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish or wildlife habitat preservation.

g) There shall be no use made of the Restricted Land and no act shall be undertaken which is detrimental to the retention of land or water areas or which are detrimental to the preservation of structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

The foregoing conservation easement and restrictions are covenants running with the Restricted Land and are binding upon the Owners of the Restricted Land, their successors and assigns.

In addition to other enforcement rights under this Declaration, the restrictions and obligations set forth herein may be enforced by the SJRWMD and no amendments may be made to this section of the Declaration without the prior approval of SJRWMD.

3. Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

OFFICIAL RECORDS

IN WITNESS WHEREOF, the undersigned Declarant hereby sets its hand and seal as of the date first above written.

Witnesses:

F. Anne Hayes
Print Name F. ANNE HAYES

QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD.

By: QUEEN'S HARBOUR YACHT & COUNTRY CLUB, INC.

By: J. Thomas Dodson Jr.
Print Name J. THOMAS DODSON JR
Its President

(Corporate Seal)

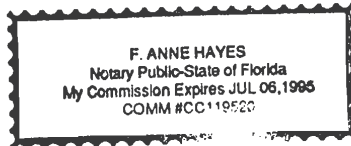
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24th day of April, 1992, by J. Thomas Dodson Jr., President of Queen's Harbour Yacht & Country Club, Inc., a Florida corporation, general partner of Queen's Harbour Yacht & Country Club, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or who produced Drivers License as identification and who did (did not) take an oath.

F. Anne Hayes
Signature of person taking acknowledgment
F. ANNE HAYES
Name of acknowledger
Title or rank:
Serial Number: CC 119520

My commission expires:



JAX-7439

92-0049662

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

92 APR 30 PM 3: 28

RECORD VERIFIED
Theresa P...
CLERK OF DISTRICT COURT

LINDA LUTHER
~~2000 INDEPENDENT SQUARE~~
2000 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

OFFICIAL RECORDS
CONSENT AND AGREEMENT REGARDING DECLARATION

THIS INSTRUMENT made and entered into this 27th day of December, 1989 by and between QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida limited partnership (herein "Borrower"); and ROCHESTER COMMUNITY SAVINGS BANK, a New York banking corporation (herein "Lender").

WITNESSETH THAT:

WHEREAS, Lender's assignor made a loan to Borrower for acquisition and development of the property known as Queen's Harbour Yacht & Country Club in Duval County, Florida and as security therefor received a Mortgage and Security Agreement dated May 26, 1989, said Mortgage and Security Agreement being recorded at OR Volume 6710, Page 1090, in the Office of the Clerk, Circuit Court of Duval County, Florida (herein said mortgage as hereafter amended or modified is referred to as the "Mortgage"); and

A

WHEREAS, the aforesaid loan is secured by a Loan Agreement dated May 26, 1989 and by certain other loan documents, which together with the Mortgage are collectively referred to herein as the "Loan Documents"; and

WHEREAS, Borrower has determined that it is appropriate to record a Declaration of Covenants, Conditions, Restrictions and Easements which affects the property encumbered by the Mortgage and has requested Lender's consent and subordination to the Declaration.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which consideration is acknowledged, and notwithstanding any contrary provision of the Declaration, Borrower as Declarant proposes to execute and record the Declaration, and the parties hereby consent, agree, grant, assign and convey as follows:

1. Lender consents to the execution and recording of the Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements dated December 15, 1989 recorded under Recorder's Reception Number 89-130412 in the Duval County Public Records (herein the "Declaration"); and Lender subordinates the lien of the Mortgage to the Declaration to the same effect as if the Declaration had been recorded prior to the Mortgage except for the limitations and reservations provided in this instrument.

2. In recognition of the fact that Lender is providing the primary financing for the acquisition and development of the property encumbered by the Declaration, Borrower hereby grants, pledges and assigns to Lender all of Borrower's rights, easements, powers and privileges as the Declarant under the Declaration, including, but not limited to, all easements, rights and privileges now existing or hereafter created in connection with the property as provided under the Declaration as security for the indebtedness secured by the Mortgage. Lender does not assume any obligations of the Declarant or related to the Declaration; however, upon a foreclosure of the Mortgage, or if Lender should obtain title to any of the property encumbered by the Mortgage by deed in lieu of foreclosure or possession thereof without foreclosure, then Lender may at its option and in its sole discretion become the Declarant under the Declaration thereby succeeding to all rights, powers, privileges, easements and interest of the Borrower as Declarant under the Declaration, or Lender may designate its subsidiary,

OFFICIAL RECORDS

CONSENTED TO:

June Vergara
Witness

Fred B. Bullard, Jr. (SEAL)
FRED B. BULLARD, JR., GUARANTOR

Max Long
Witness

STATE OF FLORIDA

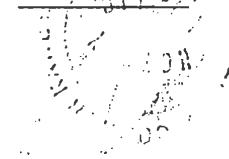
COUNTY OF DUNN

The foregoing instrument was acknowledged before me this 18th day of October, 1989, by Max Long of QUEEN'S HARBOUR YACHT & COUNTRY CLUB, INC., a Florida corporation, on behalf of the corporation, acting for and as the sole general partner on behalf of QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida limited partnership.

[Signature]
Notary Public

State of: FLORIDA
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: May 3, 1991

(NOTARIAL SEAL)



STATE OF NEW YORK

COUNTY OF MONROE

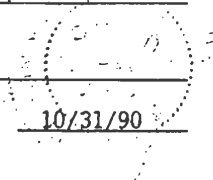
The foregoing instrument was acknowledged before me this 27th day of November ~~October~~ 1989, by Donald J. Eich Sr. Vice President of ROCHESTER COMMUNITY SAVINGS BANK, a New York banking corporation, on behalf of the corporation.

Monica J. Wilson
Notary Public

State of: New York
My Commission Expires: 10/31/90

(NOTARIAL SEAL)

MONICA T. WILSON
NOTARY PUBLIC, State of N.Y., Monroe Co.
My Commission Expires 10-31-1990



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affiliate or nominee as Declarant under the Declaration. If entitled to become or designate the Declarant, Lender shall be entitled to unilaterally record a document in the Duval County public records to evidence Lender's election and designate the Declarant.

3. Neither Borrower nor the Association referred to in the Declaration shall take any action or grant any easement or consent, or convey any property under any of the following sections or subsections of the Declaration without the written consent of Lender and any attempt at exercising such rights, consents or creating easements as provided in the following sections without Lender's written consent shall be void. The following sections of the Declaration are restricted by this provision: Section 2.1(b), (c), (e) and (f); the last unnumbered paragraph in Section 2.3; Section 8.1; Section 8.2; Section 8.6; Section 10.1; and Section 16.4.

4. After a default or event of default occurs, under the Mortgage or any Loan Document, then Lender may, at its option, appoint a majority of the board of directors of the Association and a majority of the members of the Architectural Review Board as provided in the Declaration.

5. For the purposes of the Declaration, Lender and its successors and assigns shall be deemed a "Mortgagee" as defined in Section 1.16 of the Declaration so long as Lender or its successors and assigns has a mortgage lien on any part of the property encumbered by the Declaration. Further, the lien for assessments as provided for in the Declaration shall be subordinate to the Mortgage.

6. This Consent and Agreement shall be deemed to be a supplement to the Declaration and the provisions of this Consent shall apply notwithstanding any contrary provisions, either expressly stated or implied, in the Declaration.

7. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this instrument from the date above written.

Signed, sealed and delivered in the presence of:

QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida limited partnership

[Signature]
Witness

By: Queen's Harbour Yacht & Country Club, Inc., a Florida corporation, its sole general partner

[Signature]
Witness

By: [Signature]

Title: Vice President

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

ROCHESTER COMMUNITY SAVINGS BANK, a New York banking corporation

Witness

By: [Signature]
Vice President

(CORPORATE SEAL)

Witness

STATE OF Florida
COUNTY OF Duval

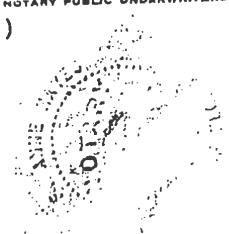
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I, J. Anne Hayes, a Notary Public of said County and State hereby acknowledge that FRED B. BULLARD, JR., Guarantor of the foregoing instrument, did appear before me this 19th day of October, 1989, and executed this Consent, Assignment and Agreement and acknowledged the same to be his free act and deed.

J. Anne Hayes
Notary Public

State of: Florida

My Commission ~~NOTARY PUBLIC, STATE OF FLORIDA.~~
~~MY COMMISSION EXPIRES JULY 6, 1991.~~
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~
(NOTARIAL SEAL)



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FILED AND RECORDED
IN PUBLIC RECORDS
OF THE STATE OF FLA
JAN 3 2 40 PM '90
CLERK OF CIRCUIT COURT
Francis J. Dool
ET AL. CLERK

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E. Declarant further desires to supplement the Declaration to annex the Added Property which has been added by this Amendment to the Additional Property such that the Added Property is made part of the Property which is encumbered by the Declaration.

F. Declarant further desires to provide an additional covenant and restriction which is consistent with the provisions of the Declaration to require that the portion of the Added Property which is defined as an eighteen (18) hole golf course shall continue in perpetual use as a golf course and be used for no other purpose until the earlier of: (i) 50 years or (ii) such time as fifty percent (50%) or less of that part of the Property, as defined in the Declaration, designated for residential use is no longer designated for residential use.

G. Declarant further desires to provide additional covenants and restrictions consistent with the provisions of the Declaration to further burden and encumber the Added Property with annual and special assessments and Lagoon Lot Special District Assessments payable to the Property Owner's Association as defined in the Declaration and provide for such other and further covenants and restrictions as contained herein.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the parties, the parties hereto agree as follows.

1. Amendment of Declaration to Expand the Definition of Additional Property. Section 1.1, titled "Additional Property" is hereby amended for the addition of the Added Property to the legal description set forth in Exhibit "B" to the Declaration such that the definition of Additional Property encompasses and includes the Added Property. Upon the completion of the construction of the Additional Amenities, including, but not limited to, the Clubhouse and the Cartbarn, by the Declarant, as the terms Additional Amenities, Clubhouse and Cartbarn are defined in that certain Contract of Sale dated November 4, 1993, executed by Declarant, Queen's Harbour Corporation and R. Jax Holding Corp., as amended by the First Amendment to Contract of Sale dated November 12, 1993, and the Second Amendment to Contract of Sale dated November 17, 1993 (hereinafter collectively referred to as the "Contract") and the conveyance of the Declarant of Additional Amenities and the Clubhouse Tract to the owner of the Added Property, the portion of the Clubhouse Tract conveyed to the owner of the Added Property shall be added to the description of the Added Property set forth herein provided, however, such addition shall not modify or increase any assessments or costs payable by the owner of the Added Property in accordance with the provisions of Section 4.13 of the Declaration. The obligation of Declarant to construct and convey the Additional Amenities, including, but not limited to the Clubhouse and the Cartbarn, in accordance with the Terms of the Contract, to the owner of the Added Property is binding upon Declarant and all successors to Declarant and shall inure to the benefit of the owner of the Added Property and its successors and assigns.

2. Supplement to Declaration for Annexation of Property hereby supplements the Declaration to annex the Added Property which has been made part of the Additional Property by the foregoing amendment pursuant to the provisions of Section 8.3 of the Declaration and the same is thereby made part of the Property encumbered by the Declaration.

3. Amendment of Declaration for Restriction of Use of Club Facilities. Declarant hereby amends the Declaration to provide that the Club Facilities will continue in perpetual use as a golf and country club and can be used for no other purpose until the earlier of: (I) 50 years or (II) such time as fifty percent (50%) or less of that part of the Property, as defined in the Declaration, designated for residential use is no longer designated for residential use.

4. Amendment of Declaration to Subject the Added Property to Property Owners' Association Assessments. Article IV of the Declaration, titled "Covenant for Maintenance Assessments," is hereby amended to add the following as a new section:

"Section 4.13 Added Property Subject to Assessments. The owner of the Added Property shall pay to the Property Owners Association that portion of the annual and special assessments, as required by the Declaration, specifically applicable to the costs for road operation, maintenance, and repair throughout the Property; entrance area operation, maintenance, and repair; and the provision of security services throughout the Property, on a basis equivalent to the ownership of twenty (20) lots subject to the limitations hereinafter set forth. The annual and special assessments payable for 1993 shall be calculated on the basis of the 1994 annual assessments estimated to be \$100.00 per lot per month (\$1,200.00 per lot per year). For future years, increases will be based solely on the actual amount of any increases in the costs specifically attributable to road and entrance area operation, maintenance, and repair and the provision of security services. 1994 is a "base" year and future annual and special assessments against the Added Property will be increased solely in the amount of any actual increases in costs in excess of such costs for the 1994 calendar year specifically attributable to road operation, maintenance and repair throughout the Property; entrance area operation, maintenance, and repair; and the provision of security services through-

out the Property. The charges payable by the owner of the Added Property set forth herein are the only charges or assessments of any nature whatsoever that can or will ever be charged or assessed against the owner of the Added Property by the Property Owners Association. The owner of the Added Property shall have the unilateral right at any time and for a period of three (3) years following any payment under this Section, upon reasonable notice, to review, audit and make copies of all books, records, invoices, financial records and other documents in the care, possession, custody or control of the Property Owners Association, any agent of the Property Owners Association, or party in privity with the Property Owners Association, related to the costs specifically attributable to road operation, maintenance and repair and the provisions of services throughout the Property. In the event that any such audit reveals that the owner of the Added Property paid in excess of what should have been paid in accordance with the provisions of this Section (the "Excess Payment"), the owner shall be entitled to a credit against the next assessments by the owner of the Added Property in such amount of such Excess Payment. In the event that the Property Owners Association does not agree with the results of any audit by the owner of the Added Property and the parties are not able to settle any such dispute then the dispute shall be determined by a major accounting firm mutually acceptable to the owner of the Added Property and the Property Owners Association. The Property Owners Association and the owner of the Added shall each pay one-half (1/2) of the charges of the major accounting firm. No amendment to the provisions of this Section 4.13 and no amendment in derogation hereof to any provisions of the Declaration may be made without the express written approval of the owner of the Added Property.

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5. Additional Amendments of Declaration Regarding the Added Property.

(a) Public Use of Golf Course. The Declaration is hereby amended to provide that the owner of the Added Property may at any time in the future allow public use of the golf course in the sole discretion of the owner of the Added Property.

(b) Voting Rights for Owners of Added Property. The Declaration is hereby amended to provide that the owner of the Added Property shall have full membership in and be entitled to twenty (20) votes in the Property Owners Association due to its ownership of the Club Facilities.

6. Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant hereby sets its hand and seal as of the date first above written.

Signed, sealed and delivered in the presence of:

QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida limited partnership

BY: QUEEN'S HARBOUR YACHT & COUNTRY CLUB, INC., a Florida corporation, its sole general partner

[Signature]
(Legibly print name of witness on this line)

By: [Signature]
(Signature of officer on this line)

Suzanna S. Shea
(Legibly print name of witness on this line)

J. Thomas Pearson Jr.
(Legibly print name of officer on this line)

[Signature]
(Signature of witness on this line)

Its _____ President
(Legibly print title of officer on this line)

James N. Council
(Legibly print name of witness on this line)

(CORPORATE SEAL)

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STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27th day of November, 1993, by J. Thomas DeLeon, Jr. as _____ President of QUEEN'S HARBOUR YACHT & COUNTRY CLUB, INC., a Florida corporation, on behalf of the corporation as general partner of QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida general partnership, on behalf of the partnership. He She is personally known to me or has produced Fl. Driver's License #D325-478-47-14-0 as identification.

My Commission Expires:

[Signature]
Notary Public (SEAL)

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires April 18, 1994

Susanna S. Shea
(Print Name of Notary Public on 6.1b Back)

FAIRWAYS 1, 3, 6, 7, 8 and 9

A portion of Tract "C", together with all of Tracts "J", "K", "T", "U" and "SS", as shown on the plat of Queen's Harbour Yacht and Country Club Unit One, as recorded in Plat Book 43, Pages 100-100Q (inclusive) of the Current Public Records of Duval County, Florida, and being more particularly described as follows: BEGIN at the Southeast corner of Lot 270 of said Queen's Harbour Yacht and Country Club Unit One, said point being situate in the Westerly right of way line of Queen's Harbor Boulevard (a 100 foot right of way as now established); thence South $03^{\circ}31'17''$ West, along last said line, 160.00 feet to the Point of Curvature of a curve concave Easterly and having a radius of 850.00 feet; thence along and around the arc of said curve and continuing along said Westerly right of way line, 596.25 feet; said arc being subtended by a chord bearing and distance of South $16^{\circ}36'28''$ East, 384.10 feet to the Point of Tangency of said curve; thence South $36^{\circ}40'09''$ East and continuing along last said line, 143.18 feet to the Point of Curvature of a curve concave Westerly and having a radius of 650.00 feet; thence along and around the arc of said curve and continuing along last said line, 830.67 feet; said arc being subtended by a chord bearing and distance of South $13^{\circ}17'22''$ East, 813.87 feet to the Point of Tangency of said curve; thence South $10^{\circ}03'25''$ West and continuing along last said line, 143.88 feet to the Point of Curvature of a curve concave Easterly and having a radius of 800.00 feet; thence along and around the arc of said curve, 341.12 feet; said arc being subtended by a chord bearing and distance of South $07^{\circ}07'31''$ East, 338.34 feet to a Point of Reverse Curvature of a curve concave Westerly and having a radius of 1811.90 feet; thence along and around the arc of said curve and continuing along last said line, 65.00 feet; said arc being subtended by a chord bearing and distance of South $13^{\circ}18'47''$ East, 65.00 feet to the Northeast corner of Lot 271 of said plat; thence South $63^{\circ}10'36''$ West, along the Northerly line of said Lot 271, a distance of 115.25 feet to the Northwest corner thereof; thence South $02^{\circ}32'59''$ West, along the Westerly line of said Lot 271 and along the Westerly line of Lot 272, 273 and 274 of said plat, a distance of 480.00 feet to a point situate in the Northerly right of way line of Princess Kelly Drive (a 60 foot right of way as now established); thence North $78^{\circ}11'53''$ West, along last said line, 147.65 feet to a Point of Curvature of a curve concave Southerly and having a radius of 250.00 feet; thence along and around the arc of said curve and continuing along last said line, 60.79 feet; said arc being subtended by a chord bearing and distance of North $87^{\circ}27'19''$ West, 60.44 feet to the Southeast corner of Lot 275 of said plat; thence North $20^{\circ}39'06''$ West, along the Easterly line of said Lot 275, a distance of 48.62 feet; thence North $00^{\circ}26'34''$ West, along last said line and along the Easterly line of Lots 276, 277, 278 and 279 of said plat, a distance of 595.78 feet to the Northeast corner of said Lot 279; thence North $86^{\circ}43'37''$ West, along the Northerly line of said Lot 279 and along the Northerly line of Lot 280 of said plat, a distance of 300.68 feet to the Northwest corner of said Lot 280; thence South $03^{\circ}23'45''$ West, along the Westerly line of said Lot 280 and along the Westerly line of Lot 281 of said plat, a distance of 297.88 feet to the Southwest corner of said Lot 281;

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thence South $00^{\circ}26'34''$ East, along the Westerly line of Lots 282, 283 and 284 of said plat, a distance of 345.00 feet to the Southwest corner of said Lot 284; thence South $05^{\circ}35'11''$ East, along the Westerly line of Lot 285 of said plat, a distance of 113.46 feet to the Southwest corner thereof; thence South $22^{\circ}12'33''$ West, along the Westerly line of Lots 286, 287, 288 and 289 of said plat, a distance of 419.04 feet to the Southwest corner of said Lot 289; thence South $29^{\circ}39'03''$ West, along the Westerly line of Lot 290 of said plat, a distance of 71.74 feet to the Northeasterly corner of Lot 291 of said plat; thence North $89^{\circ}01'47''$ West, along the Northerly line of said Lot 291 and along the Northerly line of Lot 292 of said plat, a distance of 136.63 feet to the Northwest corner of said Lot 292; thence South $15^{\circ}19'18''$ West, along the Westerly line of said Lot 292, a distance of 150.00 feet to a point situate in the aforementioned Northerly right of way line of Princess Kelly Drive, said right of way line being a curve concave Northeasterly and having a radius of 220.00 feet; thence Northwesterly along and around the arc of said curve and along said Northerly right of way line, 86.33 feet; said arc being subtended by a chord bearing and distance of North $42^{\circ}47'49''$ West, 85.78 feet to a point hereinafter referred to as Reference Point "A"; thence South $38^{\circ}28'40''$ West, along the Westerly termination of said Princess Kelly Drive, a distance of 60.00 feet to a point situate in the Southerly right of way line of said Princess Kelly Drive, said right of way line being a curve concave Northwesterly and having a radius of 280.00 feet; thence Southeasterly along and around the arc of said curve and along said Southerly right of way line, 198.32 feet; said arc being subtended by a chord bearing and distance of South $47^{\circ}47'11''$ East, 156.22 feet to the Northwesterly corner of Lot 293 of said plat; thence South $19^{\circ}39'38''$ West, along the Westerly line of said Lot 293, a distance of 142.39 feet to the Southwesterly corner thereof; thence South $35^{\circ}10'43''$ West, along the Westerly line of Lot 332 of said plat, a distance of 96.36 feet to the Northwesterly corner of Lot 333 of said plat; thence South $09^{\circ}44'58''$ West, along the Westerly line of said Lot 333, a distance of 161.39 feet; thence South $19^{\circ}38'59''$ West, along last said line and along the Westerly line of Lot 340 of said plat, a distance of 243.04 feet; thence South $26^{\circ}33'54''$ West, along last said line and along the Westerly line of Lot 341 of said plat, a distance of 183.36 feet; thence South $21^{\circ}40'29''$ East, along last said line and along the Westerly line of Lot 342 of said plat, a distance of 167.87 feet; thence South $64^{\circ}02'27''$ East, along the Southerly line of said Lot 342, a distance of 84.33 feet to the Southwest corner of Lot 343 of said plat; thence South $81^{\circ}33'25''$ East, along the Southerly line of said Lot 343 and along the Southerly line of Lot 344 and 345 of said plat, a distance of 373.21 feet to a point situate in the Westerly right of way line of Sandringham Drive (a 60 foot right of way as now established); thence South $01^{\circ}33'25''$ West, along last said line, 5.96 feet to the Point of Curvature of a curve concave Westerly and having a radius of 330.05 feet; thence along and around the arc of said curve, 108.43 feet; said arc being subtended by a chord bearing and distance of South $11^{\circ}18'07''$ West, 107.95 feet to a Point of Reverse Curvature of a curve concave

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Easterly and having a radius of 356.37 feet; thence along and around the arc of said curve and continuing along last said line, 78.87 feet; said arc being subtended by a chord bearing and distance of South 14°22'39" West, 78.71 feet to the Northeasterly corner of Lot 346 of said plat; thence South 87°58'14" West, along the Northerly line of said Lot 346 and along the Northerly line of said Lots 347 and 348 of said plat, a distance of 286.43 feet; thence South 79°20'39" West, along the Northerly line of said Lot 348 and along the Northerly line of Lot 349 of said plat, a distance of 286.47 feet to the Northwest corner of said Lot 349; thence South 22°44'20" East, along the Westerly line of said Lot 349, a distance of 206.43 feet to a point situate in the Northerly right of way line of aforementioned Queens Harbor Boulevard, said right of way line being a curve concave Southerly and having a radius of 1050.00 feet; thence Westerly along and around the arc of said curve and along said Northerly right of way line, 23.02 feet; said arc being subtended by a chord bearing and distance of South 65°13'36" West, 23.02 feet to the Southeast corner of Lot 350 of said plat; thence North 22°44'20" West, along the Easterly line of said Lot 350, a distance of 214.67 feet to the Northeast corner thereof; thence South 43°22'40" West, along the Northerly line of said Lot 350 and along the Northerly line of Lot 351 of said plat, a distance of 278.07 feet to the most Northerly corner of Lot 352 of said plat; thence South 35°46'27" West, along the Northwesterly line of said Lot 352, a distance of 156.00 feet to the most Westerly corner of said Lot 352; thence South 44°38'24" East, along the Southwesterly line of said Lot 352, a distance of 113.00 feet to a point situate in the aforementioned curved Northerly right of way line of Queens Harbor Boulevard; thence Southwesterly along and around the arc of said curve, 44.98 feet; said arc being subtended by a chord bearing and distance of South 42°47'58" West, 44.97 feet to a point situate in the Southerly line of The John McQueen Grant, Section 37, Township 2 South, Range 28 East; thence South 84°38'28" West, along last said line, 103 feet, more or less, to a point situate in the approximate edge of an existing salt marsh, the same being the Westerly boundary of said Queen's Harbour Yacht and Country Club Unit One; thence Northerly along last said line and its meanderings thereof, 7263 feet, more or less, to a point which lies North 82°14'21" West, 406 feet, more or less, from the POINT OF BEGINNING; thence South 82°14'21" East, 404 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion being more particularly described as follows; Return to aforementioned Reference Point "A"; thence South 38°26'40" West, along the Westerly termination of aforementioned Princess Kelly Drive, 60.00 feet; thence North 31°33'20" West, 170 feet, more or less, to a point situate in the approximate edge of an existing salt marsh, the same being the Westerly boundary of said Queen's Harbour Yacht and Country Club Unit One; thence Northerly along last said line and its meanderings thereof, 148 feet, more or less, to a point which lies North 31°33'20" West, 292 feet, more or less, from said Reference Point "A"; thence South 31°33'20" East, 292 feet, more or less, to said Reference Point "A" and to close.

Containing 68.8 acres, more or less.

RAIRMAX NO. 2

Tract "I", together with a portion of Tract "D", as shown on the plat of Queen's Harbour Yacht and Country Club Unit One, as recorded in Plat Book 45, Pages 100-100Q (inclusive) of the Current Public Records of Duval County, Florida and being more particularly described as follows: BEGIN at the Northeast corner of Lot 302, of said Queen's Harbour Yacht and Country Club Unit One, said point being situate in the southerly right of way line of Princess Kelly Drive (a 60 foot right of way as now established); thence South $78^{\circ}11'53''$ East, along said southerly right of way line, 80.22 feet; thence South $11^{\circ}48'07''$ West, 80.00 feet; thence South $70^{\circ}11'53''$ East, 47.84 feet to a point situate in the Easterly line of said Tract "D"; thence South $14^{\circ}16'18''$ West, along last said line, 834.64 feet; thence South $02^{\circ}54'02''$ West and continuing along last said line, 276.38 feet; thence South $03^{\circ}11'10''$ East and continuing along last said line, 398.61 feet; thence South $09^{\circ}48'33''$ West and continuing along last said line, 217.17 feet; thence South $81^{\circ}54'06''$ West, along the southerly line of said Tract "D", a distance of 186.18 feet; thence South $07^{\circ}50'14''$ West and continuing along last said line, 309.99 feet to a point situate in the Easterly right of way line of Sandringham Drive (a 60 foot right of way as now established), said right of way line being a curve concave Easterly and having a radius of 280.07 feet; thence Northerly along and around the arc of said curve and along said Easterly right of way line, 25.84 feet; said arc being subtended by a chord bearing and distance of North $12^{\circ}35'03''$ East, 25.84 feet to the Southwest corner of Lot 323 of said Queen's Harbour Yacht and Country Club Unit One; thence North $07^{\circ}58'14''$ East, along the southerly line of said Lot 323, a distance of 150.00 feet to the Southeast corner thereof, said point being situate in the Westerly line of said Tract "D"; thence North $10^{\circ}20'56''$ East, along last said line, 104.91 feet; thence North $01^{\circ}01'06''$ East, along last said line and along the Westerly line of said Tract "I", a distance of 619.10 feet; thence North $31^{\circ}07'49''$ West along said Westerly line of Tract "I", a distance of 117.99 feet; thence North $60^{\circ}25'55''$ West and continuing along last said line, 100.00 feet; thence North $28^{\circ}05'22''$ West and continuing along last said line, 72.03 feet; thence North $70^{\circ}43'40''$ East and continuing along last said line, 151.49 feet; thence North $51^{\circ}50'43''$ East and continuing along last said line, 141.14 feet; thence North $22^{\circ}12'33''$ East and along said Westerly line of Tracts "D" and "I", a distance of 620.00 feet; thence North $04^{\circ}19'33''$ East and continuing along said Westerly line of Tract "D", a distance of 112.03 feet; thence North $20^{\circ}06'28''$ East and continuing along last said line, 129.92 feet to the POINT OF BEGINNING.

Containing 12.5667 acres, more or less.

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FAIRWAY NO. 1

Tracts "H" and "K", as shown on the plat of Queen's Harbour Yacht and Country Club Unit One, as recorded in Plat Book 48, Pages 100-100Q (inclusive) of the Current Public Records of Duval County, Florida, being more particularly described as follows: BEGIN at the Northeasterly corner of said Tract "D", said point also being the Northwesterly corner of Pablo Villas, as recorded in Plat Book 38, Pages 23 and 23A of said Current Public Records; thence South $00^{\circ}36'59''$ East, along the Westerly boundary of said Pablo Villas and along the Easterly boundary of said Queen's Harbour Yacht and Country Club Unit One, a distance of 260.00 feet; thence South $34^{\circ}29'34''$ West, along said Easterly boundary of Queen's Harbour Yacht and Country Club Unit One and along the Easterly line of said Tract "B", a distance of 733.24 feet; thence South $00^{\circ}03'40''$ East, along last said line and along the Easterly line of said Tract "H", a distance of 787.19 feet to the Southeast corner of said Tract "H"; thence South $72^{\circ}08'08''$ West along the Southerly line of said Tract "H" and along the Southerly boundary of said last mentioned plat, 320.20 feet to a point situate in the Easterly right of way line of Queens Harbor Boulevard (a 120 foot right of way), said right of way line being a curve concave Easterly and having a radius of 1374.39 feet; thence Northerly along and around the arc of said curve and along last said line, 388.81 feet, said arc being subtended by a chord bearing and distance of North $14^{\circ}09'32''$ West, 384.82 feet to the Point of Tangency of said curve; thence North $06^{\circ}44'32''$ West, along last said line, 337.90 feet to the Point of Curvature of a curve concave Easterly and having a radius of 840.00 feet; thence along and around the arc of said curve and continuing along last said line, 461.02 feet; said arc being subtended by a chord bearing and distance of North $17^{\circ}42'56''$ East, 447.15 feet to the Point of Tangency of said curve; thence North $42^{\circ}10'25''$ East, along the Southeasterly right of way line of said Queens Harbor Boulevard, 587.68 feet to an angle point in said right of way line; thence North $47^{\circ}49'36''$ West and continuing along last said line, 10.00 feet to a point situate in the Southeasterly right of way line of said Queens Harbor Boulevard (a 100 foot right of way as now established); thence North $42^{\circ}10'25''$ East, along last said line, 147.79 feet to the Point of Curvature of a curve concave Southeasterly and having a radius of 960.00 feet; thence along and around the arc of said curve and continuing along last said line, 124.41 feet; said arc being subtended by a chord bearing and distance of North $48^{\circ}55'31''$ East, 124.32 feet to a point situate in the Northerly line of said Tract "D", said point also being situate in the Northerly line of the Castro Y. Varro Grant, Section 38, Township 2 South, Range 28 East of said County; thence North $84^{\circ}00'26''$ East, along last said line, 38.13 feet to the POINT OF BEGINNING.

Containing 11.8410 acres, more or less.

The above described property being subject to Easements of Record.

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FAIRWAY NO. 2

A portion of Tract "A", together with all of Tracts "A1" and "O" as shown on the plat of Queens Harbor Yacht & Country Club Unit One as recorded in Plat Book 48, Pages 100 through 100Q (inclusive) of the Current Public Records of Duval County, Florida, and being more particularly described as follows: BEGIN at the Southeast corner of said Tract "A1", said point being situate in the Westerly right of way line of Queens Harbor Boulevard (a 120 foot right of way), said right of way line being a curve concave Westerly and having a radius of 940.00 feet; thence Southerly along and around the arc of said curve and along said Westerly right of way line, 170.53 feet to the Southeasterly corner of said Tract "O", said arc being subtended by a chord bearing and distance of South 13°34'47" East, 176.27 feet; thence North 06°05'40" West along the Southerly line of said Tract "O" and along the Southerly boundary of said last mentioned plat, 277.16 feet; thence North 00°26'55" West along the Westerly boundary of said last mentioned plat and along the Westerly line of said Tract "O", a distance of 41.00 feet; thence North 23°00'00" West and continuing along last said line, 76.00 feet; thence North 60°00'00" West and continuing along last said line, 103.00 feet; thence North 14°00'00" West and continuing along last said line, 89.00 feet; thence North 37°00'00" West and continuing along last said line, 90.00 feet; thence North 06°26'55" West and continuing along last said line, 83.00 feet; thence North 30°00'00" East and continuing along last said line, 89.00 feet; thence North 52°26'43" East along the Northerly line of said Tract "O", 75.87 feet; thence North 11°19'03" West, 174.36 feet; thence North 21°03'40" West, 87.73 feet; thence North 52°49'22" West, 83.37 feet; thence North 06°26'55" West, 190.14 feet to a point situate in the Westerly line of said Tract "A", said point also being situate in the Westerly boundary of said last mentioned plat; thence North 13°18'00" East along last said line, 525.00 feet; thence North 47°56'14" East, 356.23 feet to a point situate in the Southerly line of that certain 80 foot J.E.A. and utility easement as shown on said last mentioned plat; thence North 83°33'05" East along last said line, 68.83 feet; thence South 06°26'55" East, 70.25 feet; thence South 47°49'36" East, 96.36 feet to a point situate in the Northwesterly right of way line of said Queens Harbor Boulevard; thence South 42°10'25" West along last said line, 126.40 feet to a point of curvature of a curve concave Southeasterly and having a radius of 660.00 feet; thence along and around the arc of said curve and along said Northwesterly right of way line, 563.47 feet, said arc being subtended by a chord bearing and distance of South 17°42'56" West, 546.51 feet to the Point of Tangency of said curve; thence South 06°44'32" East along said Westerly right of way line, 337.80 feet to the point of curvature of a curve concave Easterly and having a radius of 1494.39 feet; thence along and around the arc of said curve and continuing along last said line, 414.06 feet, said arc being subtended by a chord bearing and distance of South 14°40'47" East, 412.74 feet to the Point of Tangency of said curve; thence South 22°37'03" East and continuing along last said line, 89.42 feet to the point of

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curvature of a curve concave Westerly and having a radius of 940.00 feet; thence along and around the arc of said curve and continuing along last said line, 60.01 feet, said arc being subtended by a chord bearing and distance of South 20°47'19" East, 60.00 feet to the POINT OF BEGINNING.

Containing 10.6772 acres, more or less.

FAIRWAYS 10 & 18

A portion of the John McQueen Grant, Section 37, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows: BEGIN at the Northeasterly corner of Tract "E", as shown on the plat of Queen's Harbour Yacht and Country Club Unit One, as recorded in Plat Book 45, Pages 100-100Q (inclusive) of the Current Public Records of said County; thence North 39o28'21" West, along the Northerly line of said Tract "E", a distance of 220.23 feet; thence North 50o64'22" West and continuing along last said line, 206.16 feet to the Southeasterly corner of Lot 263 of said Queen's Harbour Yacht and Country Club Unit One; thence North 01o50'59" East, along the Easterly line of said Lot 263 and along the Easterly line of Lots 264, 265 and 266 of said Queen's Harbour Yacht and Country Club Unit One and its Northerly prolongation thereof, 554.01 feet; thence North 15o19'26" West, 730.75 feet; thence North 06o56'54" East, 147.11 feet to a point hereinafter referred to as Reference Point "A"; thence North 89o51'52" East, 239.20 feet; thence South 39o10'43" East, 480.00 feet; thence South 10o40'59" East, 385.00 feet to a point situate in the Westerly line of Tract "Z", as shown on said plat of Queen's Harbour Yacht and Country Club Unit One; thence South 03o58'36" East, along last said line, 123.44 feet; thence South 30o57'50" West and continuing along last said line, 81.63 feet; thence South 46o39'51" East and continuing along last said line, 143.84 feet; thence South 00o58'31" East and continuing along last said line, 235.03 feet; thence South 21o43'04" West and continuing along last said line, 127.02 feet; thence South 50o50'40" West and continuing along last said line, 90.27 feet; thence South 68o50'19" West and continuing along last said line, 166.21 feet to the POINT OF BEGINNING.

Containing 17.3940 acres, more or less.

TOGETHER WITHFAIRWAY II

A portion of the John McQueen Grant, Section 37, Township 2 South, Range 38 East, Duval County, Florida, being more particularly described as follows: BEGIN at the Northeast corner of the Easterly termination of Queens Harbor Boulevard as shown on the plat of Queens Harbor Yacht & Country Club Unit Two as recorded in Plat Book 48, Pages 19 through 19C (inclusive) of the Current Public Records of said County; thence Northerly along the Easterly boundary of said last mentioned plat run the following twelve courses and distances: Course No. 1; thence Westerly along and around the arc of a curve concave Northerly and having a radius of 50.00 feet, an arc distance of 64.74 feet, said arc being subtended by a chord bearing and distance of North 76°09'50" West, 60.31 feet to the Point of Tangency of said curve; Course No. 2; thence North 39°04'21" West, 184.60 feet to the point of curvature of a curve concave Southwesterly and having a radius of 470.00 feet; Course No. 3; thence along and around the arc of said curve, 117.50 feet, said arc being subtended by a chord bearing and distance of North 48°14'21" West, 117.27 feet to the Point of Tangency of said curve; Course No. 4; North 83°24'21" West, 80.00 feet; Course No. 5; North 28°51'28" East, 41.56 feet; Course No. 6; North 40°53'01" West, 43.43 feet; Course No. 7; North 10°36'42" East, 80.00 feet; Course No. 8; North 38°34'13" West, 293.35 feet; Course No. 9; North 21°16'27" West, 62.31 feet; Course No. 10; North 08°50'33" West, 230.02 feet; Course No. 11; North 06°11'52" West, 285.52 feet; Course No. 12; North 09°53'09" East, 76.06 feet; thence North 82°49'30" West, 198.72 feet to a point hereinafter referred to as Reference Point "D"; thence South 10°15'59" East, 410.07 feet; thence South 19°40'57" East, 849.16 feet; thence South 02°34'14" East, 136.44 feet; thence South 05°00'14" East, 76.61 feet to the POINT OF BEGINNING.

Containing .7830 acres, more or less.

TOGETHER WITHFAIRWAYS 11 & 14

Thence return to aforementioned Reference Point "D"; thence North 74023'50" East, 218.06 feet to a point hereinafter referred to as Reference Point "K" for a POINT OF BEGINNING; thence North 31034'56" East, 762.41 feet; thence North 51016'10" East, 142.46 feet; thence North 44059'39" West, 177.56 feet; thence North 16050'34" East, 92.73 feet to a point hereinafter referred to as Reference Point "F"; thence North 18026'27" East, 528.75 feet to a point hereinafter referred to as Reference Point "G"; thence North 34019'15" East, 93.73 feet; thence North 57030'18" East, 90.03 feet; thence North 77026'25" East, 330.59 feet; thence North 79004'00" East, 802.92 feet to a point hereinafter referred to as Reference Point "H"; thence South 10036'00" West, 117.49 feet; thence South 33029'31" West, 479.13 feet; thence South 42'26'07" West, 82.03 feet; thence South 14'25'23" West, 208.18 feet; thence South 24'58'09" East, 75.80 feet; thence North 79006'08" East, 102.04 feet; thence South 63044'12" East, 107.43 feet; thence South 18057'04" East, 117.29 feet to a point hereinafter referred to as Reference Point "I"; thence South 32041'40" West, 359.03 feet; thence South 67010'22" West, 254.25 feet; thence South 58020'25" West, 274.07 feet; thence South 49049'51" West, 321.02 feet; thence South 40057'50" West, 450.19 feet; thence North 60054'22" West, 47.83 feet; thence North 21044'02" West, 101.44 feet to the POINT OF BEGINNING.

Containing 20.8209 acres, more or less.

TOGETHER WITHFAIRWAY 12

Thence return to aforementioned Reference Point "H"; thence South 78o51'39" East, 223.28 feet to a point hereinafter referred to as Reference Point "J" for a POINT OF BEGINNING; thence South 07o01'23" East, 360.08 feet to a point hereinafter referred to as Reference Point "K"; thence South 82o03'40" East, 80.80 feet to a point hereinafter referred to as Reference Point "L"; thence return to aforementioned Reference Point "J"; thence North 35o20'39" East, 142.26 feet; thence North 55o56'07" East, 149.89 feet; thence North 03o48'29" East, 78.14 feet; thence North 79o06'48" East, 86.29 feet; thence South 78o07'22" East, 120 feet, more or less, to the approximate edge of an existing salt marsh, the same being the Easterly boundary of said Section 37; thence Southerly along last said line and its meanderings thereof, 777 feet, more or less, to a point which lies North 37o00'03" East, 120 feet, more or less, from aforementioned Reference Point "L"; thence South 37o00'03" West, 120 feet, more or less, to aforementioned Reference Point "L" and to close.

Containing 2.6 acres, more or less.

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OFFICIAL RECORDS

TOGETHER WITH

FAIRWAY 16

Thence Return to aforementioned Reference Point "O"; thence South 84°02'03" West, 608.28 feet to the POINT OF BEGINNING; thence South 43°00'06" East, 139.83 feet to a point hereinafter referred to as Reference Point "M"; thence South 29°08'59" West, 166.84 feet; thence North 44°53'08" West, 238.69 feet; thence North 52°30'13" West, 144.26 feet; thence North 45°07'01" West, 266.91 feet; thence North 39°38'21" West, 140.86 feet to a point hereinafter referred to as Reference Point "N"; thence North 80°33'50" West, 105.00 feet; thence North 01°49'19" West, 171.25 feet; thence North 82°41'26" East, 540.00 feet; thence South 69°18'34" East, 110.00 feet; thence South 19°49'44" East, 218.68 feet; thence South 39°27'13" East, 49.91 feet; thence South 03°27'57" West, 74.92 feet; thence South 22°39'13" West, 101.16 feet; thence South 01°40'13" East, 73.89 feet; thence South 10°22'49" East, 88.99 feet to the POINT OF BEGINNING.

Containing 8.2411 acres, more or less.

RAILWAY NO. 16

A portion of the John McQueen Grant, Section 37, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Northwesterly corner of the Northerly termination of Harrington Park Drive (a 100 foot right of way as shown on the plat of Queens Harbour Yacht & Country Club Unit Two) as recorded in Plat Book 48, Pages 18 through 190 (inclusive) of the Current Public Records of Duval County, Florida; thence North 44°57'31" East, 444.50 feet to a point hereinafter referred to a Reference Point "PP" for a POINT OF BEGINNING; thence North 52°02'28" West, 288.85 feet; thence North 38°43'52" West, 407.29 feet; thence North 29°42'13" West, 343.72 feet; thence North 38°07'29" West, 127.91 feet; thence North 40°46'18" East, 87.94 feet; thence South 56°20'05" East, 119.01 feet; thence South 50°43'14" East, 335.55 feet to a point hereinafter referred to a Reference Point "O"; thence South 53°22'28" East, 308.88 feet; thence South 48°17'49" East, 496.83 feet; thence South 34°38'30" East, 114.81 feet; thence South 31°12'12" West, 173.04 feet; thence South 53°53'50" West, 78.55 feet; thence North 57°30'57" West, 213.20 feet to the POINT OF BEGINNING.

Containing 7.6196 acres, more or less.

TOGETHER WITHFAIRWAY 17

A portion of the John McQueen Grant, Section 37, Township 2 South, Range 28 East, Duval County, Florida, being more particularly as follows: BEGIN at the Southwest corner of Lot 305 as shown on the plat of Queens Harbour Yacht & Country Club Unit Two as recorded in Plat Book 48, Pages 19 through 19C (inclusive) of the Current Public Records, said point being situate in the Westerly boundary of said last mentioned plat; thence South 87°17'21" East along said Westerly boundary, 65.85 feet; thence South 67°45'45" East and continuing along last said line, 84.79 feet; thence South 43°31'22" East, 54.19 feet; thence South 02°06'55" East, 94.69 feet; thence South 86°47'11" East, 253.28 feet; thence South 70°02'20" East, 116.01 feet to a point situate in the aforementioned Westerly boundary of said last mentioned plat; thence Southerly along and around the arc of a curve concave Southwesterly and having a radius of 370.00 feet and along said Westerly boundary of said last mentioned plat, 92.56 feet, said arc being subtended by a chord bearing and distance of South 46°14'21" East, 92.32 feet to the Point of Tangency of said curve; thence South 39°04'21" East, and continuing along last said line, 107.35 feet to the point of curvature of a curve concave Westerly and having a radius of 50.00 feet; thence along and around the arc of said curve and continuing along last said line, 63.37 feet, said arc being subtended by a chord bearing and distance of South 02°46'01" East, 69.21 feet to a Point of Reverse Curvature of a curve concave Southeasterly and having a radius of 300.00 feet; thence along and around the arc of said curve and continuing along last said line, 52.71 feet, said arc being subtended by a chord bearing and distance of South 28°30'19" West, 52.64 feet; thence South 73°12'23" West, 64.05 feet; thence North 52°49'47" West, 75.95 feet; thence South 82°27'09" West, 154.52 feet; thence North 59°02'02" West, 245.35 feet; thence North 45°45'42" West, 185.36 feet; thence North 26°56'00" West, 212.24 feet; thence North 66°14'11" West, 154.20 feet; thence North 70°12'58" West, 58.27 feet; thence North 46°30'22" West, 80.80 feet; thence North 18°44'53" West, 280.79 feet; thence North 10°09'26" East, 271.97 feet; thence North 01°06'56" West, 375.38 feet; thence North 85°56'00" East, 77.31 feet to its intersection with the Northerly prolongation of the Westerly boundary of said Queens Harbour Yacht & Country Club Unit Two; thence South 10°07'48" East along last said line and along the Westerly boundary of said last mentioned plat, 476.40 feet; thence South 15°44'28" East and continuing along last said line, 300.00 feet to the POINT OF BEGINNING.

Containing 10.0883 acres, more or less.

MAINTENANCE TRACT:

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A portion of the Castro Y. Ferro Grant, Section 38, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southwest corner of Tract "G", as shown on the plat of Queen's Harbour Yacht and Country Club Unit One, as recorded in Plat Book 45, Pages 100-100Q (inclusive) of the Current Public Records of said County; thence South 83°33'05" West, 110.00 feet to the POINT OF BEGINNING; thence continue South 83°33'05" West, 182.00 feet to a point situate in the Southerly prolongation of the Easterly boundary of Arbor Pointe Unit Three, as recorded in Plat Book 43, Pages 74 and 74A of the Current Public Records of said County; thence North 06°26'55" West, along last said line and the Easterly boundary of said Arbor Pointe Unit Three, a distance of 370.00 feet; thence North 83°33'05" East, 128.74 feet to a point situate in the Westerly line of said Tract "G", said point also being situate in the Westerly boundary of said Queens' Harbour Yacht and Country Club Unit One; thence South 06°26'05" East, along last said line, 19.31 feet; thence South 37°00'00" East, and continuing along last said line, 90.00 feet; thence South 14°00'00" East, 99.00 feet; thence South 60°00'00" East, and continuing along last said line, 103.00 feet; thence South 31°21'47" West, 144.11 feet to the POINT OF BEGINNING.

Containing 1.6474 acres, more or less.

ACCESS EASEMENT TO MAINTENANCE TRACT:

A portion of the Castro Y. Ferro Grant, Section 38, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southwest corner of Tract "G" as shown on the plat of Queen's Harbour Yacht & Country Club Unit One as recorded in Plat Book 45, Pages 100-100Q (inclusive) of the Current Public Records of said County; thence South 83°33'05" West, 292.00 feet to the POINT OF BEGINNING; thence North 83°33'05" East, 63.05 feet; thence South 01°24'29" East, 35.54 feet; thence South 88°35'31" West, along the South line of that certain 30 foot J.E.A. and Utility Easement as recorded in Official Records Volume 6946, Page 376 of said Current Public Records, a distance of 20.00 feet; thence South 06°26'55" East, along the East line of that certain 20 foot utility easement as recorded in Official Records Volume 7131, Page 1622 of said Current Public Records, a distance of 378.15 feet to a point situate in the Northeasterly right-of-way line of Joeandy Road (a 80 foot right-of-way as now established), said right-of-way line being a curve concave Southwesterly and having a radius of 994.92 feet; thence Northwesterly along and around the arc of said curve and along said Northeasterly right-of-way line, 83.25 feet, said arc being subtended by a chord bearing and distance of North 20°21'13" West, 83.23 feet; thence North 06°26'55" West, along the West line of said 20 foot utility easement, a distance of 299.13 feet; thence South 88°35'31" West, 20.07 feet; thence North 06°26'55" West, 30.12 feet to the POINT OF BEGINNING.

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REC'D
[Signature]

CLERK OF PUBLIC RECORDS

93-0157769

CLERK OF PUBLIC RECORDS
DUVAL COUNTY FLA

THIRD AMENDMENT TO
QUEEN'S HARBOUR YACHT & COUNTRY CLUB

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
RE: CONSERVATION EASEMENT

THIS THIRD AMENDMENT is made this 20th day of May,
1994, by QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida
limited partnership, ("Declarant").

RECITALS

A. Declarant subjected certain land owned by it to the
Queen's Harbour Yacht & Country Club Declaration of Covenants,
Conditions, Restrictions and Easements recorded in Official Records
Volume 6811, page 650 as amended in First Amendment to Queen's
Harbour Yacht & Country Club Declaration of Covenants, Conditions,
Restrictions and Easements recorded in Official Records Volume
6973, page 2115 and Second Amendment to Queen's Harbour Yacht &
Country Club Declaration of Covenants, Conditions, Restriction and
Easements Re: Conservation Easement recorded in Official Records
Book 7320 page 1154, all as recorded in the current public records
of Duval County, Florida and as such have been supplemented from
time to time (collectively referred to herein as "Declaration").

13

B. Pursuant to the provisions of Section 16.4 of the
Declaration, for so long as the Declarant retains its Class B
Membership, the Declarant may amend the Declaration, provided that
such amendments conform to the general purposes and standards of
the covenants and restrictions.

C. At the time of recording this Amendment, Declarant is the
Class B Member of the Association and the St. Johns River Water
Management District has required certain amendments to the
Declaration to clarify certain obligations and restrictions upon
the Owners of Lots or any portion of the Property.

D. Pursuant to the terms of Section 10.6 of the Second
Amendment to the Declaration, the St. Johns River Water Management
District has consented to the amendment of the Declaration on the
terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises the Declarant
hereby declares as follows:

1. Section 10.6, which section was added to the Declaration
in the Second Amendment described above, is hereby amended in its
entirety as follows:

10.6 Conservation Easements. It is acknowledged that the
development of the Property must be in accordance with the
Permits issued by the St. Johns River Water Management
District ("SJRWMD"), including without limitation, Permit No.
4-031-0317M2 and 4-031-0317M13 and such other permits from
SJRWMD as may be required from time to time in order to
develop the Property, as such Property is subjected to this
Declaration.

In connection therewith, the Declarant hereby declares
that the land lying waterward of the wetland limit line as
delineated on the plans dated September 20, 1989 and the plans
dated August 13, 1993 and September 7, 1993 (which were
prepared by England, Thims and Miller, Inc.) and all of which
are on file with the SJRWMD ("Restricted Land") shall be held,
sold, transferred and occupied subject to the conditions
hereinafter set forth, unless Owner obtains a permit from
SJRWMD or the Department of Environmental Protection ("DEP")
for such activities.

a) There shall be no construction or placing of
buildings, roads, signs, billboards or other advertising,

PLEASE
RETURN TO:
LINDA CONIOR KANE
HOLLAND & KNIGHT
50 N. LAURA STREET
SUITE 3900
JACKSONVILLE, FLORIDA 32202

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utilities or structures above the ground in the Restricted Land.

b) No soil or other substance or material used as land fill, and no trash, waste, unsightly or offensive materials may be dumped or placed on the Restricted Land.

c) No trees, shrubs or other vegetation on the Restricted Land may be removed or destroyed.

d) There shall be no excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Restricted Land.

e) There shall be no surface use of the Restricted Land except for purposes that permit the land or water to remain predominantly their natural condition.

f) There shall be no activities within the Restricted Land which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish or wildlife habitat preservation.

g) There shall be no use made of the Restricted Land and no act shall be undertaken which is detrimental to the retention of land or water areas or which are detrimental to the preservation of structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

The foregoing conservation easement and restrictions are covenants running with the Restricted Land and are binding upon the Owners of the Restricted Land, their successors and assigns. A more specific depiction of the boundaries of the Restricted Land will be set forth on the plats of the lands constituting a part of the Restricted Land as such lands are subjected to the recording of a plat thereof.

In addition to the foregoing conservation easement, the Declarant has and may continue to restrict certain portions of the Property for the purposes of wetland creation or mitigation areas. The terms and conditions of such restrictions may be set forth in the plats of lands which are so restricted or may be reserved in separate conservation easements in favor of SJRWMD, DEP or other governmental agencies. All Owners should consult with such governmental agencies prior to taking any action in any such wetland creation areas, wetland mitigation areas or other lands which may be subject to the jurisdiction of such governmental agencies.

In addition to other enforcement rights under this Declaration, the restrictions and obligations set forth herein may be enforced by the SJRWMD and no amendments may be made to this section of the Declaration without the prior approval of SJRWMD.

2. Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned Declarant hereby sets its hand and seal as of the date first above written.

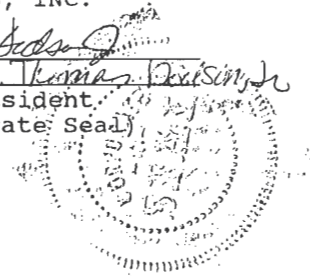
Witnesses:

Mary K Howat
Print Name GARY K HOWAT

Linda Connor Kane
Print Name Linda Connor Kane

QUEEN'S HARBOUR YACHT &
COUNTRY CLUB, LTD.
By: QUEEN'S HARBOUR YACHT &
COUNTRY CLUB, INC.

By: J. Thomas Devison, Jr.
Print Name J. Thomas Devison, Jr.
Its President
(Corporate Seal)



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of May, 1994, by J. Thomas Devison, Jr., President of Queen's Harbour Yacht & Country Club, Inc., a Florida corporation, general partner of Queen's Harbour Yacht & Country Club, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or who produced _____ as identification and who did not take an oath.

Linda Connor Kane
Signature of person taking
acknowledgment
Linda Connor Kane
Print Name
My Commission Expires: _____
Commission Number: _____



FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY, FLA
94-0078165

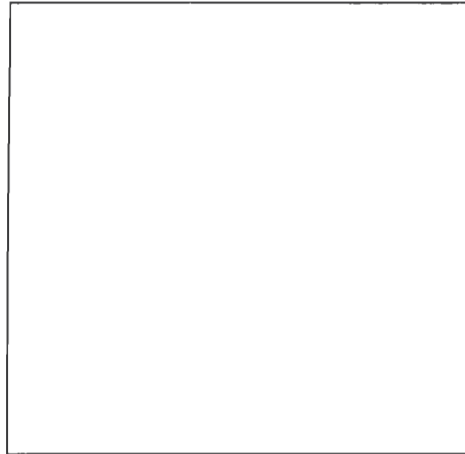
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RECORD VERIFIED
[Signature]
CLERK OF CIRCUIT COURT

July 25, 1994

VOL 7910 PG 1510

Prepared by and Return to
Linda Connor Kane
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

OFFICIAL RECORDS



**FOURTH AMENDMENT TO
QUEEN'S HARBOUR YACHT & COUNTRY CLUB
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

THIS FOURTH AMENDMENT is made this 25th day of July, 1994, by
QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida limited partnership
("Declarant").

RECITALS:

A. Declarant subjected certain land owned by it to the Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 6811, page 650; First Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 6973, page 2115; Second Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 7320, page 1154; and Third Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 7862, page 1337; as supplemented in that certain First Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 7631, page 1771, as amended in Amendment to Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Two) recorded in Official Records Book 7807, page 390, Supplemental Declaration to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Three) recorded in Official Records Volume 7539, page 1052 and Supplement to Queen's Harbour Yacht & Country Club Declaration of covenants, Conditions, Restrictions and Easements (Unit Four) recorded in Official Records Book 7807, page 770; all of the current public records of Duval County, Florida (jointly referred to herein as "Declaration").

B. Pursuant to the provisions of Section 16.4 of the Declaration, for so long as Declarant retains its Class B Membership, Declarant may amend the Declaration, provided that such amendments conform to the general purposes and standards of the covenants and restrictions.

C. At the time of recording this Amendment, Declarant is the Class B Member of the Association.

D. Declarant has determined to make certain amendments to the Declaration to clarify certain obligations and restrictions set forth therein.

NOW, THEREFORE, in consideration of the premises, Declarant declares as follows:

1. Section 1.14 is hereby amended in its entirety to read as follows:

"Section 1.14. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property; or a parcel of land consisting of parts of two platted lots or one platted lot together with a portion of a Lot or of the Additional Property, which are combined subject to the terms and conditions of Section 6.21; or a parcel of land contained within the Property or Additional Property which is conveyed by metes and bounds to an Owner."

2. Sections 6.21, 6.22, 6.23 and 6.24 are hereby added to Article 6 as follows:

"Section 6.21. Reconfigured Lots. An Owner may effect the combination of all or part of two Lots or all or part of a Lot and a portion of the Additional Property, so that the resulting parcel of land ("Reconfigured Lot") shall be deemed one "Lot" for the purposes of this Declaration, if and only if: (a) only one (1) Dwelling is constructed upon the Reconfigured Lot, (b) only one (1) boat owned by the Owner is stored in the Lagoon, (c) a supplemental declaration is recorded in the public records of Duval County, Florida, executed by the Owner, the Declarant (if it is the Class B Member), and the Association, setting forth the legal description of the Reconfigured Lot, and stating that for so long as the Reconfigured Lot is improved by only one single family Dwelling, such Reconfigured Lot shall be deemed to be one "Lot" under the terms and conditions of this Declaration, and accordingly obligated to pay only one Assessment and entitled to only one vote. Upon the construction of a second Dwelling on the Reconfigured Lot, or the conveyance or transfer of an interest in the Reconfigured Lot or a portion thereof to a third party, the Reconfigured Lot shall automatically be deemed to be two Lots, subject to two Assessments and entitled to two votes in Association matters."

"Section 6.22. Siting of Improvements; Setbacks. Since the establishment of standard, inflexible building setback lines for the location of structures tend to force construction of such buildings both directly behind and directly to the side of each other with detrimental effects on privacy, views, preservation or important trees, etc., no specific setback lines are established by this Declaration, except as or as may be required by the establishment of easements within the Property and shown on the plat of the Lot. In order to assure, however, that location of structures will be staggered where practical and appropriate so that the maximum amount of view and breeze will be available thereto, and that the structures will be located with regard to ecological constraints and topography, taking into consideration the elevations, the location of large trees, and similar considerations, the Architectural Review Board shall have the right to control absolutely, and solely to decide, the precise site and location of any building or other structure upon all properties within the Development. Provided, however, that such location shall be determined only after reasonable opportunity is afforded to the Owner to recommend a specific site and provided further, that in the

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event an agreed location is stipulated in writing by Declarant, the Architectural Review Board shall approve automatically such location. Anything contained herein to the contrary notwithstanding, in the event Declarant creates any setback lines elsewhere in this Declaration, on the recorded plat of the Lot, in any Supplemental Declaration, or in any other writing signed by Declarant, all buildings, structures, or other improvements on, within or with respect to any Lot or Dwelling Unit covered thereby shall be located only within the setback lines so specified. Provided however the Architectural Review Board shall be empowered to grant variances with respect to such setback lines if so permitted in any such provision of this Declaration, the recorded plat of the Lot, the Supplemental Declaration, or any other writing of Declarant. Provided further, that in the event of the establishment of a Reconfigured Lot, any side set back lines which are established from time to time shall apply only to the outermost side lines of the Reconfigured Lot.

The foregoing shall not be construed to guarantee to any Owner that its view rights will not be diminished or that said rights are absolute. Any Owner building a Dwelling Unit prior to the construction of the adjoining Dwelling Unit is given notice that the adjoining Dwelling Unit may limit existing views.

"Section 6.23. Square Footage Requirements. All one story Dwelling Units in Queen's Harbour Yacht & Country Club, Units One and Two, shall have a minimum of two thousand (2,000) square feet of Living Space, and all two story Dwelling Units in Queen's Harbour Yacht & Country Club, Units One and Two shall have a minimum of two thousand two hundred (2,200) square feet of Living Space. All Dwelling Units in Queen's Harbour Yacht & Country Club, Unit Three shall have a minimum of 2,600 square feet of living space for Lagoon Lots and 2,000 square feet of living space for all other Lots. All Dwelling Units in Queen's Harbour Yacht & Country Club, Unit Four shall have a minimum of 2,000 square feet of Living Space. Declarant reserves the right to modify, amend, or change the foregoing square footage requirement as it may apply to any Dwelling Unit to be constructed upon a Lot within the Additional Property, upon the filing of a Supplemental Declaration; provided, however, upon the failure of Declarant to make specific provision for a minimum square footage of Living Space in any such Supplemental Declaration, the foregoing restriction shall apply to any Dwelling Unit constructed upon a Lot within such Additional Property. When used herein, "Living Space" shall mean and refer to enclosed and covered areas within a Dwelling Unit, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyard, greenhouses, atriums, attics, and basements.

"Section 6.24. Building Height. No Dwelling Unit or other structure shall exceed the height limitation permitted under any applicable provision of the zoning restrictions, as they may be amended from time to time.

3. Paragraph (a) of Exhibit "C" is hereby amended in its entirety to read as follows:

"(a) Building Type. The square footage requirements of Dwelling Units is set forth in Section 6.23 of the Declaration."

4. Paragraph (b) of Exhibit "C" is hereby amended in its entirety to read as follows:

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"(b) Lot Siting. Siting and setback requirements are set forth in Section 6.22 of the Declaration."

5. Paragraph (c) of Exhibit "C" is hereby amended in its entirety to read as follows:

"(c) Height Limitations. Height limitations are set forth in Section 6.24 of the Declaration."

6. Paragraph (f) of Exhibit "C" is hereby amended in its entirety to read as follows:

"(f) Garages and Automobile Storage. In addition to the requirements stated in paragraph (a) above, all garages shall have a minimum width of twenty (20') feet and minimum length of twenty (20') feet as measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16') feet for a two car garage; or two (2) sixteen (16') foot doors for a four-car garage; or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8') feet in width, and a service door. All overhead doors shall be kept closed when not in use. No carports will be permitted unless approved by the ARB. No garage shall be converted to living space unless the facade of the enclosed garage is approved by the ARB. The use of side entry garages is encouraged wherever possible."

7. Notice is hereby given that the Architectural Review Criteria set forth in Exhibit C of the Declaration are subject to modifications from time to time and additional rules and regulations may be adopted in connection therewith. Prior to commencing construction of any Proposed Improvement an Owner should contact the officers of the Association for a complete description of all Architectural Planning Criteria, rules, regulations, specifications and requirements of the ARB as they exist at time of commencement of the Proposed Improvement. Clearing of a Lot for construction purposes is prohibited until the ARB has issued an ARB Building Permit.

8. Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant hereby sets its hand and seal as of the date first above written.

Witnesses:

Marybeth Bergstrom
Print Name: Marybeth BERGSTROM

Dan Kingsbury
Print Name: DAN KINGSBURY

QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida limited partnership, by its General Partner:
QUEEN'S HARBOUR YACHT & COUNTRY CLUB, INC., a Florida corporation

By: J. Thomas Dodson, Jr.
J. Thomas Dodson, Jr., President

[CORPORATE SEAL]

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STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 27th day of July, 1994, by J. Thomas Dodson, Jr., President of Queen's Harbour Yacht & Country Club, Inc., a Florida corporation, General Partner of Queen's Harbour Yacht & Country Club, Ltd., a Florida limited partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.



CHERYL D FRIEDMAN
My Commission CC380598
Expires Jun. 08, 1998
Bonded by HAI
800-422-1555

Cheryl D. Friedman
Notary Public, State of Florida
Name: Cheryl D. Friedman
Commission Number:
My commission expires:

94 - 0118808
FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

94 AUG - 8 AM 9:35
RECORDED
Henry [Signature]
CLERK OF CIRCUIT COURT

February 19, 1997

Prepared by and Return to
Linda Connor Kane
Holland & Knight
30 North Laura Street, Suite 3900
Jacksonville, Florida 32202

509
No 24.00

**FIFTH AMENDMENT TO
QUEEN'S HARBOUR YACHT & COUNTRY CLUB
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

Book 8569 Pg 2302

Bk: 8569
Pg: 2302 - 2306
Doc# 97055885
Filed & Recorded
03/17/97
03:47:16 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 24.00

THIS FIFTH AMENDMENT is made this 20 day of FEBRUARY, 1997, by **QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD.**, a Florida limited partnership ("Declarant").

RECITALS:

A. Declarant subjected certain land owned by it to the Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 6811, page 850; First Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 6973, page 2115; Second Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 7320, page 1154; Third Amendment and Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 7724, page 2282; and Third Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 7882, page 1337; and the Fourth Amendment to Queen's Harbour Yacht and Country Club Declarations of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 7810, page 570 as recorded in the public records of Duval County, Florida.

B. The Declaration has been supplemented to annex additional lands in accordance with that certain First Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 7631, page 1771, as amended in Amendment to Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Two) recorded in Official Records Book 7807, page 380, Supplemental Declaration to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Three) recorded in Official Records Volume 7539, page 1052; Supplement to Queen's Harbour Yacht

5

& Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Lots 119 and 119A) recorded in Official Records Volume 7865, page 1351; Supplement to Queen's Harbour Yacht & Country Club Declaration of covenants, Conditions, Restrictions and Easements (Unit Four) recorded in Official Records Book 7807, page 1770; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Five) recorded in Official Records Volume 7980, page 1545; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Six) recorded in Official Records Volume 8107, page 1271; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Seven) recorded in Official Records Volume 8072, page 202; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eight) recorded in Official Records Volume 8136, page 2113; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Nine) recorded in Official Records Volume 8151, page 1379; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Ten) recorded in Official Records Volume 8087, page 844; and Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Twelve) recorded in Official Records Volume 8296, page 1517, all of the current public records of Duval County, Florida (collectively referred to herein as "Supplements").

C. Pursuant to the Declaration and the Supplements Section 8.22 has set forth the siting requirements for improvements in the Lots in each platted unit.

D. Declarant has determined that the requirements as set forth in some of the Supplements contain certain scrivener's errors and inconsistencies with respect to the requirements under Section 8.22.

E. Pursuant to the provisions of Section 16.4(b), the Declarant, for so long as it retains its Class B Membership, has the right, without the consent or joinder of any Owner or Mortgagee to amend the Declaration for the purpose of curing any ambiguity or inconsistency in the terms of the Declaration.

F. At the time of recording this Amendment, Declarant retains its Class B Membership and desires to amend and restate Section 8.22 in its entirety to clarify the Lot siting requirements for Lots subject to this Declaration.

NOW, THEREFORE, in consideration of the premises, Declarant declares as follows:

1. Section 8.22 is hereby amended and restated in its entirety as follows and any and all references to Section 8.22 in the Declaration or in any of the Supplements are amended and restated as follows:

"Section 6.22. Siting of Improvements: Setbacks. Since the establishment of standard, inflexible building setback lines for the location of structures tend to force construction of such buildings both directly behind and directly to the side of each other with detrimental effects on privacy, views, preservation of important trees, etc., no specific setback lines are established by this Declaration, except as or as may be required by the establishment of easements within the Property and shown on the plat of the Lot. In order to assure, however, that location of structures will be staggered where practical and appropriate so that the maximum amount of view and breeze will be available thereto, and that the structures will be located with regard to ecological constraints and topography, taking into consideration the elevations, the location of large trees, and similar considerations, the Architectural Review Board shall have the right to control absolutely, and solely to decide, the precise site and location of any building or other structure upon all properties within the Development. Provided, however, that such location shall be determined only after reasonable opportunity is afforded to the Owner to recommend a specific site and provided further, that in the event an agreed location is stipulated in writing by Declarant, the Architectural Review Board shall approve automatically such location. Anything contained herein to the contrary notwithstanding, in the event Declarant creates any setback lines elsewhere in this Declaration, on the recorded plat of the Lot, in any Supplemental Declaration, or in any other writing signed by Declarant, all buildings, structures, or other improvements on, within or with respect to any Lot or Dwelling Unit covered thereby shall be located only within the setback lines so specified. Provided however the Architectural Review Board shall be empowered to grant variances with respect to such setback lines if so permitted in any such provision of this Declaration, the recorded plat of the Lot, the Supplemental Declaration, or any other writing of Declarant. Provided further, that in the event of the establishment of a Reconfigured Lot, any side set back lines which are established from time to time shall apply only to the outermost side lines of the Reconfigured Lot.

The foregoing shall not be construed to guarantee to any Owner that its view rights will not be diminished or that said rights are absolute. Any Owner building a Dwelling Unit prior to the construction of the adjoining Dwelling Unit is given notice that the adjoining Dwelling Unit may limit existing views. Subject to the foregoing, the set back lines for the Lots subject to Declaration shall be subject to the following restrictions:

SET BACK LINES			
	FRONT	REAR	SIDE
Unit One	25 feet	25 feet	10 feet
Unit Two	25 feet	25 feet	10 feet (See Note 1)
Unit Three	25 feet	25 feet	10 feet
Unit Four	20 feet	20 feet	7 1/2 feet
Unit Five	20 feet	20 feet	7 1/2 feet
Unit Six	20 feet	20 feet	7 1/2 feet
Unit Seven	25 feet	25 feet	10 feet
Unit Eight	20 feet	20 feet	5 feet
Unit Nine	25 feet	25 feet	10 feet
Unit Ten	10 feet	20 feet	(See Note 2)
Unit Eleven	25 feet	25 feet	10 feet
Unit Twelve	25 feet	25 feet	10 feet
Unit Thirteen	25 feet	25 feet	10 feet
Unit Fourteen	25 feet	25 feet	10 feet
Unit Fifteen	25 feet	25 feet	10 feet
Unit Sixteen	20 feet	20 feet	7 1/2 feet
Unit One Lot 119 and 119A	25 feet	25 feet	10 feet

Note 1 - With respect to Lots 353-388 of the Unit Two Land, the front and rear set back lines shall be 20 feet and the side set back lines shall be no less than 7 1/2 feet.

Note 2 - With respect to the Lots in Unit Ten, one side of the Dwelling shall be a minimum of 3 feet from the side set back line and there shall be a minimum of 10 feet between the exterior finished walls of the Dwelling Units.

Except as set forth in Note 2, all set back lines are measured from the exterior finish of the Dwelling Unit to the Lot line. The HVAC system and screening walls may encroach up to 3 1/2 feet into the side set back area.

2. Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant hereby sets its hand and seal as of the date first above written.

Witnesses:

Cheryl D. Friedman
Print Name: Cheryl D. Friedman

Jessie E. Floyd
Print Name: JESSIE E. FLOYD

QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida limited partnership, by its General Partner: QUEEN'S HARBOUR YACHT & COUNTRY CLUB, INC., a Florida corporation.

By: J. Thomas Dodson, Jr.
J. Thomas Dodson, Jr., President



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of February 1997, by J. Thomas Dodson, Jr., President of Queen's Harbour Yacht & Country Club, Inc., a Florida corporation, General Partner of Queen's Harbour Yacht & Country Club, Ltd., a Florida limited partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.



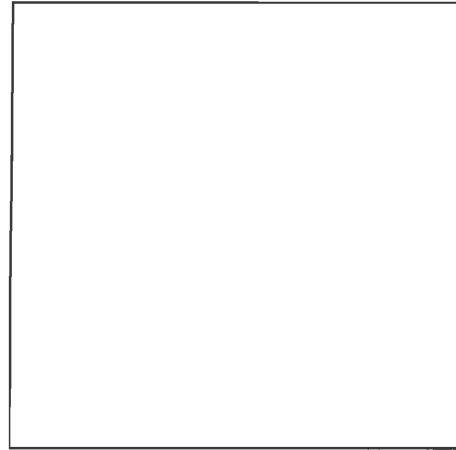
CHERYL D. FRIEDMAN
My Commission CC380598
Expires Jan. 08, 1998
Bonded by HAI
800-488-1088

Cheryl D. Friedman
Notary Public, State of Florida
Name: Cheryl D. Friedman
Commission Number: CC380598
My commission expires: 6/30/98

May 10, 1998

Prepared by and Return to
Linda Connor Kane
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**SIXTH AMENDMENT TO
QUEEN'S HARBOUR YACHT & COUNTRY CLUB
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**



THIS SIXTH AMENDMENT is made this 26th day of May, 1998, by **QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD.**, a Florida limited partnership ("Declarant").

RECITALS:

A. Declarant subjected certain land owned by it to the Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 6811, page 650; First Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 6973, page 2115; Second Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 7320, page 1154; Third Amendment and Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 7724, page 2292; and Third Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 7862, page 1337; and the Fourth Amendment to Queen's Harbour Yacht and Country Club Declarations of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 7910, page 570; and the Fifth Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 8569, page 2302, all in the public records of Duval County, Florida.

B. The Declaration has been supplemented to annex additional lands in accordance with that certain First Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 7631, page 1771, as amended in Amendment to Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Two) recorded in Official Records Book 7807, page 390, Supplemental Declaration to Queen's Harbour Yacht

& Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Three) recorded in Official Records Volume 7539, page 1052; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Lots 119 and 119A) recorded in Official Records Volume 7865, page 1351; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Four) recorded in Official Records Book 7807, page 1770; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Five) recorded in Official Records Volume 7980, page 1545; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Six) recorded in Official Records Volume 8107, page 1271; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Seven) recorded in Official Records Volume 8072, page 202; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eight) recorded in Official Records Volume 8136, page 2113; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Nine) recorded in Official Records Volume 8151, page 1379; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Ten) recorded in Official Records Volume 8067, page 844; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eleven) recorded in Official Records Book ____, page ____; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Twelve) recorded in Official Records Volume 8296, page 1517, Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Thirteen) recorded in Official Records Book 8728, page 1809; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Fourteen) recorded in Official Records Book 8534, page 342; Corrective Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Fifteen) recorded in Official Records Book 8669, page 901; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Sixteen) recorded in Official Records Book ____, page ____; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Seventeen) recorded in Official Records Book ____, page ____; Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eighteen) recorded in Official Records Book 8866, page 397; and Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements (Unit Nineteen) recorded in Official Records Book 8900, page 176, all of the current public records of Duval County, Florida (collectively referred to herein as "Supplements").

C. Pursuant to the provisions of Section 16.4(B), the Declarant, for so long as it retains its Class B Membership, has the right, without the consent or joinder of any Owner or Mortgagee to amend the Declaration provided that such amendments conform to the general standards of the Covenants contained in the Declaration.

D. At the time of recording this Amendment, Declarant retains its Class B Membership and desires to amend Article XI to add Section 11.7 to address certain requirements of the Army Corps of Engineers to assure compliance with all applicable permits.

NOW, THEREFORE, in consideration of the premises, Declarant declares as follows:

1. Article XI is hereby amended as follows and any and all references to Section 11.7 in the Declaration or in any of the Supplements are amended as follows:

"11.7 (1) Permits and Restrictions. THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 198700995 (IP-SS), ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND SEVERAL PERMITS ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD"). THE PERMITS ARE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST AN OWNER VIOLATING SUCH PERMITS.

PROVIDED HOWEVER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE FOREGOING PERMITS AS SUCH RELATES TO ITS LOT AND TO THE CONSERVATION AREAS.

EXCEPT AS REQUIRED OR PERMITTED BY THE AFOREMENTIONED PERMITS ISSUED BY THE ACOE AND SJRWMD, NO OWNER SHALL ALTER, FILL, DREDGE, PLACE SOD OR EXCAVATE, OR PERFORM SIMILAR ACTIVITIES ON ANY PORTION OF OWNER'S RESPECTIVE LOT, UNLESS AND UNTIL SUCH ACTIVITY IS AUTHORIZED BY OR EXEMPT FROM THE REQUIREMENTS OF THE ACOE AND SJRWMD.

IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFOR, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COSTS AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

"(2) Enforcement. Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect

to the ACOE Permit, must have prior written approval of the ACOE. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD."

2. Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant hereby sets its hand and seal as of the date first above written.

Witnesses:

Ceryl D. Friedman
Print Name: Ceryl D. Friedman

Kerry B. Fullford
Print Name: Kerry B. Fullford

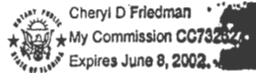
QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida limited partnership, by its General Partner:
QUEEN'S HARBOUR YACHT & COUNTRY CLUB, INC., a Florida corporation

By: *J. Thomas Dodson, Jr.*
J. Thomas Dodson, Jr., President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26th day of May, 1998, by J. Thomas Dodson, Jr., President of Queen's Harbour Yacht & Country Club, Inc., a Florida corporation, General Partner of Queen's Harbour Yacht & Country Club, Ltd., a Florida limited partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.



Cheryl D. Friedman
Notary Public, State of Florida
Name: Cheryl D. Friedman
Commission Number: CC732627
My commission expires: 6/8/02

Prepared by and Return to
Linda Connor Kane, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Doc# 2003168847
Book: 11114
Pages: 2201 - 2203
Filed & Recorded
05/28/2003 11:39:22 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 13.00
TRUST FUND \$ 2.00

**SEVENTH AMENDMENT TO
QUEEN'S HARBOUR YACHT & COUNTRY CLUB
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

THIS SEVENTH AMENDMENT is made this 19th day of May, 2003, by
QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida limited
partnership ("Declarant").

RECITALS:

A. Declarant subjected certain land owned by it to the Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 6811, page 650; First Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 6973, page 2115; Second Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 7320, page 1154; Third Amendment and Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 7724, page 2292; Third Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 7862, page 1337; the Fourth Amendment to Queen's Harbour Yacht and Country Club Declarations of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 7910, page 570; the Fifth Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 8569, page 2302, and the Sixth Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 8956, page 1453, as it has been supplemented from time to time, all in the public records of Duval County, Florida, collectively referred to herein as "Declaration".

B. Pursuant to the provisions of Section 16.4(b), the Declarant, for so long as it retains its Class B Membership, has the right, without the consent or joinder of any Owner or Mortgagee to amend the Declaration provided that such amendments conform to the general standards of the covenants contained in the Declaration.

C. At the time of recording this Amendment, Declarant retains its Class B Membership and desires to amend the Declaration for the purposes set forth herein.

3

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NOW, THEREFORE, in consideration of the premises, Declarant declares as follows:

1. Section 4.8 of the Declaration is hereby amended to add the following:

"In order to compensate the Association for the cost of collection of late Assessments, the Board of Directors may, from time to time, establish a late fee in connection with the late payment of any Assessments, which amount may be amended from time to time."

2. Section 6.1 is hereby amended in its entirety to read as follows:

"Subject to the provisions of Section 6.16 and 6.17, all Dwelling Units and any improvements on Lots shall be used for residential living units with related appurtenances and for no other purpose, and no business or commercial building or improvement may be erected on any lot or in any portion of the Property. No use of a Lot or Dwelling Unit shall be permitted which would require the issuance of an occupational license unless the Association shall first determine that such business use will be conducted wholly from within the Dwelling Unit, would not subject such Lot or Dwelling Unit to any pedestrian or vehicular traffic, other than as typically generated by residential use, and will not require any exterior signage. Any lease of a Dwelling Unit must be of the entire Dwelling Unit and must be for at least six (6) months. The leasing of a Dwelling Unit shall not relieve the Owner nor the tenant of the necessity of compliance with the Declaration, Articles and Bylaws."

3. Subsections (a) – (g) of Section 6.20 are hereby deleted in their entirety and the following provisions are hereby substituted therefor:

(a) The Association may levy reasonable fines in amounts and according to procedures adopted by the Board of Directors from time to time that are consistent with the requirements of Chapter 617, Florida Statutes.

(b) The requirements of this subsection do not apply to the imposition of fines upon any Owner or Owner's Permittees because of failure to pay assessments or other charges.

(c) These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset

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against any damages which the Association may otherwise be entitled to recover by law from such Owner."

4. Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant hereby sets its hand and seal as of the date first above written.

Witnesses:

[Signature]
Print Name: Linda Connor Kane

[Signature]
Print Name: Susan E. Kennedy
President

QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida limited partnership, by its General Partner: QUEEN'S HARBOUR YACHT & COUNTRY CLUB, INC., a Florida corporation

By: *[Signature]*
J. Thomas Dodson, Jr.,

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of Nov, 2003, by J. Thomas Dodson, Jr., President of Queen's Harbour Yacht & Country Club, Inc., a Florida corporation, General Partner of Queen's Harbour Yacht & Country Club, Ltd., a Florida limited partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida
Name: Linda Connor Kane
Commission Number:
My commission expires:

JAX1-289101
43282.1

JAX1 #692592 v1



Prepared by and Return to
Melissa S Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville Florida 32202

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JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 13.00
TRUST FUND \$ 2.00
REC ADDITIONAL \$ 12.00

**EIGHTH AMENDMENT TO
QUEEN'S HARBOUR YACHT & COUNTRY CLUB
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

THIS AMENDMENT is made effective this 10th day of October, 2003, by **QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD.**, a Florida limited partnership ("Declarant").

RECITALS:

A. Declarant subjected certain land owned by it to the Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 6811, page 650; First Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 6973, page 2115; Second Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 7320, page 1154; Third Amendment and Supplement to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 7724, page 2292; Third Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Volume 7862, page 1337; the Fourth Amendment to Queen's Harbour Yacht and Country Club Declarations of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 7910, page 570; the Fifth Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 8569, page 2302, and the Sixth Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 8956, page 1453, and the Seventh Amendment to Queen's Harbour Yacht & Country Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 11114, page 2201, as it has been supplemented from time to time, all in the public records of Duval County, Florida, collectively referred to herein as "Declaration".

B. Pursuant to the provisions of Section 16 4(b), the Declarant, for so long as it retains its Class B Membership, has the right, without the consent or joinder of any Owner or Mortgagee to amend the Declaration provided that such amendments conform to the general standards of the covenants contained in the Declaration.

C As of October 10th, 2003, Declarant retains its Class B Membership and desires to amend the Declaration for the purposes set forth herein prior to turning over control of the Association to the Class A Members (as defined in the Declaration).

NOW, THEREFORE, in consideration of the premises, Declarant declares as follows:

1 Section 4.1 of the Declaration is hereby amended to add the following:

"(d) Transfer Assessments In order to compensate the Association for the continuing costs of operations and capital improvement projects and to increase the reserve funds of the Association, the Board of Directors may, from time to time, establish the following assessments to be paid in connection with the transfer of property subject to the Declaration:

(i) Operating Contribution: an amount to be set from time to time by the Board of Directors due from a buyer upon closing of any lot or home which is subject to the Declaration to be paid to the Association to offset operating expenses. The amount of the Operating Contribution as of the date of this Amendment is equal to one quarter's assessment;

(ii) Capital Contribution: an amount to be set from time to time by the Board of Directors due from a buyer upon closing of any lot or home which is subject to the Declaration to be paid to the Association to offset the costs of any continuing or future capital improvement projects; and

(iii) Special Assessment Reserve Contribution: an amount to be set from time to time by the Board of Directors due from a buyer upon closing of any lot or home which is subject to the Declaration to be paid to the Association to increase the reserve accounts maintained by the Association."

2 The first sentence of the last paragraph of Section 4.1 of the Declaration is hereby amended and restated as follows:

"The Annual, Special, District and Transfer Assessments (sometimes jointly referred to herein as "Assessments") together with interest, costs, and reasonable attorney's fees, are a charge on the Lot or Dwelling Unit and shall be a continuing lien upon the Lot or Dwelling Unit against which each such Assessment is made."

3 Section 4.5 of the Declaration is hereby amended to add the following as the last sentence of the first paragraph:

"Transfer Assessments shall not be required to be applied uniformly and shall be set by the Board of Directors of the Association."

4 Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the undersigned Declarant hereby sets its hand and seal as of the date first above written

Witnesses:

Sandra L. Powell
Print Name: SANDRA L. Powell

Dianne V. Stanfield
Print Name: Dianne V. Stanfield

QUEEN'S HARBOUR YACHT & COUNTRY CLUB, LTD., a Florida limited partnership

By: QUEEN'S HARBOUR YACHT & COUNTRY CLUB, INC., a Florida corporation

By: J. Thomas Dodson, Jr.
J. Thomas Dodson, Jr., President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of June, 2005 by J. Thomas Dodson, Jr., President of Queen's Harbour Yacht & Country Club, Inc, a Florida corporation, General Partner of Queen's Harbour Yacht & Country Club, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me or has produced NA as identification

Dianne V. Stanfield
Notary Public, State of Florida
Name: _____
Commission Number: _____
My commission expires: _____

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