

PAPPAS & METCALF
3301 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

FINAL
TMJ/12-1-88

VOL 6522 P 2152

OFFICIAL RECORDS

**DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
JACKSONVILLE GOLF & COUNTRY CLUB
(SINGLE FAMILY LOTS)**

THIS DECLARATION, dated December 2, 1988, is made by ARVIDA/JMB PARTNERS, a Florida general partnership, the owner of fee simple title to all of the real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property" or "Subdivision"). Arvida/JMB Partners hereby declares that all of the Subdivision is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall run with the land and be binding upon the Developer and all parties having or acquiring any right, title, or interest in the Subdivision or any part thereof.

**ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION**

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

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

**ARTICLE II
DEFINITIONS**

Section 2.1 Association. The JGCC Property Owners Association, Inc., a Florida non-profit corporation, its successors and assigns.

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

Section 2.3 Club Jacksonville Golf & Country Club, Inc., a Florida corporation not-for-profit, its successors and assigns.

Section 2.4 Developer. Arvida/JMB Partners, a Florida general partnership, its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Arvida/JMB Partners as the Developer of the Property is not intended and shall not be construed to impose upon Arvida/JMB Partners any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots within the Property from Arvida/JMB Partners and develop and resell the same.

26

OFFICIAL RECORDS

Section 2.5 Subdivision of Property. All of the real property more particularly described on Exhibit A attached hereto and made a part hereof, together with any additional property hereafter made subject to this Declaration in accordance with the provisions of Section 3.1 less any property hereafter withdrawn from the scheme of development contemplated by this Declaration in accordance with the provisions of Section 3.1. Such additional property shall be considered included within the property subject to the terms of this Declaration only at such time as it may be added or withdrawn in accordance with Section 3.1 hereof.

Section 2.6 Jacksonville Golf & Country Club. All of the real property described in Planned Unit Development Ordinance No. 87-872-568 enacted by the City Council for the City of Jacksonville, Duval County, Florida, as the same may be amended from time to time, and other real property which may be administered by the Association from time to time.

Section 2.7 Lot. Any lot or other parcel, together with any improvements thereon, located within the Property upon which a residence has been or could be constructed.

Section 2.8 Owner. A person or entity which is a record owner of a Lot.

Section 2.9 Common Area. All real or personal property and all interests in real or personal property (including use rights) owned by the Association or Developer, whether or not located within the boundaries of the Property, held primarily for the common use and enjoyment of the Owners. The Common Area shall specifically include, without limitation, all roadways depicted on the plat of the Subdivision. In addition, the Common Area shall include without limitation, any signage or entry features with associated landscaping serving primarily the Subdivision, and any bulkheads adjoining any lakes within the Subdivision or which serve primarily, the Subdivision. The Common Area may also include any water or sewer utility lines or facilities which serve improvements within the Subdivision.

Section 2.10 Limited Common Area. The Limited Common Area of a Lot shall consist of the portions of the Property between the front Lot line and the nearest edge of the road surface (as it may exist from time to time), together with any portion of the Common Area contiguous to the Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot and which is designated by the Developer as Limited Common Area. Any question concerning the boundary of a Limited Common Area shall be determined by the Association.

Section 2.11 Assessment Covenants. The Declaration of Assessment Covenants for Jacksonville Golf & Country Club recorded under Clerk's number 88-128836 of the current public records of Duval County, Florida, as the same may be amended from time to time.

Section 2.12 Master Plan. The conceptual plan for the future development of the Jacksonville Golf & Country Club and adjacent properties maintained by the Developer from time to time. All references to the Master Plan shall be references to the latest revisions thereof.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION
AND ADDITIONS AND DELETIONS THERETO

Section 3.1 Additions or Withdrawal of Property. Additional lands may become subject to this Declaration, or

lands may be withdrawn from and relieved of covenants, restrictions, easements, charges and liens of this Declaration in the following manner:

3.1.1 Additions of Property. The Developer shall have the right, at any time and from time to time, to bring within the scheme of this Declaration the lands, or any portion thereof, constituting part of the Master Plan. Developer shall also have the right, at any time and from time to time, to bring within the scheme of this Declaration additional properties, provided that (i) any such additional property shall be adjacent or contiguous to Property already subjected to this Declaration (for purposes of this Declaration, property separated by public or private roads, lakes, golf courses or open landscaped areas shall be deemed contiguous), (ii) the addition of such property shall be reasonably consistent with the common scheme for development set forth in this Declaration and in the Master Plan, and (iii) such additional properties and the owner or owners thereof shall become, upon their addition to the Property, subject to assessments for Association expenses.

3.1.2 Withdrawal of Property. Developer shall have the right, at any time and from time to time, to withdraw from the scheme of this Declaration any property or properties owned by Developer, provided that (i) no property shall be withdrawn if the effect of such withdrawal would be to completely sever the lands remaining subject to this Declaration, it being the common scheme of this Declaration that no parcel of land subject to this Declaration shall ever be noncontiguous to at least one other parcel of land subject to this Declaration, and (ii) Developer shall consent in writing to such withdrawal.

3.1.3 Other Additions. The Members of the Association may also annex additional lands to the Property upon the affirmative vote of Members holding not less than two-thirds (2/3) of the votes of each class of membership of the Association, so long as there exists a Class B Member, and subsequently the affirmative vote of two-thirds (2/3) of the total votes of the Members of the Association at a regular meeting of the Association or at a special meeting duly called for such purpose, and upon obtaining any county or governmental approvals as may be required by law.

3.1.4 Supplementary Declaration. The addition of property to or withdrawal of property from this Declaration shall be made and evidenced by filing in the public records of Duval County, Florida, a supplementary declaration of covenants with respect to the property to be added or withdrawn. In addition, such supplementary declaration may contain such additions to or modifications of the provisions of this Declaration which may be applicable to the additional property and as may be necessary or desirable to reflect the different character, if any, of the additional property that is subject to the supplementary declaration. Such supplementary declaration shall become effective upon being recorded in the public records of Duval County, Florida. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association, or the Owners or mortgagees of the Property, or any portion thereof, or any other party.

3.1.5 Additional Declarations Developer reserves the right, as the Property is developed and offered for sale, to subject portions thereof to additional specific covenants and restrictions which apply only to each portion as defined and described in each such set of additional covenants and restrictions. Such additional covenants may also provide for additional homeowners associations having administrative responsibility and control over certain portions of the

OFFICIAL RECORDS

Property. All such additional covenants and restrictions shall be reasonably consistent with the common scheme of development set forth in this Declaration and in the Master Plan.

ARTICLE IV
PROPERTY RIGHTS

Section 4.1 Ownership, Maintenance, and Use of Common Area. The Association shall at all times be responsible for maintaining the Common Area which shall remain the property of the Developer until such time as it shall be conveyed to the Association. When the Developer no longer owns any Lots within the lands described by the Master Plan or, at the Developer's option, at any earlier time, the Common Area shall be conveyed to the Association subject to any taxes for the year of conveyance, restrictions, conditions, limitations, exclusive and/or non-exclusive easements of record for drainage, utilities and cable television and radio service and perpetual non-exclusive easements for ingress and egress granted to the Developer, its successors, assigns, contractors, and designees, and members of the Association and others, and the Association shall accept such conveyance. Every member of the Association shall have a non-exclusive right of use and an easement of enjoyment in and to the Common Area which shall be appurtenant to, and pass with, the title to every Lot, subject to the following:

4.1.1 The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure.

4.1.2 The right of the Developer or the Association to grant easements and rights of way as either may deem appropriate for the proper development and maintenance of the Property, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance, drainage, conservation, utilities and cable television and radio service over all roadways and the Property.

4.1.3 All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and Bylaws of the Association.

4.1.4 Rules and regulations governing use and enjoyment of the Common Area adopted by the Association. Easements and restrictions of record affecting any part of the Common Area.

4.1.5 The Owner of each Lot may construct a driveway from his Lot to the nearest edge of pavement of a Roadway (as defined in Section 11.1 of this Declaration) across the Limited Common Area of his Lot after obtaining architectural approval of the location, design and composition of the driveway. These driveways are hereby designated for the exclusive use of the Owners of the Lots served, their guests, invitees and authorized delivery persons.

4.1.6 The exclusive use rights of individual Lot Owners as provided in Section 6.4.

ARTICLE V
THE ASSOCIATION

Section 5.1 Membership. Each Owner including the Developer (at all times so long as it owns any part of the Property subject to this Declaration) shall be a member of the Association, provided that any such person or entity who holds

OFFICIAL RECORDS:

such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 5.2 Classes and Voting. The Association shall have such classes of membership as are set forth in the Articles of Incorporation of the Association.

ARTICLE VI
ASSESSMENT FOR EXTERIOR MAINTENANCE
AND USE AND MAINTENANCE OF LIMITED COMMON AREAS

Section 6.1 Exterior Maintenance. The Association may provide maintenance upon any residence or other improvements located upon any Lot, or upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood. Such maintenance shall include but not be limited to paint, repair, roof repair and replacement, gutter, downspouts, exterior building surfaces, and yard cleanup and/or maintenance. The Lot Owner shall have five (5) days, or such other longer period as may be allowed by the Association, within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 6.2 Assessment of Costs. The cost of such exterior maintenance shall be assessed against the portion of the Property upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, the portion of the Property benefiting from same. The assessment shall be apportioned among the properties involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association pursuant to the Assessment Covenants, and shall be subordinate to mortgage liens to the extent provided by the Assessment Covenants.

Section 6.3 Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot(s) or any portion of the Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practicably affordable.

Section 6.4 Use and Maintenance of Limited Common Areas. Notwithstanding any other provision of this Declaration, each Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Owner may use the Limited Common Area of his Lot as a yard subject to the rights of the Association to establish rules and regulations governing use and enjoyment of the Common Area and the rights and easements reserved and granted under Article X and Article XI of this Declaration including but not limited to the right to locate or relocate roads, paths, walkways and sidewalks within the Common Area. The Owner shall not place or erect any structure within the Limited Common Area other than a driveway as provided under Section 4.1.5 of this Declaration.

ARTICLE VII
ARCHITECTURAL CONTROL OF SUBDIVISION
AND ARCHITECTURAL REVIEW COMMITTEE

Section 7.1 Necessity of Architectural Review and Approval. Except for the initial construction of residences, initial landscaping and related improvements within the Subdivision ("Initial Construction"), no landscaping, improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Architectural Review Committee ("ARC") referenced in this Declaration. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to conformance with the Architectural Planning Criteria for the Property, a copy of which is attached hereto as Exhibit B (the "Architectural Planning Criteria"), as the same may from time to time be amended. It shall be the burden of each Owner to supply four (4) sets of completed plans and specifications to the ARC and no plans or specifications shall be deemed approved unless a written approval is granted by the ARC to the Owner submitting same. The ARC shall approve or disapprove plans and specifications properly submitted, or shall request reasonably required additional information, within thirty (30) days of each submission. Any change or modification to approved plans shall not be deemed approved unless a written approval is granted by the ARC to the Owner submitting same.

Section 7.2 Architectural Review Committee. The architectural review and control functions of the ARC shall be as set forth in this Declaration and the Bylaws of the Association. This ARC shall be appointed by, and serve at the pleasure of, the Developer until it no longer owns any Lots within the lands described by the Master Plan. Thereafter, the ARC shall be appointed by, and serve at the pleasure of the Board of Directors of the Association in accordance with the Bylaws of the Association.

Section 7.3 Powers and Duties of the ARC. The ARC shall have the following powers and duties:

7.3.1 To recommend amendments of the Architectural Planning Criteria to the Board. Any amendment of the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until approved in writing by the Developer and adopted by a majority of the members of the Board at a meeting duly called and noticed at which a quorum is present and voting. Upon approval by the the Developer and Board, notice of any amendment to the Architectural Planning Criteria, including a verbatim copy of such amendment shall be delivered to each member of the Association. Provided, however, the delivery to each member of the Association of notice and a copy of any amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such amendment nor shall it be necessary for any amendment to be recorded.

7.3.2 To require submission to the ARC of four (4) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and

approval of the ARC pursuant to this Article VII, including, without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, marsh walkway or observation deck, landscape device or object, driveway or other improvement, the construction or placement of which is proposed upon any Lot within the Property, signed by the Owner thereof and contract vendee, if any. The ARC shall also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover and such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

7.3.3 To approve or disapprove in accordance with the provisions of this Article VII, any improvements or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon, except that the ARC shall have no power to approve the clearing, filling, or placement of improvements of any kind upon any portion of a Lot situate waterward of the wetlands preservation line shown on the plat of such Lot or established pursuant to applicable law or administrative requirement. At such time as the ARC is appointed by the Board of Directors of the Association, any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof, and the determination of the Board upon review any such decision shall be dispositive as to Association approval.

7.3.4 To adopt a schedule of reasonable fees for processing requests for ARC approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARC.

Section 7.4 Architectural Review of Initial Construction. No Initial Construction shall be commenced upon any Lot unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by, the Developer. All plans and specifications shall be evaluated as to visual and acoustical privacy, as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation and as to consistency with the Architectural Planning Criteria and provisions of this Declaration.

Section 7.5 Assignment of Reserved Rights of Architectural Review. No later than the date upon which the Developer no longer owns any property within the lands described by the Master Plan, the Developer shall by written instrument assign its right to approve modifications to the Architectural Planning Criteria and its right of architectural approval of Initial Construction, as provided in Section 7.3.1 and Section 7.4 and elsewhere in this Declaration, to the Association, and the Association shall accept such assignment.

Section 7.6 Variance. The ARC and the Developer, as applicable, may authorize variances from compliance with any of the architectural provisions of this Declaration or the Architectural Planning Criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must

be evidenced by a document signed by at least a majority of the members of the ARC, or by the Developer, as applicable. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or property and particular provisions of this Declaration or the Architectural Planning Criteria covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority.

Section 7.7 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer, Association, or ARC contemplated under this Article VII, neither the Developer, the ARC, nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, Association, or the ARC.

ARTICLE VIII USE RESTRICTIONS

Section 8.1 Residential Use. The Lots subject to this Declaration may be used for residential living units and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property. The model homes may be used to promote the sale of homes and related improvements located solely within Jacksonville Golf & Country Club. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written approval of the Developer and no Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership; provided that, if the Developer shall first have specifically approved the same, a Lot may be subdivided for the purpose of increasing the size of only one contiguous Lot so long as the portion of the divided Lot which remains unconsolidated as a single Lot shall have a total area at least ninety-five percent (95%) as large as the then smallest Lot (in area) in the Subdivision. The division, subdivision, consolidation, or reduction in size of any Lot shall not reduce the total assessments attributable to the Lot as originally platted. In the event of the subdivision and consolidation of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of this Declaration shall apply thereto as a single Lot except as to assessments provided for herein. No dwelling or other structure or improvement shall be erected, placed or permitted to remain on any building site which does not include at least one (1) full platted Lot according to recorded plats of the Subdivision unless the Developer gives its prior written consent. The total ground area to be occupied by single family residences to be constructed within the Subdivision shall not

exceed thirty-five percent (35%) of the ground area of the Lot or building parcel upon which such residences are located. No building constructed within the Subdivision shall exceed thirty-five (35) feet in height.

Section 8.2 No Temporary Buildings. No tents, trailers, tanks, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Developer. Commercial vehicles shall not be parked within public view on a regular basis. Construction trailers may be parked during the initial construction phase only with the express written consent of the Developer and in an area designated by Developer.

Section 8.3 Antenna. No aerial, antenna or satellite dish shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building within the Property.

Section 8.4 Boats and Motor Vehicles. No boat, recreational vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot unless approved by the Board of Directors, nor shall any maintenance or repair be performed upon any boat or motor vehicles upon any Lot, except within a building where totally isolated from public view.

Section 8.5 Protection of Trees. No tree or shrub, the trunk of which exceeds four (4) inches in diameter one (1) foot above natural grade, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARC, or in the case of Initial Construction, the Developer.

Section 8.6 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

Section 8.7 Automobile Storage Areas. Every residence constructed within the Property shall have an attached garage or other automobile storage area approved by the Developer and no such garage or area may be permanently converted to another use without the substitution of another such garage or area.

All garages and other automobile storage areas shall contain at least enough space to park two full sized automobiles. Wherever possible, garage entrances shall be located on the side of the Residence rather than the front. All garage doors must be continuously maintained in a usable condition, be operated by electric door openers, and be kept closed when not in use.

Automobiles shall be stored in garages or other automobile storage areas approved by the ARC when not in use. No automobiles shall be parked in the Roadways providing ingress and egress to the Lots.

Section 8.8 Landscaping. Landscaping shall be installed on each Lot as follows:

8.8.1 A detailed landscaping plan for each Lot and Limited Common Area appurtenant thereto, together with a detailed written estimate of the costs of such plan, must be submitted to and approved by the Developer at the time of construction of a home on such Lot. All landscaping plans submitted to the Developer for approval shall be prepared and certified by a registered landscape architect licensed under the laws of the State of Florida. All plant material shall be of Florida Grade Number One or better. Sodding with St. Augustine or Bermuda grass varieties only will be required on all yards. No seeding and/or sprigging shall be permitted. An underground automatic sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots. All Lots and appurtenant Limited Common Area shall be sodded and irrigated to

the paved roadway and/or water's edge where such Lot abuts a roadway and/or water body.

8.8.2 Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 8.8.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 8.8.1 above, within fifteen (15) days following final building inspection approval by the Building Department for the City of Jacksonville, Duval County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article VI of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which shall be collected as provided in Section 6.2 above.

Section 8.9 Potable Water Supply. All potable water shall be supplied by means of the central water supply system provided for service to the Property. No individual potable water supply or well for potable water shall be permitted within the Property.

Section 8.10 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. 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, which shall render a decision in writing, and which decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 8.11 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the ARC.

Section 8.12 Lighting. No external lighting shall be installed without the prior approval of the ARC. No lighting shall be permitted which alters the residential character of the Property.

Section 8.13 Animals. Any animals shall be kept under control by the Owner at all times and leashed when outside its Owners' dwelling. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If in the discretion of the Association any animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, they may not thereafter be kept on a Lot.

Section 8.14 Miscellaneous. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the Property and any improvements placed

thereon shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, their agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board of Directors of the Association detracts from the overall beauty and safety of the Property, in accordance with the provisions of Article VI hereof. Notwithstanding anything to the contrary contained in this instrument, no Owner shall be required to disturb any portion of a Lot lying within the wetlands jurisdiction of the United States Army Corps of Engineers, Florida Department of Environmental Regulation or St. Johns River Water Management District and each Owner shall comply with all applicable permit conditions, laws and regulations pertaining to such areas.

Prior to commencement of construction upon any Lot, the subsurface of the driveway shall be installed and any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway subsurface and shall not park on any roadway or on any property other than the Lot on which construction is proceeding.

During construction of a dwelling or other 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.

All primary residence structures constructed upon the Property shall be completed within one (1) year after commencement of construction, except where such completion is impossible due to strikes, fires, national emergencies or natural calamities or unless waived in writing by the Board of Directors of the Association.

The ARC may, at its option, establish reasonable hours for construction activity so as to result in minimal disturbance to Owners of Lots within the Property.

Section 8.15 Casualty Damages. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. All debris must be removed and the Lot restored to an orderly condition within sixty (60) days of such damage or destruction.

Section 8.16 Setback. No dwelling shall be erected within twenty (20) feet of the front Lot line or within ten (10) feet of any side Lot line or side line of any building parcel or within any easement area shown on the plat of the subdivision or reserved in Sections 10.3, 10.6, 10.7, 10.9 and 11.3 of this Declaration. The Developer and the ARC shall have the right to require a rear setback of up to twenty (20) feet on any Lot within the Subdivision. (Setbacks for Lots including a portion of a lake area shall be measured from the top of bank). All setbacks shall be measured from the exterior wall of the dwelling to the applicable parcel boundary.

Section 8.17 Fences. No fence, wall or other barrier shall be constructed upon any Lot without the prior approval of the ARC or the Developer as provided in Article VII hereof.

Proposed fences shall be evaluated in accordance with the Architectural Planning Criteria attached as Exhibit C. All swimming pools constructed within the Subdivision shall be enclosed by a retaining wall, fence or similar structure having a minimum height of four (4) feet which shall be constructed or installed so as to obstruct access by persons other than the Owners of the Lot upon which the swimming pool is constructed, and their respective guests, invitees and licensees. All gates installed in a fence enclosing a swimming pool shall be self-latching with latches placed at least four (4) feet above the ground. All such gates shall be kept securely closed and latched at all times.

Section 8.18 **Lakes.** Only Arvida/JMB Partners, or the specific assignee of its rights hereunder and the Association shall have the right to pump or otherwise remove any water from any lake within the Subdivision or adjacent or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes or any other real property located within the Jacksonville Golf & Country Club lying within, adjacent to, or near the Subdivision. Arvida/JMB Partners and the Association shall have the sole and absolute right to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. The cost of manual or mechanical removal of trash, debris and undesirable plants undertaken by the Association within any lake shall be chargeable, at the option of the Association, to the Owner or Owners of the Lot including that portion of the lake on which such maintenance is performed. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now are, or may hereafter be, adjacent to, or include a portion of, a lake (the "lake parcels"), shall be maintained so that such grass, planting or other lateral support prevents erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, any provisions of this Section 8.18 to the contrary notwithstanding, the control of nuisance shoreline vegetation shall be the responsibility of the Owners of lake parcels. Such Owner shall consult with the Association, however, prior to removing or otherwise disturbing shoreline vegetation to determine whether the applicable environmental permits allow such disturbance. In no event shall any such Owner use herbicide waterward of the landward extent of any lake. If the Owner of any lake parcel fails to maintain such parcel in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article VI of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith, which riparian rights shall remain the property of the Developer or the Developer's successors, assigns and designees. No docks or other structures shall be constructed on such embankments unless and until same shall have been approved by the ARC. No bulkheads shall be permitted to be constructed without the prior written consent of the Developer or the Association. The Developer or the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake within the Subdivision or adjacent to or nearby the Subdivision. The Association or Developer shall have the right to deny such use to any person who in the opinion of Developer or the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Developer or the Association.

OFFICIAL RECORDS.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 12.8 HEREOF.

Section 8.19 Lake Maintenance. The Association shall be responsible for maintaining all lakes, drainage easements, and control structures comprising the stormwater discharge system within and adjacent to the Subdivision, in accordance with all statutes, rules, regulations and permit conditions pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Regulation, the United States Army Corps of Engineers and all other local, state and federal authorities having jurisdiction. The cost of such maintenance shall be a common expense of the Association to be collected and paid in the manner prescribed by the Assessment Covenants.

Section 8.20 Golf Carts. Owners with the proof of a valid drivers license shall be permitted to use golf carts on the Common Area. All golf carts of Owners may be parked, placed or stored only in the garage of the Owner's Residence, if any. No golf cart shall be placed, parked or stored on the lawn of any Lot or on any portion of the Common Area, unless such area is specifically designated by the Association as a golf cart parking area. No golf cart shall be permitted outside the security gates serving the Jacksonville Golf & Country Club. Owners leasing golf carts shall be required to sign a release of liability agreeing to hold the Developer, the Association and the Club harmless as a result of any loss or damage resulting from or arising out of the Owner's operation of the golf cart, and to provide the Club with such additional information as required from time to time by the Club. Each year the Owners of golf carts shall provide the Club and the Association with proof of liability insurance in connection with the operation of their golf cart(s); such liability policy shall have such limits as shall be approved by the Club in its sole and absolute discretion and shall name as an additional insured those parties requested by the Club from time to time, but specifically including the Club, the Developer, and the Association. Further, such insurance policy shall provide that it can be cancelled only upon thirty (30) days prior written notice to the Club and the Association. Owners using golf carts shall be held fully responsible for any and all damages caused by the misuse of the golf cart by the owners or their family members, guests, licensees, invitees, employees or agents, and the Owners shall reimburse the Club, the Association and the Developer for any and all damages they may sustain by reason of such misuse. Such damages shall be collectible in the same manner as a exterior maintenance assessment enforceable pursuant to the procedures set forth in Article VI of this Declaration. The Board of Directors of the Association in its sole and absolute discretion shall have the right to promulgate such other restrictions concerning golf carts as the Board may deem necessary and desirable, subject to approval by the Club.

Section 8.21 Club Facilities. Memberships entitling use of the Jacksonville Golf & Country Club recreational facilities are being offered by Jacksonville Golf & Country Club, Inc. in accordance with the Plan for the Offering of Memberships in Jacksonville Golf & Country Club, Inc., as it may be amended from time to time in accordance with its terms. Owners of Lots may apply for membership in accordance with the Plan. Use of these recreational facilities is only available to members and invitees of Jacksonville Golf & Country Club, Inc. Regardless of any provisions to the contrary made in any document recorded in the public records against, or otherwise applicable to, the Property or these club facilities, ownership of any or all of the Property or membership in the Association does not give any vested right or easement, prescriptive or otherwise, to use or to continue to use these club facilities, and does not grant any ownership or membership interest in these club facilities.

ARTICLE IX
UTILITY PROVISIONS

Section 9.1 Water System. The central water system provided for the service of the Property shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges and connection charges established by the supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well for consumptive purposes shall be permitted on any Lot.

Section 9.2 Sewage System. The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or onto any marsh, lake, pond, park, ravine, drainage ditch or canal or Roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 9.3 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association. Each Owner shall pay when due the periodic charges or rates for such garbage collection service made by the party or company providing the same.

Section 9.4 Electrical, Cable Television and Telephone Service. All electric, cable television, telephone and other utility lines and connections between the main or primary utility lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

ARTICLE X
RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 10.1 Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat or replat all or any part of the Property, and to file subdivision restrictions and amendments hereto with respect to any undeveloped portion or portions of the Property.

Section 10.2 Golf Easement. Developer reserves for itself, its successors, assigns and designees, an easement upon the Property to permit the doing of every act necessary and proper to the playing of golf on the golf course area lying near or adjacent to the Property. These acts shall include, but not be limited to, the recovery of golf balls provided such golf balls can be recovered without damaging the Property; the flight of golf balls over and upon the Lots; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf; together with all other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation of a golf club. Notwithstanding the foregoing, those persons playing golf on the golf course lying near or adjacent to the Property shall not be permitted to play balls which have come to rest on the Property, but shall merely have access over the Property for the sole purpose of recovery of golf balls.

Section 10.3 Easements for Ingress and Egress, Utilities and Drainage. Developer reserves for itself, its successors, assigns, contractors and designees, a right-of-way and easement for ingress and egress, and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over (i) any area designated as an easement, private street or right-of-way area, or part of the Common Area on the plat of the Subdivision or on the plat of any property made subject to this Declaration pursuant to Section 3.1 and (ii) a strip of land within each Lot ten (10) feet in width at the front and rear of each Lot and seven and one half (7½) feet in width along the side of each Lot.

Section 10.4 Easements for Lake Maintenance. Developer further reserves for itself, its successors, assigns and designees, including without limitation, the Association a right of access and easement to erect, maintain, and use lake areas, drainage control structures, water quality control structures, bulkheads, and similar improvements necessary for the Association to perform the obligations set forth in Section 8.19 hereof, on, in and over those portions of any Lot or Common Area made subject to this Declaration and lying waterward of the drainage control line shown on the plat of the Subdivision.

Section 10.5 Drainage Flow. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 10.6 Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the property owned by Developer. The easements granted by Developer shall not materially or adversely affect any improvements.

Section 10.7 Easement for Cable Radio and Television Service. The Developer reserves for itself, and its successors and assigns, an easement over and across the Property for the installation and maintenance of equipment necessary for, and the supply of, cable radio and television service ("CATV") to the Property. Any equipment necessary for the receiving and distribution of CATV may be located only within the rights of way and easement areas designated by Section 10.3, granted, dedicated or reserved pursuant to Section 10.6 hereof, or as otherwise designated by the Developer. The Developer reserves for itself, its successors and assigns, the right to connect any central CATV distribution and receiving system to such source as Developer may in its sole discretion deem appropriate, including without limitation companies licensed to provide CATV service in Duval County, Florida, for which services said companies shall have the right to charge a reasonable fee. The Developer further reserves the right for itself, its successors and assigns, the right to empower a licensee or franchisee to provide CATV service within the Property and to collect such license or franchise fees in connection therewith as the Developer may, in its sole discretion, deem appropriate. Title

OFFICIAL RECORDS:

and ownership to any lines, equipment and facilities comprising any CATV system located within the Property shall remain in the Developer, or its successors or assigns.

Section 10.8 Easements for Maintenance Purposes. The Developer reserves for itself, the Association, their agents, employees, successors or assigns an easement, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer, or the Association.

Section 10.9 Sidewalks. Developer reserves for itself, the Association, their agents, employees, designees, successors and assignees, an easement in, on, over and upon all roadways depicted on the plat of the Subdivision to be recorded in the current public records of Duval County, Florida, for construction and installation of, and ingress and egress upon, paths and sidewalks located thereon.

Section 10.10 Reservation. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that the same violates the restrictions contained in this Declaration or in such a manner that the same encroaches upon any Lot line or easement area, Developer reserves for itself the right to release the Lot from the restriction which has been violated and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property.

ARTICLE XIRIGHTS GRANTED BY DEVELOPER

Section 11.1 Roadways. Each Owner and their guests, invitees and domestic help, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives and suppliers of utilities authorized by the Developer or the Association to serve the Property, holders of mortgage liens on any Lot and such other persons as the Developer or the Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across all roadways which shall be depicted on the plat of the Subdivision to be recorded in the current public records of Duval County, Florida, subject, however, to the terms and conditions of this Declaration.

Section 11.2 Rights of Developer to Restrict Access. Notwithstanding the provisions of this Article XI to the contrary, Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Property or on any land of Developer lying adjacent to or near the Property. The Developer or the Association shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the roadways referenced in this Article XI including without limitation the right to prohibit use of the roadways by traffic or vehicles (including and without limitation motorcycles and "go carts") which in the sole opinion of the Developer would or might result in damage in or to the Roadways or pavement or other improvements, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on

OFFICIAL RECORDS.

all or any part of such Roadways. The Developer or the Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any Lot, if the location of the same will in the sole judgment and opinion of the Developer or the Association, obstruct the vision of a motorist upon any of the roadways referenced in this Article XI. In the event and to the extent that the parcels referred to in this Article XI or easements over and across said parcels for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 11.2 thereafter shall be of no further force or effect.

Section 11.3 Sidewalks. Each Owner shall have the right to the use and benefit of the paths and sidewalks located within the Property for ingress and egress throughout the Property. No improvements of any kind will be constructed or placed upon sidewalks without the written approval of the ARC, and no vehicles will be parked upon the sidewalks at any time without the written approval of the Association. Each Lot shall be subject to an easement for ingress and egress across the front Lot line to a depth of five (5) feet for the installation, maintenance and use of sidewalks.

Section 11.4 Rights of Developer to Alter Roadways. Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the City Council for the City of Jacksonville, Florida or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property, to dedicate to the public all or any part of the roadways and all or any part of the easements reserved herein (including those shown on the Plat). In addition, Arvida/JMB Partners shall have the right to redesignate, relocate or close any part of the Roadway without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

ARTICLE XII
GENERAL PROVISIONS

Section 12.1 Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by two-thirds of the Owners has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer, the Association and/or the Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expense of litigation shall include reasonable attorneys' fees incurred by the Developer, the Association, or the Owners in seeking such enforcement.

OFFICIAL RECORDS:

Section 12.2 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the public records of Duval County, Florida, at the time of such mailing.

Section 12.3 Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12.4 Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by the President and Secretary of the Association upon approval by the Owners of two-thirds (2/3) of the Lots, provided that so long as Developer is the owner of any Lot or any Property affected by this Declaration or amendment hereto, no amendment will be effective without Developer's express written joinder and consent. The Developer specifically reserves the absolute and unconditional right so long as it owns any Lot(s) to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions contained herein, without the consent of joinder of any party.

Section 12.5 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 12.6 Effective Date. This Declaration shall become effective upon its recordation in the public records of Duval County, Florida.

Section 12.7 Disclaimers as to Security Systems. The Developer, the Association, or their successors, assigns, or franchisees, and any applicable CATV system operator or provider of security services ("Operator") may enter into contracts for the provision of security services for all or any portion of Jacksonville Golf & Country Club. THE DEVELOPER, THE ASSOCIATION, AND ANY OPERATOR, AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS OR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY ANY SUCH SECURITY SYSTEM OR SERVICES ACKNOWLEDGES THAT DEVELOPER, THE ASSOCIATION, AND ANY OPERATOR, AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS OR FRANCHISEES, ARE NOT INSURERS OF THE OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED WITHIN THE PROPERTY AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every Owner or occupant of a Lot receiving security services agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that Developer, the Association, or any Operator, or their respective successors, assigns or franchisees, assume no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (i) any failure of an Owner's security

OFFICIAL RECORDS

system, (ii) any defective or damaged equipment, device, line or circuit, (iii) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (iv) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every Owner or occupant of a Lot obtaining such security services further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss, damage, injury or death should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of any security system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Developer, the Association, and the Operator or their respective successors, assigns or franchisees, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 Dollars (\$250.00), which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Developer, the Association, or any Operator, or any successors, assigns or franchisees of any of same. Further, in no event will Developer, the Association, any Operator or any of their respective successors, assigns or franchisees be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in CATV and security services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any cable television or security services shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in such services, regardless of whether or not same is caused by reasons within the control of the then provider(s) of such services.

Section 12.8 Disclaimers as to Water Bodies. NEITHER THE DEVELOPER, THE ASSOCIATION NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE JACKSONVILLE GOLF AND COUNTRY CLUB, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY AS REFERENCED IN SECTION 8.19 OF THIS DECLARATION. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF JACKSONVILLE GOLF AND COUNTRY CLUB LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITATE OR ENTER INTO WATER BODIES WITHIN JACKSONVILLE GOLF AND COUNTRY CLUB AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE JACKSONVILLE GOLF AND COUNTRY CLUB MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY PROPERTY WITHIN THE JACKSONVILLE GOLF AND COUNTRY CLUB, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE

A PART OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 28 EAST; TOGETHER WITH A PART OF SECTIONS 2 AND 3, TOWNSHIP 3 SOUTH, RANGE 28 EAST, ALL IN THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF BEACH BOULEVARD, (U.S. HIGHWAY 90 AND STATE ROAD NO. 212) AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY, WITH THE WEST RIGHT OF WAY LINE OF HODGES BOULEVARD, (COUNTY ROAD NO. 3888) AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE OF HODGES BOULEVARD THE FOLLOWING THREE COURSES: (1) S.00°41'58"E. A DISTANCE OF 398.72 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3719.72 FEET; (2) ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.07°56'32"W., AND A CHORD DISTANCE OF 1117.81 FEET AND AN ARC DISTANCE OF 1122.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (3) S.16°35'02"W. A DISTANCE OF 3420.43 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 6396, PAGE 357 OF THE CURRENT PUBLIC RECORDS; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, S.16°35'02"W. A DISTANCE OF 827.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE, S.16°35'02"W. A DISTANCE OF 250.23 FEET TO A POINT OF CUSP OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.29°53'10"W., A CHORD DISTANCE OF 36.25 FEET AND AN ARC DISTANCE OF 40.55 FEET TO A POINT OF COMPOUND CURVE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 596.28 FEET, A CHORD BEARING OF N.84°19'58"W., A CHORD DISTANCE OF 165.49 FEET AND AN ARC DISTANCE OF 166.02 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1068.48 FEET, A CHORD BEARING OF N.85°12'27"W., A CHORD DISTANCE OF 264.20 FEET AND AN ARC DISTANCE OF 264.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.78°06'21"W. A DISTANCE OF 1360.05 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 571.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.69°13'03"W., A CHORD DISTANCE OF 176.63 FEET AND AN ARC DISTANCE OF 177.34 FEET; THENCE S.47°59'24"W. A DISTANCE OF 204.18 FEET; THENCE S.81°49'32"W. A DISTANCE OF 150.23 FEET; THENCE N.42°00'36"W. A DISTANCE OF 192.00 FEET; THENCE N.14°09'15"E. A DISTANCE OF 150.23 FEET; THENCE N.47°59'24"E. A DISTANCE OF 204.18 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 571.58 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.13°56'03"W., A CHORD DISTANCE OF 193.73 FEET AND AN ARC DISTANCE OF 194.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.04°10'39"W. A DISTANCE OF 422.52 FEET; THENCE N.88°05'00"W. A DISTANCE OF 115.00 FEET; THENCE S.74°48'00"W. A DISTANCE OF 310.00 FEET; THENCE S.11°12'46"E. A DISTANCE OF 100.00 FEET; THENCE N.85°44'55"W. A DISTANCE OF 137.36 FEET; THENCE N.00°28'09"E. A DISTANCE OF 174.67 FEET; THENCE N.15°08'36"W. A DISTANCE OF 39.78 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 786.85 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.88°00'33"W., A CHORD DISTANCE OF 162.32 FEET AND AN ARC DISTANCE OF 162.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.82°05'19"W. A DISTANCE OF 4.15 FEET; THENCE S.08°45'15"E. A DISTANCE OF 178.41 FEET; THENCE N.72°48'19"W. A DISTANCE OF 217.22 FEET; THENCE S.81°34'50"W. A DISTANCE OF 115.00 FEET; THENCE S.08°25'10"E. A DISTANCE OF 48.18 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 765.98 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.01°10'12"E., A CHORD DISTANCE OF 193.32 FEET AND AN ARC DISTANCE OF 193.83 FEET TO A POINT ON SAID CURVE; THENCE S.83°18'57"E. A DISTANCE OF 125.58 FEET; THENCE S.02°46'59"W. A DISTANCE OF 60.12 FEET; THENCE S.12°13'49"W. A DISTANCE OF 112.66 FEET; THENCE S.13°30'28"W. A DISTANCE OF 94.34 FEET; THENCE S.00°53'23"W. A DISTANCE OF 34.40 FEET; THENCE S.04°46'36"E. A DISTANCE OF 111.66 FEET; THENCE S.06°27'25"W. A DISTANCE OF 186.16 FEET; THENCE S.11°36'31"E. A DISTANCE OF 132.18 FEET; THENCE S.00°04'02"W. A DISTANCE OF 162.83 FEET; THENCE S.52°09'04"W. A DISTANCE OF 36.40 FEET; THENCE S.07°47'48"E. A DISTANCE OF 41.57 FEET; THENCE S.09°34'26"E. A DISTANCE OF 58.41 FEET; THENCE S.38°56'09"E. A DISTANCE OF 54.55 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 6396, PAGE 357, SAID POINT BEING 3131.79 FEET FROM THE SOUTHEAST CORNER OF SAID LANDS; THENCE S.88°50'50"W. A DISTANCE OF 806.52 FEET; THENCE N.10°20'56"E. A DISTANCE OF 59.13 FEET; THENCE N.00°01'45"W. A DISTANCE OF 62.87 FEET; THENCE N.19°40'19"E. A DISTANCE OF 82.63 FEET; THENCE N.03°53'22"E. A DISTANCE OF 88.64 FEET; THENCE N.02°40'00"W. A DISTANCE OF 53.97 FEET; THENCE N.87°31'41"E. A DISTANCE OF 377.95 FEET; THENCE N.06°47'46"E. A DISTANCE OF 862.02 FEET; THENCE N.81°34'50"E. A DISTANCE OF 125.90 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 715.98 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.06°32'08"W., A CHORD DISTANCE OF 20.01 FEET AND AN ARC DISTANCE OF 20.01 FEET; THENCE S.81°34'50"W. A DISTANCE OF 125.00 FEET; THENCE N.11°12'31"W. A DISTANCE OF 100.12 FEET; THENCE N.15°53'46"W. A DISTANCE OF 106.67 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 726.91 FEET; THENCE SOUTHWESTERLY ALONG AN ARC OF SAID CURVE, A CHORD BEARING OF S.67°45'15"W., A CHORD DISTANCE OF 57.24 FEET AND AN ARC DISTANCE OF 57.26 FEET; THENCE N.24°30'08"W., RADIAL TO SAID CURVE, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 786.91 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.69°12'40"E., A CHORD DISTANCE OF 101.93 FEET AND AN ARC DISTANCE OF 102.00 FEET; THENCE N.17°04'32"W. A DISTANCE OF 127.97 FEET; THENCE N.71°19'41"E. A DISTANCE OF 214.66 FEET; THENCE N.88°11'00"E. A DISTANCE OF 388.39 FEET; THENCE S.26°29'21"W. A DISTANCE OF 178.27 FEET; THENCE S.08°45'15"E. A DISTANCE OF 34.58 FEET; THENCE S.82°05'19"E. A DISTANCE OF 22.32 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 726.85 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.87°32'22"E., A CHORD DISTANCE OF 138.09 FEET AND AN ARC DISTANCE OF 138.30 FEET; THENCE N.15°08'36"W. A DISTANCE OF 93.84 FEET; THENCE N.18°38'12"W. A DISTANCE OF 121.21 FEET; THENCE N.88°11'00"E. A DISTANCE OF 370.73 FEET; THENCE N.71°52'23"E. A DISTANCE OF 167.85 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 577.08 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.04°55'09"W., A CHORD DISTANCE OF 147.32 FEET AND AN ARC DISTANCE OF 147.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.02°24'51"E. A DISTANCE OF 50.00 FEET; THENCE N.65°15'16"W. A DISTANCE OF 130.75 FEET; THENCE N.02°24'51"E. A DISTANCE OF 125.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3731.76 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.89°17'32"W., A CHORD DISTANCE OF 143.59 FEET AND AN ARC DISTANCE OF 143.60 FEET; THENCE N.01°48'37"W., RADIAL TO SAID CURVE, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3791.76 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.89°16'39"E., A CHORD DISTANCE OF 143.96 FEET AND AN ARC DISTANCE OF 143.97 FEET; THENCE N.02°24'51"E. A DISTANCE OF 322.50 FEET; THENCE S.87°35'09"E. A DISTANCE OF 125.00 FEET TO REFERENCE POINT "A"; THENCE N.02°24'51"E. A DISTANCE OF 20.00 FEET; THENCE N.87°35'09"W. A DISTANCE OF 125.00 FEET; THENCE N.02°24'51"E. A DISTANCE OF 95.86 FEET; THENCE S.88°34'31"W. A DISTANCE OF 657.40 FEET; THENCE N.12°15'45"W. A DISTANCE OF 192.97 FEET; THENCE N.02°23'00"W. A DISTANCE OF 486.78 FEET; THENCE S.89°34'05"W. A DISTANCE OF 120.00 FEET; THENCE N.00°25'55"W. A DISTANCE OF 60.00 FEET; THENCE N.89°34'05"E. A DISTANCE OF 200.00 FEET; THENCE N.00°25'55"W. A DISTANCE OF 135.00 FEET; THENCE N.89°34'05"E. A DISTANCE OF 200.00 FEET; THENCE N.86°11'00"E. A DISTANCE OF 677.97 FEET; THENCE

S.76°03'38"E. A DISTANCE OF 105.40 FEET; THENCE N.86°31'19"E. A DISTANCE OF 200.00 FEET; THENCE N.70°56'06"E. A DISTANCE OF 219.63 FEET; THENCE S.67°18'00"E. A DISTANCE OF 120.36 FEET; THENCE S.06°34'11"E. A DISTANCE OF 327.76 FEET; THENCE S.16°39'44"E. A DISTANCE OF 777.04 FEET; THENCE S.42°53'59"E. A DISTANCE OF 92.02 FEET; THENCE N.47°06'01"E. A DISTANCE OF 147.15 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 379.72 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.45°15'00"E., A CHORD DISTANCE OF 24.52 FEET AND AN ARC DISTANCE OF 24.52 FEET; THENCE N.49°14'30"W. A DISTANCE OF 40.00 FEET; THENCE N.40°45'30"E. A DISTANCE OF 35.00 FEET; THENCE S.49°14'30"E. A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 379.72 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.29°21'07"E., A CHORD DISTANCE OF 115.72 FEET AND AN ARC DISTANCE OF 116.18 FEET; THENCE S.70°20'24"E. A DISTANCE OF 60.01 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 439.72 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.33°46'49"W., A CHORD DISTANCE OF 202.61 FEET AND AN ARC DISTANCE OF 204.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.47°06'01"W. A DISTANCE OF 92.91 FEET; THENCE S.42°53'59"E. A DISTANCE OF 83.86 FEET; THENCE S.01°12'44"W. A DISTANCE OF 213.40 FEET; THENCE S.06°59'22"E. A DISTANCE OF 224.63 FEET; THENCE S.12°13'00"E. A DISTANCE OF 500.00 FEET; THENCE S.49°35'16"W. A DISTANCE OF 180.68 FEET; THENCE N.60°19'05"W. A DISTANCE OF 225.92 FEET; THENCE N.64°56'25"W. A DISTANCE OF 743.14 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 569.82 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.58°24'27"W., A CHORD DISTANCE OF 265.38 FEET AND AN ARC DISTANCE OF 267.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.71°52'23"W. A DISTANCE OF 6.63 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.28°50'27"W., A CHORD DISTANCE OF 34.12 FEET AND AN ARC DISTANCE OF 37.55 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1131.77 FEET, A CHORD BEARING OF S.09°11'04"E., A CHORD DISTANCE OF 197.55 FEET AND AN ARC DISTANCE OF 197.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.04°10'39"E. A DISTANCE OF 80.25 FEET; THENCE N.85°49'21"E. A DISTANCE OF 186.07 FEET; THENCE S.45°25'28"E. A DISTANCE OF 250.74 FEET; THENCE S.10°18'33"W. A DISTANCE OF 107.43 FEET; THENCE S.54°00'00"W. A DISTANCE OF 356.41 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 451.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.50°03'09"E., A CHORD DISTANCE OF 424.75 FEET AND AN ARC DISTANCE OF 442.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.78°06'21"E. A DISTANCE OF 1017.18 FEET; THENCE S.88°57'17"E. A DISTANCE OF 624.21 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 746.85 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.82°12'28"E., A CHORD DISTANCE OF 175.49 FEET AND AN ARC DISTANCE OF 175.89 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N.60°33'42"E., A CHORD DISTANCE OF 34.72 FEET AND AN ARC DISTANCE OF 38.38 FEET TO A POINT OF CUSP, THE POINT OF BEGINNING EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED LANDS: FOR A POINT OF REFERENCE COMMENCE AT REFERENCE POINT "A", DESCRIBED ABOVE; THENCE N.86°16'13"E. A DISTANCE OF 60.35 FEET TO THE POINT OF BEGINNING; THENCE N.02°24'51"E. A DISTANCE OF 30.00 FEET; THENCE S.87°35'09"E. A DISTANCE OF 130.00 FEET; THENCE N.54°50'44"E. A DISTANCE OF 164.01 FEET; THENCE S.14°05'00"E. A DISTANCE OF 400.00 FEET; THENCE S.06°28'27"E. A DISTANCE OF 229.82 FEET; THENCE S.51°08'45"E. A DISTANCE OF 80.00 FEET; THENCE S.38°51'15"W. A DISTANCE OF 165.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 509.82 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.46°26'58"W., A CHORD DISTANCE OF 134.77 FEET AND AN ARC DISTANCE OF 135.17 FEET; THENCE N.43°02'15"W. A DISTANCE OF 123.82 FEET; THENCE N.19°03'42"W. A DISTANCE OF 100.00 FEET; THENCE N.00°15'12"W. A DISTANCE OF 578.45 FEET; THENCE N.87°35'09"W. A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTION. THE AREA WITHIN THE OVERALL DESCRIPTION IS 106.45 ACRES. WITHIN THE EXCEPTION IS 4.14 ACRES; THE NET ACREAGE IS 102.31 ACRES.

The above described lands being the same as those described by the plat of Jacksonville Golf & Country Club Unit One to be recorded in the current public records of Duval County, Florida.

5 MIN. RETURN
PHONE # 247-1770

Book 11275 Page 975

Prepared
~~THIS INSTRUMENT PREPARED BY~~
AND RECORD AND RETURN TO:

Adam K. Feldman, Esq.
Patterson, Bond and Latshaw, P.A.
3010 South Third Street
Jacksonville Beach, Florida 32250

Doc# 2003258088
Book: 11275
Pages: 975 - 977
Filed & Recorded
08/08/2003 12:51:22 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 13.00
TRUST FUND \$ 2.00

AMENDMENT TO JACKSONVILLE GOLF AND COUNTRY CLUB
("JGCC")
MASTER DECLARATION

THIS AMENDMENT is made ^{as of} this 19th day of April, 1997
by Jacksonville Golf and Country Club ("JGCC") Property Owners'
Association, Inc. ("Association").

R E C I T A L S :

A. Association is the Homeowners' Association, by virtue of the powers set forth in the Declaration of Covenants for JGCC, recorded in Official Records Book 6622, Page 2152, of the Public Records of Duval County, Florida, as amended and supplemented from time to time (the "Declaration"). The capitalized terms used herein shall have the meanings given them in the Declaration.

B. Section 12.4 of the Declaration provides, in pertinent part, that the Declaration may be amended by Association at any time as set forth therein.

C. The homeowners-members of the Association wish to amend the Declaration to provide an alternative means of enforcing the Declaration and the rules and regulations of the Association.*

NOW, THEREFORE, in consideration of the recitals and by virtue of the authority of the Association as aforesaid:

12.9.1 DUE PROCESS. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directions of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or his Member's Permittees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

12.9.2 NOTICE. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Review Committee (as defined below) at which time the Owner shall present reasons why a fine(s) should not be imposed. All notices under this Section 12.9.1, et. seq. shall be provided to the owner via regular mail. At least fourteen (14) days' notice of such meeting shall be given.

*The below amendments were passed by the necessary vote of the Membership at a duly called meeting on April 19, 1997, at which a quorum was present.

(3)

12.9.3 REVIEW COMMITTEE. The Board of Directors shall appoint a Review Committee to perform the functions given it under this Section. The Review Committee shall consist of at least five (5) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother, or sister of such an officer, director or employee. The Review Committee may impose fines only upon a majority vote thereof.

12.9.4 HEARING. The alleged non-compliance shall be presented to the Review Committee at a meeting at which it shall hear reasons why a fine(s) should not be imposed. Legal counsel will have no standing and shall not be allowed to address the Review Committee. A written decision of the Review Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

12.9.5 AMOUNTS. The Review Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner as follows:

- (1) In the case of each violation, a fine not to exceed the maximum amount permissible by law; provided, however, that
- (2) To the extent permitted by law, the Board of Directors may adopt a rule whereby any violations of a continuing nature described in that rule will constitute a separate violation (i.e., be subject to a separate fine) for each day or week (as determined in the rule) it continues after notice to the violating party.

12.9.6 PAYMENT OF FINES. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

12.9.7 COLLECTION OF FINES. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

12.9.8 APPLICATION OF PROCEEDS. All monies received from fines shall be allocated at the discretion of the Board of Directors.

12.9.9 NON-EXCLUSIVE REMEDY. 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 against any damages which the Association may otherwise be entitled to recover by law from such Owner.

