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DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, RESTRICTIONS AND LIMITATIONS
FOR CORMORANT LANDING

THIS DECLARATION, made this 14th day of May, 1986, by D. W. HUTSON CONSTRUCTION, INC., a Florida corporation, hereinafter referred to as "Declarant", recites and provides:

RECITALS

A. Declarant is the owner of that certain real property (the "Property") located in Duval County, Florida, and more particularly described in Exhibit A attached hereto and made a part hereof.

B. It is the intention and desire of Declarant to develop the Property as a residential community with recreational facilities. Homes within the Property may be of different styles, all of which shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.

C. Declarant desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the Property, and to promote the recreational interest, health, safety and social welfare of each Owner of a portion of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each Owner of a portion thereof.

D. To provide for the efficient management of the Property, Declarant deems it desirable to create a non-profit association to own, operate, maintain and administer all of the common properties in Cormorant Landing. The Association shall have the power and duty, with respect to the properties owned by the association, to administer and enforce the easements, covenants, conditions, restrictions and limitations hereinafter set forth, to maintain and administer the Common Areas, as hereinafter defined, and to collect and disburse the assessments hereinafter created.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, including Declarant.

ARTICLE I

DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

(a) "ADB" shall mean and refer to the Architectural Design Board, as provided in Article VII hereof, which shall consist of at least three members who shall be appointed by the Board of Directors.

(b) "Association" shall mean and refer to The Cormorant Landing Owners Association, Inc., a Florida not-for-profit corporation, its successors and

assigns. The Articles of Incorporation and Bylaws for the Owners Association shall be referred to as the "Association Articles of Incorporation" and the "Association Bylaws" respectively. The Association shall own the Common Areas and shall be responsible for the operation and maintenance thereof.

(c) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

(d) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(e) "Charges" shall mean and include all General and Special Assessments & Parcel Assessments.

(f) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of the Owners. The Common Areas shall include, without limitation, Common Roads, parking lots, walkways, street lighting, signage, entry fence, sprinkler system, lagoons, lakes, ponds and watercourses, access, utility and drainage easements, guardhouse, gatehouse, tennis courts and related facilities.

(g) "Declarant" shall mean and refer to D. W. Hutson Construction, Inc., a Florida corporation, or to any successor or assign of all or substantially all of its interest in the development of the Property. The Declarant may also be an Owner for so long as the Declarant shall be record owner of any Parcel as defined herein.

(h) "Declaration" shall mean and refer to this Declaration of Easements, Covenants, Conditions, Restrictions and Limitations applicable to the Property.

(i) "Family" shall mean and refer to a social unit consisting of parents, and the children that they rear.

(j) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article VI entitled "Covenants for Maintenance Assessments," and elsewhere in this Declaration.

(k) "House" shall mean and refer to any single family residential dwelling constructed or to be constructed on or within any Parcel.

(l) "Interior Enclosed Area" shall mean and refer to any portion of a Yard that is shielded from the view of adjoining Parcels or Common Roads that adjoin the Property by reason of a privacy wall.

(m) "Living Space" shall mean and refer to any heated and air conditioned single family residential dwelling.

(n) "Master Plan" shall mean and refer to the conceptual plan for the development of the Property as a development which has been approved by The City of Jacksonville, Florida, as that plan may be amended from time to time.

(o) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration and/or the Association Articles of Incorporation and Bylaws.

(p) "Mortgage" shall mean any bona fide first mortgage encumbering a Parcel as security for the performance of an obligation.

(q) "Mortgagee" shall mean and refer to any institutional holder of a Mortgage such as a bank, savings and loan association, insurance company, or any other lender generally recognized as an institutional type lender.

(r) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owners shall not include those having an interest merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Parcel, the Owner of such Parcel shall be the purchaser under said contract and not the fee simple title holder. A contract for deed is defined as an agreement whereby the purchaser is required to make periodic payments toward the purchase of a Parcel for a period extending beyond nine (9) months from the date of the agreement, and where the purchaser does not receive title to such Parcel until all periodic payments are made, but is given the use and possession of the Parcel prior to such acquisition of title.

(s) "Parcel" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. Upon construction of a House, the term "Parcel" as used herein shall include the House and Yard.

(t) "Parcel Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Parcel. For purposes of assessment, each Parcel shall constitute one developed platted lot. Any portion of any platted lot shall be assessed on a prorata parcel basis.

(u) "Property" shall mean and refer to that certain real property described in Exhibit A.

(v) "Special Assessments" shall mean and refer to those Special Assessments referred to in Article VI hereof.

(w) "Utility System" shall mean and refer to the pipes, sewers, mains, collectors, conduits, lines and appurtenant access ways and facilities used in connection with sewage disposal, water supply, gas, electricity, telephone, cable television and all other related services.

(x) "Yard" shall mean and refer to any, and all portions of any Parcel lying outside the exterior walls of any House constructed on such Parcel and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of that land lying in Duval County, Florida, which is more particularly described in Exhibit A hereto.

Section 2. Parcel Descriptions. No Parcel upon which a House has been constructed shall be further subdivided or separated into smaller parcels by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective instruments. Declarant shall have the right to modify subdivision plats of the Property.

ARTICLE III

OWNERSHIP AND MEMBERSHIP

Section 1. Owners. A Parcel may be owned by one or more natural persons or an entity other than a natural person.

Section 2. Association Members. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Parcel except as provided for herein.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of Declarant while the Declarant is a Class B Member. Class A Members shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Parcel shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Parcel. The vote appurtenant to any Parcel shall be suspended in the event that, and for as long as, more than one Member holding an interest in that Parcel lawfully seeks to exercise it.

(b) Class B. The Class B Member shall be Declarant who shall be entitled to twelve (12) votes for each planned and unconveyed Parcel included within the Master Plan as long as Declarant is a Class B Member. The Class B membership shall cease (A) ninety (90) days after the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, it being intended that Declarant shall retain control of the Association until it has conveyed ninety (90)% percent of the Parcels included within the Master Plan; or (B) upon Declarant voluntarily conveying its voting rights to Class A members. When Class B membership ceases, Declarant shall become a Class A Member as to the remaining planned, but unconveyed Parcels it owns.

ARTICLE IV

OWNER'S RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Parcel, subject to the provisions of the Association's Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

(a) The right of the Association to charge assessments and other fees for the maintenance of the Common Area and the facilities and services provided Owners as described herein.

(b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Area, and the personal conduct of the Members and their guests thereon.

(c) The right of the Association to assess fines, suspend the voting rights and the right to use of the Common Area of an Owner for any period which any fine or assessment against his Parcel remains unpaid, without waiver or discharge of the Owner's obligation to pay the amount due, and for any other infraction of this Declaration, the Association Bylaws, or the Association Rules and Regulations for the duration of the infraction and for an additional period not to exceed thirty (30) days; provided, however, that the Association may not deny an Owner's right of ingress and egress to his Parcel.

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas, including, but not limited to the Common Roads, to any public agency or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the

Members. No such dedication or transfer shall be effective unless an instrument signed by the Owners of seventy-five percent (75%) of the Parcels has been recorded.

(e) The right of the Association (subject to the rights of the Owners set forth herein) to mortgage any or all of the facilities constructed on its property for the purpose of improvements or repairs to such property or facilities upon approval by the Class B Member, if any, and seventy-five percent (75%) of the Class A Members at a regular meeting of the Association or at a special meeting called for this purpose.

(f) The right of Declarant, and the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Area for the installation, maintenance and inspection of the Utility System and for drainage. The Association shall maintain all the natural and artificial lakes within the Property or part of the Property subject to this Declaration from the mean low water line. It is intended that the Association shall maintain all water surface areas. Access to the Association is granted hereby in the platted drainage easements. Each Parcel Owner whose lot fronts on any natural or artificial body of water shall maintain the rear yard of such lot to said mean low water line.

(g) The right of Declarant or Association to acquire, extend, terminate or abandon easements.

Section 2. Assignment of Rights to Tenant. Any Owner may assign his right of enjoyment to the Common Area and the facilities thereon to his tenant who resides on the Parcel, subject to the provisions of this Declaration, the Association Bylaws and the Association Rules and Regulations.

Section 3. Damage or Destruction of Common Areas By Owner. In the event any Common Area, facilities or personal property of the Association or of Declarant are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his family as a result of negligence or intentional acts, such Owner shall authorize the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Parcel Assessment.

Section 4. Title to Common Area. Declarant may retain title to the Common Area, or any portion thereof, until such time as it has completed all improvements thereto. Upon such completion, Declarant hereby covenants that it shall convey the Common Area to the Association subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Declarant shall reserve the right, after conveyance to the Association, to enter upon such Common Area for the purpose of construction of additional facilities, alteration of existing facilities, or creation of new easements or modification of pre-existing easements, or to exercise any other rights provided for elsewhere herein. Each Owner's obligation to pay Association assessments shall commence upon purchase of a Parcel. Such Association assessments shall, until January 1st of the year immediately following the conveyance of the first lot to an Owner, be \$300.00 per lot.

ARTICLE V

OWNERS ASSOCIATION

Section 1. Association Duties and Powers. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Bylaws and Articles of Incorporation,

together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to keep the Common Areas in good, clean, attractive and sanitary condition, order and repair, to otherwise maintain the Common Roads, all drainage ditches, drainage systems, and lakes and lagoons on the Property according to the requirements of law, to eliminate fire, health or safety hazards and to provide such other services or facilities which may be of general benefit to the Members and the Property.

Section 2. Grassing of Vacant Parcels. It shall be the obligation of each Owner to maintain his Parcel in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Parcel, cut weeds, and do such other things as it may deem necessary and appropriate. The costs incurred by the Association for such Parcel maintenance shall be a Parcel Assessment. If construction of a House on any Parcel has not begun within four years after conveyance of that Parcel by Declarant, the Association may install an irrigation system, plant grass and maintain the Parcel to provide a finished appearance. The costs of these services shall be a Parcel Assessment.

Section 3. Exterior Maintenance. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including but not limited to glass surfaces on doors, screens and screen doors, exterior door and window fixtures, terraces, patio and deck improvements or roofs.

Section 4. Other Maintenance.

(a) Owner's Responsibility. To the extent that maintenance is not provided by the Association, each Owner shall keep all parts of his Parcel in good order and repair and free of debris. If an Owner fails to maintain the exterior portions of his House and his Yard in a good and attractive manner, the Association, after written notice to the Owner and approval by a 2/3 vote of the Board of Directors, shall have the right to enter upon such Parcel to correct, repair, restore, paint, landscape and maintain any such part of the House and Parcel. All costs related to such correction, repair or restoration shall become a Parcel Assessment.

(b) Contract for Maintenance. Upon request of an Owner, the Association may, in its discretion, enter into a contract for the routine maintenance of those portions of the Parcel not required to be maintained by the Association on terms and conditions satisfactory to the Board of Directors. All costs therefor shall become a Parcel Assessment.

Section 5. Contracts.

(a) Subject to the approval of the Class B Member, if any, the Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities as the Board of Directors may choose. The Association shall be billed by its independent contractors, and the costs therefor shall be included within the General Assessment or Parcel Assessment, as the case may be.

Section 6. Security. The Association shall establish security procedures with respect to the Property. Such procedures may be adopted and from time to time changed by the Association as the Board of Directors chooses in its discretion. No representation, guaranty or warranty is made, nor assurance given, that the security systems and procedures for the Property will prevent personal injury or damage to or loss of property. Neither Declarant nor the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury or for any loss or damage to property which may occur within the Property, whether or

not it is due to the failure of the security system and procedures adopted from time to time.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligations for Assessments. All assessments and fines (referred to collectively in this Article as "Charges") together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Parcel against which the Charges are made, and shall also be the personal obligation of the person or entity who was the Owner of such Parcel at the time when the Charges were levied, and of each subsequent Owner. Each Owner of a Parcel, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the Charges established or described in this Article and in the Association Articles of Incorporation and Bylaws. No diminution or abatement of any Charges shall be allowed by reason of any alleged failure of the Association to perform some function required of it, or any alleged negligent or wrongful acts of the Association, or their officers, agents and employees or the non-use by an Owner of any or all of the Common Areas, the obligation to pay such Charges being a separate and independent covenant by each Owner.

Section 2. Annual General Assessment. Each Parcel is subject to Annual General Assessments by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and furnishing of services as set forth in this Declaration. As further described in this Article, the Board of Directors by majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Board of Directors shall set the date or dates that assessments shall become due, and may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of the assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 3. Special Assessment.

(a) By Meeting. In addition to the Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment applicable to that year and not more than the next four succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of all Members voting in person or by proxy at a regular meeting or special meeting called for that purpose.

(b) Emergency Assessment. In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and shall be due and payable at the time and in the manner specified by the Board of Directors.

(c) Capital Contribution Assessment. Each Parcel Owner shall be assessed at the time of closing of the Parcel being acquired an initial capital contribution, payable to the Association, in the amount of \$150.00.

Section 4. Parcel Assessments. In addition to the assessments authorized above, the Association may levy in any assessment year a Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Parcel, or any other maintenance or special services provided to such Parcel or its Owner, the cost of which is not included in the General Assessment.

Section 5. Commencement of Annual Assessments.

(a) Date of Commencement. (i) The Annual General Assessments provided for herein shall commence on the day of conveyance of the first Parcel to an Owner who is not Declarant. The initial assessment on any Parcel subject to assessment shall be collected at the time title to such Parcel is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the General or Special Assessments charged to that Owner's Parcel prorated to the date of closing based upon a 30-day month.

Section 6. Effect of Nonpayment of Assessment: Remedies of the Association.

(a) Late Fees, Interest. Any Charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined from time to time by the Board of Directors and may, upon resolution of the Directors, bear interest at a lawful percentage rate determined by the Directors.

(b) Lien. All Charges against any Parcel pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Parcel. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Parcel, or both. Costs and reasonable attorney's fees incurred in any such action may be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) Owner's Obligations. Each Owner, by acquisition of an interest in a Parcel, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Charges provided for herein by abandonment of his Parcel.

(d) Subordination of the Lien to Mortgages. The lien of the Charges provided for herein shall be inferior and subordinate to the lien of a mortgage held by a Mortgagee now or hereafter placed upon any Parcel subject to assessment so long as such mortgage lien is recorded prior to any Claim of Lien filed by the Association. Sale or transfer of any Parcel shall not affect the Charges lien; however, the sale or transfer of any Parcel pursuant to foreclosure of such Mortgage may extinguish the lien of such Charges as to payments which became due prior to such sale or transfer.

Section 7. Certificate of Payment. The Treasurer of the Association, upon demand of any Owner liable for Charges, shall furnish to

charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence; and (d) all properties owned by Declarant.

Section 10. Real Estate Taxes. In the event the Common Areas and facilities owned by the Association are taxed separately from the Parcels deeded to Owners, the Association shall include such taxes as part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Parcel owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Purpose. In order to preserve the natural beauty and aesthetic design of the development, and to promote the value of the development, the Property is hereby made subject to the following restrictions in this Article VII and every Parcel Owner agrees to be bound hereby.

Section 2. Architectural Design Board. The Board of Directors shall establish the Architectural Design Board ("ADB"), which shall consist of at least five (5) Members who may or may not be members of the Board of Directors, provided that prior to the termination of Declarant's rights to appoint and remove officers and directors of the Association, Declarant reserves the right to appoint the members of the ADB, which appointees do not have to be Owners. Each ADB Member shall be appointed for a one (1) year term commencing with the fiscal year of the Association and may be removed with or without cause by the Board at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member, provided that only Declarant shall have the right to remove ADB members which Declarant has appointed. The ADB shall meet at least monthly at such places as may be designated by the chairman. Three (3) members shall constitute a quorum for the transaction of business and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the ADB on any matter before it. The ADB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order to advise and assist the ADB in performing its functions as set forth herein.

Section 3. Construction Subject to Architectural Control. No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House, shall be undertaken on any Parcel unless and until a plan of such construction or alteration shall have been approved in writing by the ADB. Modifications subject to ADB approval specifically include, but are not limited to, painting or other alteration of a House (including doors, windows and roof); installation of solar panels or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences; addition of awnings, shutters, gates, flower boxes, shelves, statues, or other outdoor ornamentation; installation of patterned or brightly colored internal window treatment; any alteration of the landscaping or topography of the Parcel, including without limitation any cutting or removal of trees in excess of three inches in diameter at breast height; planting or removal of plants; creation or alteration of lakes, marshes, hammocks, lagoons or similar features of the Property and all other modifications, alterations or improvements visible from Common Areas or other Parcels. This Article shall not apply to any portion of the Property while it is being utilized by a governmental entity or developed by Declarant in accordance with the Master Plan.

such Owner a certificate in writing signed by such Treasurer setting forth whether such Charges have been paid.

Section 8. Budget.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) Initial Budget. Declarant shall determine the Association budget for the fiscal year in which a Parcel is first conveyed to an Owner who is not Declarant.

(c) Preparation and Approval of Annual Budget. Commencing with December 1 of the year in which a Parcel is first conveyed to an Owner who is not Declarant, and each year thereafter, on or before December 1, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budgets shall also include such reasonable amounts as the Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Board shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the assessments payable by each Member, on or before December 20 preceding the fiscal year to which the budget applies. The budget shall constitute the basis for determining each Owner's General Assessment as provided herein; provided, however, that the budget may not exceed 125 percent of the budget for the preceding year without the approval of a majority of the votes of the Members voting in person or by proxy at a regular meeting or special meeting of the Association called for that purpose.

(d) Reserves. The Board shall build up and maintain a reserve for working capital and contingencies, and a reserve for replacements which shall be collected as part of the Annual General Assessment as provided herein. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against the appropriate reserves. Reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority of the Members of the Association or, in the event of an emergency, if directed by the Board. If the reserves are inadequate for any reason, including nonpayment of any Owner's assessment, a further assessment may be levied in accordance with the provisions of Section 3 of this Article. The further assessment may be payable in a lump sum or in installments as the Board may determine.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay his assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

(f) Accounts. Except as otherwise provided herein, all sums collected by the Association with respect to assessments against the Owners may be commingled in a single fund.

Section 9. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; (b) all Common Areas; (c) all properties owned by any

Section 4. Architectural Review Procedures.

(a) Design and Construction Standards and Uniform Procedures. The ADB shall establish design and construction standards for all construction, other improvements and landscaping to which this Article applies, and uniform procedures for the review of the applications submitted to it. These standards and procedures shall be published in the ADB's Architectural Guidelines and Architectural Design Board Policies Manual. It shall be the responsibility of each Owner to obtain a copy of this manual prior to commencement of the design process of the House or other improvements and to deliver a copy thereof to the Owner's building architect and landscape designer.

(b) Application. The plans to be submitted to the ADB for approval shall include (i) two copies of the construction plans and specifications, including all proposed landscaping; (ii) an elevation or rendering of all proposed improvements; (iii) a survey showing the location of trees of three (3) inches in diameter at breast height and other significant vegetation of such Parcel showing the nature, color, type, shape, height, materials, and location of the same; and (iv) such other items as the ADB may deem appropriate. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the ADB, and the other copy shall be returned to the Owner marked "approved" or "disapproved".

(c) Basis for Decision. Approval shall be granted or denied by the ADB based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the ADB's design and construction standards in effect from time to time, the effect of the improvements on the appearance from surrounding areas, and all other factors, including purely aesthetic considerations which, in the sole opinion of the ADB, will affect the desirability or suitability of the construction. The ADB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. In connection with approval rights and to prevent excessive drainage or surface water run-off, the ADB shall have the right to establish a maximum percentage of a Parcel which may be covered by Dwellings, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the ADB, representatives of the ADB shall have the right during reasonable hours to enter upon and inspect any Parcel and House, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the ADB shall determine that such plans and specifications have not been approved or are not being complied with, the ADB in its own name, or in the name of the Association, or any Owner, shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

(d) Notification. Approval or disapproval of applications shall be given to the applicant in writing by the ADB in accordance with its procedures. In the event that the approval or disapproval is not forthcoming within thirty (30) days after a complete submittal has been made to the ADB fully in accord with its published procedures or specific requests, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration and the ADB's design and construction standards.

(e) Construction. After approval by the ADB, the proposed improvements must be substantially commenced within six months, or approval must once again be obtained from the ADB as provided herein. Once

commenced, the construction must proceed diligently. The exterior of any House, and the accompanying landscaping, shall be completed within nine (9) months from commencement unless the ADB allows an extension of time.

(f) Fee. The ADB shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee established for such review shall be contained in the ADB Architectural Guidelines and Architectural Design Board Policies Manual and the ADB or Board of Directors shall have the right to increase this amount from time to time.

Section 5. Appeal. Any Owner may appeal an adverse decision of the ADB to the Board of Directors who may reverse or modify the decision of the ADB by the unanimous vote of the Directors.

Section 6. Approval Not a Guarantee. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvements built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither Declarant, the Association, nor the ADB shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE VIII

USE OF PROPERTY

Section 1. Protective Covenants. In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration and shall be considered as the initial Association Rules and Regulations:

(a) Limitations. Nothing shall be erected, constructed, planted or otherwise placed on a Parcel in such a position (subsequent to the initial construction of improvements on the Property by Declarant) so as to create a hazard upon or block the vision of motorists upon any of the Common Roads. No modification, alteration or improvements shall interfere with those easements or other rights set forth in this Declaration.

(b) Building Restrictions. No House or other structure shall be constructed on a Lot which has a height exceeding thirty five (35) feet above the elevation of the finished surface of the first floor of such Dwelling. All single-family detached Houses constructed on Parcels shall have a minimum of twenty two hundred (2,200) square feet of Living Space, if a single story, and in the case of a two story House, a minimum square footage of thirteen hundred (1,300) square feet on the ground floor.

Each single family detached House shall be located on the Lot in the following manner:

- i. not nearer than thirty (30) feet from the front Lot line;
- and
- ii. not nearer than twenty (20) feet from the rear Lot line;
- and
- iii. not nearer than seven and one-half (7-1/2) feet from the side Lot lines, but in no event shall any structure be closer than twenty (20) feet to any structure on an adjoining Parcel.

Each single family detached House shall be designed in such a way that the garage doors do not face the street in front of the House.

(c) Service Yards. All garbage receptacles, fuel tanks, gas and electric meters, air conditioning equipment, and materials, supplies, and equipment which are stored outside must be placed or stored in such a way to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least six (6) feet high and may consist of either fencing or landscaping and planting which is approved by the ADB in accordance with the terms of this Article.

(d) Residential Use, Leases. Each Parcel not owned by Declarant shall be used, improved and devoted exclusively to residential use by one Family. No use of Parcels which would require any occupational license shall be permitted. Nothing herein shall be deemed to prevent the Owner from leasing his Parcel for a term of not less than twelve (12) months, subject to the provisions of the Bylaws, Association Rules and Regulations and this Declaration as they may be amended from time to time. The Board of Directors may evict tenants upon reasonable notice for a major violation, or repeated minor violations, of the provisions of the Bylaws, Association Rules and Regulations or this Declaration.

(e) Nuisances. No nuisance shall be permitted to exist or operate on any Parcel or Common Area so as to be detrimental to any other Parcel in the vicinity thereof, or to its occupants, or to the Common Areas.

(f) Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed in the Common Areas.

(g) Insurance. Nothing shall be done or kept on any Parcel or in the Common Areas which will increase the rate of insurance for the Property or any other Parcel, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Parcel or in the Common Areas which will result in the cancellation of insurance on the Property or any other Parcel, or the contents thereof, or which would be in violation of any law.

(h) Access. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Parcel for the purpose of maintenance, inspection, repair, replacement of the improvements within the Yards, or in case of emergency, for any purpose, or to determine compliance with this Declaration.

(i) Pets. Pets of the customary household variety such as cats, dogs, pet birds and fish may be kept by an Owner on his Parcel but only if such pets do not cause a disturbance or annoyance on the Property. All pets must be held or kept leashed at all times that they are in the Common Areas and pet owners shall immediately collect and properly dispose of the wastes and litter of their pets. No pets shall be allowed in any of the recreational areas. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Parcel. The Association further reserves the right to demand that an Owner remove such pet from the Property if such pet is found to be a nuisance or is in violation of this Declaration.

(j) Signs. Except as may be required by legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Parcel, House, Common Area or Yard or from any window, unless express prior written approval of the size, shape, content and location has been obtained from the Board of Directors, which approval may

be withheld in their discretion. Notwithstanding the foregoing, the Declarant shall be permitted to post and display advertising signs on the Property and the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Areas. Declarant shall design, initially, acceptable signage for use within the Property. There shall be no signage concerning the leasing of any of the Property subject hereto allowed.

(k) Motorcycles, Etc. No motorcycles, mopeds, or go-carts shall be allowed on the Common Roads or anywhere within the Property except as approved by the Board of Directors in their discretion.

(l) Visibility at Street Intersection. No obstruction to visibility at street intersections shall be permitted. The ADB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Parcels.

(m) Clotheslines. No clothesline or other clothes-drying facility shall be permitted in the Common Area, Yards, or any area of the Property.

(n) Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with the Association Rules and Regulations. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse.

(o) Antennas, Other Devices. No exterior radio or television antenna or other receiver or transmitting device or any similar exterior structure or apparatus may be erected or maintained on any Parcel.

(p) Air Conditioners. Air conditioning units shall be shielded and hidden so that they are not readily visible from the Common Areas or adjacent Parcels. No window air-conditioning units shall be installed in any House.

(q) Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed, or other outbuilding shall be permitted on any Parcel at any time, other than:

(i) Cabanas appurtenant to a swimming pool, detached garages and gazebos as approved by the ADB;

(ii) Tents or other temporary structures for use during social functions for no more than 72 hours.

(r) Water Supply and Sewerage. No septic tanks or individual wells shall be permitted on any Parcel within the Property other than wells for irrigation, heat transfer systems of heating and air conditioning units, to the extent such wells are permitted by law and the ADB. No Owner shall obstruct or make any modification or alteration of any irrigation system without the prior approval of the ADB, nor shall any Owner draw water from or deposit water into any lake or other body of surface water on the Property for any reason.

(s) Fuel Storage Tanks. No visible fuel or gas storage tanks may be affixed on any Parcel. Notwithstanding this, an Owner may keep and maintain a small gas tank for gas barbecues and fireplaces in an area on his Parcel if specifically approved by the ADB.

(t) Garages. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. All vehicles shall be kept inside garages, except that they may be parked temporarily on the driveway.

(u) Soliciting. No soliciting will be allowed at any time within the Property.

(v) Maintenance. The portions of the House visible from other Parcels

and the Common Areas, and all Yards and entrances must be kept in an orderly condition so as not to detract from the neat appearance of the Property. The Board of Directors, in its sole discretion, may determine whether or not the visible portions of the Houses and Yards are orderly. The Association may have any objectionable items removed from any Yard so as to restore its orderly appearance, without liability therefor, and charge the Owner for any costs incurred in the process, all as more particularly set forth in Article V, Section 4 hereof.

(w) Trees. No trees greater than three inches in diameter at breast height shall be cut or removed without approval of the ADB.

(x) Mailboxes. The Postal Service shall provide and install all mailboxes and standards, and brackets for such boxes at the Owners' expense in such location and of such size, color and design as it deems appropriate.

(y) Watercraft. No watercraft may be used on any body of water on the Property without the prior approval of the Board of Directors.

(z) Shoreline Improvements. No docks appurtenant to any Parcel shall be permitted. Bulkheads or other shoreline improvements may be built with the approval of the ADB.

(aa) Outbuildings. No sheds or outbuildings, other than an approved detached garage, shall be allowed.

(bb) Fences and Walls. No chain link fences or other metal fences of any kind shall be permitted. No fences or walls shall be erected without approval by the ADB. No fences bordering on any of the natural or artificial lakes shall be permitted. Declarant reserves the right, but is not obligated, to install fencing on the boundaries of the platted subdivision.

(cc) Motor Vehicles, Trailers, Boats, Etc. Each Owner shall provide for parking of automobiles off streets and roads within the Property prior to occupancy of the Houses owned or maintained by such Owner. Subject to the terms of this Section, there shall be no outside storage or parking upon any Parcel or within any portion of the Common Areas (other than areas provided therefor within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pickup-trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. No Owners or other occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Parcel or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(dd) Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale or the developing of Lots, Parcels, and Common Areas, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model Dwellings, provided that the location of any construction trailers of any assignees of Declarant's rights under this Section shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Houses and model residences, and to use the gatehouse or any House as an office for the sale of Parcels and/or Houses on the Property and for related activities. The Declarant's right of use, as described hereinabove, shall continue even after conveyance

of any or all of the Common Areas to the Association, including the gatehouse.

(ee) Delivery and Construction Hours. No construction activity, other than work to be performed on the inside of a House which is closed in, nor delivery of construction materials shall be permitted between the hours of 7:30 P.M. and 6:00 A.M. of the following day.

Section 2. Amendments and Modifications. The Board of Directors may, from time to time, adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Parcels and Common Areas, and any facilities or services made available to the Owners. A copy of all such rules and regulations adopted from time to time as herein provided shall be posted in a conspicuous place on the Property or furnished to each Owner, or kept at the Association offices.

Section 3. Compliance.

(a) Owner's Responsibility. It shall be the responsibility of each Owner to conform and abide by the Rules and Regulations in regard to the use of the Parcels and Common Areas which may be adopted in writing from time to time by the Board of Directors, or the ADB, and to see that his family members, guests, tenants, employees, agents and contractors do likewise.

(b) Violation. Upon violation of any of the Rules or Regulations adopted as herein provided, or upon violations of any of the provisions of this Declaration by an Owner, or his family members, tenants, or guests, the Association may levy fines against the Owner and his Parcel as determined by the Board of Directors, suspend the use and privileges of the owner, his guests and tenants, or suspend the voting rights of the Member. To enforce the Rules and Regulations or provisions of this Declaration, the Association, or any Owner, may bring an action for specific performance, declaratory decree, injunction or damages. The prevailing party may recover costs and attorney's fees in such suit.

Section 4. Personal Services. Employees, agents, and workers of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of the employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any of the employees, agents or workers of the Association, it assumes no responsibility or liability in any manner for the quality of such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for any Owner.

ARTICLE IX

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. Utility Easements. Declarant hereby reserves for itself, for the Association and its designees a five (5) foot easement for the benefit of the Property upon, across, over, through, under, along and parallel to each Lot boundary line, for ingress, egress, installation, replacement, repair and maintenance of the Utility System, for drainage, for police powers and for services supplied by either Declarant or the Association. By virtue of this easement it shall be expressly permissible for Declarant and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Parcels. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 2. Declarant's Easement to Correct Drainage. Declarant reserves for itself, for the Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, take up pavement, or to take any other similar action reasonably necessary, following which Declarant or the Association, as applicable, shall restore the affected Property to its original condition as nearly as practicable. Declarant or the Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of Declarant or the Association an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action in connection therewith.

Section 3. Encroachment. To the extent that any improvements constructed by Declarant on or in any Parcel encroaches on any other Parcel or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvement, a valid easement for such encroachment and the maintenance thereof shall exist.

Section 4. Utility Provisions. Mandarin Utilities, Inc. or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from Mandarin Utilities, Inc. or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard and garden of any lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through its sewage lines and through the sewage lines and disposal plant owned or controlled by Mandarin Utilities, Inc. or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. Mandarin Utilities, Inc. has a non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described in this Declaration and the plat(s) of the Property for the purpose of ingress, egress and installation and/or repair of water and sewage facilities.

Section 5. Maintenance. There is hereby reserved to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area and in accordance with this Declaration, the Association Articles of Incorporation, Bylaws, and Rules and Regulations.

Section 6. Adjoining Parcels. Each Owner of a Parcel hereby grants to the Owner of each adjoining Parcel such easement over the portion of his Parcel lying outside the exterior wall of his House as may be reasonably necessary to maintain the adjoining Parcel. The rights granted hereunder may only be exercised during reasonable hours and only when necessary to permit the maintenance and repair of such adjoining Parcel and the improvements thereon.

Section 7. Common Road - Easement to Adjacent Property. Declarant hereby reserves for itself, its successors and assigns, the right to grant to certain, but not necessarily all, owners of adjacent property, their successors and assigns, a non-exclusive easement and right to use the primary Common Roads for ingress and egress access, which shall include the right to pass through the security gate on Marbon Road. This right of access shall be limited to the Declarant, those of its successors and assigns specifically designated by Declarant, and occupants of residential dwelling units located on the adjacent property and shall be subject to such

other conditions, limitations and obligations as Declarant, in the exercise of its sole and absolute discretion, shall determine; and at a minimum, these conditions shall include an equitable charge for such use.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the Public Records of Duval County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the then Owners holding 75% of the total voting power in the Association shall have been recorded, agreeing to terminate all of the said provisions as of a specified date, which shall not be earlier than the expiration of an extended term of three (3) years from the date of such recording. Unless this Declaration is terminated in accordance with this Section, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 2. Condemnation. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property. The Owners may, by a vote of 80% of the total voting power hereunder, agree to distribute the proceeds from any condemnation or taking by eminent domain, but if the Owners shall not so agree, such proceeds shall be added to the funds of the Association.

Section 3. Notices. Any notice required to be sent to the Owner of any Parcel under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Parcel on the records of the Association at the time of such mailing.

Section 4. Enforcement. In addition to the enforcement provisions previously set forth in this Declaration, the Provisions of this Declaration may be enforced by any Owner, the Association, or Declarant (as long as it holds any interest in the Property) by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 6. Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

Section 7. Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the

singular shall be deemed to include the plural, whenever the context so requires.

Section 8. Amendment.

(a) Subject to the provisions of Article X, Section 9, Declarant specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein.

(b) Subject to the provisions of Article X, Section 9, Declarant reserves the right to amend this Declaration in any other manner without the joinder of any party until the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of this Parcel or the Common Areas is materially altered thereby.

(c) This Declaration may be amended at a duly called meeting of the Association whereat a quorum is present if the amendment resolution is adopted by a majority of all Class A Members and the Class B Member, if any. An amendment so adopted shall be effective upon the recordation in the public records of Duval County, Florida, of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

Section 9. Consent of Mortgagees. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Parcels. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of all Mortgagees holding liens on eighty percent (80%) or more of the Parcels encumbered by Mortgages. Any such consent requested by Declarant of Mortgagees shall be given prompt consideration and shall not be unreasonably withheld. This Section shall not apply or be construed as a limitation upon those rights of Declarant, the Association or the Owners under this Declaration to make amendments which do not adversely affect the Mortgagees.

Section 10. Legal Fees. Any and all legal fees, including but not limited to attorney's fees and court costs, including any appeals, which may be incurred by the Association in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Parcel in favor of the Association.

Section 11. Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

Section 12. Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida, but substantive and remedial.

Section 13. Use of Name. Declarant, for itself and those of its successors and assigns as are so designated by Declarant, hereby reserves

OFFICIAL RECORDS

previously amended shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed this 21ST day of September, 1989.

Witnesses:

LAND PLANNERS DEVELOPMENT, INC.

[Signature]

By:

[Signature]

Donald P. Hinson
Its President

(Corporate Seal)

[Signature]
Dorothy A. Hazelwood

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21ST day of September, 1989, by Donald P. Hinson, as President of Land Planners Development, Inc., on behalf of the corporation.

[Signature]
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
My commission expires on 14, 1991

89- 99920

89 SEP 26 12:30

CLERK OF CIRCUIT COURT
HENRY W COOK
RECORDS OF DUVAL COUNTY FLA.

the right to use the name "Cormorant Landing" or any combination of such words in the promotion, marketing, development and sale of other properties. No proprietary right to such name is granted to any Owner or to the Association hereby.

Section 14. Successors and Assigns of Declarant. All rights and privileges herein conferred upon the Declarant shall be exercisable by such successor in title as is designated by Declarant. American National Bank, as the holder of a mortgage given to secure the development loan, shall have all of the rights of Declarant hereunder in the event it shall succeed to the title of Declarant. In addition, all rights and privileges herein contained shall be assignable by Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for and has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered in the presence of:

Bartholomew C. Pearce
Patricia B. DeCasta

D. W. HUTSON CONSTRUCTION, INC.
A Florida corporation,
By: Bruce A. Lingerfelt
Its Vice President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of May, 1986, by Bruce A. Lingerfelt, as Vice President of D. W. Hutson Construction, Inc., on behalf of said corporation.

Patricia B. DeCasta
Notary Public, State of Florida
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Aug. 28, 1989

My commission expires:

EXHIBIT "A"

A PORTION OF GOVERNMENT LOT 6, 9 AND 10, SECTION 17, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 9; THENCE NORTH 01° 04' 21" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF O'CONNOR ROAD (A 60.0 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE EASTERLY LINE OF THE WILDERNESS AS RECORDED IN PLAT BOOK 36, PAGES 77 THROUGH 77B OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 1110.98 FEET; THENCE NORTH 89° 13' 26" EAST ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5520, PAGE 1502 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 235.34 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 01° 05' 06" WEST ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5520, PAGE 1502, 351.28 FEET; THENCE NORTH 89° 19' 56" EAST, 234.15 FEET; THENCE NORTH 00° 40' 04" WEST, 143.46 FEET; THENCE SOUTH 88° 54' 54" WEST, 170.19 FEET; THENCE NORTH 01° 05' 06" WEST, 494.54 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MARBON ROAD (A 60.0 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89° 20' 11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 375.54 FEET; THENCE SOUTH 01° 05' 57" EAST ALONG THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4768, PAGE 749 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 636.74 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 89° 19' 56" EAST ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4768, PAGE 749 AND ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4605, PAGE 360 AND OFFICIAL RECORDS VOLUME 3731, PAGE 1123 AND OFFICIAL RECORDS VOLUME 4632, PAGE 809 AND OFFICIAL RECORDS VOLUME 4721, PAGE 1150 ALL OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 644.48 FEET; THENCE SOUTH 01° 23' 17" EAST, 656.26 FEET; THENCE NORTH 89° 12' 22" EAST, 1329.46 FEET; THENCE SOUTH 01° 40' 41" EAST, 1356.48 FEET; THENCE SOUTH 89° 08' 15" WEST, 573.68 FEET TO THE NORTHERLY LINE OF THE JOSEPH HOGAN GRANT, SECTION 45, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH 75° 45' 29" WEST ALONG LAST SAID LINE, 2169.16 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE ABOVE DESCRIBED LANDS HAVE SINCE BEEN PLATTED INTO CORMORANT LANDING UNIT 1, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 41, PAGES 96 and 96A OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

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86-57645

RECORDED
DUVAL COUNTY, FLA.
CLERK OF COUNTY COURT

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VOL 6227 PG 280

OFFICIAL RECORDS

AMENDMENT TO DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS
FOR CORMORANT LANDING

Prepared By:
CLIFFORD B. NEWTON
Newton & Moorhead
10192 San Jose Boulevard
Suite 4
Jacksonville, Florida 32217

THIS AMENDMENT TO DECLARATION, made the date hereinafter set forth by
D. W. HUTSON CONSTRUCTION, INC., a Florida corporation, hereinafter referred
to as "Declarant", recites and provides:

RECITALS

A. Declarant is the same as the Declarant in Declaration of Easements,
Covenants, Conditions, Restrictions and Limitations for Cormorant Landing
recorded in Official Records Volume 6144, page 1463, current public records
of Duval County, Florida.

B. Pursuant to the power and authority reserved unto Declarant in said
Declaration, Declarant wishes to amend the Declaration as hereinafter set
forth.

DECLARATION

NOW, THEREFORE, Declarant hereby makes the following amendment to the
covenants, conditions restrictions and limitations previously recorded for
Cormorant Landing:

1. Article VIII, Section 1, paragraph (x), is amended in its entirety
to read as follows: "All mailboxes shall be constructed of brick and shall
conform to U. S. Postal Service regulations as to size, height, location,
etc."

2. Said Declaration shall remain the same and in full force and effect
except as amended herein.

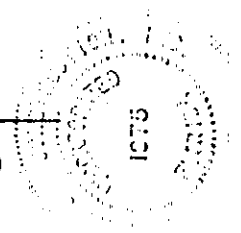
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does
hereby make this Amendment to Declaration of Easements, Covenants, Condi-
tions, Restrictions and Limitations for Cormorant Landing and has caused
this Amendment to be executed in its name on the 5th day of November,
1986.

Signed, sealed and delivered
in the presence of:

Kenneth L. Johns Jr.
George W. Meyer

D. W. HUTSON CONSTRUCTION, INC.
a Florida corporation,

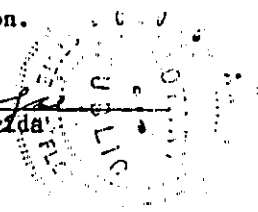
By [Signature]
(Corporate Seal)



State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 5th day of
November, 1986, by Bruce Ringerfelt, the Vice President
of D. W. Hutson Construction, Inc., on behalf of the corporation.

George Ann Mungia
Notary Public, State of Florida



86-121135
Nov 13 8 22 AM '86
FILED AND RECORDED IN PUBLIC
RECORDS OF DUVAL COUNTY, FLA.
CLERK OF COUNTY COURT

OFFICIAL RECORDS

Return to +
Prepared By:
CLIFFORD B. NEWTON
Newton & Moorehead
10192 San Jose Boulevard
Suite 4
Jacksonville, Florida 32217

SECOND AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS
AND LIMITATIONS FOR CORMORANT LANDING,
AND
ASSIGNMENT OF DECLARANT'S RIGHTS

This Second Amendment to Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing and Assignment of Declarant's Rights is made on the date hereinafter set forth by LAND PLANNERS DEVELOPMENT, INC., a Florida corporation, and HUTSON LAND & CATTLE COMPANY f/k/a D. W. HUTSON CONSTRUCTION, INC., a Florida corporation.

W I T N E S S E T H:

WHEREAS, D. W. HUTSON CONSTRUCTION, INC., now known as HUTSON LAND & CATTLE COMPANY, was the Declarant in the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing which was recorded in Official Records Volume 6144, page 1463, current public records of Duval County, Florida (the "Declaration"); and

WHEREAS, said Declarant has sold substantially all of its interest in the subdivision to LAND PLANNERS DEVELOPMENT, INC. and desires to transfer all of its rights and interests as Declarant under the Declaration to LAND PLANNERS DEVELOPMENT, INC. so that LAND PLANNERS DEVELOPMENT, INC. shall henceforth have all rights and privileges as said Declarant; and

WHEREAS, said Declaration provides that Declarant has the right to amend the Declaration so long as Declarant owns at least ten (10) lots within the subdivision; and

WHEREAS, LAND PLANNERS DEVELOPMENT, INC. owns more than ten (10) lots in the subdivision and wishes to amend certain portions of the aforesaid Declaration as hereinafter set forth.

NOW, THEREFORE, HUTSON LAND & CATTLE COMPANY and LAND PLANNERS DEVELOPMENT, INC. hereby make the following assignment and amendment:

1. HUTSON LAND & CATTLE COMPANY, formerly known as D. W. Hutson Construction, Inc., hereby assigns all of its rights as Declarant in the aforesaid Declaration to LAND PLANNERS

OFFICIAL RECORDS

2. Declarant, LAND PLANNERS DEVELOPMENT, INC., hereby amends the Declaration recorded in Official Records Volume 6144, page 1463, of the current public records of Duval County, Florida, as follows:

Paragraph (aa) in Section 1 of Article VIII, shall now read as follows: "Outbuildings. No sheds or outbuildings shall be allowed without the prior approval of the Architectural Design Board."

3. Except as amended herein, the aforesaid Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amended has been executed this 3rd day of April, 1989, by HUTSON LAND & CATTLE COMPANY, f/k/a D. W. HUTSON CONSTRUCTION, INC. and by LAND PLANNERS DEVELOPMENT, INC.

Witnesses:

HUTSON LAND & CATTLE COMPANY f/k/a D. W. Hutson Construction, Inc.

Dorothy C. Pearce
[Signature]

By: [Signature]
Donald P. Hinson
Vice President
(Corporate Seal)

LAND PLANNERS DEVELOPMENT, INC.

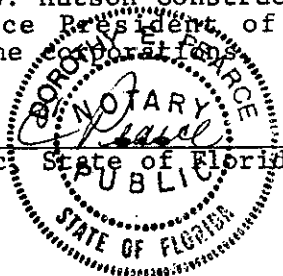
Dorothy C. Pearce
[Signature]

By: [Signature]
Donald P. Hinson,
Vice President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

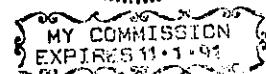
3rd The foregoing instrument was acknowledged before me this day of April, 1989, by Donald P. Hinson, the Vice President of Hutson Land & Cattle Company f/k/a D. W. Hutson Construction, Inc., a Florida corporation, and as Vice President of Land Planners Development, Inc., on behalf of the

Dorothy C. Pearce
Notary Public, State of Florida



My commission expires:

034957



FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

Prepared by *Return To*
Clifford B. Newton
Newton & Hurst
10192 San Jose Boulevard
Suite 4
Jacksonville, Florida 32257

OFFICIAL RECORDS

THIRD AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS
AND LIMITATIONS FOR CORMORANT LANDING,

This Third Amendment to Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing is made on the date hereinafter set forth by LAND PLANNERS DEVELOPMENT, INC., a Florida corporation.

3

W I T N E S S E T H:

WHEREAS, the undersigned, as Assignee of all the rights and privileges of the Declarant in the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing which was recorded in Official Records Volume 6144, page 1463, current public records of Duval County, Florida, and which has subsequently been amended (the "Declaration"); and

WHEREAS, said Declaration provides that Declarant has the right to amend the Declaration so long as Declarant owns at least ten (10) lots within the subdivision and this condition has been met.

NOW, THEREFORE, LAND PLANNERS DEVELOPMENT, INC. hereby amends the Declaration as follows:

1. Article I, subparagraph (y), is added to define "Builder" as follows: "Builder" shall mean and refer to any individual or entity duly licensed and qualified in the State of Florida for the construction of residential dwellings who purchases a Lot or Lots in the subdivision for the sole purpose of constructing a residential dwelling for sale to an Owner.

2. Article V, Section 1, is hereby amended by adding the following language: In addition to the foregoing, the responsibilities of the Association shall include the continual maintenance and cleaning of the storm and/or surface water management system required by the St. Johns River Water Management District pursuant to permit number 40-031-0042 and other applicable

OFFICIAL RECORDS

rules and regulations. The Association shall be solely responsible for the continual maintenance and cleaning pursuant to said permit.

3. Article VI, Section 5, Commencement of Annual Assessments is amended in its entirety to read as follows:

(a) As to Owners who are not Builders or Designated Builders as herein defined. - The Annual General Assessments provided for herein shall commence on the day of conveyance of the first Parcel to an Owner who is not Declarant or a Builder. The initial assessment on any Parcel subject to assessment shall be collected at the time title to such Parcel is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share of the General or Special Assessments charged to that Owner's Parcel prorated to the date of closing based upon a 30-day month.

(b) As to Owners who are Builders or Designated Builders as herein defined. - Annual General Assessments on Lots owned by a Builder or Designated Builder shall commence on the earlier of (i) 12 months from the date the Lot was purchased from Declarant or its assigns, or (ii) upon occupancy of a completed House on the Lot by a resident. Except, however, that completed Houses used as models by certain Builders who have been designated by Declarant as a "Designated Builder" shall be exempt from Annual General Assessments for so long as same is used as a model.

4. Article VIII, Section 1, is hereby amended by adding thereto subparagraph (ff) which shall read as follows: "Sidewalks. Upon the earlier of a house being constructed on any Parcel or twelve months from the initial purchase of any Parcel, the Parcel Owner must construct a sidewalk on that Parcel if a sidewalk is shown on the City approved engineering plan for the subdivision. All sidewalks must conform to City standards. Declarant reserves the right to extend or modify the twelve month requirement as to any Parcel in its sole discretion.

5. Except as amended herein, the aforesaid Declaration as

OFFICIAL RECORDS

Prepared by and return to:
Clifford B. Newton
Newton, Sheffield & Hurst
10192 San Jose Boulevard
Jacksonville, Florida 32257

FIFTH AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS
AND LIMITATIONS FOR CORMORANT LANDING

2

This Fifth Amendment to Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing is made on the date hereinafter set forth by LAND PLANNERS DEVELOPMENT, INC., a Florida corporation.

W I T N E S S E T H:

WHEREAS, the undersigned is the holder of all the rights and privileges of the Declarant, including the right to amend, under the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing which was recorded in Official Records Volume 6144, page 1463, current public records of Duval County, Florida, as subsequently amended (the "Declaration") by virtue of Amendment and Assignment of Declarant's Rights recorded in Official Records Volume 6683, page 227, of the current public records of Duval County, Florida; and

WHEREAS, said the undersigned wishes to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, LAND PLANNERS DEVELOPMENT, INC. hereby amends the Declaration as follows:

1. ARTICLE X, SECTION 4, is amended by the addition of the following paragraph:

"In addition to the foregoing and any other provisions of this Declaration or any amendments thereto pertaining to enforcement, the St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration and any amendments thereto which relate to the maintenance, operation and repair of the stormwater management system."

2. ARTICLE X, SECTION 8, is amended by the addition of the following paragraph:

"(d) Notwithstanding the foregoing and any other provisions of this Declaration or any amendment thereto relating to amendment, any amendment to the Declaration which alter the stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District."

3. Except as amended herein, the aforesaid Declaration as previously amended shall remain unchanged and in full force and effect.

OFFICIAL RECORDS

IN WITNESS WHEREOF, this amendment has been executed this 13
day of July, 1990.

Witnesses:
Dorothy C. Pearce
Neely N. Hall

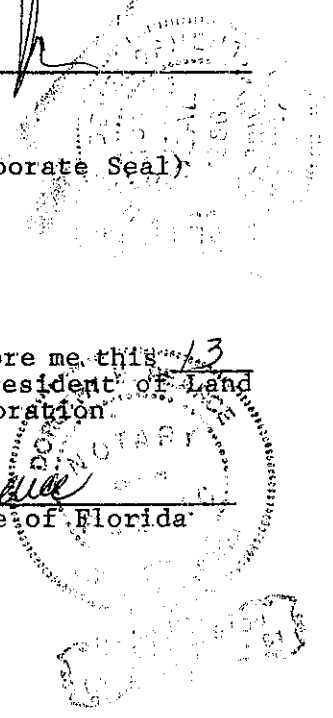
LAND PLANNERS DEVELOPMENT, INC.
By: Donald P. Hinson
Its President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13
day of July, 1990, by Donald P. Hinson, as President of Land
Planners Development, Inc., on behalf of the corporation.

Dorothy C. Pearce
Notary Public, State of Florida

My commission expires:



FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA
90-0099958

RECORD VERIFIED
90 SEP 20 PM 1:30
CLERK OF CIRCUIT COURT
Janet Spivey

((0))

OFFICIAL RECORDS

VOL 113 PG 211

Prepared By and Return To:
Clifford B. Newton, Esquire
Newton, Sheffield, Hurst & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

**SIXTH AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS
AND LIMITATIONS FOR CORMORANT LANDING**

This Sixth Amendment to the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing is made on the date hereinafter set forth by LAND PLANNERS DEVELOPMENT, INC. (hereinafter "Land Planners"), a Florida corporation.

W I T N E S S E T H:

WHEREAS, the undersigned, as Assignee of all the rights and privileges of the Declarant in the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing which was recorded in Official Records Volume 6144, page 1463, current public records of Duval County, Florida, and which has subsequently been amended (the "Declaration"); and

WHEREAS, said Declaration provides that Declarant has the right to amend the Declaration pursuant to the provisions of Article X, Section 8 (b) so long as the Class B membership has not terminated; and

WHEREAS, the Class B membership has not terminated and LAND PLANNERS desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, LAND PLANNERS DEVELOPMENT, INC. hereby amends the Declaration as follows:

1. Article X, Section 8(b) is hereby amended to add a provision that the Declarant may release any Lot from any part of the Declaration which has been violated (including, without limiting the foregoing, violations of building restriction lines) if Declarant, in its sole discretion, deems such release to be necessary and desirable, so long as Class B membership has not been terminated.

2. Except as specifically amended herein, all other provisions of the Declaration shall remain as set forth in the Declaration or any prior amendments thereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 14 day of May, 1991.

Witnesses:

Kenneth L. Johnson Jr.
Mary C. Branner

LAND PLANNERS DEVELOPMENT, INC.

By: [Signature]
Donald P. Hinson
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14 day of May, 1991, by Donald P. Hinson, as President of Land Planners Development, Inc., on behalf of the corporation.

Mary C. Branner

91 MAY 29 PM 3:52

RECORD VERIFIED

[Signature]
CLERK OF SUPERIOR COURT

91-0052813

FILED AND RECORDED
IN PUBLIC RECORDS
DUVAL COUNTY FLA

Bk: 8071
Pg: 822 - 823
Doc# 95069880
Filed & Recorded
04/13/95
12:54:27 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 10.50

Prepared By and Return To:
Clifford B. Newton, Esquire
Newton & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

SEVENTH AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS
AND LIMITATIONS FOR CORMORANT LANDING

This Seventh Amendment to the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing is made on the date hereinafter set forth by LAND PLANNERS DEVELOPMENT, INC. (hereinafter "Land Planners"), a Florida corporation.

W I T N E S S E T H:

WHEREAS, the undersigned, as Assignee of all the rights and privileges of the Declarant in the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing which was recorded in Official Records Volume 6144, page 1463, current public records of Duval County, Florida, and which has subsequently been amended (the "Declaration"); and

WHEREAS, said Declaration provides that Declarant has the right to amend the Declaration pursuant to the provisions of Article X, Section 8 (b) so long as the Class B membership has not terminated; and

WHEREAS, the Class B membership has not terminated and LAND PLANNERS desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, LAND PLANNERS DEVELOPMENT, INC. hereby amends the Declaration as follows:

1. Article VII, Section 2, entitled "Architectural Design Board" is hereby amended to provide that subsequent to the termination of Declarant's rights to appoint and remove officers and directors of the Association, Declarant shall retain and exclusively exercise all of the rights, powers and duties of the Architectural Design Board as to all vacant lots, all speculative homes, all models, all lots (whether vacant or improved) owned by Declarant or David W. Hutson or a family member of David W. Hutson or any entity owned or controlled by Declarant or David W. Hutson, and all lots owned by Builders. The Declarant, to the exclusion of the Architectural Design Board, shall have full and complete powers of architectural control over all of the aforescribed lots, and there shall be no appeal from an adverse decision of the Declarant. The Declarant's right to architectural control over any lot shall cease upon the sale of such lot with a completed residence for occupancy as a residential dwelling to any Owner other than Declarant or David W. Hutson or a family member of David W. Hutson or any entity owned or controlled by Declarant or David W. Hutson.

2. Article IX, Section 7, is hereby amended to add the following: The Declarant, its successors or assigns, shall have the right to permit the use of any of the platted lots owned by Declarant, its successors or assigns, as a means of ingress and egress from adjoining roads or lands to the private roads for purposes of allowing vehicles and equipment related to construction until such time as all the lots in Cormorant Landing are converted into completed structures. This right is assignable by Declarant

and/or its assigns to a third party appointed by Declarant and/or its assigns.

3. Article X, Section 8(b), which was previously amended in the Sixth Amendment, is hereby further amended to provide that, subsequent to the termination of Class B membership, Declarant may release any Lot from any part of the Declaration which has been violated as set forth in the Sixth Amendment for so long as Declarant owns any lots in the Property.

4. Article X, Section 8(c), is hereby amended to prohibit amendment of the Declaration by the Association or Class A members for so long as Declarant owns any of the lots in the Property.

5. Except as specifically amended herein, all other provisions of the Declaration shall remain as set forth in the Declaration as previously amended.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10th day of April, 1995.

Signed, sealed and delivered in the presence of:

LAND PLANNERS DEVELOPMENT, INC.

[Signature]
JOHN E. ZAKOSKE
[Signature]
ELINORE C COX

By: [Signature]
Donald P. Hinson
Its President

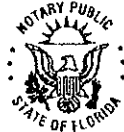
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of April, 1995, by Donald P. Hinson, as President of Land Planners Development, Inc., on behalf of the corporation. He is personally known to me.

[Signature]
Notary Public, State of Florida

My commission expires:



DEBORAH H DUNBAR
My Commission CC289681
Expires May 25, 1997
Bonded by ANB
800-852-5878

Return To
Prepared By
CLIFFORD B. NEWTON
Newton, Sheffield & Hurst
10192 San Jose Blvd.
Jacksonville, Florida 32257

OFFICIAL RECORDS

FOURTH AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS
AND LIMITATIONS FOR CORMORANT LANDING

This Fourth Amendment to Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing is made on the date hereinafter set forth by LAND PLANNERS DEVELOPMENT, INC., a Florida corporation.

W I T N E S S E T H:

WHEREAS, the undersigned, as Assignee of all the rights and privileges of the Declarant in the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing which was recorded in Official Records Volume 6144, page 1463, current public records of Duval County, Florida, and which has subsequently been amended (the "Declaration"); and

1

WHEREAS, said Declaration provides that Declarant has the right to amend the Declaration so long as Declarant owns at least ten (10) lots within the subdivision and this condition has been met.

NOW, THEREFORE, LAND PLANNERS DEVELOPMENT, INC. hereby amends the Declaration as follows:

1. Article VIII, subparagraph (bb), is hereby restated so that said paragraph reads as follows:

"No chain link fences shall be permitted. No fences or walls shall be erected without approval by the ADB. Declarant reserves the right, but is not obligated, to install fencing on the boundaries of the platted subdivision."

2. Except as amended herein, the aforesaid Declaration as previously amended shall remain unchanged and in full force and effect.

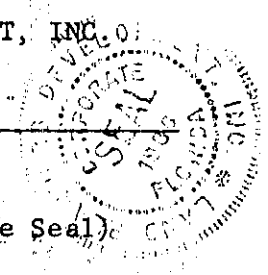
IN WITNESS WHEREOF, this amendment has been executed this 31st day of October, 1989.

Witnesses:

Roxthy C. Pearce 7 4 | 9
J. H. Sheffield

LAND PLANNERS DEVELOPMENT, INC.

By: Donald P. Hinson
Its President



FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

(Corporate Seal)

Nov 13 11 54 AM '89

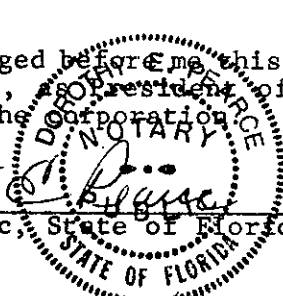
STATE OF FLORIDA
COUNTY OF DUVAL

RECORD VERIFIED

Stanley W. Cook

The foregoing instrument was acknowledged before me this 31st day of October, 1989, by Donald P. Hinson, President of Land Planners Development, Inc., on behalf of the Corporation

Roxthy C. Pearce
Notary Public, State of Florida



My commission expires:

MY COMMISSION
EXPIRES 11-1-91