Doc # 2007323171, OR BK 14224 Page 2010, Number Pages: 64, Filed & Recorded 10/11/2007 at 03:59 PM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING $545.50

This instrument prepared by
or under the direction of:

Loretta Kallay Prettyman, Attorney
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

After recording, return to:

Karen M. Meenan
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, FL 32202

DEERWOOD, UNIT FIVE
CONTIGUOUS COTTAGE COLONY LAND
DEERWOOD VILLAS I, A CONDOMINIUM
AND
DEERWOOD VILLAS II, A CONDOMINIUM
COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT Stockton, Whately, Davin & Company, a Florida corporation, the original Developer, together with William A. Hamilton and Doris K. Hamilton, heretofore recorded covenants and restrictions in Official Records Book 3165, at Page 592 of the Public Records of Duval County, Florida (hereinafter defined as "Previous Declaration") on the following described lands:

> DEERWOOD, UNIT FIVE, according to the Plat recorded in Plat Book 34, Pages 41 and 41A, of the Public Records of Duval County, Florida, and upon
>
> A portion of Section 24, Township 3 South, Range 27 East, Duval County, Florida, more particularly described as follows and referred to as the "Cottage Colony Land":
>
> For the point of beginning, begin at the Northwesterly most corner of Lot 4, Block 32, as shown on said plat of DEERWOOD, UNIT FIVE; run thence North 74°14'11" West a distance of 386.82 feet to the Northeasterly most corner of Tract 26 as shown on the plat of said DEERWOOD, UNIT FIVE; run thence South 21°52'30" West a distance of 96.38 feet to a point; run thence South 48°36'30" West a distance of 50.70 feet to a point; run thence South 8°59'30" East a distance of 110.56 feet to a point in a curve; run thence Northeasterly, along the arc of a curve, concave Southeasterly and having a radius of 134.00 feet, a chord distance of 105.15 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 80°53'57" East; run thence South 76°00'00" East a distance of 268.00 feet to a point of curvature; run thence Southeasterly, along the arc of a curve, concave Northwesterly and having a radius of 878.02 feet, a chord distance of 21.00 feet to a point, the bearing of the aforementioned chord being South 76°41'07" East; run thence North 14°00'00" East a distance of 185.56 feet to the point of beginning and

THAT Stockton, Whatley, Davin & Company, did further heretofore record a Declaration of Condominium of Deerwood Villas I, a Condominium, in Official Records Book 3457, Page 185 of the Public Records of Duval County, Florida (the "Villas I Declaration") on the following described lands:

> All of Tracts Twenty-seven (27) and Twenty-eight (28) and all of Lots One (1), Two (2), Three, (3), Four (4), Five (5) and Six (6) in Block Thirty-Four (34) of Deerwood, Unit Five, according to the Plat thereof recorded in Plat Book 34, Pages 41 and 41A of the Public Records of Duval County, Florida, (the "Villas I Property"),

which Villas I Declaration, at Article VII thereof, subjects the Villas I Property to the provisions of the Previous Declaration, and

THAT Stockton, Whatley, Davin & Company, did further heretofore record a Declaration of Condominium of Deerwood Villas II, a Condominium in Official Records Book 3776, Page 791 of the Public Records of Duval County, Florida (the "Villas II Declaration") on the following described lands:

Parcel A:

Lots One (1) through Five (5), both inclusive, in Block Thirty-three (33) of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida.

Parcel B:

That certain piece, parcel or tract of land situate, lying and being in and a part of Section 24, Township 3 South, Range 27 East, Duval County, Florida which is more particularly described as follows:

For Point of Reference, commence at the Northwesterly corner of Lot Six (6) in Block Eight (8) of Deerwood, Unit Two, according to the plat thereof recorded in Plat Book 33 at pages 58 and 58A of the current public records of Duval County, Florida and run South 37°06'06" West, along the Westerly boundary of said Lot Six (6) a distance of 130.00 feet to a point in the Northerly boundary of the lands described in Official Records Volume 2146, page 371 of said public records for Point of Beginning.

From the Point of Beginning thus described, run North 56°03'30" West, along the Northerly boundary of said lands, a distance of 450.00 feet to a point; run thence South 48°20'00" West a distance of 512.73 feet to a point; run thence South 89°55'31" West a distance of 140.83 feet to a point in the Easterly right of way line of Southside Boulevard (Alternate U.S. Highway No. 1, State Road No. 115, a 300-foot right of way as now established); run thence North 0°04'29" West, along said Easterly right of way line of Southside Boulevard, a distance of 634.01 feet to a point; run thence due East, a distance of 233.60 feet to a point; run thence South 64°41'10" East a distance of 225.05 feet to a point; run thence South 25°18'50" West a distance of 71.55 feet to a point; run thence South 56°03'30" East a distance of 624.26 feet to a point in said Westerly boundary of Lot Six (6) in Block Eight (8) of Deerwood, Unit Two; run thence South 37°06'06" West, along said Westerly boundary line a distance of 43.58 feet to the Point of Beginning.

Parcel C:

An easement, thirty-five feet (35') in width, for ingress and egress and for the construction, installation, maintenance, and replacements of underground utility lines; facilities and equipment on, over, across and through that certain piece; parcel of strip of land situate, lying and being in and a part of Section 24, Township 3 South, Range 27 East, Duval County, Florida which is more particularly described as follows:

For Point of Beginning, begin at the Southwesterly corner of Lot Three (3) in Block Thirty-three (33) of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, said point also being the extreme Northwesterly corner of Lot Four (4) in said Block 33, and run South 8°12'19" West, along the Westerly boundary of said Lot Four (4) a distance of 34.33 feet to a point; run thence Southwesterly, along the arc of a curve concave Northwesterly and having a radius of 266.62 feet, a chord distance of 99.80 feet to a point of reverse curvature, the bearing of the aforementioned chord being South 79°8'17" West; continue thence Southwesterly, along the arc of a curve, concave Southeasterly and having a radius of 70.00 feet, a chord distance of 98.99 feet to the point of tangency of said curve, the bearing of the aforementioned chord being South 44°55'31" West; run thence South 0°4'29" East, 35 feet easterly from and parallel to the Easterly right of way line of Southside Boulevard (Alternate U.S. Highway No. 1, State Road No. 115, a 300-foot right of way as now established) a distance of 166.30 feet to a point; run thence due West a distance of 35.00 feet to a point in said Easterly right of way line of Southside Boulevard, said point being located 634.01 feet; Northerly from the extreme Northwesterly corner of that certain property described in Official Records Volume 2146, page 371 of the current public records of said county, when measured along said Easterly right of way line; run thence North 0°4'29" West, along said right of way line; a distance of 166.25 feet to a point of curvature; run thence Northeasterly, along the arc of a curve, concave Southeasterly and having a radius of 105.00 feet, a chord distance of 148.49 feet to a point of reverse curvature, the bearing of the aforementioned chord being North 44°55'31" East; continue thence Northeasterly, along the arc of a curve, concave Northwesterly and having a radius of 231.62 feet, a chord distance of 106.89 feet to a point in the Westerly boundary of said Lot Three (3) in Block Thirty-three (33) of Deerwood, Unit Five, the bearing of the aforementioned chord being North 76°35'05" East; run thence South 8°12'19" West, along the Westerly boundary of said Lot Three (3); a distance of 7.09 feet to the Point of Beginning, (the "Villas II Property")

which Villas II Declaration, at Article 7 thereof, subjects the Villas II Property to the provisions of the Previous Declaration.

All of the land above-described hereinafter sometimes referred to as "said land," and the parties above did prior hereto place upon said land the following covenants and restrictions, to run with the title to said land, and the grantee of any deed conveying any lot or lots, parcels or tracts shown on said plat or any parts or portions of said land, was deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with and be bound by all such covenants and restrictions. Wherever lots or parcels are referred to herein, same shall include lots and parcels as same may have been replatted or redescribed and shall include unplatted parcels within the "Cottage Colony Land" and condominium units created pursuant to the Villas I Declaration and the Villas II Declaration.

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

The organizing committee for The Deerwood Improvement Association, Inc., (the "Association") consisting of:

Linda Baucom
10018 Leisure Lane North, #38
Jacksonville, FL 32256
(904) 645-3521

Richard Schrader
10129 Cross Greenway, #112
Jacksonville, FL 32256
(904) 645-9166

Phillip Davis
10108 Leisure Lane North, #32
Jacksonville, FL 32256
(904) 641-6551

does hereby submit these covenants and restrictions for revival pursuant to Section 720.403, Florida Statutes, hereinafter defined as the "Revived Declaration"

This Revived Declaration governs only the lots, parcels, and units, whether platted or unplatted, which were encumbered by the Previous Declaration, as amended, and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration, as amended, except as otherwise provided by Section 720.404(3), Florida Statutes.

The voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of the parcel owner under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owner under the Previous Declaration.

1. Said lands shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any part of said lands other than single family residences and apartment buildings, condominiums, townhouses, rowhouses and other buildings containing dwelling units designed only for single family occupancy. No building at any time situate on any part of said lands shall be used for any commercial, hospital, sanitarium, school, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, or for any business purpose other than rental for personal accommodations, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these covenants and restrictions. Buildings located on said lands may be rented as transient accommodations but only with the prior written consent of the Developer and in accordance with the terms and conditions of such consent as the same may be from time to time amended by the Developer. No garage apartment, rooming house, boarding house, hotel, motel, tourist or motor court shall be erected or allowed to remain on any part of said lands and no building on any part of said lands at any time shall be converted into a garage apartment or into a rooming house, boarding house, hotel, motel, tourist or motor court.

2. A building plot shall refer to all or any parts of said lands which form or will form an integral unit of land suitable for use as a single family or multi-family residential site. However, without the written approval of the Developer, no building plot shall have an area of less than 7500 square feet.

3. (a) All of the property shown on said plat and designated thereon as Parcel AA is and shall remain privately owned and the sole and exclusive property of the Developer, its successors and grantees, if any, of said Parcel. The Developer, however, does hereby grant to

the present and future owners of any parts of said lands and to the lawful occupants of any buildings thereon and to their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer to serve said lands, holders of mortgage liens on said lands and such other persons as the Developer from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across said Parcel AA together with the non-exclusive and perpetual right of ingress and egress over and across the property designated as Parcels A, B, C, D and E on the plat of Deerwood, Unit One as recorded in Plat Book 32, pages 54, 54A and 54B of the current public records of Duval County, Florida, and over and across the property designated as Parcels F, G and H on the plat of Deerwood, Unit Two, as recorded in Plat Book 33, pages 58 and 58A of said public records, and over and across the property designated as Parcels, J, K, L, M, N, O and P on the plat of Deerwood, Unit Three, as recorded in Plat Book 33, pages 90, 90A, 90B, 90C and 90D of said public records and over and across the property designated as Parcels Q, R, S, T, U, V, W, X, Y and Z on the plat of Deerwood, Unit Four, as recorded in Plat Book 34, at pages 40, 40A, 40B, 40C and 40D of said public records, subject however, to the right of the Developer to cancel and terminate such rights of ingress and egress over a portion of said Parcel A as provided hereinafter in paragraph 3(c). All of said Parcels shown on said several plats herein referred to, are and shall remain privately owned and the sole and exclusive property of the Developer, its successors and grantees, if any, of said Parcels. Said Parcels A, B, C, D, E, F, G, H, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z and AA, as designated on said plats herein referred to, are hereby defined and for convenience are referred to in these covenants and restrictions as "access ways." Regardless of the preceding provisions of this paragraph 3(a), the Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer, may create or participate in a disturbance or a nuisance on any part of the lands included in said plats of Deerwood, Unit One, Deerwood, Unit Two, Deerwood, Unit Three, Deerwood, Unit Four, Deerwood, Unit Five, or on any part of the Cottage Colony Land herein described. Notwithstanding anything contained in this paragraph 3(a) or on said plats herein referred to, the rights of ingress and egress granted in this paragraph 3(a) and by said plats over and across the property designated on the plat of Deerwood, Unit Three, as Parcel L, may not be executed and recorded in the public record of Duval County, Florida, a supplemental instrument, the prohibition against the exercise of such rights, but following the execution and recordation of such supplemental instrument, the prohibition against the exercise of such rights set forth in this sentence shall have no further force or effect.

(b) The Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic or vehicles which in the sole opinion of the Developer (1) would or might result in damage to said access ways or pavements or other improvements thereon or (2) would or might create safety hazards or result in a disturbance or nuisance on the access ways or on any part of said lands, and the right, but no obligation, to control and permit or prohibit parking on all or any part of said access ways. No motorcycles, motorbikes, motorscooters, motorcarts, powered midget cars or other motorized passenger vehicles, except passenger automobiles, may be operated on any of the access ways or on any part of said lands.

(c) The Developer reserves and shall have the sole and absolute right at any time by instrument recorded in the public records of Duval County, Florida to cancel and terminate all rights of ingress and egress granted in paragraph 3(a) hereinabove over and across all or any part of that portion of the property designated as Parcel A on the plat of Deerwood, Unit One which lies between the easterly right-of-way line of State Road No. 115 (designated on the plat of Deerwood, Unit One as State Road No. 10) and a line connecting the southwesterly corner of Lot 11 in Block 16 as shown on said plat of Deerwood, Unit Three with the northwesterly corner of Lot 1 in Block 17 as shown on such plat, provided, however, that as conditions to the exercise by the Developer of such right of cancellation and termination the Developer first shall have executed and recorded in the public records of Duval County, Florida the supplemental instrument referred to in the last sentence of paragraph 3(a) hereinabove and shall have constructed at its expense, pavement of comparable materials and width as the pavement now located on said Parcel A, such pavement to connect Parcel B as shown on the plat of Deerwood, Unit One with the aforementioned State Road No. 115 (a presently existing paved public road, street or highway) and with such pavement to be located within the parcels designated as Parcels P, K and L on the plat of Deerwood, Unit Three. From and after any such cancellation and termination of rights of ingress and egress the term "access ways" as used in

these covenants and restrictions shall not be deemed to include the part of the aforementioned Parcel A with respect to which the ingress and egress rights shall have been cancelled and terminated in accordance with the provisions of this paragraph 3(c).

(d) The Developer shall have 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, placed or located on any building plot, if the location of the same will, in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the access ways.

(e) In the event and to the extent that the Parcels referred to in this paragraph 3 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 paragraph 3 thereafter shall be of no further force or effect.

4. In connection with improvements on said lands, there may be constructed from time to time on property within said lands common areas, such as patios, play areas, gardens, walkways, outdoor cooking and eating facilities, swimming pools and similar recreational installations intended for common areas and the persons entitled to use the same and may establish or approve in writing reasonable rules and regulations shall be required a condition to the use thereof. The Developer may at any time without cause or liability terminate the use of all of those persons previously designated or approved by the Developer. Unless and until the Developer shall so terminate the use of any such common area, those persons entitled to use such common area shall have the non-exclusive right to the use of such common area, all use thereof by the persons previously designated or approved shall automatically cease and terminate.

5. No residential building may be hereafter erected on any building plot unless the proposed building will contain the minimum required square footage of floor area. Such minimum requirement for each building plot will normally be specified in the deed from the Developer conveying that building plot. Unless otherwise specified in such deed, the area to be considered in determining the minimum required square footage of floor area shall exclude screened or unscreened porches, garages and carports. The minimum required square footage as specified in the deed from the Developer may not thereafter be reduced without the prior written consent of the Developer. In any event and whether or not any minimum required square footage of floor area shall have been so specified in a deed or deeds from the Developer, no building shall be erected or reconstructed on any building plot unless each dwelling unit within such building shall contain at least 1,300 square footage of floor area exclusive of screened or unscreened porches, balconies, patios, garages and carports, unless the Developer shall, prior to the commencement of construction or reconstruction of such building, consent that such building may contain dwelling units with less square footage of floor area than is hereinabove specified. The term 'dwelling unit' as used in this paragraph 5 means a residential living unit designed for occupancy by one family only. Further, without the prior approval of the Developer, no building shall be erected on any building plot in excess of two (2) full stories in height, exclusive of gables or attic, above the normal surface of the ground.

6. Each building erected on any part of said lands may, at the option of the owner but only with the prior written consent of the Developer, have attached thereto one or more utility yards. Each utility yard shall be walled or fenced, and the entrance thereto shall be screened, using materials with a height and design approved by the Developer, in such manner that structures and objects located therein shall present, from the outside of such utility yard, a broken and obscured view to the height of such wall or fence. The following buildings, structures, and objects may be erected and maintained and allowed to remain on a building plot only if the same are located wholly within the main building or wholly within a utility yard: Pens, yards and houses for pets, aboveground storage of construction materials, wood, coal, oil and other fuels, clothes racks and clotheslines, clothes washing and drying equipment, laundry rooms, tool shops and work shops, servants quarters, garbage and trash cans and receptacles (other than the underground receptacles referred to in paragraph 23 hereof) and any other structures or objects determined by the Developer to be of an unsightly nature or appearance. Above ground exterior air conditioning and heating equipment shall be located wholly within the utility yard if such yard shall be constructed at the same time as the main building; however, if a utility yard is not so constructed, such equipment may be installed on the exterior of the main building provided such equipment is screened on all sides, using materials and with a height and design approved by the Developer.

7. Except as provided in paragraph 8, no detached outbuilding, as said term is defined herein, shall be erected or allowed to remain on any part of any building plot on said lands. The term "detached outbuilding," as used in these covenants and restrictions, means only a garage, carport, hothouse, greenhouse, children's playhouse, outdoor fireplace, barbeque pit, swimming pool installation, or any other structure approved in advance by the Developer, and which is detached from the main building located or to be located on such building plot.

8. Any detached outbuilding, as defined in paragraph 7 hereof, may be erected and maintained within a utility yard authorized by paragraph 6, but any such detached outbuilding, any part of which extends above the top of the fence or wall enclosing such utility yard shall be subject to the approval of the Developer pursuant to the provisions of paragraph 10. Detached outbuildings which are not located in a utility yard may be erected and allowed to remain on a building plot only with the prior written consent of the Developer and only if the location and plans and specifications therefore have been approved by the Developer pursuant to the provisions of paragraph 10, but no such detached outbuilding shall be commenced, erected, maintained or allowed to remain on a building plot outside of such a utility yard unless and until such consent has been first obtained.

9. (a) There are shown on said plat front building restriction lines affecting each platted lot.

(b) No part of any building, detached outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure (other than driveways, walks and parking areas, the location and design of which have been approved by Developer) shall be erected, placed or allowed in the area of any building plot on said lands lying between the front building restriction line as shown on said plat and the access way or ways on which the building plot abuts, except that (i) with the prior written consent of the Developer and subject to the conditions and requirements of any such consent, a hedge, fence or wall may be erected, placed or allowed in such area and (ii) with the prior written consent of the Developer, any detached outbuilding which is designed as an incidental structure in connection with the erection of any multi-family housing project on any building plot on said lands may extend not more than five (5) feet beyond the front building restriction line as shown on said plat, provided the Developer shall first approve the nature, location and design of any such incidental detached outbuilding which otherwise meets the provisions of this instrument.

(c) Except with the prior written consent of the Developer, no part of any building, detached outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure (other than driveways and walks, the location and design of which have been approved by Developer) shall hereafter be erected, placed or allowed on said lands within 10 feet of the rear lines of the lots shown in Blocks 32 and 33 on said plat; however, a hedge, fence or wall which extends not more than 3 feet above the surface of the ground and which conforms to and does not violate other provisions hereof may be erected, placed or allowed in said restricted area without such consent.

(d) Except with the prior written consent of the Developer, no part of any building, detached outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure (other than driveways and walks, the location and design of which have been approved by Developer) shall hereafter be erected, placed or allowed nearer than 10 feet to any interior side line of any building plot on said lands. However, all or any part of a utility yard (including structures or objects therein), hedge, fence or wall which do not extend more than 3 feet above the surface of the ground and which confirms to and does not violate other provisions hereof may be erected, placed and allowed in said restricted area without such consent.

(e) Notwithstanding any other provisions of these covenants and restrictions, no part of any utility yard, fence, wall or any type or kind of permanent structure shall be erected, placed or allowed within any of the areas designated as easements on said plat or hereunder or by any other instrument relating to any of said lands heretofore recorded in the public records of Duval County, Florida. Any hedge, shrub, tree or other planting placed within any of such areas designated as easements shall forthwith be removed by the building plot owner if and when such owner is required or requested so to do by the Developer.

(f) Regardless of the preceding provisions hereof, no hedge, fence or wall of any kind shall be hereafter erected, placed or allowed on any part of the Cottage Colony Land without the prior written consent of the Developer.

(g) As used in these covenants and restrictions the term "interior side line" refers to a building plot side line which is not contiguous to one or more access ways.

10. For the purpose of further insuring the development of said lands as a residential area of highest quality and standards, and in order that all improvements on each building plot shall present an attractive and pleasing appearance from all sides and from all points of view, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each building plot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, garage, carport, driveway, parking area, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main building, shall be commenced, placed, erected or allowed to remain on any building plot, nor shall any addition to or exterior change or alteration thereto (including but not limited to changes in exterior color schemes or finish) be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building plot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Developer shall require, including, if so required, plans for the grading and landscaping of the building plot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Developer and until a copy of all such plans and specifications, as finally approved by the Developer, have been lodged permanently with the Developer. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of said lands or contiguous lands. In this connection the Developer shall have the right to require that the outside of fences, walls or utility yards be appropriately landscaped. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of the proposed constructions and of the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. Such building plans and specifications shall be prepared by a qualified, registered architect for the specific use of the property owner submitting the same, and shall consist of not less than the following: Foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Developer for approval such samples of building materials proposed to be used as the Developer shall specify and require. Regardless of the preceding provisions of this paragraph 10, it shall not be necessary to submit plans and specifications to, nor to obtain the approval of the Developer for any detached outbuilding, as defined in paragraph 7, which is to be erected and maintained wholly within a utility yard authorized by paragraph 6, if no part of such detached outbuilding extends above the top of the fence or wall enclosing such utility yard. In the event the Developer fails to approve or disapprove such building plans and specifications within 30 days after the same have been submitted to it as required above, the approval of the Developer shall be presumed and the provisions of this paragraph 10 shall be deemed to have been complied with. However, no residence or other building, structure or improvement which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a building plot on said lands.

11. (a) Unless the prior written approval of Developer has been obtained, doors and entrances to garages and carports shall be located in such a manner or shall be screened (using materials and design approved by the Developer) so that such doors and entrances shall not be visible from that portion of any access way on which the building plot abuts.

(b) Unless the prior written approval of the Developer has been obtained, the sides and rear of carports shall be screened (using materials and design approved by the

Developer) so that such doors and entrances shall not be visible from that portion of any access way on which the building plot abuts.

12. Private passenger automobiles of the occupants and their guests bearing no commercial signs may be kept or parked only in garages or carports or in parking areas whose design and location shall have been approved in writing by the Developer prior to the construction thereof. No other wheeled vehicles of any kind (other than unmotorized bicycles which must be kept and parked when not in use only within a garage or carport or within a utility yard meeting the requirements of paragraph 6 hereof) and no boats or boat trailers may be parked on any part of said lands, without the prior written consent of the Developer. Regardless of the preceding provisions, pickup and delivery vehicles may be parked in parking areas designated by the Developer during the times necessary and solely for the purpose of such pickup and delivery services.

13. A plate showing the number or numbers of the building shall be placed on each building plot on which a building is located and at the option of the property owner, a name plate showing the name of the owner may also be placed on such building plot. However, the size, location, design and type of material for each such plate shall be first approved by the Developer.

14. Unless the prior written approval of the Developer has been obtained, no window air-conditioning units shall be installed in any building.

15. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the buildings located on each building plot shall be concealed and located underground so as not to be visible. Electrical service is provided by the City of Jacksonville, Florida through underground primary service lines running to transformers. The Developer has provided an underground conduit to serve each building plot on said lands extending from the point of the applicable transformer at a point at or near the property lines, with such conduits being located in access ways or easement areas. Each building plot owner who requires an original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires (including those in the conduits provided by the Developer), conductors and other electric facilities from the point of the applicable transformer to the buildings on the plot and all of the same shall be and remain the property of the owner from time to time of each such building plot. The conduit provided by Developer to serve each such building plot shall be, become and remain the property of the owner from time to time of that building plot. The owner from time to time of each building plot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary underground electric system extending from the applicable transformer to the building or buildings on his plot.

16. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main building and all related structures shown on the plans and specifications approved by the Developer pursuant to paragraph 10 must be completed in accordance with said plans and specifications within twelve months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities, or unless the time for completion is extended by the Developer in writing. Prior to completion of construction, the property owner shall install at his expense a suitable paved driveway from the paved portion of the abutting access way to his building plot line and shall remove the curbing at the edge of the paved portion of the abutting access way to the extent necessary for entrance into the driveway and replace same with suitable valley curb or gutter so as to provide for entrance into the driveway and also proper and continued drainage along the edge of the paved portion of the access way. The location, design and type of material for each such driveway and curb or gutter shall first be approved by the Developer and the subsurface of the portion of the driveway between the building plot. During construction on any building plot, all vehicles involved in such construction, including those delivering material and supplies, shall enter upon such building plot from the access way only over the installed replacement curb or gutter and driveway subsurface, and such vehicles shall not be parked at any time on the access way or ways or upon any property other than the building plot on which the construction is proceeding.

17. No picnic areas and no detached outbuildings as defined in paragraph 7 shall be erected or permitted to remain on any building plot prior to the start of construction of a permanent residential building thereon.

18. Except for structures which are permitted by other provisions hereof to be located within a utility yard authorized by paragraph 6, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any building plot. However, this paragraph shall not prevent the use of a temporary construction shed during the period of actual construction of the buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workers during the course of such construction.

19. No trailer, basement, garage, or any outbuilding of any kind, even if otherwise permitted hereunder to be or remain on a building plot, shall at any time be used as a residence either temporarily or permanently.

20. Except as otherwise permitted herein or by the prior written consent of the Developer no sign of any character shall be displayed or placed upon any building plot except "For Rent" signs, which signs may refer only to the particular premises on which displayed, shall not exceed two square feet in size, shall not extend more than four feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one sign to a property. The Developer may enter upon any building plot and summarily remove and destroy any signs which do not meet the provisions of this paragraph.

Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any building plot except "For rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed two square feet in size, shall not extend more than four feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one sign to a property. The Developer may enter upon any building plot and summarily remove and destroy any signs which do not meet the provisions of this paragraph. Notwithstanding the foregoing, any parcel owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

21. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, dvs, apartments and other structures as the Developer may deem advisable for development, rental or sale purposes.

22. No radio or television aerial or antenna nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building plot or on any portion of any building plot nor occupied by a building or other structure unless and until the location, size and design thereof shall have been approved by the Developer. Notwithstanding the foregoing, satellite dishes and antennae complying with applicable FCC Regulations shall not be prohibited. The provisions of this paragraph 22 shall not apply to equipment or devices located wholly within a utility yard meeting the requirements of paragraph 6 hereof.

23. No garbage or trash incinerator shall be placed or permitted to remain on a building plot or any part thereof. Garbage, trash and rubbish shall be removed from the building plots only by services or agencies approved in writing by the Developer. After the erection of any building on any building plot, the owner or owners shall keep and maintain on said plot covered garbage containers in which all garbage shall be kept until removed from the building plot. Except as otherwise specified from time to time by the Developer in writing, such garbage containers shall be kept at all times either within a utility yard or within underground garbage receptacles located on the building plot or on the access way at such location as shall be approved by the Developer. Any such underground garbage receptacles shall be constructed so that garbage containers will not be visible.

24. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Developer. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall

receptacles attached to the residential buildings, each property owner, on the request of the Developer, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residential buildings.

25. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl or poultry or guineas shall be kept, permitted, raised or maintained on any building plot on said land. No other animals, birds or fowl shall be kept, permitted, raised or maintained on any building plot except as permitted in this paragraph 25. Not more than two dogs, not more than two cats, not more than two birds (excluding parrots) and not more than two rabbits may be kept on any building plot occupied by a single family residence for the pleasure and use of the occupants but not for any commercial or breeding use or purpose. Not more than one dog, not more than one cat, and not more than two birds (excluding parrots) may be kept in any apartment or condominium unit or in any townhouse or rowhouse, but not for any commercial or breeding use or purpose. However, if any of such permitted animals or birds shall, in the sole opinion of the Developer, become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wild life, they may not thereafter be kept on the building plot. Birds and rabbits shall be kept caged at all times.

26. No illegal, noxious or offensive activity shall be permitted or carried on on any part of said lands, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain or any part of said lands, nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of said lands.

27. No owner of a building plot shall plant or place any shrubbery, hedges, trees or other plantings on any part of said lands lying outside the owner's building plot. No living tree having a diameter greater than ten inches, breast high, may be cut on any of said lands without first obtaining the written consent of the Developer, except such trees as shall be growing within twenty feet of the main building and any attached utility yard to be erected on the building plot.

28. No artesian wells may be drilled or maintained on any building plot without first obtaining the consent of the Developer. Rock wells may be drilled and maintained on any building plot. Unless the prior written approval of the Developer has been obtained no such well shall be placed or allowed within any of the areas affected by easements given, reserved or referred to in these covenants and restrictions, whether or not such easements shall be designated on said plat. However, the central water supply system provided for the service of said lands shall be used as the sole source of water for all water spigots and outlets located within all buildings and improvements located on each building plot, and each property owner at his expense shall connect his water lines to the water distribution main provided to serve that owner's property and shall pay connection and water meter charges established or approved by the Developer. After such connection, each property owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof. No individual water supply system or well shall be permitted on any building plot except solely for use to supply water for use on the building plot for air-conditioning and heating installations, irrigation purposes, swimming pools or other exterior use.

29. The central sanitary sewage collection and disposal system (referred to as "sewage system") serving the building plots on said lands shall be the only sanitary sewage disposal service or facility used to serve each building plot on said lands and the improvements thereon and the occupants thereof. Each property owner shall at his expense connect his sewage disposal lines to the sewage collection line provided as a part of the sewage system to serve that owner's property so as to comply with the requirements of the operator of the sewage system and shall pay such contributions in aid-of-construction and connection charges as are approved by Developer and required to be paid by the operator of the sewage system. After such connection, each property owner shall pay when due the periodic charges or rates for the furnishing of such sewage disposal service made by the operator of the sewage system. No septic tank shall be permitted on any building plot and no sewage disposal service or facility shall be used to serve the building plot or the improvements thereon or the occupants thereof other than the sewage system. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or access way. Except with the prior written consent of the

Developer and of the operator of the sewage systems, no water discharged from heating or air conditioning systems or from a swimming pool shall be discharged into the sewage collection lines of the sewage system.

30. The Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on , over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all easement areas reserved or granted in other instruments heretofore recorded in the public records of Duval County, Florida and on, in, over and under all of the easements shown on said plat (whether such easements are shown on said plat to be for drainage, utilities or other purposes) and on, in, over and under a 5-foot strip at the back of each lot and on, in, over and under a 5-foot strip along the interior side lot lines of each lot shown on said plat, and on, in, over and under a 5-foot strip along the northerly boundary line and a 5-foot strip along the easterly boundary line of the Cottage Colony Land. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph 30. The owners of the building plots subject to the privileges, rights and easements referred to in this paragraph 30 shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment of facilities placed on , over or under the property which is subject to said privileges, rights and easements. All such easements including those designated on said plat are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns.

31. The platted lots on said plat shall not be resubdivided or replatted except as provided in this paragraph. Any lot or lots shown on said plat may be resubdivided or replatted (by deed or otherwise) by the Developer or by others with the prior approval of the Developer in any manner which produces one or more building plots each of which shall meet the requirements of paragraph 2. The several covenants, restrictions, easements and reservations herein set forth, in case any of said lots shall be resubdivided or replatted as aforesaid, shall thereafter apply to the lots as resubdivided or replatted instead of applying to the lots as originally platted except that no such resubdivision or replatting shall affect easements shown on said plat.

32. Certain parcels or property owned by the Developer are shown on said plat as "Not Included in This Plat" and as Tracts 26, 27, and 28. Regardless of the location of such parcels "Not Included in This Plat" and of said Tracts 26, 27 and 28 and regardless of the use to which said parcels and tracts now or hereafter may be put, said parcels and tracts are and shall remain privately owned and, except for that part of the Cottage Colony Land owned by William A. Hamilton and Doris K Hamilton, his wife, at the time the original Protective Covenants for Deerwood, Unit Five at the Contiguous Cottage Colony Land was recorded, shall remain the sole and exclusive property of the Developer and its successors, assigns and grantees, if any, of said parcels and tracts or of any rights , title, interest, easements or privileges of any kind in, to, over, upon or with respect to any of said parcels or tracts. Should the owners of building plots or residents or any other persons be permitted or allowed any rights to the use of any part of said parcels or tracts, either by acquiescence or express consent of the Developer, all such rights may be terminated and cancelled by the Developer at any time without cause or liability.

33. (a) An artificial lake is now located on each parcel or property designated on said plat as Tracts 26, 27 and 28. Except with the prior written approval of the Developer no building plot owner or resident or anyone acting with the permission of any such owner or resident shall have any right to go upon or to make any use whatsoever of any of said Tracts 26, 27 and 28 or to place any structure or object thereon or to pump or otherwise remove any water from said lakes for purposes of irrigation or other use.

(b) So long as said lakes exist on said Tracts 26, 27 or 28, each building plot owner whose plot adjoins or abuts any of said Tracts 26, 27 or 28 shall keep his plot and the portion of the adjoining or abutting tract between his plot and the water's edge at the lake bank grassed, trimmed and cut and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank and prevent erosion. However, except with the prior written approval of the Developer, the shoreline contour of the lake may not be changed

and no plot may be increased in size by filling in the lake and no plot may be dug out or dredged so as to cause the water of the lake to protrude into the plot.

(c) The Developer shall have the sole and absolute right, but no obligation, to control the water level of each and all of the above mentioned lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on each and all of said lakes.

(d) No rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air conditioning systems, waste water (other than surface drainage) rubbish, debris, ashes or other refuse shall be placed or deposited in any of the above mentioned lakes or on any portion of said Tracts 26, 27 and 28. However, the Developer and its successors, assigns and grantees shall have the right at any time and from time to time to fill in any one or more of said Tracts 26, 27 and 28 and to eliminate any one or more of the lakes now located thereon and to use said Tracts as building plots subject to the provisions of these covenants and restrictions.

34. The Developer shall have the sole and absolute right at any time, with the consent of the City Council of the Consolidated City of Jacksonville or the governing body of any other municipality or body politic then having jurisdiction over said lands, to dedicate to the public all or any part of Tracts 26, 27 and 28 owned by the Developer, all or any part of the easements reserved herein (including those shown on said plat), all or any part of any other easements reserved or granted in other instruments heretofore recorded in the public records of Duval County, Florida, all or any part of Parcel AA shown on said plat, all or any part of Parcels A, B, C, D and E shown on the aforementioned plat of Derwood, Unit One, all or any part of Parcels F, G and H shown on the aforementioned plat of Deerwood, Unit Two, all or any part of Parcels, J, K, L, M, N, O and P shown on the aforementioned plat of Deerwood, Unit Three, and all or any part of Parcels Q, R, S, T, U, V, W, X, Y and Z shown on the aforementioned plat of Deerwood, Unit Four.

35. The owner of each building plot, whether such plot be improved or unimproved, shall keep such plot free of tall grass, undergrowth, dead trees, dead tree limbs, weeds, trash and rubbish, and shall keep such plot at all times in a neat and attractive condition. In the event the owner of any building plot fails to comply with the preceding sentence of this paragraph 35, the Developer shall have the right, but no obligation, to go upon such building plot and to cut and remove tall grass, undergrowth and weeds and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such building plot, which expense shall be payable by such owner to the Developer on demand.

36. Section 1. (a) Each building plot and dwelling unit in Deerwood, Unit Five and on the Cottage Colony Land are subjected hereby to an annual maintenance assessment as hereinafter provided. Each such annual maintenance assessment shall be assessed for and shall cover the calendar year. Commencing January 1, 1971, and on the same day of each year thereafter, each building plot and dwelling unit in Deerwood and on the Cottage Colony Land shall be assessed and the owner thereof shall pay to The Deerwood Improvement Association, Inc., a Florida corporation not for profit, hereinafter called the Association, at the office of the Association in Jacksonville, Duval County, Florida, or at such other place as shall be designated by said Association, in advance, the annual maintenance assessment with respect to each such building plot and dwelling unit as fixed by said Association, and such payments shall be used by said Association to create and continue maintenance funds to be used as hereinafter set forth. Such annual maintenance assessments shall become delinquent if not paid by February 1 of the calendar year for which assessed and shall bear interest at the rate of six per cent per annum from said date until paid. The annual maintenance assessment may be adjusted from year to year by said Association as the needs of the property subject thereto in the judgment of said Association may require.

(b) Such annual maintenance assessment shall consist of an "annual basic charge" and, if so determined by the Association, an "annual additional charge," as follows:

(1) Each building plot, improved or unimproved, shall be assessed and the owner or owners thereof shall pay an "annual basic charge." Such "annual

basic charge" shall be assessed against such building plots proportionately to their respective square foot areas, but in no event shall such "annual basic charge" exceed one-fifth of one cent per square foot of area per year. If a building plot is occupied by a condominium, the "annual basic charge" assessed upon such building plot shall be prorated equally among and assessed against each condominium parcel in such condominium, regardless of the size of the condominium units.

(2) In addition to the "annual basic charge" and whether or not the maximum amount of "annual basic charge" has been assessed, each dwelling unit in Deerwood, Unit Five and on the Cottage Colony Land, if so determined by the Association, shall be assessed and the owner thereof shall pay an "annual additional charge" in such amount as the Association shall fix. Such "annual additional charge," if so fixed and assessed, shall be uniform in dollar amount as between all dwelling units located in Deerwood, Unit Five and on the Cottage Colony Land. However, if any such "annual additional charge," with respect to any single improved building plot, or, in the case of a condominium, with respect to any single condominium parcel, shall exceed a maximum of 15 mills on the dollar of the full assessed value (unreduced by any homestead or other exemption) of such improved building plot and the improvements constructed thereon, or of such condominium parcel, as the case may be, (exclusive of personal property) as fixed by the assessor for ad valorem real estate taxation by the Consolidated City of Jacksonville, Florida, then as fixed by an assessor of comparable taxation by a governmental authority) for the calendar year covered by such "annual additional charge," the building plot owner or the owner of the condominium parcel, as the case may be, shall be entitled to a refund of such excess providing written application therefore is filed with the Association at its office on or before December 31 of such year.

(c) The term "dwelling unit" as used in this paragraph 36 means a residential living unit designed for occupancy by one family only, the construction of which has been substantially completed on January 1 of the calendar year for which the applicable annual maintenance assessment shall be fixed and assessed, whether or not the dwelling unit be occupied. The term "dwelling unit" includes detached single-family residences, condominium units, apartment units and units located in townhouses, rowhouses or other buildings, and regardless of where located , each such unit shall constitute a separate dwelling unit. Occupancy of all or any part of any such dwelling unit on or preceding any January 1 shall be conclusive evidence of substantial completion thereof as of said date.

Section 2. (a) The Association annually shall fix and assess against the building plots and dwelling units in Deerwood, Unit Five and on the Cottage Colony Land, and the owners thereof shall pay, as a part of the annual maintenance assessment, such minimum rate or amount as shall be sufficient, in the judgment of said Association, to enable said Association:

(1) To make payment of all ad valorem taxes assessed against any of the access ways and Tracts 26, 27 and 28 as shown on said plat and to make payment of all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to said Association, and to make payment of any other taxes, including income taxes, payable by said Association;

(2) To pay all annual current expenses required for the reasonable repair and maintenance of the access ways, including the paved portions thereof; and

(3) To provide a deposit to a reserve fund (hereafter called paving reserve fund) which, with future annual deposits thereto, will be sufficient in the judgment of said Association to cover the cost of anticipated future periodic major construction and reconstruction, including complete resurfacing, of the paved portions of the access ways which are a part of the land included in the plat of Deerwood, Unit Five. The funds deposited to the paving reserve fund of Deerwood, Unit Five shall not be used for any purpose other than the periodic major construction and reconstruction, including complete resurfacing, of the paved portions of the access ways incidental to such major construction and reconstruction.

(b) The Association by assessing and collecting annual maintenance assessments shall thereby obligate itself to make the payments and deposits referred to in Section 2(a) above. In fixing the minimum rate or amount of assessment referred to in Section 2(a) above, the Association may take into account any maintenance or construction work on the access ways assumed or to be performed by any public body.

Section 3. The maintenance funds provided by the annual maintenance assessments, to the extent not required for the purposes as set forth in Section 2 of this paragraph 36, may be used for the following but only for the following purposes:

(1) Payment of operating expenses of said Association;

(2) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways;

(3) Maintenance, improvement, and operation of drainage easements and systems;

(4) Maintenance, improvement and beautification of parks, lakes, ponds and buffer strips;

(5) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by said Association;

(6) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by said Association;

(7) Providing fire protection but only when and to the extent specifically authorized by said Association;

(8) Doing any other thing necessary or desirable, in the judgment of said Association, to keep said lands neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or which, in the judgment of said Association, may be of general benefit to the owners or occupants of said lands;

(9) Doing any other thing agreed to by the Association and by the then owners of 75 per cent or more of the land area included in said lands.

(10) Repayment of funds and interest thereon, borrowed by the Association and used for any of the purposes referred to in this Section 3 or in Section 2 above.

Section 4. (a) Except as otherwise provided in this paragraph 36, it shall not be necessary for said Association to allocate or apportion the maintenance funds or expenditures therefrom between the various purposes specified in this paragraph 36, and the judgment of said Association in the expenditure of the maintenance funds shall be final. Said Association in its discretion may hold the maintenance funds invested or uninvested, and may reserve such portions of the maintenance funds invested or uninvested, and may reserve such portions of the maintenance funds as the Association determines advisable for expenditure in years following for which the annual maintenance assessment was assessed.

(b) Each annual maintenance assessment and interest thereon shall constitute a debt from the owner or owners of the property against or with respect to which the same shall be assessed, payable to said Association on demand, and shall be secured by a lien upon such property and all improvements thereon. Said lien shall attach annually as hereinafter provided and shall be enforceable by said Association in a court of competent jurisdiction. In the event said Association shall institute proceedings to collect or enforce such assessment or the lien therefore said Association shall be entitled to recover from the owner or owners of such property all costs, including reasonable attorneys' fees, incurred in and about such proceedings and all such costs shall be secured by such lien.

(c) Each such annual lien, as between said Association on the one hand, and the owner and owners of such property and any grantee of such owner and owners on the other hand, shall attach to the property against which such annual maintenance assessment shall be assessed and fixed as of January 1 of the year for which such annual maintenance assessment shall be assessed, said date of January 1 being the attachment date of each such annual lien. However, regardless of the preceding sentence of this paragraph, each such annual lien shall be subordinate and inferior to the lien of any first mortgage encumbering said property if but only if

such mortgage was recorded in the public records of Duval County, Florida prior to the attachment date of such lien. The foreclosure of any such first mortgage and the conveyance of title pursuant to foreclosure proceedings or by voluntary deed in lieu of foreclosure shall not affect or impair the existence, validity or priority of the annual maintenance assessment liens thereafter assessed hereunder with respect to such property. Upon request said Association shall furnish any owner or mortgagee a certificate showing the unpaid maintenance assessments, if any, against any property and the year or years for which any such unpaid maintenance assessments were assessed and fixed.

Section 5. The 15-mill maximum amount of the "annual additional charge" provided for in Section 1(b) of this paragraph 36, and any increase of same effected pursuant to this Section 5, may be increased by the Association from time to time, with the consent of the then owners of 75 per cent or more of the land area included in said lands.

Section 6. The Developer shall have the sole and exclusive right at any time and from time to time to withdraw from The Deerwood Improvement Association, Inc. all of the rights, powers, privileges and authorities granted said corporation as contained in this paragraph 36, and to transfer and assign all of such rights, powers, privileges, and authorities to, and to withdraw the same from, such other person, firm or corporation as the Developer may select. In the event of such transfer and assignment, all maintenance funds then on hand shall be forthwith paid over and delivered to the transferee or assignee, and such transferee or assignee, by accepting such funds, shall assume all obligations of the Association hereunder.

37. Whenever there shall have been built or there shall exist on any building plot any structure, building, thing or condition which is in violation of these covenants and restrictions the Developer shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the owner to the Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Developer liable in anywise for any damages on account thereof.

38. Wherever in these covenants and restrictions the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a consent in writing by the Developer. In the event the Developer fails to act on any such written request within 30 days after the same has been submitted to the Developer as required above, the consent or approval of the Developer to the particular action sought in such written request which violates any of the covenants or restrictions herein contained.

39. The Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these covenants and restrictions or under the provisions of said plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the then owners of 50 per cent or more of the land area included in said lands. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid. None of the provisions of this paragraph 39 shall apply to or affect the provisions of paragraph 36 hereof.

40. The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions other than those contained in paragraph 36, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said lands which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

41. In addition to the rights of the Developer provided for in paragraph 40, the Developer reserves and shall have the right, with the consent of the then owners of 75 per cent or more of the land area included in said lands to amend or alter these covenants and restrictions and any parts thereof in any other respects, except that the provisions of paragraph 36 hereof may not be amended or altered under the provisions of this paragraph 41.

42. .No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of Deerwood, Unit Five or on any part of the Cottage Colony Land.

43. If any person, firm, corporation or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or any person or persons owning any building plot or dwelling unit on said lands (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph 43 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, which term whenever the context requires hereunder, shall include its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

44. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

45. The following provisions are applicable only to portions of Block 32, Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34, Pages 41 and 41A, of the Public Records of Duval County, Florida:

(a) Notwithstanding any provision contained in these Covenants and Restrictions to the contrary, each of the following described parcels located in Block 32 of the plat of Deerwood, Unit Five, shall hereafter constitute an individual single family residential Building Plot, and no structure shall be erected or permitted to remain on any Building Plot other than a detached, single family residence, as required and permitted pursuant to said Covenants and Restrictions as amended hereby:

Parcel 11:

A portion of Lot 4 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows:

For Point of Beginning, commence at the Northwest corner of the aforementioned Lot 4, and run South 89°49'11" East, along the Northerly boundary of said Lot 4, a distance of 60.06 feet to a point; run thence South 2°21'39" East a distance of 197.72 feet to a point on the Southerly boundary of the aforementioned Lot 4; run thence along said Southerly boundary and along the arc of a curve, concave Northerly and having a radius of 878.02 feet, a chord distance of 60.84 feet to a point, the bearing of the aforementioned chord being North 82°51'38" West, run thence North 2°21'39" West a distance of 190.34 feet to the Point of Beginning.

Parcel 12:

A parcel of land comprised of portions of Lot 3 and Lot 4 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows:

For point of reference, commence at the Northwest corner of the aforementioned Lot 4, and run South 89°49'11" East, along the Northerly boundary of said Lot 4, a distance of 60.06 feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue South 89°49'11" East, along said Northerly boundary, a distance of 60.06 feet to a point; run thence South 2°21'39" East a distance of 200.89 feet to a point on the Southerly boundary of the aforementioned Lot 3; run thence along the Southerly boundary of the aforementioned Lot 3 and of Lot 4, and along the arc of a curve, concave Northerly and having a radius of 878.02 feet, a chord distance of 60.28 feet to a point, the bearing of the aforementioned chord being North 86°48'48" West; run thence North 2°21'39" West a distance of 197.72 feet to the Point of Beginning.

Parcel 13:

A parcel of land comprised of portions of Lot 3 and Lot 4 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows:

For point of reference, commence at the Northwest corner of the aforementioned Lot 4, and run South 89°49'11" East, along the Northerly boundary of said Block 32, a distance of 120.12 feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue South 89°49'11" East, along said Northerly boundary, a distance of 60.06 feet to a point; run thence South 2°21'39" East a distance of 199.92 feet to a point on the Southerly boundary of the aforementioned Lot 3 run thence along the Southerly boundary of the aforementioned Lot 3, and along the arc of a curve, concave Northerly and having a radius of 878.02 feet, a chord distance of 60.03 feet to a point, the bearing of the aforementioned chord being South 89°15'38" West; run thence North 2°21'39" West a distance of 200.89 feet to the Point of Beginning.

Parcel 14:

A parcel of land comprised of portions of Lot 2 and Lot 3 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows:

For point of reference, commence at the Northwest corner of the aforementioned Block 32 and run South 89°49'11" East, along the Northerly boundary of said Block 32, a distance of 1810.18 feet to a point for Point for Beginning.

From the Point of Beginning thus described, continue South 89°49'11" East, along the Northerly boundary of the aforementioned Lot 3, a distance of 45.23 feet to an angle point; run thence North 63°24'19" East, along said Northerly boundary, a distance of 25.00 feet to a point; run thence South 9°25'54" East a distance of 237.07 feet to a point on the Southerly boundary of the aforementioned Lot 2; run thence along the Southerly boundary of the aforementioned Lot 2 and Lot 3, as follows: first course, along the arc of a curve, concave Northeasterly and having a radius of 50.95 feet, a chord distance of 26.54 feet to a point of reverse curvature, the bearing of the aforementioned chord being North 73°35'38" West; second course, along the arc of a curve, concave Southerly and having a radius of 110.00 feet, a distance of 65.77 feet to a point of reverse curvature, the bearing of the aforementioned chord being North 75°53'15" West; third course, along the arc of a curve, concave Northerly and having a radius of 878.02 feet, a chord distance of 8.97 feet to a point, the bearing of the aforementioned chord being South 87°00'33" West; run thence North 2°21'39" West a distance of 199.92 feet to the Point of Beginning.

Parcel 15:

A parcel of land comprised of portions of Lot 2 and Lot 3 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows:

For point of reference, commence at the Northwest corner of the aforementioned Block 32, and run along the Northerly boundary of said Block 32, as follows: first course South 89°49'11" East a distance of 225.41 feet to an angle point; second course, North 63°24'19" East a distance of 25.00 feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue North 63°24'19" East, along the Northerly boundary of the aforementioned Block 32, a distance of 75.00 feet to a point; run thence South 21°54'21" East a distance of 222.72 feet to a point on the Southerly boundary of the aforementioned Block 32, as follows: first course, along the arc of a curve, concave Southeasterly and having a radius of 244.65 feet, a chord distance of 89.41 feet to a point of reverse curvature, the bearing of the aforementioned chord being South 57°55'55" West; second course, along the arc of a curve, concave Northerly and having a radius of 50.95 feet, a chord distance of 37.96 feet to a point, the bearing of the aforementioned chord being South 69°26'26" West; run thence North 9°25'54" West a distance of 237.07 feet to the Point of Beginning.

Parcel 16:

A parcel of land comprised or portions of Lots 2 and 3 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly as follows:

For point of reference, commence at the Northwesterly corner of the aforementioned Block 32, and run along the northerly (or northwesterly) boundary of said Block 32 as follows: first course, South 89°49'11" East a distance of 225.41 feet to an angle point; second course, North 63°24'19" East a distance of 100.00 feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue North 63°24'19" East along said boundary of Block 32 a distance of 100.00 feet to a point; run thence South 28°15'27" East a distance of 229.51 feet to a point on the southerly boundary of said Block 32; run thence along said southerly boundary as follows: first course, along the arc of a curve, concave Northwesterly and having a radius of 296.52 feet, a chord distance of 97.71 feet to a point of reverse curvature, the bearing of the aforementioned chord being South 65°26'35" West; second course, along the arc of a curve, concave Southeasterly and having a radius of 244.65 feet, a chord distance of 27.50 feet to a point, the bearing of the aforementioned chord being South 71°41'00" West; run thence North 21°54'21" West a distance of 222.72 feet to the Point of Beginning.

Parcel 17:

A parcel of land comprised of portions of Lots 1 and 2 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows:

For point of reference, commence at the Northwesterly corner of the aforementioned Block 32, and run along the northerly (or northwesterly) boundary of said Block 32 as follows: first course, South 89°49'11" East a distance of 225.41 feet to an angle point; second course, North 63°24'19" East a distance of 200.00 feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue North 63°24'19" East along said boundary of Block 32 a distance of 100.00 feet to a point; run thence South 35°26'13" East a distance of 186.94 feet to a point on the southerly boundary of said Block 32; run thence along said southerly boundary, being along the arc of a curve, concave Northwesterly and having a radius of 296.52 feet, a chord distance of 130.00 feet to a point, the bearing of the aforementioned chord being South 43°17'49" West; run thence North 28°15'27" West a distance of 229.51 feet to the Point of Beginning.

ADDITIONAL PARCEL IN BLOCK 32:

The following legally-described parcel, also sometimes referred to as "Parcel 18", consists of that *portion* of Lot 1, Block 32, of Deerwood, Unit Five, according to the Plat thereof recorded in Plat Book 34, Pages 41 and 41A of the Public Records of Duval County, Florida that is *not* a part of Parcel 17 immediately herein above described and is the same parcel as described in that certain Warranty Deed dated January 17, 1995 and recorded February 3, 1995 in Official Records Book 8028, Page 23 of the Public Records of Duval County, Florida:

A parcel of land comprised of a portion of Lot 1 in Block 32, of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34, at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows:

Begin at the extreme easterly corner of said Lot 1 and run South 30°39'20" West along the southeasterly line of said Lot 1 and along the westerly (at this point) right of way line of Parcel F of Deerwood, Unit Two, according to the plat thereof recorded in Plat Book 33 at Page 58 of said public records a distance of 179.19 feet to a point; run thence North 35°26'13" West a distance of 186.94 feet to a point on the northwesterly (or rear) lot line of said Lot 1; run thence North 63°24'19" East along said line distance of 122.98 feet to the most northerly corner of said Lot 1; run thence South 59°20'40" East along the northerly or northeasterly line of said Lot 1 a distance of 104.37 feet to the Point of Beginning.

(b) The Building Plots resulting from the immediately preceding subparngraph (a) and legally described therein shall not hereafter be resubdivided or replatted except in conformity with the provisions of these Covenants and Restrictions.

(c) Unless the Developer shall give its prior written consent, no residential building may be hereafter erected on any Building Plot described in immediately preceding subparagraph (a) unless the proposed residence will contain at least 2,000 square feet, but not in excess of 3,000 square feet, of floor area, in conformity with the provisions of these Covenants and Restrictions.

(d) In addition to "utility yard" as elsewhere defined in and covered by these Covenants and Restrictions, the owners of the Building Plots may construct an enclosed patio which shall be walled or fenced, and the entrance thereto screened, using materials and with a height and design approved by the Developer or its successors, in such manner that structures and objects located therein shall present, from the outside of such patio, a broken or obscured view to the height of such wall or fence. The construction of any such utility yard or patio shall always be in compliance with the provisions of these Covenants and Restrictions. From and after the date hereof, referenced in these Covenants and Restrictions to "utility yard" shall, as to the Building Plots described in immediately preceding subparagraph 47(a), include any "patio" meeting the requirements herein set forth.

(e) Notwithstanding any provision contained herein to the contrary, no part of any residential building, patio, utility yard, hedge, fence, wall, or any type or kind of permanent structure shall hereafter be erected, placed, or allowed on the Building Plots described in immediately preceding subparagraph (a), within 50 feet of the rear (or northwesterly) property lines of said Building Plots; provided, however, that with the prior written consent of the Developer or its successors and subject to the conditions and requirements of any such consent, a hedge, fence, or wall which extends not more than 3 feet above the surface of the ground which conforms to and does not violate other provisions hereof, may be erected, placed, and allowed in said restricted area, if the design thereof has been approved by the Developer or its successors.

(f) In addition to the matters set forth elsewhere in these Covenants and Restrictions, the building plans and specifications and the exterior color schemes and finishes and material samples required under these Covenants and Restrictions shall, unless the Developer or its successor shall give its prior written consent to the contrary, contemplate and include, among other things, as to the Building Plots, described in immediately preceding subparagraph (a) a residential structure with a roof line with a pitch of at least 5/12, covered by hand split cedar shake shingles, with the exterior of any such building consisting of antique or used brick, shell finish stucco, board-and-batten, or natural stone, all in earth tones of shades of greens and brown only and as approved by the Developer or its successor, and, in addition, there must be submitted with said construction plans and specifications, a landscaping and grounds plan prepared by professional landscape planners for the particular Building Plot involved contemplating expenditures for landscaping items (including, in any event, an underground sprinkler system), all costing not less than $5,000.00.

(g) Notwithstanding any provisions hereof to the contrary, carports shall not be permitted on the Building Plots and each residence hereafter constructed on any such Building Plots shall include an attached garage located in conformity with the provisions of these Covenants and Restrictions and also located so that the garage doors and entrances shall not be visible from the rear (or northwesterly) property line of the applicable building plot. All such garages shall have the capacity for at least two automobiles and be equipped with standard overhead doors connected to remote-controlled garage door openers, which shall be maintained by the owner in proper working order.

(h) In addition to all other provisions of these Covenants and Restrictions, no wheeled vehicles of any kind except passenger automobiles and no recreational vehicles or boats may be kept or parked on the Building Plots unless same are completely inside the required garage or within a utility yard or patio meeting the requirements of paragraph above, except that private automobiles of the occupants or guests bearing no commercial signs may be parked in the driveway or parking area on such building plots from the commencement of use thereof in the morning to the cessation of use thereof in the evening, and neither wheeled vehicle of any kind (including recreational vehicles) nor boats, which by reason of size would not be substantially obscured from view from the outside of the applicable utility yard or patio, shall be kept or parked in any such utility yard or patio.

(i) Pursuant to the provisions of the "Additional Covenants and Restrictions for Parts of Block 32 of Deerwood, Unit Five," dated February 24, 1981 and recorded March 13, 1981 in Official Records Book 5298, Page 664, and "Second Additional Covenants and Restrictions for Parts of Block 32 of Deerwood, Unit Five" dated September 28, 1981 and recorded September 28, 1981 in Official Records Book 5419, Page 339, both of the Public Records of Duval County, Florida, (jointly the "Instruments") the easements reserved in these Covenants and Restrictions on , in, over, and under a 5-foot strip along the interior side lot lines of Lots 1,2,3 and 4 in Block 32 were and are hereby abandoned, disclaimed, released, relinquished, and declared to be null and void and of no further force or effect, as if the same had never existed, and, in lieu thereof, the Instruments created and reserved to the Developer or its successors, easements for like purposes on, in, over, and under a 5-foot strip along the interior side lot lines of the Building Plots described in immediately preceding subparagraph (a) and included the westerly line of the Building Plot designated as Parcel 11 in immediately preceding subparagraph (a) and provided that the easement along the easterly line of the Building Plot designated as Parcel 13 in immediately preceding subparagraph (a) shall be 7.5 feet is width rather than 5 feet in width.

(j) Pursuant to the Instruments and hereby, the 15-foot easement shown on the plat of Deerwood, Unit Five along the line dividing Lot 2 from Lot 3 in Block 32, Deerwood Unit Five, was abandoned, disclaimed, released, relinquished, and declared to be of no further force of effect, as if the same had never existed, and in lieu thereof, the Instruments created and reserved to the Developer or its successors, easements for like purposes on, in, over, and under the following described land being portions of Lots 1,2, and 3 in said Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34, Pages 41 and 41A of the public records of Duval County, Florida:

For point of reference, commence at the Northwest corner of Lot 4 in said Block 32 and run along the Northerly boundary of the aforementioned Block 32, as follows: first course, South 89°49'11" East a distance of 225.41 feet to a point; second course, North 63°24'19" East a distance of 92.47 feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue North 63°24'19" East, along said Northerly boundary of Block 32, a distance of 207.53 feet to a point; run thence South 35°26'13" East a distance of 50.60 feet to a point; run thence South 21°54'21" East of 173.33 feet to a point on the Southerly boundary of the aforementioned Block 32; run thence along the

Southerly boundary of said Block 32 and along the arc of a curve, concave Southerly and having a radius of 244.65 feet, the following chord bearings and distances: first course, South 69°20'23" West a distance of 7.50 feet to a point; second course, South 57°55'55" West a distance of 89.41 feet to a point of reverse curvature; continue thence along said Southerly boundary and along the arc of a curve, concave Northerly and having a radius of 50.95 feet, a chord distance of 61.28 feet to a point of reverse curvature, the bearing of the aforementioned chord being South 84°32'15" West; run thence North 66°42'39" East a distance of 139.32 feet to a point; run thence North 21°54'21" West a distance of 217.17 feet to the Point of Beginning.

(k) Pursuant to the Instruments and hereby, an easement was and is established over and across the northwesterly fifty (50) feet of the Building Plots described as Parcel 16 and Parcel 17 in immediately preceding subparagraph (a) and over and across the westerly or southwesterly, seven and one-half (7.5) feet of the Building Plot described as Parcel 16 in immediately preceding subparagraph (a).

(l) The Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releasable easement, privilege, and right on, over, and under the ground to erect, maintain, and use lighting, electric, and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, telephone, gas, lighting, irrigation and sprinkler systems, water, drainage, sewage, and other conveniences or utilities, including cable television, on, in, over, and under all of those portions of the Building Plots which lie within 50 feet of the rear (or northwesterly) property lines of said Building Plots. The Developer or its successors shall have the unrestricted and sole right and power of alienating or releasing the privileges, rights, and easements referred to in this paragraph shall acquire no right, title, or interest in or to any wires, cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the property which is subject to said privileges, rights, and easements. All such easements are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns.

(m) Subject to the provisions of these Covenants and Restrictions and subject to the provisions of that certain "Water and Sewage Agreement, Deerwood, Unit Five and Contiguous Cottage Colony Land" as recorded in Official Records Volume 3173 at page 650 of the public records of Duval County, Florida, (the "Agreement"), Southside Utilities, Inc., its successors and assigns, were and hereby granted and given the exclusive right and privilege, in, under, upon, over and across the easements hereinabove created and reserved for the same purposes and uses the easements granted to Southside Utilities, Inc. in said Agreement.

46. Prior hereto, Developer and Southside Utilities, Inc. entered into a "Water and Sewage Agreement, Deerwood, Unit Five and contiguous Cottage Colony Land" (hereinafter the "Agreement") which was recorded in Official Records Book 3173, Page 650 of the Public Records of Duval County, Florida, which in part provides that certain rights and privileges of Southside Utilities, Inc. cannot be altered or amended without the consent and agreement of Southside Utilities, Inc. to the extent the provisions of the Agreement remain in full force and effect, and provides for the consent and agreement of Southside Utilities, Inc., or its successors or assigns; the terms thereof are incorporated herein by reference to the extent they remain in full force and effect; specifically, Southside Utilities, Inc., its successors and assigns, are granted the exclusive and right and privilege, as set for the Agreement, in, under, upon, over, and across the easements set forth below in this paragraph, for the same purposes and uses as the easements granted to Southside Utilities, Inc., in the Agreement.

Notwithstanding any provision contained herein to the contrary, and to the extent such lands have been submitted to the condominium form of ownership by the recording of a Declaration of Condominium, the provisions of Paragraph 4 of these Covenants and Restrictions shall not apply to the lands, whether tracts or lots, in Block 34, Deerwood, Unit Five, according to the Plat thereof recorded in Plat Book 34, Pages 41 and 41A of the Public Records of Duval County, Florida; as contemplated by Paragraph 1 of that certain Amendatory Instrument dated December 8, 1972 and recorded in Official Records Book 3440, Page 843 of the Public Records of Duval County, Florida, the easements in said Block 34, Deerwood, Unit Five, being easements in Lots 3 and 4 between Tracts 27 and 28 and those easements at the easterly lines of

Lots 1 and 6, and those easements, as to said Block 34, as provided for elsewhere in these Covenants and Restrictions, on, in, over and under a 5-foot strip at the back of each lot and on, in, over and under a 5-foot strip along the interior side lot lines of each lot in said Block 34 were and are hereby abandoned, disclaimed, released, relinquished and declared to be null and void and of no further force or effect as if the same had never existed. However, nothing contained herein shall be deemed to abandon, disclaim, release or relinquish or in any manner affect any easements, rights, or privileges hereinafter reserved or granted in this instrument or any reserved or to be reserved to any Declarant in said Declaration of Condominium hereinabove referred to.

Notwithstanding the submission of said Block 34 and all improvements thereon to condominium ownership, the Developer, for itself and its successors and assigns, did heretofore and for Southside Utilities, Inc., its successors and assigns as set out in the Agreement and for only those purposes and uses as set forth in the Agreement, reserve and was given perpetual, alienable and releasable easements, privileges and rights on, over and under the ground to erect, maintain and use electric, telephone and other utility poles, conduits, pipes, ducts, wires, and cables, television antennas, wires and cables for central antennae television rights and services and any and all other kinds and types of communication, informational and entertainment rights and services, conduits, water or gas mains, meters or equipment, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, radio, television, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under the following described portions of said Block 34 of Deerwood, Unit Five:

Easement Parcel 1: All of that portion of said Block 34 of Deerwood, Unit Five which lies between the 25-foot building restriction line shown in Block 34 on said recorded plat of Deerwood, Unit Five and right-of-way lines of the access ways surrounding said Block 34 (that is, Parcel "AA" as shown on said plat of Deerwood, Unit Five and Parcel "F" as shown on the plat of Deerwood, Unit Two, as recorded in Plat Book 33 at pages 58 and 58A of the current public records of Duval County, Florida.)

Easement Parcel 2: A strip of land 20.00 feet in width located in Lots 2,3,4 and 5 in Block 34 of DEERWOOD, UNIT FIVE, according to plat thereof recorded in Plat Book 34, pages 41 and 41A of the current public records of Duval County, Florida, said strip lying 10.00 feet on either side of the following described center line:

For point of reference, commence at the extreme Southerly corner of said Lot 4 and run South 68°15'18" West along the Northwesterly line of PARCEL "AA" as shown on said plat a distance of 23.20 feet to a point for point of beginning.

From the point of beginning thus described, run North 21°44'42" West a distance of 98.00 feet to a point; run thence North 14°00'00" East a distance of 186.70 feet to a point; run thence North 22°47'29" West a distance of 67.06 feet to a point; run thence North 14°00'00" East a distance of 82.30 feet to a point on the Northerly boundary of said Lot 3, said point being the termination of the center line herein described.

Easement Parcel 3: A strip of land 20.00 feet in width located in Lots 1,2,5 and 6 in Block 34 of DEERWOOD, UNIT FIVE, according to plat thereof recorded in Plat Book 34, pages 41 and 41A of the current public records of Duval County, Florida, said strip lying 10.00 feet on either side of the following described center line:

For point of reference, commence at the extreme Southeasterly corner of Lot 4 in said Block 34 and run South 68°15'18" West along the Northwesterly line of PARCEL "AA" as shown on said plat a distance of 23.20 feet to a point; run thence North 21°44'42" West a distance of 98.00 feet to a point; run thence North 14°00'00" East a distance of 150.32 feet to a point; run thence South 76°00'00" East a distance of 10.00 feet to a point for point of beginning.

From the point of beginning thus described, continue South 76°00'00" East a distance of 152.36 feet to a point; run thence North 68°15'18" East a distance of 51.42 feet to a point; run thence South 76°00'00" East a distance of 66.11 feet to a point; run thence North 14°00'00" East a distance of 133.00 feet to a point; run thence South 85°25'25" East a distance of 183.28 feet to a point on the Easterly boundary of said Lot 1, said point being the termination of the center line herein described.

The artificial lakes formerly located on Tracts 27 and 28 of Block 34, Deerwood, Unit Five, have been filled and eliminated as lakes and said Tracts 27 and 28, are to be building plots as defined in and covered by these Covenants and Restrictions. The Developer did heretofore abandon and relinquish any right it may have had to dedicate all or any part of said Tracts 27 and 28 to the public. Paragraphs 32, 33 and 34 hereof are deemed amended as to Tracts 27 and 28 of Block 34, Deerwood, Unit Five as provided in this paragraph.

47. The term "Owner" shall mean and refer to the owner in fee simple of any platted lot or other parcel located within the real property that is subject to the provisions of the Declarations.

48. In connection with the Association's right to control and approve the erection of all buildings, structures and other improvements within the real property subject to the Declaration, the Association may charge reasonable fees for processing requests for approval of proposed improvements. The amount of such fees shall be determined by the Association's Board of Directors in its reasonable discretion and shall be payable to the Association at the time that plans and specifications are submitted to the Association for review. Further, in connection with any such review, the Association may also collect a security deposit in a reasonable amount to be determined by the Association's Board of Directors, to secure compliance with the covenants and restrictions set forth in the Declarations and construction of improvements in accordance with plans and specifications approved by the Association. Once construction of approved improvements have been completed, each security deposit shall be returned to the applicable Owner. In the event that an Owner shall either violate the provisions of the Declaration or fail to complete such improvements in accordance with plans and specifications approved by the Association, the Association shall be permitted to use any such security deposit to fund the cost of enforcing compliance with the provisions of the Declarations or such approved plans and specifications. Nothing contained herein shall be considered as a limitation on the amount that the Association may recover from an Owner who violates any provisions of the Declaration or fails to complete improvements in accordance with approved plans and specifications.

49. In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) 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 Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Enforcement Committee: The Association's Board of Directors shall appoint an Enforcement Committee to perform the functions described by this Paragraph 3. The Enforcement Committee shall consist of at least three (3) members of the Association 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 Enforcement Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose a fine not to exceed the maximum amount allowed by law for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

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

(g) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an 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.

50. Any sums due to the Association from any Owner as the result of the Association causing maintenance or repair activities to occur on such Owner's platted lot or other parcel in accordance with the terms of the Declaration, may be collected in the same manner as assessments are collected under the provisions of the Declaration.

51. The covenants and restrictions numbered 1 through 50 above, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said lands and shall remain in full force and effect until the first day of January, A.D. 2014, and thereafter the said covenants and restrictions shall be automatically extended for successive periods of 25 years each, unless within six months prior to the first day of January, A.D. 2014, or within six months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then owners of 50 per cent or more of the land area included in said lands shall be placed on record in the office of the Clerk of the Circuit Court of Duval County, Florida, in which written agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this paragraph 51, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of 25 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph 51. Notwithstanding the foregoing provisions of this paragraph 51, none of the provisions of paragraph 36 may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this paragraph 51 unless and until the access ways have been dedicated to the public and the maintenance thereof has been assumed and accepted by the Consolidated City of Jacksonville, Florida or other body politic then having jurisdiction.

52. Exhibits. In accordance with Section 720.405(2), Florida Statutes, each parcel that is subject to this Revived Declaration is described by a legal description and name of the parcel owner as set forth in Exhibit "A" attached hereto and made a part hereof. The Articles of Incorporation for the Association are contained in Exhibit "B" attached hereto and made a part hereof. The By-Laws for the Association are contained in Exhibit "C" attached hereto and made a part hereof and a graphic description of the real property subject to the Revived Declaration is contained in Exhibit "D" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Association has hereunto set its seal this 1st day of October, 2007.

Signed, sealed and delivered in the presence of:

THE DEERWOOD IMPROVEMENT ASSOCIATION, INC., a Florida corporation not-for-profit

Linda L. Jones-Bowcom
Signature of Witness

By: William E. Kight
William E. Kight, President

Linda L. Jones-Bowcom
Printed Name of Witness

Cynthia Glazier
Signature of Witness

Attest: John Raines
John Raines, Secretary

Cynthia Glazier
Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 1st day of October ,2007, by William E. Kight, as President, and John Raines, as Secretary of The Deerwood Improvement Association, Inc., on behalf of the corporation for the purposes therein expressed.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known ✓ OR
Produced Identification ___

Sign _____

Print Douglas L. Scott

_____
Type of Identification

My Commission expires:

FTL_DB: 922634/180264:989403_2

Douglas L. Scott
My Commission DD266548
Expires November 12, 2007