

Vol 6333 pg 970

OFFICIAL RECORDS

RETURN TO:
Metropolitan Title & Guaranty
1199 Edgewood Avenue S.
Jacksonville, FL 32205

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RAYMUR VILLAS UNIT TWO

This Supplemental Declaration is made on the date hereinafter set forth by Centex Homes Corporation, a Nevada corporation, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, The New Met Company, a Florida corporation, as the original Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Raymur Villas Unit Two dated August 23, 1985, recorded in Official Records Volume 6008, Page 1710 of the Public Records of Duval County, Florida (the "Declaration"); and

WHEREAS, Centex Homes Corporation has succeeded to the rights of the Declarant pursuant to the provisions of Article I, Section 8 of the Declaration; and

WHEREAS, The New Met Company as the original Declarant has recorded that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Raymur Villa Unit Two dated October 31, 1985, and recorded in Official Records Book 6037, Page 1650 of the Public Records of Duval County, Florida and removing the property described herein from the benefits and obligations of the Declaration; and

WHEREAS, Declarant now desires to include said property within the terms of the Declaration as herein amended; now

THEREFORE, in consideration of the aforesaid and pursuant to the terms of the Declaration, Declarant hereby adopts the following Supplemental Declaration:

1. This Supplemental Declaration is made by Declarant pursuant to the authority contained within Article X, Section 1 of the Declaration.
2. The lots described herein are parcels of residential building site real property contained within the Additional Property as defined in the Declaration.
3. The following lots as described in the Plat of Raymur Villas Subdivision Unit Two, recorded in Plat Book 41, Pages 12, 12A and 12B of the Public Records of Duval County, Florida are hereby submitted to the Declaration and are burdened by the obligations and benefits contained therein subject to the modifications herein set forth:

LOTS

10A, 10B, 10C, 10D
11A, 11B, 11C, 11D
12A, 12B, 12C, 12D, 12E
13A, 13B, 13C, 13D
14A, 14B, 14C, 14D
15A, 15B, 15C, 15D
16A, 16B, 16C, 16D
17A, 17B, 17C
18A, 18B, 18C, 18D
19A, 19B, 19C, 19D
20A, 20B, 20C, 20D
21A, 21B, 21C, 21D, 21E
22A, 22B, 22C, 22D
23A, 23B, 23C, 23D
24A, 24B, 24C, 24D

4. Article I, Section 6 of the Declaration notwithstanding the term "Lot" shall mean and refer to the site upon which is situated any attached or detached Dwelling Unit as described in the deed conveying said Dwelling Unit. This definition of Lot shall be in addition to that contained in the Declaration.

5. Article I, Section 8 of the Declaration notwithstanding the term "Declarant" shall mean and refer to Centex Homes Corporation, a Nevada corporation, as successor to The New Met Company.
6. Article II, Section 5 of the Declaration reserving Rear Yard Easements and Maintenance Easements for the benefit of the attached townhome homeowners shall be of no force or effect and shall not encumber or in any way burden any residential building site upon which is located a single family detached Dwelling Unit.
7. Article VII, Section 2 of the Declaration reserving an Easement for Building Maintenance for the use and benefit of the Owners of the attached townhome units shall not apply to any residential building site upon which is situated a single family detached Dwelling Unit nor shall it burden or effect in any manner said residential building site.
8. Pursuant to Article XIII, Section 4 of the Declaration, Declarant has submitted this Supplemental Declaration for prior approval by the Federal Housing Administration or the Veterans Administration.

EXECUTED this 13 day of May, 1987.

DECLARANT

CENTEX HOMES CORPORATION

By: Robert K. Brown
Robert K. Brown
Division President

Signed, Sealed and Delivered
in the Presence of the following
Witnesses:

R. Wink
Cherry L. Lane

STATE OF FLORIDA §
COUNTY OF DUVAL §

The foregoing instrument was acknowledged before me this 13 day of May, 1987 by Robert K. Brown, Division President of Centex Homes Corporation, a Nevada corporation, on behalf of said corporation.

R. Wink
State of Florida at large

My Commission Expires: _____

MISTRANS:41

Notary Public, State of Florida
My Commission Expires Sept. 12, 1989
Revised New Form 1-1-80

87 MAY 19 P1:57
87- 59925

RECORDED
INDEXED
MAY 19 1987
CLERK OF DISTRICT COURT
JACKSONVILLE, FLA.

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RAYMUR VILLA UNIT TWO

This Amendment made this 23rd day of December, 1985, by THE NEW MET COMPANY, a Florida corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant executed the Declaration of Covenants, Conditions and Restrictions for Raymur Villa Unit Two, dated August 23, 1985, recorded in Official Records Volume 6008, page 1710 of the public records of Duval County, Florida (the "Declaration"); and

WHEREAS, Declarant is the owner of all of the Property, as defined in the Declaration, and Declarant is the sole member of Raymur Villa Unit Two Owners Association, Inc. (the "Association") and is entitled to cast one hundred (100%) percent of all votes in the Association; and

WHEREAS, Declarant desires to amend the Declaration as hereinafter set forth;

NOW THEREFORE, in consideration of the foregoing, the Declarant hereby amends Article VI, Section 23 of the Declaration in its entirety to read as follows:

Section 23. Garages.

No garage on any Lot shall be enclosed or converted for use as part of the living area of a Dwelling Unit, or used for any purpose other than that for which it was originally constructed; provided however, that the foregoing restrictions shall not apply to any Lot or Dwelling Unit or garage owned or leased by Declarant or by any real estate sales company, broker or agent authorized by Declarant, so long as such Lot or Dwelling Unit or garage is used as a sales model unit or real estate sales office.

IN WITNESS WHEREOF, the undersigned has caused this instrument be executed in its name by its duly authorized officer, this 23rd day of December, 1985.

Andrea Moore
Christine A. Duggan
Witnesses

THE NEW MET COMPANY

By Robert K. Brown
Its Vice President

(corporate seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of December, 1985 by Robert K. Brown as Vice President of THE NEW MET COMPANY, a Florida corporation, on its behalf.

Notch R. Fiddler
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Oct. 8, 1989

OFFICIAL RECORDS

WILLIAM S. COLEMAN
 3000 INDEPENDENT SQUARE
 JACKSONVILLE, FLORIDA 32202
 ATTORNEYS AT LAW

AMENDMENT TO DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 RAYMUR VILLA UNIT TWO

This Amendment to Declaration, made by THE NEW MET COMPANY, a Florida corporation, hereinafter referred to as "Declarant", this 21st day of October, 1985;

W I T N E S S E T H :

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Raymur Villa Unit Two, dated August 23, 1985, recorded in Official Records Book 6008 page 1710 of the public records of Duval County, Florida (the "Declaration"); and

WHEREAS, Declarant is the owner of all of the real property submitted to the Declaration, consisting of all lots shown on the Plat of RAYMUR VILLA SUBDIVISION UNIT TWO, according to Plat thereof recorded in Plat Book 41, Pages 12, 12A, and 12B, public records of Duval County, Florida; and

WHEREAS, by reason of Declarant's ownership of all of the lots described above, there are no Class A members of the Association, as defined in the Declaration, and Declarant is the only Class B member and has 100% of the Class B votes in the Association;

WHEREAS, Declarant desires to amend the Declaration to withdraw certain of the lots previously submitted to the Declaration as recorded in Official Records Volume 6008, page 1710 of the public records of Duval County, Florida, and to add such lots to the "Additional Land" as defined in the Declaration, which Additional Land may in the future be submitted to the Declaration by Amendment as provided in Article X of the Declaration.

NOW THEREFORE, in consideration of the aforesaid and pursuant to the terms of the Declaration, Declarant hereby amends the Declaration as follows:

1. The following lots as described in the Plat of RAYMUR VILLA SUBDIVISION UNIT TWO, recorded in Plat Book 41, Pages 12, 12A and 12B of the public records of Duval County, Florida are hereby withdrawn from the Declaration and are discharged from the easements, covenants, conditions and restrictions imposed by the aforesaid Declaration, and shall be held, sold and conveyed free from the easements, covenants, conditions and restrictions set forth in the Declaration (unless and until such lots are re-submitted by Amendment as set forth in paragraph 4 below):

Lots
 10A, 10B, 10C, 10D
 11A, 11B, 11C, 11D
 12A, 12B, 12C, 12D, 12E
 13A, 13B, 13C, 13D
 14A, 14B, 14C, 14D
 15A, 15B, 15C, 15D
 16A, 16B, 16C, 16D
 17A, 17B, 17C

Lots
 18A, 18B, 18C, 18D
 19A, 19B, 19C, 19D
 20A, 20B, 20C, 20D
 21A, 21B, 21C, 21D, 21E
 22A, 22B, 22C, 22D
 23A, 23B, 23C, 23D
 24A, 24B, 24C, 24D

2. The term "Property" as used in the Declaration is hereby amended and redefined to refer only to the following described property:

All lots shown on Plat of RAYMUR VILLA SUBDIVISION UNIT TWO, according to Plat thereof recorded in Plat Book 41, Pages 12, 12A and 12B, of the public records of Duval County, Florida, less and except the following Lots:

Lots
 10A,10B,10C,10D
 11A,11B,11C,11D
 12A,12B,12C,12D,12E
 13A,13B,13C,13D
 14A,14B,14C,14D
 15A,15B,15C,15D
 16A,16B,16C,16D
 17A,17B,17C

Lots
 18A,18B,18C,18D
 19A,19B,19C,19D
 20A,20B,20C,20D
 21A,21B,21C,21D,21E
 22A,22B,22C,22D
 23A,23B,23C,23D
 24A,24B,24C,24D

The term "Property" shall include any improvements constructed on the aforesaid real property, and any additional real property and improvements thereon which may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article X of the Declaration.

3. The term "Lot" as used in the Declaration is hereby amended and redefined to refer to any plot of land, together with improvements thereon, if any, as shown on that portion of the Plat of RAYMUR VILLA SUBDIVISION UNIT TWO, as set forth in paragraph 2 above, excepting dedicated roadways or streets thereon, and shall include all platted lots which may hereafter be brought within the jurisdiction of the Association by annexation of Additional Land, as provided in Article X of the Declaration.

4. The Additional Land as described on Exhibit "A" attached to the Declaration is hereby amended to add the following lots as described on the Plat of RAYMUR VILLA SUBDIVISION UNIT TWO, according to Plat thereof recorded in Plat Book 41, Pages 12, 12A and 12B of the public records of Duval County, Florida:

Lots
 10A,10B,10C,10D
 11A,11B,11C,11D
 12A,12B,12C,12D,12E
 13A,13B,13C,13D
 14A,14B,14C,14D
 15A,15B,15C,15D
 16A,16B,16C,16D
 17A,17B,17C

Lots
 18A,18B,18C,18D
 19A,19B,19C,19D
 20A,20B,20C,20D
 21A,21B,21C,21D,21E
 22A,22B,22C,22D
 23A,23B,23C,23D
 24A,24B,24C,24D

Notwithstanding the removal and discharge of the aforesaid lots from the Declaration pursuant to paragraph 1 hereof, such lots shall become a part of the Additional Land and all or a part thereof may hereafter be submitted to the Declaration as Additional Lands in the manner set forth in Article X of the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name by its duly authorized officer and the corporate seal affixed hereto on the day and year first above written.

Signed, sealed and delivered
 in the presence of:

Barbara L. Moe
Angie Duggan

THE NEW MET COMPANY

By: Robert K. Brown
 Its Vice President



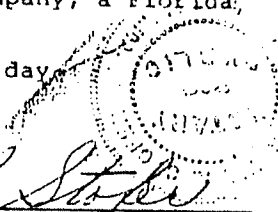
VOL 6037 P.1652

STATE OF FLORIDA
COUNTY OF DUVAL

OFFICIAL RECORDS

The foregoing instrument was acknowledge before me this 31st
day of October, 1985 by Robert K. Brown the
Vice President of The New Met Company, a Florida
corporation, on behalf of the corporation.

Witness my hand and official seal this 31st day
of October, 1985.


Lucetta R. Staples
Notary Public, State of Florida
at Large.
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 2, 1989
PRODUCED THRU HUCKLEBERRY, SIBLEY
& COMPANY INSURANCE & FINANCIAL, INC.

85-103511
Nov 5 4 08 PM '85

RECEIVED - RECORDS SECTION
COUNTY OF DUVAL, FLA.
NOV 5 1985
CLERK OF COUNTY

OFFICIAL RECORDS

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RAYMUR VILLA UNIT TWO

THIS DECLARATION, made on the date hereinafter set forth by THE NEW MET COMPANY, a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as "Property") in Jacksonville, Duval County, State of Florida, which is more particularly described as follows:

All lots shown on Plat of RAYMUR VILLA SUBDIVISION UNIT TWO, according to Plat thereof recorded in Plat Book 41, Pages 12, 12A and 12B, public records of Duval County Florida.

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

ADDITIONAL LAND

The Declarant may (but has no obligation to, and shall not be required to) annex the additional land (hereinafter referred to as "Additional Land") described on Exhibit "A" attached hereto, or any part thereof, without the consent of any Owner, or mortgagee of any Owner (unless required by Federal Housing Administration, the Veterans Administration, or the Federal National Mortgage Association), at any time within five (5) years of the date of this Declaration. Additional Land or portions thereof may be annexed by one or more Supplemental Declarations of Annexation from time to time, in accordance with the provisions of Article X hereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to RAYMUR VILLA UNIT TWO OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association as duly elected from time to time in accordance with the Bylaws of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, as defined below, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, unless and until such secured party has acquired title pursuant to foreclosure or any proceeding in lieu thereof.

Section 4. "Plat" shall mean the Plat of RAYMUR VILLA SUBDIVISION UNIT TWO recorded in Plat Book 41, Pages 12, 12A and 12B of the current public records of Duval County, Florida.

OFFICIAL RECORDS

Section 5. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, together with improvements thereon, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation, as provided in Article X.

Section 6. "Lot" shall mean and refer to any plot of land, together with the improvements thereon, if any, shown upon the recorded plat of Raymur Villa Subdivision Unit Two, excepting dedicated roadways or streets, thereon, and shall include all lots as shown on a recorded or preliminary plat of any property brought within the jurisdiction of the Association by annexation, as provided in Article X.

Section 7. "Common Area" shall mean all real property if any and improvements thereon hereafter owned by the Association for the common use and enjoyment of the Owners. At the time of recording of this Declaration, there are no Common Areas. Any provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association relating to Common Areas will become effective only if this Declaration is amended to add Common Areas or if the Association should acquire Common Areas.

Section 8. "Declarant" shall mean and refer to THE NEW MET COMPANY, a Florida corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of Development.

Section 9. "Dwelling Unit" shall refer to any dwelling unit or living unit constructed or to be constructed on the Property, together with all additions to or replacements of such dwelling or living unit whether free standing, connected to another dwelling unit by a common party wall, or within a single building containing more than one dwelling unit.

Section 10. "Rear Yard" shall refer to that portion of a lot lying between the line of the rear foundation of the Dwelling Unit constructed thereon (and the extension of such rear foundation line to its intersection with the side boundary lines of the lot) and the rear lot line of said Lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. In the event this Declaration is amended to add Common Areas or the Association shall acquire Common Areas, then every Owner shall have a right and easement of ingress and egress and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Notwithstanding the foregoing, in no event may the Association deny an Owner the use of any entrance areas or private roads so as to prohibit ingress and egress to his Lot.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area or to grant permits, licenses or easements therein or thereover, to any public agency, authority or public or private utility for roads or utility services or other purposes reasonably necessary or useful for the proper maintenance or operation of the Property, or for such purposes and subject to such conditions as may be agreed to by

the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded in the public records of Duval County, Florida.

(c) The easements and rights described in Sections 4, 5 and 6 of this Article II.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or "agreement for deed" purchasers who reside on the Property.

Section 3. Utility Easement and Maintenance.

(a) In the event that the utility company or companies providing electrical or water service to the Property require that all electrical meters or water meters for a building be attached to a single Dwelling Unit in the building there shall be an easement of ingress and egress over the Lot on which the meters are located (referred to in this Section 3 (a) as the "Servient Lot"), to and for the benefit of all Owners of any other Lot whose meters are located thereon, for the purpose of maintaining, inspecting, or reading the meters; provided that entry upon the Servient Lot shall be during reasonable hours, except in case of emergency, and shall be in an orderly manner.

(b) There shall be an easement under and through each Dwelling Unit constructed on each Lot and an easement five feet in width immediately surrounding each Dwelling Unit for the installation, maintenance and repair of the conduits for electrical wires, water lines or other common utility lines serving more than one Dwelling Unit or serving a Dwelling Unit located on another Lot.

(c) Each utility company providing service to any Dwelling Unit on the Property, its successors, assigns, agents and employees, shall have a perpetual and unobstructed easement and right of entry upon each Lot to the extent necessary or convenient to permit the installation, maintenance, replacement, removal, repair, servicing and reading of utility meters on any Lot. No owner, occupant or tenant of any Dwelling Unit shall erect any fence or any locked gate which inhibits such access.

(d) All utility lines serving one Dwelling Unit only, or serving only Dwelling Units within one building, shall be maintained by the Owner or Owners of the Dwelling Units served thereby from the Dwelling Units served to the point where such lines connect to the main line. All other utility lines, including drainage lines, drainage ditches and drainage retention ponds, lakes or basins serving or providing drainage of the Property, shall be maintained by the Association.

(e) Developer hereby reserves unto itself, its successors and assigns, for the use and benefit of the Additional Land, and any other property owned by Declarant, whether or not the same shall become subject to this Declaration, a non-exclusive, perpetual and transferable easement for drainage over and through all drainage ditches, lines, and retention areas, if any, upon the Property.

Section 4. Water and Sewer Utilities. Pursuant to a Utility Agreement dated October 11, 1984, between Lucina Utilities, Co., a Florida corporation and Declarant recorded or to be recorded in the public records of Duval County, Florida, Lucina Utilities, Co., ("Utility Company"), or its successors or assigns, shall have the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any part of the Property

to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from Utility Company, or its successors or assigns. All sewage from any building must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by Utility Company, or its successors or assigns. Utility Company has a non-exclusive perpetual and unobstructed easement and right of way in and to, over and under the Property for the purpose of ingress, egress, installation and/or repair of water and sewage facilities as provided in the aforesaid Agreement.

Section 5. Rear Yard Easement and Maintenance Easement. The nature of party-wall townhouses is such that access may be had to the Rear Yard areas of some Lots only by crossing over other Lots. Also, repair of the Dwelling Unit located upon a Lot may sometimes require access over an adjacent Lot. Therefore, in order to assure that each owner shall have access to the Rear Yard of his Lot, and such additional access as shall be required to repair his Dwelling Unit, each Owner, by acceptance of a deed to a Lot (referred to in this Section 5 as the "Servient Lot") shall be deemed to grant to all other Lot Owners (referred to herein as "Other Owners"), their invitees, domestic help, agents, employees, repairmen, and all delivery, pick-up and fire protection services, police and other authorities of the law, representatives of utilities authorized by Declarant and holders of mortgage liens upon Lots belonging to such Other Owners, a non-exclusive and perpetual right of ingress and egress across the Servient Lot (including without limitation the portion of the Servient Lot located behind the improvements constructed thereon), for the following purposes:

(a) To the extent reasonably necessary to permit access over the Servient Lot to the Rear Yard of the Lot belonging to the Other Owner or to the Dwelling Unit constructed on such Other Owner's Lot;

(b) To permit reasonable access over the Servient Lot to all parts of the Lot belonging to the Other Owner as may be necessary or desirable to permit repair and maintenance (including maintenance of the roof) of the Dwelling Unit located upon the Other Owner's property. Except in the case of emergency, any such entry upon a Servient Parcel shall be during reasonable hours and done so as to minimize disturbance of the Other Owner's use of his property, and upon completion of the maintenance, the Servient Lot shall be restored to its condition prior to entry.

Any fence constructed upon the Rear Yard of a Servient Lot, or along any boundary separating one Lot from another, shall contain a gate or gates or other opening at least three feet in width which will permit access by Other Owners and the additional parties benefitted by the easement contained in this Section 5, onto and across the Servient Lot to and from each Lot adjacent thereto. Such gates shall remain unlocked. No owner shall maintain trees, vines, shrubs or personal property which obstructs reasonable access by Other Owners across any Servient Lot as provided herein.

Section 6. Additional Easements.

(a) Additional easements may be reserved or granted by Declarant with respect to any Lot at any time prior to the time that Lot is conveyed to an Owner other than Declarant.

(b) Declarant hereby reserves unto itself, its successors and assigns a perpetual, non-exclusive and transferable easement over the roadway areas as shown on the Plat for ingress and egress and for the purpose of installing utility lines, cables and equipment for serving the property described in Exhibit "A" attached hereto or any other property now or

hereafter owned by Declarant, whether or not this Declaration is amended to add such property to the lands encumbered by this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine and as provided in the Bylaws of the Association, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever first occurs:

(a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B membership; or

(b) five years after the date of recording this Declaration in the public records of Duval County, Florida.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property including but not limited to the following:

(a) for the improvement and maintenance of the Common Area, if any;

unit #

(b) for the maintenance, improvement and operation of drainage easements, subsurface drainage systems and drainage retention basins, lakes or ponds serving the Property;

(c) to maintain in good condition and repair any entrance signs and any landscaping serving any entranceway to the Property described herein;

(d) for the maintenance of the exterior of Dwelling Units or the landscaping upon Lots to the extent required or permitted by Article VII hereof;

(e) to do anything necessary and desirable, in the judgment of the Association, to keep the Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the Association, may be a benefit to the Owners of the Property.

Section 3. Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be sixty and no/100 dollars (\$60.00) per year for each Lot which shall be payable in equal installments of five and no/100 dollar (\$5.00) per month. At the election of a Lot owner, the entire annual assessment may be paid in advance in one payment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board may fix the annual assessment at an amount not in excess of the maximum.

(e) The Association in determining the common expenses shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area, if any, and such reserve fund shall be maintained out of regular assessments for common expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only to meet bonafide expenses of the Association not anticipated to be incurred on a regular or annual basis, or to cover the cost and expense of maintenance and repairs or replacements of improvements upon a Lot which the Owner thereof is responsible to make under Article VII hereof, but has failed to make, or 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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty

(30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner other than Declarant and shall be due on the first day of each month thereafter. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. In the event that the assessment is not paid on or before the 25th day of the month a late penalty in an amount to be determined from time to time by the Board, but not to exceed five dollars (\$5.00) shall be due and payable. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Property or Common Area, if any, or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein upon any Lot shall be subordinate to the lien of any first mortgage upon that Lot unless notice of such lien is filed in the public records of Duval County, Florida prior to the recording of such mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. A foreclosure sale, or a proceeding in lieu thereof shall not, however, extinguish the personal liability of the Owner whose interest was foreclosed for any assessment upon his Lot which became due prior to the date of such sale. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed against the remaining Lots as a common expense.

Section 10. Exempt Property. All Property dedicated to, and accepted by, a local public authority or utility company, and model units or sales offices shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from assessments.

Section 11. Declarant Assessment. The Declarant shall pay each month to the Association, an amount equal to twenty-five percent (25%) of the annual assessment due and payable for the applicable month for each Lot upon which the improvements have been completed, which Developer owns, and which is not used

as a residence. At such time as the Lot is occupied, the Owner thereof, whether or not the Owner is the Declarant, shall be liable for the full monthly prorated payments of the annual assessment. Once the Lot has been occupied for residential use it shall always be subject to the payment of the full assessment, whether occupied or unoccupied.

The Declarant's assessment, whether a partial or full assessment, together with interest costs and attorney's fees shall be a charge on the Declarant's Lots and shall be a continuing lien upon the Lot against which the assessment is made.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvement, other than those erected by the Declarant shall be commenced, erected, altered, modified or maintained upon the Property, nor shall any exterior addition to or change or alteration thereof be made or commenced, including without limitation, changing the exterior color thereof; nor shall there be any change or alteration of the landscaping, including without limitation changes to sodded or natural areas, removal of trees, planting hedges or other shrubbery, or planting of gardens, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing (as to harmony of external design and location in relation to surrounding structures and topography) by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board (hereinafter referred to as the "Committee"). In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

USE RESTRICTIONS

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

Section 1. Use of Lots. Each Lot shall be used for a single household and for residential, non-commercial purposes only, except as provided herein. Nothing herein shall be construed to prohibit leasing of the Lots or the improvement thereon, provided that such leases are in compliance with Section 5 hereof. Notwithstanding the foregoing, Declarant shall have the right to use any Lot or Dwelling Unit as a real estate sales office so long as that Lot or Dwelling Unit is owned by or leased to Declarant.

Section 2. Insurance. No use shall be made of any Lot or of the Common Area, if any, which will increase the rate of insurance upon the Property or any Lot, without the prior consent of the Association or the Owner of any affected Lot. No Owner shall permit anything to be done or kept on his Lot or on the Common Area which will result in cancellation of insurance on any Lot or any part of the Common Area, or which will be in violation of any law. No waste shall be committed in the Common Area, if any.

Section 3. Nuisances. No noxious or offensive activity shall be allowed upon the Property, or upon any Lot, nor any use or practice which is the source of annoyance or nuisance

to Owners or guests or which interferes with the peaceful possession and proper use of the Property or any Lot by Owners or the Association. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist on the Property or any Lot.

Section 4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Property shall be the same as is elsewhere herein specified.

Section 5. Leasing. All leases of the Lots or improvements thereon must be for a minimum of one (1) year and must provide that the lessee shall be bound by the provisions of this Declaration and any noncompliance by such lessee shall be the responsibility of the Owner. This section shall not apply to lease by an Owner to the Declarant of premises for use as a real estate sales office.

Section 6. Detached Structures and Objects. None of the following buildings, structures or objects shall be erected and maintained or allowed to remain on any Lot unless the same are located wholly within the residence and obscured from view from any street or any adjacent Lot or located in such manner that the same are obscured from view from any street or any adjacent Lot: pens, yards, platforms, and houses for pets, hothouses, greenhouses, above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, appliances, tool shops and workshops, play houses, outdoor fireplaces, barbecue pits, garbage and trash cans and receptacles, and other mechanical equipment and any other structures or object determined by Declarant, the Board or the Committee to be of an unsightly nature or appearance. This provision shall not prohibit Declarant from storing construction materials upon any Lot during construction of improvements thereon.

Section 7. Temporary, Movable Structures. Except as otherwise permitted herein, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. This paragraph shall not however prevent the use by Declarant of a temporary construction shed during the period of actual construction of Units upon Lots, hereunder, nor the use of adjacent sanitary toilet facilities for workmen during the course of such construction, nor the use of any Lot or Unit thereon for a sales office so long as such Lot is owned by Declarant.

Section 8. Window Air Conditioner. No window air conditioner unit shall be installed in any building upon any Lot without the prior written consent of Declarant, the Board, or the Committee.

Section 9. Antennas. No radio or television aerial antenna or satellite dish antenna or any other exterior electronic or electric equipment or device of any kind shall be installed or maintained on the exterior of any building located on a Lot, or on any portion of any Lot not occupied by a building or other structure, unless and until Declarant, the Board or the Committee shall have approved of the location, size and design thereof and the necessity therefor.

Section 10. Mail Boxes. There shall be no mail boxes or newspaper boxes unless approval therefor is given by

Declarant, the Board or the Committee, which shall also require approval as to the initial and approval as to continued location, size and design of same.

Section 11. Trash. Burning of trash, rubbish, garbage, leaves or other materials, in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and in such location so as to be hidden from view from any adjacent Lot or street.

Section 12. Parking, Storage, Repairs. Except for passenger cars and pickup trucks for personal use, no vehicles (including but not limited to boats, boat trailers, travel trailers, camp trailers, motor homes, mobile homes) or any similar property shall be kept on any street or driveway or stored on any Lot except within a garage. No repairing or overhauling of any vehicles is allowed on any part of the Property or a Lot. No vehicle shall be parked on any portion of a Lot which is not paved as a driveway or parking area. Notwithstanding the foregoing, Declarant shall have the right to maintain temporary additional parking upon any Lot owned or leased by Declarant and used as a real estate sales office.

Section 13. Condition of Lots. Each Owner shall maintain the entire Lot (and the improvements thereon) in a neat and clean condition at all times. No trash, garbage, rubbish, debris or refuse or unsightly objects shall be allowed to be placed, accumulated, or suffered to remain anywhere on any Lot or street.

Section 14. Drying. Outdoor drying of wash must be done in areas that are completely screened from view from any adjacent Lot or any street.

Section 15. Animals. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any Lot or other portion of the Properties. ~~There shall be allowed no more than two domesticated dogs, cats or other household pets for each Unit provided such pets are kept for the pleasure and use of the residents and not for commercial purposes, and provided that such pets shall not be permitted to run free.~~ If, in the sole discretion of Declarant or the Board, any of said pets become dangerous or an annoyance or nuisance to other residents of the Property or surrounding areas, or destructive of wildlife or property, they may not thereafter be kept on the Property.

Section 16. Grading. No Lot or part thereof or any other portion of the Property shall be graded, and no changes in elevation of any portion of the Property shall be made which would adversely affect any adjacent property without the prior written consent of Declarant.

Section 17. Garbage Collection. Each Owner shall contract with a garbage collection company or agency to remove garbage, trash and rubbish from such Owners' Lot.

Section 18. Additional Covenants and Restrictions. Other than Declarant, no owner of any part of the Property shall, without the prior written approval of Declarant, impose any additional covenants or restrictions on any part of the Property.

Section 19. Regulations. Reasonable regulations and rules concerning the use of the Property may be promulgated, modified or amended from time to time by the Board; provided, however, that all such rules and regulations not in effect at the time of recording this Declaration and modifications or amendments thereto shall be approved by not less than fifty-one percent (51%) of each class of members of the Association before the same shall become effective. Members not present at meetings considering such regulations or amendments thereto may express

their approval or disapproval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Property upon request.

Section 20. Fences. No chain link fence shall be erected upon any portion of the Property. No fence shall be erected upon any Lot in the area between the building foundation line at the rear of the Dwelling Unit (and the extension of such line to its intersection with the side Lot lines bounding the Lot) and the street in front of the Dwelling Unit. No fence of any kind shall be erected, altered, modified or maintained upon any other portion of the Lot until the composition, materials, design, location and height thereof has been approved in writing by the Association or the Architectural Committee (as defined in Article V hereof) as to harmony of composition, materials, design and height in relation to surrounding structures and topography. The Association and the Architectural Committee shall require the composition, materials, design and height of any fence to be consistent and harmonious with other fences on the Property, if any. All fences shall comply with the requirements of Article II, Section 5 hereof. The restrictions of this paragraph shall not apply to a Lot owned by or leased to Declarant and used as a real estate sales office, so long as such Lot is used for that purpose.

Section 21. Window Coverings. All window coverings shall have white or off-white backing or lining so as to give a uniform appearance to the facade of the Dwelling Units.

Section 22. Exterior Appearance. In order to preserve the architectural consistency and the uniform appearance of the improvements constructed upon the Property, no alteration or changes shall be made to the exterior of any Dwelling Unit or improvements constructed upon the Property (including changes in color or painting of exterior surfaces, installation of exterior lighting or hardware of a different type or appearance from that originally constructed, installed or applied by Declarant) without prior written consent from the Board or the Architectural Committee as required by Article V hereof.

Section 23. Garages. No garage on any Lot shall be enclosed or converted for use as part of the living area of a Dwelling Unit, or used for any purpose other than that for which it was originally constructed.

ARTICLE VII

EXTERIOR MAINTENANCE AND LANDSCAPING

Section 1. Building Maintenance.

Each Owner shall maintain in good order and repair the exterior of the building located upon such Owner's Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board, then the Board, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents, and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be due and payable immediately, shall be added to and become part of the assessment to which such Lot is subject, and shall be secured by the lien for assessments.

Section 2. Easement for Building Maintenance.

The Owner of each Lot (the "Servient Lot") by acceptance of his deed, grants to each adjacent Owner, his agents and employees, the right of ingress and egress over the Servient Lot for the purpose of maintaining and repairing the adjacent Owner's

Lot as required herein. Any such entry except in the case of an emergency shall be during reasonable hours and done so as to minimize any disturbance of the Servient Lot Owner's use of his property and upon completion of the maintenance, the Servient Lot shall be restored to its condition prior to entry. In addition, the Association and its authorized agents are hereby granted an easement of ingress and egress over each and every Lot for the purpose of making emergency repairs, providing the maintenance and repair required by the Declaration, and doing other work reasonably necessary for the proper maintenance and operation of the Property and the improvements thereon.

Section 3. Landscaping.

Each Lot, including the portion of the Lot between the street pavement and the right of way line shall be landscaped and maintained. No gravel, rocks, artificial turf or similar material shall be permitted as substitute for a grass lawn. No fences shall be permitted on the portion of the Lot between the Dwelling Unit and the adjacent public street. The composition, location and height of any fence to be constructed on any other portion of the Lot shall be subject to the approval of the Association. To the extent permitted by the City of Jacksonville, the Association shall maintain the landscaping upon any median areas within the streets as shown on the Plat. The provisions of this paragraph shall not apply to a Lot owned by or leased to Declarant for use as a real estate sales office, so long as the Lot and improvements thereon are used for that purpose.

ARTICLE VIII

PARTY WALLS AND COMMON ROOFS

Section 1. General Rules of Law to Apply. Each wall built as a part of the original construction of the improvements upon any Lot and placed on the dividing line between the Lots shall constitute a party wall. Any common roof built as a part of the original construction of improvements (or any replacement thereof) covering more than one Dwelling Unit, shall constitute a common roof. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to the party walls and common roofs as defined herein.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or a common roof shall be shared by the Owners who make use of the wall or roof in proportion to such use. In addition to the party wall and common roof, Owners may share fences or sidewalks constructed by Declarant along the common property line separating such Owners' Lots, the repair and maintenance of which shall be shared by the adjacent or adjoining Owners.

Section 3. Destruction by Fire or Other Casualty. If a party wall or common roof is destroyed or damaged by fire or other casualty, any Owner who has used the wall or roof may restore it, or any part of it, and if the other Owners thereafter make use of the wall or roof, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right to any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall or common roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or common roof, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX

RIGHTS OF MORTGAGEES

Upon written request to the Association, identifying the name and address of a mortgage holder, lender, insurer or guarantor of a mortgage on the Property or any Lot or the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the Veteran's Administration or the Federal Housing Administration, or any agent of any of the aforesaid having an interest in or mortgage upon a Lot (hereinafter jointly and severally referred to as "Mortgagee"), such Mortgagee will be entitled to timely written notice of:

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

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

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

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

ARTICLE X

ANNEXATION OF PROPERTY

Section 1. Declarant's Annexation. For a period up to five years after the date of recording this Declaration, the Declarant shall have the right (without obligation to do so), from time to time and in its sole discretion without the consent or joinder of the Association, any Owner, or mortgagee of any Owner (unless otherwise required by the Federal Housing Administration, the Veteran's Administration, or the Federal National Mortgage Association) to annex to the Property and to include within this Declaration all or part or parts of the additional land described in Exhibit "A."

Section 2. Members Annexation. In addition to the manner of annexation permitted by Section 1, above, the Owners may annex additional lands to the Property with the approval of each class of Owners of two-thirds (2/3) of the Lots within the Property.

Section 3. Supplemental Declarations. Any such additions authorized in Section 1 or 2 above may be made by filing of record of one or more Supplemental Declarations with respect to

ARTICLE XIII

OFFICIAL RECORDS

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the votes of each class, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded in the public records of Duval County, Florida.

Section 4. FHA/VA Approval. So long as any of the Lots are encumbered by mortgages owned, held, guaranteed or insured by the Federal Housing Administration or the Veterans Administration, and so long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendments of this Declaration.

Section 5. Special Amendment. As long as there is a Class B membership, or so long as Declarant is entitled to annex to this Declaration any of the Additional Land, Declarant, without the consent of any Owner, the Association or any Mortgagee, hereby reserves and is granted the right and power to make and to record in the public records of Duval County, Florida, Special Amendments to this Declaration at any time and from time to time which amend this Declaration: (1) to comply with the requirements of the Federal National Mortgage Association, the Veterans Administration or the Federal Housing Administration, or any other governmental or quasi-governmental agency or entity which performs (or may in future perform) functions similar to those currently performed by such entities; or (2) to induce any such agency or entity to make, purchase, sell, insure or guarantee first mortgages on any of the Lots within the Property. Provided however, that no such Special Amendment shall discriminate against any Lot not owned by Declarant, unless such other Owners and their mortgagees so affected shall give their prior written consent thereto; and no such Special Amendment shall materially adversely affect or change any Lot nor the share of the expense of the Association appurtenant thereto, unless the Owners of the Lots so affected and all record owners of mortgages upon such Lots shall join in execution of the Special Amendment.

JOINDER

SOUTHEAST BANK, N.A., the holder of a mortgage on the real property described in the aforesaid Declaration, recorded in Official Records Volume 5929, Page 137 of the public records of Duval County, Florida, joins in this Amendment for the purpose of consenting to the terms thereof.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

SOUTHEAST BANK, N.A.

By: [Signature]
Its Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24th day of December, 1985 by John F. Jones as Vice president of Southeast Bank, N.A., on its behalf.

[Signature]
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Jan. 20, 1989
Bonded By Transamerica Insurance Co.

85-120249

DEC 26 9 23 AM '85

NOTARY PUBLIC, STATE OF FLORIDA
COUNTY OF DUVAL, FLA.
[Signature]
NOTARY PUBLIC