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**OFFICIAL RECORDS**

Prepared by RETURN TO:  
RICHARD G. HATHAWAY, ESQUIRE  
MAHONEY ADAMS MILAM  
SURFACE & GRIMLEY  
POST OFFICE BOX 4099  
JACKSONVILLE, FLORIDA 32201

DECLARATION OF EASEMENTS, COVENANTS AND  
RESTRICTIONS FOR LANTANA LAKES

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LANTANA LAKES is made by CSCEC - US, INC., a Delaware corporation authorized to transact business in the State of Florida whose address is 6815 Atlantic Boulevard, Suite 6, Jacksonville, Florida 32211 ("Developer"), is dated this 11th day of April, 1988.

ARTICLE I

INTRODUCTION, DEFINITIONS AND CONSTRUCTION

Developer is the owner of the real property located in Duval County, Florida more particularly described on Exhibit A attached hereto (the "Property"). Developer has caused the Property to be surveyed and divided into one hundred and sixty-one (161) individual lots (the "Lots") in accordance with the Plat attached hereto as Exhibit B (the "Plat") which Lots are more specifically described in Exhibit C. Developer desires to restrict the use of the Property and declares that the Property and all portions thereof (except to the extent specifically exempted herein) shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof for the purpose of preserving the value and maintaining the desirability of the Property.

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents shall have the following meanings:

1.1 "A.R.C." means the Architectural Review Committee of the Association as set forth in Article VIII hereof.

1.2 "Association" means Lantana Lakes Homeowners' Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.3 "Board" or "Board of Directors" means the Association's Board of Directors.

1.4 "Common Areas" means all property owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements.

1.5 "Developer" means CSCEC - US, INC. a Delaware corporation authorized to transac. business in the State of Florida, whose address is 6815 Atlantic Boulevard, Suite 6, Jacksonville, Florida 32211, its successors and assigns with respect to the entire Property.

1.6 "Lakefront Lots" means Lots 8-25, 78-135, 160-161, 165-168, 171-175, 178-182, 184-193 and 198-206, all inclusive, as identified on the Plat which have frontage on, or contain within the Lot lines a portion of a lake or other body of water within the Property.

161<sup>rd</sup>  
13<sup>th</sup>  
114<sup>th</sup>

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1.7 "Law" means any statute, ordinance, rule, regulation, or order adopted or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, from time to time applicable to the Property or to any and all activities on or about the Property. As the context may admit, such term also includes the general principles of decisional law.

1.8 "Legal Documents" collectively means this Declaration of Easements, Covenants and Restrictions, the Association's Articles of Incorporation and the Association's By-Laws, as the same may be amended from time to time. Individually the foregoing are defined as:

(a) "Declaration" means this Declaration of Easements, Covenants and Restrictions for Lantana Lakes, and any supplemental declarations made in accordance herewith, as amended from time to time.

(b) "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

(c) "By-Laws" means the By-Laws of the Association, as amended from time to time.

1.9 "Lot" means each of the one hundred and sixty-one (161) lots shown on the Plat excluding any areas designated as Common Areas.

1.10 "Mortgage" means any mortgage, deed of trust, or other instrument validly creating a lien upon any Lot, as security for performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.11 "Mortgagee" means the Person(s) named as the obligee under any Mortgage, or the successor in interest to any such Person.

1.12 "Owner" means the record Owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers and any Person holding such fee simple title merely as security for the performance of an obligation. Developer is an Owner as to each Lot owned by the Developer.

1.13 "Person" means any natural person or artificial entity having legal capacity.

1.14 "Property" means the lands in Duval County, Florida, described on Exhibit "A" attached to this Declaration together with all other lands that hereafter may be made subject to the provisions of this Declaration in the manner provided herein.

1.15 "Regulations" means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Legal Documents.

1.16 "The Work" means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, utility systems, community facilities, Units, and other improvements, and the sale, lease, or other disposition of the Property in Lots. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

1.17 "Unit" means a detached dwelling located on a Lot.

1.18 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" have the same effect as of the term "shall". Wherever any time period is measured in days, if any such time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Lot" and "Property" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

## ARTICLE II

### PROPERTY RIGHTS AND EASEMENTS

2.1 Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the Association, at such time as in its sole discretion it deems appropriate, the title to the Common Areas, subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, and easements for drainage and public utilities. Every Owner has a nonexclusive right and easement of enjoyment in and to the Common Areas that is appurtenant to, and passes with, the title to every Lot, subject to the easements and other property rights granted in this Article and to the following:

(a) Fees. The Association's right to charge reasonable fees for the use of any recreational facility situated upon the Common Areas.

(b) Suspension. The Association's right: (i) to suspend the voting rights of any Owner for any period during which any assessment against such Owner's Lot remains unpaid; (ii) to suspend such Owner's and his lessee's right to use any recreational facility owned or controlled by the Association, for the same period; and (iii) to suspend any Owner's and his lessee's right to the use of any such recreational facility for a period not to exceed sixty (60) days for any material infraction of the Association's Regulations.

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association.

(d) Rules and Regulations. The Association's right to adopt, alter, amend, rescind, and enforce reasonable Regulations governing the use of the Common Areas, as provided herein.

(e) Legal Documents. The provisions of the Legal Documents and all matters shown on any site plan of all or part of the Property.

(f) General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas and restrictions, limitations, easements of record.

The foregoing easement of enjoyment of the Common Areas is limited to using the Common Areas for their intended purposes in a reasonable manner, and with respect to any particular use or activity, it is limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity.

2.2 General Easements. All Lots are subject to perpetual easements: (a) to the Association for the maintenance, repair, and reconstruction of any landscaped areas, roofs, Unit exteriors or other portions of a Lot, as provided in this Declaration; (b) to accommodate eave, gutter, drainage, spout, foundation and footing encroachments into an adjacent Lot, and roof drainage onto such adjacent Lot and maintenance access to the adjacent Lots provided that such encroachments shall not exceed eighteen (18) inches into an adjacent Lot; (c) for the drainage of ground and surface waters in the manner established by Developer as part of the Work; and (d) such easements as are shown on the Plat. In addition to the easements shown on the Plat, each Lot shall be subject to perpetual drainage easements along each side Lot line in the amount of ten (10) feet for the installation, maintenance, and use of drainage ditches, pipes or other drainage facilities.

2.3 Lake Related Easements. The City of Jacksonville has been granted perpetual drainage easements through the lakes and other wetlands situated in whole or in part on the Property for use and maintenance as an outfall for storm drainage waters. Each Lot is subject to an easement to the City of Jacksonville and the Association from the top of the lake embankment to the rear lot lines (including any submerged portions of the Lot) for the installation, use, maintenance, repair and replacement of stormwater filtration and retention systems. The City of Jacksonville, Florida and the Association shall have perpetual easements across each Lakefront Lot for ingress and egress to such lake for the purposes of exercising any right or performing any obligation provided in this Declaration, on the Plat, or by Law.

2.4 Plat Easements. Reference is made to the utilities, drainage, ingress and egress, non-access, and other easements shown on the Plat. The Developer shall have the unrestricted right without the approval or joinder of any other Person to designate the use and to alienate, release or otherwise assign the easements shown on the Plat unless such easements have been previously conveyed or dedicated. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over or under the easement area. The Owner of a Lot subject to any easement shall not construct any improvements on the easement areas, nor alter the flow of drainage, nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements on such easement areas or landscapes such areas as aforesaid, the Owner of the Lot shall remove the improvements or landscape items upon written request of Developer, the Association or the grantee of the easement. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lots owned by Developer. In



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addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Areas.

2.5 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

2.6 Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Areas to any and all Persons from time to time lawfully occupying such Owner's Lot, but to no other. Any delegation is subject to the Association's Regulations.

2.7 Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot passes any rights in and to the Common Areas, except as expressly enumerated in this Declaration. No provision in any deed or other instrument of conveyance of and interest in any Lot shall be construed as passing any such right, title, and interest except as expressly provided in this Declaration.

2.8 Platting and Subdivision Restrictions. Developer may from time to time, plat or replat all or any part of the Property owned by Developer, and may file subdivision restrictions and amendments thereto with respect to any such portion of the Property.

ARTICLE III

USE RESTRICTIONS

3.1 Residential Use. Lots may only be improved by the construction thereon of a Unit. Each Lot shall be used for single family residential purposes only. No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servant's quarters shall be at any time used as a residence either temporarily or permanently. No detached outbuildings shall be erected or permitted to remain on any lot prior to the start of construction of a permanent residence thereon. No trade, business, or profession of any kind may be conducted in, on, or from any Lot, subject to the rights herein reserved to Developer to complete the work. The letting, renting, or leasing of Lots and Units for non-transient residential purposes shall not constitute a trade or business; provided that there shall be no letting, renting or leasing for lease terms of less than one (1) month.

3.2 Size and Minimum Floor Elevation Limitations. The Units constructed on each Lot shall not exceed the height of twenty-eight (28) feet above grade level. Units shall have a minimum square footage of one thousand, one hundred, eighty-seven (1,187) square feet of interior living area, exclusive of garages, porches and patios, but total ground coverage shall not exceed fifty percent (50%) of the Lot surface area.

3.3 Other Structures. Without the prior written approval of the A.R.C., no tents, sheds, trailers, tanks, storage buildings, clothes lines, arbors, gazebos, swimming pools, or playground equipment or structures of any type whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent may be erected on a Lot.

3.4 Landscaping. In connection with the construction of Units upon the Lots by Developer, no artificial grass, plants or other artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot.

3.5 Fences.

(a) General. No hedges, fences, walls or similar structures may be erected on a Lot, until the location, quality, style, color and design have been first approved in writing by the A.R.C. No fence, wall or hedge may exceed six (6) feet in height. No chain link, barbed wire or other forms of wire fences are permitted. All fences must be painted or stained and must be maintained to preserve an attractive appearance from the exterior of each Lot as determined in the sole discretion of A.R.C.

(b) Preservation of Easement Rights. Specific reference is made to the easements shown on the Plat and reserved in this Declaration. No fence, wall, or other improvements that interfere with exercise of these easement rights may be constructed, installed or maintained in these easement areas. Any improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by the grantee of the easement.

3.6 Setback Lines. The Developer shall construct all Units on Lots utilizing the zero lot line concept with a blank building facade located immediately adjacent to one interior lot line and providing a minimum ten (10) foot private side yard related to the opposite facade. Minimum setback lines for front and rear yards are twenty (20) and ten (10) feet respectively.

3.7 Parking Restrictions and Garages.

(a) Parking. Each Unit shall also consist of an attached garage in which all passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less ("Permitted Vehicles") shall be parked. Boats, trailers, recreational vehicles and other vehicles that are not Permitted Vehicles regularly may be parked only in the garages of Units or in areas designated for such use by the Association. No parking places may be constructed on any Lot. Commercial vehicles or vehicles with advertising thereon shall not be parked within public view on a regular basis. No part of the Common Areas or of the public right-of-ways shall be regularly used for parking. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours.

(b) Garages. No garage shall be permanently enclosed or converted to another use without the written approval of the A.R.C. No carports shall be permitted. All Units will be constructed with garages which shall contain two (2) parking places with a minimum of three hundred, eighty (380) square feet of usable space appropriate for the parking of Permitted Vehicles.

(c) Driveways. All Lots shall have a paved driveway.

3.8 Alterations, Modifications and Maintenance of Exteriors. An Owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the

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structural components, roof, or exterior of his Unit including driveways and garages, nor make any additions to the exterior of his Unit including the installation of window air conditioners, without the prior written approval of the A.R.C., except that an Owner shall maintain, repair and replace the exterior of his Unit and Lot with materials of the same color, style and of equal or greater quality as originally constructed in accordance with approved plans and specifications.

3.9 Antenna Systems. No television or radio masts, towers, poles, antennas, aerials, satellite dishes, or appurtenances shall be erected, constructed, or maintained on the exterior of any Unit or Lot unless the location, size and design thereof have been approved by the A.R.C. In general the A.R.C. shall not approve any such items unless the proposed antenna system for the Unit can be completely hidden from view from the street and adjacent Lots.

3.10 Occupancy and Leasing Restrictions. Each of the Units shall be occupied only by the Owner or lessee of a Unit, members of their family, their servants and nonpaying social guests. Entire Units may be rented provided the occupancy is only by the lessee and the members of their family, servants and nonpaying social guests. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant. Special assessments may be levied against the Lot for such amounts. No lease may be for a period of less than one month without the approval of the Association.

3.11 Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that caged birds and other common household pets such as dogs and cats may be kept by the occupants of each Unit subject to the Association's Regulations, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. Dogs must be leashed or kept within enclosed areas at all times. All pets are prohibited from the recreational facilities located in the Common Areas.

3.12 Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinder or containers for the storage of liquified petroleum, gas or other fuel, garbage or trash, must be approved by the A.R.C. and shall be screened from view from adjacent Lots and any street. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit, or in refuse containers concealed from view, and in accordance with the Association's Regulations. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way.

3.13 Sewage Disposal and Water Service. All water and sewage service to the Property shall be supplied by the City of Jacksonville, its successors or assigns, by means of the central water supply and sewage system providing service to the Property. No well of any kind shall be dug or drilled on the Property without the prior approval of the A.R.C., and then only for the purpose of providing landscape irrigation. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the lakes. No water from air conditioning systems shall be discharged into the marshlands or lakes. The City of Jacksonville, or its successors or assigns, has a non-exclusive perpetual easement, in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of providing

water and sewage service to the Property. The Association shall own, maintain, and repair the water and sewage facilities and distribution system.

3.14 Signs and Mailboxes. No sign of any kind shall be displayed to public view within the Property except customary address signs approved by the A.R.C., and an approved lawn sign of not more than four (4) feet square in size advertising a Unit for sale or rent. All signs permitted by this subsection are subject to the A.R.C.'s Regulations. The size, design and color of all mailboxes and the supporting structures must be approved by the A.R.C.

3.15 Outdoor Drying of Laundry. Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and any street. All clothes lines or drying racks must be approved in writing by the A.R.C. No rugs, drapes, or other items shall be hung from any portion of the exterior of any Unit.

3.16 Window Coverings and Air Conditioners. Without the prior written approval of the A.R.C., no aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a Unit. No window air conditioning units shall be installed in any side of a building which faces a street. No exterior components of air conditioning units shall be visible from the street.

3.17 Wetlands.

(a) General. Only the Developer or the Association shall have the right to pump or otherwise remove any water from any lake, stream, pond, lagoon, marsh or other wetlands situated in whole or in part upon the Property for the purpose of irrigation or other use notwithstanding that all or a portion of such wetlands may be located within a Lot. Subject to drainage easements, the Association shall have the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, animals, fish and fungi and in any such lakes. The height, grade and contour of any lake embankment shall not be changed without the prior written consent of the Association. No docks, moorings, pilings, bulkheads or other structures shall be constructed on such embankments, unless and until same shall have been approved by the A.R.C.

(b) Recreational Use. Only manually powered boats, canoes and sailboats sixteen (16) feet or less may be used on any of the lakes, ponds, streams, lagoons, marshes or other wetlands within the Property, notwithstanding that all or portions of such wetlands may be located within a Lot. Swimming or bathing in any of the wetland areas is expressly prohibited.

3.18 Rules and Regulations. The Association is empowered to issue, and thereafter amend or terminate, reasonable rules and regulations for the use and control of the Property. No Owner or other Person occupying any Lot, or any lessee or invitee, shall violate the Association's Regulations for the use of the Property. All Owners and other Persons occupying any Lot, and their lessees or invitees, at all times shall do all things reasonably necessary to comply with the Regulations. Wherever any provisions of this Article prohibit any activity, condition, or structure within the Property except as permitted by the Association's Regulations, such restriction or prohibition is self executing unless and until the Association issues Regulations expressly permitting the same. Without limitation, any rule or regulation will be deemed "issued" when posted conspicuously at such convenient location within the Property as the Association may from time to time designate.

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3.19 General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of Law. No noxious, destructive, or offensive activity is permitted within the Property, nor shall anything be done within the Property that may constitute a nuisance to any other Person lawfully occupying any Lot. Each Owner shall defend, indemnify, and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant or lessee of such Owner's Lot.

3.20 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provision of this Declaration. The improvements shall be reconstructed in accordance with the Developer's original plans and specifications including color scheme, placement on Lot and materials. In all cases, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

## ARTICLE IV

## MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every Owner of a Lot is a member of the Association and is entitled to one membership for each Lot owned, except for Developer who shall be entitled to three votes for each Lot owned by Developer for so long as Developer owns any Lot and offers same for sale in the ordinary course of business. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot; provided however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

4.2 Classification. The Association has two classes of voting membership:

(a) Class A. So long as there is Class B membership, Class A members are all Owners except Developer. Class A members are entitled to one vote for each Lot owned. Upon termination of Class B Membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

(b) Class B. The Class B member is Developer who is entitled to three votes for each Lot owned. The Class B membership will continue for so long as Developer owns any Lot and holds the same for sale in the ordinary course of business, and will cease upon the last sale of any Lot so held by Developer.

4.3 Co-Ownership. If more than one Person holds the record title to any Lot, all such Persons are members but only one vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote

for such Lot unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a corporation or partnership, the secretary of the corporation or the general partner of the partnership shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation or partnership.

4.4 Extraordinary Action. The Association's Articles of Incorporation provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the members. In addition, any such action shall require the written approval of the Developer for so long as the Developer is a member of the Association.

4.5 Amplification. The members of the Association shall elect the Board of Directors of the Association, who shall manage the affairs of the Association. The Board of Directors shall appoint officers of the Association to administer the operation of the Association. The provisions of this Article are amplified by the Association's Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

#### ARTICLE V

##### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

###### 5.1 The Common Area.

(a) General. Subject to the rights of the Developer and the Owners, as set forth in this Declaration, the Association has exclusive management and control of the Common Areas, and any and all of its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall keep the foregoing in a safe, clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Areas include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work, and any replacements or additions thereto made in accordance with the provisions of the Legal Documents.

(b) Insurance. The Association shall keep the improvements located on the Common Areas, including fixtures and personal property of the Association insured to their replacement value, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as the improvements on the Common Areas, including vandalism and malicious mischief and flood and water damage, if the Common Areas are at any time located in a federally designated flood area. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors. To the extent from time to time available, the Association's insurance will provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

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(c) Use of Amenities. The Association shall regulate and govern the use of the lakes, swimming pool and other areas of the Common Areas which are intended to serve as amenities for the Owners. The Association shall have the right to permit persons other than Owners of Lots to use such amenities provided that the Association elects to do so, charges the others an appropriate fee for their use and such others agree to comply with the rules and regulations of the Association governing the use of such amenities. The Association is not obligated to permit others to use such amenities, but reserves the right to do so if so decided by the Board of Directors.

5.2 Other Maintenance.

(a) Unit Exterior and Lot Maintenance. If an Owner of any Lot shall fail to maintain, repair, or restore the exterior of his Lot and Unit, in the manner required by the Legal Documents within thirty (30) days following notice by the Association specifying the maintenance or repair item, then the Association after approval by not less than seventy-five percent (75%) of the members of the Board of Directors, shall have the right, through its agents and employees, to enter upon the Lot and to perform such repair, maintenance, or restoration. The cost of such exterior maintenance plus twenty percent (20%) thereof, shall be assessed to the Owner of the Lot and shall become due and payable in all respects, together with interest and fees and costs of collection, (including reasonable attorneys' fees at trial and on appeal) as provided for other assessments of the Association. Additionally, the Association shall have a lien for all unpaid costs and interest against the Lot, and such costs and interest shall be the personal obligation of the Person who owned the Lot at the time the notice was given by the Association, in the same manner as herein provided for other assessments of the Association.

(b) Landscaping. The Association shall maintain all landscaping and grassed areas installed by Developer as part of the Work located in public rights-of-way or on utility parcels within the Property.

(c) Lake Maintenance. The Association shall maintain the lakes and wetlands within the Property, notwithstanding that a portion of any lake or wetland may be located within one or more Lots. Subject to the rights of the City of Jacksonville, and other governmental authorities, the Association shall have the exclusive right to determine and control water levels and water quality, and to control the growth and removal of plants, fungi, waterfowl and animals within the lakes and wetlands.

5.3 Maintenance of Stormwater Management System by Association. The Association shall operate and maintain the stormwater management system that Developer has installed as part of the Work pursuant to the permits issued by the Florida Department of Environmental Regulation and the St. Johns Water Management District, including all retention areas, underdrains, culverts and filtration systems. If the Association is dissolved, the property consisting of the stormwater management system that is located on the Common Areas shall be conveyed to an appropriate agency of local government, and those portions of Lots on which are located parts of the stormwater management system shall be subject to easements to such agency of local government to operate and maintain the stormwater management system. If the conveyance is not accepted by the local government agency, then the stormwater management system must be conveyed to a non-profit corporation similar to the Association. Any modification of the Common Areas that would adversely affect the stormwater



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management system must have the prior approval of the St. Johns Water Management District. The costs of maintenance of the stormwater management system shall be borne by the Association.

5.4 Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. The Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's Regulations.

5.5 Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and the Common Areas so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, or may be amended or rescinded by a majority of both classes of membership present and voting at any regular or special meeting convened for such purpose. No regulations, decision, amendment or other action that reasonably may have the effect of waiving, lessening, or otherwise interfering with the scope or enforcement of any restriction imposed on the Property by this Declaration will be valid without the written approval of the Developer. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and opportunity to be heard, in person or through representatives of the Owner's choice.

5.6 Implied Rights. The Association may exercise any right, power, or privilege given to it expressly by the Legal Documents and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

5.7 Access by Association. The Association has a right of entry on to each Lot (but not the Unit located thereon) to the extent reasonably necessary to exercise any right granted or to discharge any duty imposed by the Legal Documents, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable time and upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers.

5.8 Restriction on Capital Improvements. All capital improvements to the Common Areas, except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the Common Areas, must be approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

## ARTICLE VI

## COVENANTS FOR ASSESSMENTS

6.1 Assessments Established. For each Lot within the Property, Developer covenants, and each Owner by acceptance of a deed or other conveyance of record title to a Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

(a) An annual maintenance assessment, as defined in paragraph 6.2; and

(b) Special assessments, as defined in paragraph 6.3; and

(c) Special assessments for property taxes levied and assessed against the Common Areas, as defined in paragraph 6.4; and

(d) Specific assessments against a particular Lot that are established pursuant to any provisions of the Legal Documents, as provided in paragraph 6.5; and

(e) All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

6.2 Annual Maintenance Assessments.

(a) General. The annual maintenance assessments levied by the Association must be used exclusively to promote the safety, welfare and beneficial enjoyment of the Owners and occupants within the Property, and for the operation, management, maintenance, repair, renewal and replacement of the Common Areas (including maintenance of adequate reserves), the payment of taxes and insurance, and for the performance of the Association's duties under the Legal Documents. The annual assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law including the maintenance of adequate reserve accounts.

(b) Amount.

(i) Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner other than Developer, the maximum annual maintenance assessment shall be One Hundred Dollars (\$100.00) for each fully assessable Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(ii) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner other than Developer and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, shall set the amount of the maximum annual maintenance assessment for the following year for each Lot, provided that the maximum annual maintenance assessment may not be increased more than fifteen percent (15%) above the maximum annual maintenance assessment for the previous year unless approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened as provided hereunder. The amount of the annual maintenance assessment shall be fixed by

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the Board of Directors for each fiscal year and shall be payable in one or more installments as determined by the Board of Directors without interest so long as not more than thirty (30) days delinquent. Written notice of such assessment shall be given to every Owner, but the failure to give such notice will not invalidate an otherwise proper assessment. In the absence of Board action the annual maintenance assessment then in effect will continue for the next fiscal year.

(c) Commencement of Annual Assessment. The annual assessment begins as to all Lots within the Property on the first day of the month following the recording in the public records of the first transfer of title of any Lot to an Owner other than Developer. The first annual assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year.

6.3 Special Assessments. The Association may levy special assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, including the expense of performing for any delinquent Owner the obligations of such Owner as provided in Paragraph 5.2 hereof, or the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Areas; provided that such assessment is approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

6.4 Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes, if any, levied on the Common Areas, and shall assess each Owner for the cost thereof as provided herein. The amount of the assessment shall be determined by dividing the amount of such taxes by the number of Lots within the Property. At the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice or all or any portion thereof may be assessed as a part of the annual maintenance assessment described above. Each year the Board shall determine, within forty-five (45) days after receiving notice of the amount of taxes due, whether such assessment shall be levied, and its amount.

6.5 Specific Assessments. Any indebtedness of an Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's lot, or arising by reason of any Owner's failure to properly maintain those portions of the exterior of his Lot and Unit as herein provided, also may be assessed by the Association against the Owner's Lot after the Owner fails to pay it when due and the default continues for thirty (30) days after written notice.

6.6 Assessments of Developer-Owned Lots. The annual maintenance assessment and any special assessments for the Common Areas shall be uniform throughout the Property, including all Developer-owned lots.

6.7 Certificate of Payment. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether assessments against a specific Lot have been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance.

6.8 Lien for Assessments. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and fees on appeal, shall become a lien on such Lot in favor of the Association upon the recording of a claim of lien signed by an officer of the Association. The Association may record a claim of lien against any Lot when any assessment is more than 30 days delinquent. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and fees on appeal, also is the personal obligation of the Person who was the Owner of such Lot when the assessment fell due. The personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

6.9 Remedies of the Association.

(a) Personal Obligation. Any assessment not paid within 30 days after its due date bears interest from the due date, at the rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate from time to time permitted under the laws of the State of Florida, nor to be less than ten percent (10%) per annum. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against the Lot. No Owner may waive or otherwise escape liability for the Association's assessments by nonuse of the Common Areas or by abandonment of such Owner's Lot, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

(b) Foreclosure. The Association's lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, and any assessments against the Lot that become due during the period of foreclosure. All such costs and expenses and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such Lot as an owner, but for purposes of resale only.

6.10 Homestead. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge that the assessments established by this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

6.11 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing first mortgagee) in accordance with the Association's normal assessment procedures. No such sale or

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transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any First Mortgagee of a Lot any assessments remaining unpaid for more than 30 days and shall give such First Mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the Lot encumbered and stating the address to which notices shall be given.

## ARTICLE VII

## OBLIGATIONS OF OWNERS

7.1 Maintenance. Each Owner at his expense, shall maintain in a good order and repair and keep in an attractive condition all portions of his Lot, and the Unit located thereon, including without limitation the roof, gutters, downspouts, exterior building surfaces, all portions of any privacy fences within the Lot, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, driveways and any other equipment, structures, improvements, additions, or attachments located on the Lot. Each Owner of a Lot on which a Unit has been constructed shall maintain the lawn and other landscaped portions of his Lot and that portion of the public right-of-way and Common Areas, if any, located between his Lot line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, irrigation and edging. All Lakefront Lot Owners shall keep the shoreline of the lake abutting or within their Lot free from all litter and debris. The foregoing obligations include any maintenance, repair, or replacement required by the occurrence of any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot in an attractive condition. Each Owner shall promptly perform any maintenance or repair requested by the Association and shall be liable for all direct loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice to such Owner specifying the items of maintenance or repair. Owners shall use only materials approved by the A.R.C. when performing exterior repair and maintenance. Failure to properly maintain a Lot or Unit shall permit the Association to perform such maintenance as provided in Paragraph 5.2 hereof, and to levy assessments to recover the cost thereof.

7.2 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. All debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction. Owners shall comply with the provisions of Article VIII hereof whenever repairing or rebuilding damaged improvements, specifically including only the use of materials and colors that have been approved by the A.R.C.

## ARTICLE VIII

## ARCHITECTURAL CONTROL

8.1 Architectural Review Committee. The Developer shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural Review Committee, (the "A.R.C.") composed of three or more

persons who need not be Owners. At least one member of the A.R.C. may be an architect or landscape architect (the "Professional Advisor") or, the A.R.C. may retain the services of a Professional Advisor to assist the A.R.C. in the performance of its duties under the Legal Documents. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee members. The Developer shall retain the right to appoint the A.R.C. members until the first to occur of a) the sale by Developer of all the Lots in the Property or b) ten (10) years from the date this Declaration is recorded. Thereafter, the Developer shall retain the right to appoint one A.R.C. member and the Board of Directors of the Association shall appoint the remaining A.R.C. members. Any references in the Legal Documents to architectural approval by the Association shall be deemed to require the approval of the A.R.C. No member of the committee shall be entitled to compensation for services performed, except that the Professional Advisor, if any, shall be paid a uniform reasonable fee approved by the Board of Directors of the Association, plus any actual expenses incurred in the performance of their duties. The fee and an estimation of expenses shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

**8.2 A.R.C. Authority.** Unless the Developer is designated by this Declaration to regulate a particular item, the A.R.C. has full authority to regulate the use and appearance of the exterior of the Property to: (a) assure harmony of external design and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Property as a residential community; (c) maintain, to the extent reasonably practical, the exterior design, appearance and landscaping of the improvements located on the Property in substantially the same appearance and condition as existed at the completion of construction of the approved Units, subject to normal wear and tear that cannot be avoided by normal maintenance; and (d) maintain compatibility of external appearance among the improvements located on the Property. The power to regulate includes the power to prohibit, and require the removal of (when constructed without A.R.C. approval), those exterior appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The A.R.C. may adopt, rescind, and amend reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations: (i) shall be consistent with the provisions of this Declaration; and (ii) if the Board of Directors has not constituted itself as the A.R.C., shall have been approved by the Board of Directors before taking effect. Violations of the committee's rules and regulations shall be enforced by the Board of Directors in the name of the Association.

**8.3 A.R.C. Approval.** Except for all construction relating to the Work and items installed by Developer as part of the Work, the A.R.C.'s prior approval is required for any and all construction, changes (including color changes), alterations, additions, reconstruction, or improvements of any nature whatsoever on any Lot or to the exterior of a Unit within the Property.

**8.4 Applications.** All applications to the A.R.C. must be accompanied by detailed and complete plans and specifications. If the A.R.C. does not approve or disapprove any application within 30 days after receipt, the A.R.C.'s approval will be deemed given as to all Persons without knowledge of any violation of the Legal Documents. In all other events, the A.R.C.'s approval must be in writing.

**8.5 Inspection.** The A.R.C. or its designate shall inspect the construction after completion to assure compliance with the approved plans and specifications and shall issue a certificate

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of compliance if the improvements substantially comply with the approved plans and specifications and any non-compliance does not materially violate the provisions of this Declaration. If the A.R.C. refuses or is unable to issue a certificate of compliance, then it shall report to the Board of Directors specifying the matters of non-compliance. The Board of Directors shall consider the matters of non-compliance and shall afford the affected Owner or his representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive excusing the non-compliance or requiring the Owner to correct the non-compliant items.

8.6 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association neither the Developer, the A.R.C. members, the Board of Directors, the Professional Advisor nor the Association shall be liable to an Owner or to any other Person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other Person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether given, granted or withheld.

ARTICLE IX

GENERAL PROVISIONS

10.1 Enforcement.

(a) Rights of Developer and Association. Developer reserves the right for the Developer or the Association, following ten (10) days written notice to the Owner of the Lot specifying a violation of the Legal Documents, to enter upon any Lot to correct any violation of the Legal Documents or to take such other action at the expense of the Lot Owner as Developer or the Association deems necessary to enforce these covenants and restrictions. The Owner of the Lot shall pay Developer or the Association on demand the actual cost of such enforcement plus twenty (20%) percent of the cost of performing the enforcement. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum legal rate of interest from the date of demand. Developer or the Association may, at its option, bring action at law against the Owner personally obligated to pay the same, or upon giving the Owner ten (10) days written notice of an intention to file a claim of lien against a Lot, may file and foreclose such lien.

(b) Legal Proceedings. The Developer, the Association, or any Owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. If the Association or the Developer is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents against any Owner, other than Developer or the Association, then such party may recover all costs and expenses, including reasonable attorneys' fees and fees on appeal from such nonprevailing Owner. In no event may such costs and expenses be recovered against the Association or Developer, unless otherwise provided by Law. If the Association is the prevailing party against any Owner such costs and expenses, including reasonable attorneys' fees, including fees on appeal, may be assessed against the Owner's Lot, as provided in Article VI, entitled "Covenant for



Assessments". If any Owner or class of Owners is a prevailing party against any other Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees and fees on appeal, in the discretion of the Board of Directors.

(c) No Waiver. Failure by the Developer, the Association or by any Owner to enforce any covenant, restriction, or Regulation will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create any liability for the Developer or the Association to any Owner or any other Person.

10.2 Term and Renewal. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner, their respective heirs, successors, and assigns, for a period of 40 years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten years each, unless sixty-seven percent (67%) of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six months immediately preceding the beginning of any renewal period.

10.3 Amendment.

(a) Developer. The Developer reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency; or other legal requirements; (ii) to amend this Declaration or the other Legal Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents or the Plat; or (iii) to amend this Declaration or the other Legal Documents to submit all or a portion of the additional property described on Exhibit D to the terms and provisions of this Declaration whereupon all lots and owners of lots in such additional property shall be governed by the terms and provisions hereof and shall inure to the benefits provided lots and owners hereunder, including, without limitation, the rights to use the Common Areas.

(b) Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by the Association with an instrument signed by not less than sixty-seven percent (67%) of all Owners. No amendment shall be effective until recorded.

10.4 Other Approvals. All of the following actions require the prior approval of the Developer (for so long as Developer owns any Lots for sale in the ordinary course of business) and the holders of sixty-seven percent (67%) of the First Mortgages within the Property: (a) amendment of this Declaration, except as expressly provided in subparagraph (a) of the last preceding paragraph; and (b) alienation or encumbrancing of all or any portion of the Common Areas, except as permitted under Article II of this Declaration; and (iii) the merger, consolidation, or dissolution of the Association.

10.5 Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any easement area or the Common Area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to

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permit the encroachment by the structure over the easement area or the Common Areas without the consent or joinder of any Person irrespective of who owns the easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected Lots.

10.6 Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records, and financial statements of the Association; and

(b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

(c) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

(d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (ii) any 60 day delinquency in the payment of assessments or charges owed by the Owner of any Lot encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

10.7 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, or enforced to prevent Developer, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work. The foregoing includes the right for Developer and any Person designated by Developer in writing to construct and use signs, construction trailers, or buildings, model units, design centers, and offices for sales and resales of Lots.

10.8 Severability. Invalidity of any provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

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10.9 Notices. Any notice required to be sent to any Owner, or the Developer, or any First Mortgagee, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as the Owner on either the records of the Association or the public records of Duval County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

IN WITNESS WHEREOF, Developer has executed this Declaration the date first stated above.

Signed, sealed and delivered  
in the presence of:

CSCEC - US, INC.

[Signature]  
J. Di Cibao

By: Wang Xuehan  
Its: Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me on this 11 day of APRIL, 1988, by WANG XUEHAN, the Vice President of CSCEC - US, INC., a Delaware corporation authorized to transact business in the State of Florida, on behalf of the corporation.

Marvin L. Palmer  
Notary Public State of  
NEW YORK at Large

My commission expires:

2666w

Marvin L. Palmer  
Notary Public, State of New York  
No. 31-400256  
Qualified in New York County  
Commission Expires March 30, 1991

OFFICIAL RECORD

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*[The following page contains extremely faint, illegible text.]*

CONTAINING 44.8 ACRES, MORE OR LESS.

EXHIBIT 243

10-17-1922

OFFICIAL RECORD





WB 8397 1222

OFFICIAL RECORDS

EXHIBIT C

Notes 1-36, inclusive, notes 78-135, inclusive, and  
notes 150-205, inclusive, as shown on the list of  
documents listed Unit One, to be recorded in the plat  
book records of Duval County, Florida.

EXHIBIT "D"

## OVERVIEW

[illegible][illegible]

88-34011

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LESS AND EXCEPT EXHIBIT "A"

RECORDED IN PUBLIC  
RECORDS OF DUVAL COUNTY, FLA.

[illegible]



## OFFICIAL RECORDS

Printed by and return to:  
Richard G. Hathaway, P.A.  
P.O. Box 551163  
Jacksonville, FL 32255-1165

FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS  
AND RESTRICTIONS FOR LANTANA LAKES

This First Amendment to Declaration of Easements, Covenants, and Restrictions for Lantana Lakes, is dated effective as of May 20, 1993, is made by CSCEC-FLORIDA, INC., a Florida Corporation ("Developer"):

R E C I T A L S:

A. On April 11, 1988 CSCEC-US, Inc., a Delaware corporation and the predecessor of Developer, imposed and recorded that certain Declaration of Easements, Covenants, and Restrictions for Lantana Lakes ("the Declaration") as recorded in official Records Book 6497, page 1201 of the current public records of Duval County, Florida.

B. Developer is the successor of CSCEC-US, Inc. and the successor developer of the Property.

C. Paragraph 10.3 (a) of the Declaration provides, in pertinent part, that the Developer, without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person, may amend the Declaration to cure ambiguities, errors and/or inconsistencies.

D. There is presently in the Declaration an inadvertent error in paragraph 3.7 (b) where the minimum square footage applicable to garages is inadvertently and erroneously stated to be three hundred eighty (380) square feet wherein the actual intent of the Developer was to state such minimum square footage to be three hundred twenty (320) square feet.

E. The Developer, in accordance with the provision with paragraph 10.3 (a) of the Declaration, hereby adopts this First Amendment for the purpose of correcting said error in paragraph 3.7 (b) of the Declaration.

Now, therefore, the Declaration is hereby amended by this First Amendment as follows:

1. Definition. Unless indicated otherwise herein, all capitalized terms used herein have the meanings ascribed to them in the Declaration.

(2)

## OFFICIAL RECORDS

2. Amendment to and restatement of paragraph 3.7(b). Paragraph 3.7(b) of the Declaration is hereby deleted in its entirety and reinstated to read as follows:

3.7 Parking Restrictions and Garages

(b) Garages. No garage shall be permanently enclosed or converted to another use without the written approval of the A.R.C. No carports shall be permitted. All Units will be constructed with garages which shall contain two (2) parking spaces with a minimum of three hundred twenty (320) square feet appropriate for the parking of Permitted Vehicles.

3. Continuing Effect. Accept as hereby amended, the Declaration remains in full force effect in accordance with its provisions.

IN WITNESS WHEREOF, Developer has executed this First Amendment to Declaration effective the date first stated above.

Signed, sealed and delivered  
in the presence of

CSCEC-FLORIDA, Inc.

Print Name: Richard G. Hathaway

By: Ming Sun

Print Name: Elizabeth M. Johnson

Title: Executive Vice President

Address: 103 Century 21 Dr. Suite 117  
Jacksonville, Florida 32216

State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 20th day of May, 1993 by Ming Sun, Executive Vice President of CSCEC-FLORIDA, Inc., a Florida corporation on behalf of the corporation. He is personally known to me and did not take an oath.

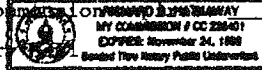
Notary in and for the County  
State Aforesaid.

Notary's Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

My Comm. Expires: \_\_\_\_\_

Notary \_\_\_\_\_



93 MAY 25 PM 2:35

93-0064628

FILED  
NOTARY PUBLIC  
OF FLORIDA

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL REGULATION

In Re:

CSCEC-FL, Inc.  
c/o Jerry Cordy  
CZR Incorporated  
4494 Southside Boulevard  
Suite 200  
Jacksonville, FL 32216

Permit No. 161262249

SEP 28 1992

AGREEMENT FOR COVENANT RUNNING WITH LAND

In consideration of CSCEC-FL, Inc.'s promises contained herein, and the State of Florida Department of Environmental Regulation's ("Department") acceptance of CSCEC-FL, Inc.'s promise to enter into this agreement as part of the reasonable assurances provided by CSCEC-FL, Inc. in its application for the above designated permit modification, CSCEC-FL, Inc. and the Department agree as follows:

I. BACKGROUND

1. CSCEC-FL, Inc. has submitted to the Department an application for, and the Department has issued, a modification to Permit No. 161262249 (the "permit"), authorizing certain dredging and filling activities in the Lantana Lakes residential development, US 90 (Beach Blvd.), Jacksonville. The permit expires on October 9, 1992. The terms and requirements of the permit are incorporated herein by reference.

II. MITIGATION REQUIREMENT AND ENFORCEABILITY

2. Specific permit conditions require the mitigation activities of the area described in Paragraph 1, which are located on certain land situated in Township 2S, Ranges 27E and 28E, in Duval County, Florida, and which is more particularly described as follows:

XX

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JUL 13 1992



Richard Crapch, P 3 Cordy 4 Davi, 4117, 32216

## OFFICIAL RECORDS

As required by Specific Condition No. 10 of the modified permit, CSCEC-FL, Inc. acknowledges and agrees that its obligation to perform the mitigation required by the permit continues until the mitigation is determined to be successful (as described below), notwithstanding that the permit expires on October 9, 1992.

3. This Agreement is enforceable as a contract or as an order of the Department.

## III. DETERMINATION OF SUCCESS OF MITIGATION

SEP 28 1992

4. The required mitigation will be determined to be successful when the requirements of Specific Condition Nos. 6 and 9 of the permit have been met. Specific Condition Nos. 6 and 9 provide:

6. The wetland creation shall be considered successful if after 2 years the following criteria are met:

- a. 80% coverage by jurisdictional wetland species listed in Florida Administrative Code Rule 17-301.400;
- b. less than 10% coverage by exotic or nuisance species.

If the criteria are not met, the wetland creation area shall be re-evaluated and the permittee shall propose corrective action to the Department for written approval.

9. The mitigation areas shall be monitored in accordance with the requirements of the monitoring section of the permit.

5. Whenever CSCEC-FL, Inc. believes the mitigation is successful, CSCEC-FL, Inc. may notify the Department and afford Department personnel the opportunity to conduct an on-site inspection of the mitigation area. This notice shall be directed to Chief, Bureau of Wetland Resource Management, and to the Office of General Counsel, both at the Department of Environmental Regulation, Twin Towers Office Building, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400, and shall be by certified mail. Within one hundred twenty (120) days of receipt of this notice, the Department shall (1) notify CSCEC-FL, Inc. of the Department's determination that the mitigation has been successfully completed, (2) notify CSCEC-FL, Inc. that the Department has determined the mitigation is not successful or cannot be determined to be successful, identifying specifically those elements of the mitigation that, in its judgment, have not been successful in accordance with applicable permit conditions, or the reasons

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OFFICIAL RECORDS

why it is not possible to determine whether the mitigation is successful, or (3) notify CSCEC-FL, Inc. that the Department requires an extension of time to determine if the mitigation is successful. The Department may extend the time only once, and any extension may not exceed one hundred twenty (120) days. Notification shall be in writing and by certified mail.

6. When the Department notifies CSCEC-FL, Inc. that the mitigation is successful, or, if the Department fails to notify CSCEC-FL, Inc. within the time period prescribed by this Agreement, then CSCEC-FL, Inc.'s mitigation obligation under the terms of the permit and this Agreement shall be deemed satisfied.

7. Department personnel will be permitted to conduct an on-site inspection of the mitigation areas in a reasonable manner and at reasonable times. 8 1992

8. If CSCEC-FL, Inc. fails to perform the required mitigation in accordance with the specified conditions of the permit within the time periods set forth in the permit, the Department (1) may inquire as to the status of the mitigation and require CSCEC-FL, Inc. to take appropriate remedial action, (2) may commence an enforcement action pursuant to Chapter 403, Florida Statutes, (3) may commence legal proceedings to enforce this Agreement, or (4) may extend the time allowed for the required mitigation in accordance with the specific conditions of the permit. In any such action or proceedings to enforce this agreement in which the Department prevails, CSCEC-FL, Inc. shall be liable for the Department's reasonable attorney's fees, costs and expert witness fees in both trial and appellate courts, and CSCEC-FL, Inc. consents that venue for such actions shall lie exclusively in Leon County, Florida.

9. Notwithstanding any of the above, the mitigation requirements of the permit may be modified by the Department if it determines that CSCEC-FL, Inc. has been unable to perform successfully the required mitigation based on causes beyond CSCEC-FL, Inc.'s control. Such causes may include, but are not limited to, unusual climatological and meteorological conditions.

10. CSCEC-FL, Inc. may request that this Agreement be modified for good cause. Good cause may include, but is not limited to, changes in dredging, filling or mitigation plans necessitated by or resulting from actions of federal, state or local governmental agencies. Requests for modification of this agreement shall be in writing and shall be served upon the Department in the same manner as provided in Paragraph No. 5 above. The Department shall have sole discretion to grant or deny such requests for modification.

## OFFICIAL RECORDS

11. The Department may require CSCEC-FL, Inc. to publish in a newspaper of general circulation in Duval County, Florida, notice of any proposed modification of the mitigation requirements set forth in the permit or this Agreement. The text of such notice shall be supplied by the Department and shall be consistent with the provisions of Rule 17-103.150, Florida Administrative Code.

## IV. REQUIRED AGREEMENT

12. This Agreement constitutes the agreement required by Specific Condition No. 10 of the permit.

SEP 28 1992

## V. RECORDATION AND RELEASE

13. Within thirty (30) days from the date of execution of this Agreement, CSCEC-FL, Inc. shall cause this Agreement to be recorded in the public records of each county wherein the affected lands are situated, and shall provide the Department with a copy of the recorded agreement certified by the Clerk of the Court.

14. Upon the satisfaction of the mitigation obligation under the terms of the permit and this Agreement, the Department, may at its discretion execute a release in recordable form. If the Department determines that mitigation has been successful over part of the mitigation area, the Department may, at its discretion, execute a release for those portions which have attained success.

15. This agreement runs with the land and is binding upon CSCEC-FL, Inc., its successors and assigns.

IN WITNESS WHEREOF, the Department and CSCEC-FL, Inc. set their hand and seal as follows:

DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

CSCEC-FL, Inc.

*for Virginia B. Wetherell*  
Secretary

*Ming Sun*  
Executive Vice President

Dated 7/22/, 199<sup>3</sup>/<sub>2</sub>

Dated Sept. 24<sup>th</sup>, 1992

Sworn to and subscribed before me  
this 27<sup>th</sup> day of Sept., 1992

*W. H. Perkins*  
Notary Public

My Commission Expires:



ON VAUGHN RECORDS  
My Comm. Exp. 4-21-95  
Printed By Vaughn Rec. Co.

JUL 19 1992

**Name**

**Address**

**JAMES L. WILLIAMS**  
**NAVY COMMANDER / US ARMY ENGINEER**  
**Ser. 1st Lieutenant November 21, 1990**  
**CHERRY HILL TWP FIRE DEPARTMENT, INC.**

FILED AND RECORDED  
IN PUBLIC RECORDS  
OF DOVAL COUNTY FLA  
SEP 2 8 1965

RECORD VERIFIED  
*Theresa J. Hall*  
 CLERK OF CIRCUIT COURT

JUL 19 1997



1 3 MIN. RETURN  
PHONE # 131-0354

RETURN TO:  
MATAMINA & CO.  
2455 HARTLEY ROAD  
SUITE 106-A  
JACKSONVILLE, FL 32257

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LANTANA LAKES

This Supplemental Declaration is made by Lantana Lakes Joint Venture, a Florida general partnership ("Developer") with respect to the real property described on Exhibit "A" ("Annexation Parcel").

WHEREAS, Developer has been assigned the "Developer's" Rights with respect to the Annexation Parcel pursuant to that certain Partial Assignment of "Developer's" Rights dated October 26, 1994 between CSCEC-FLORIDA, INC. and Developer, a copy of which is attached hereto as Exhibit "B".

WHEREAS, all of the lands shown on the plats of Lantana Lakes Unit One (according to the plat thereof recorded in Plat Book 44, Page 32, et. seq. of the current public records of Duval County, Florida) and Lantana Lakes Unit Two (according to the plat thereof recorded in Plat Book 44, Page 94, et. seq. of the current public records of Duval County, Florida) have been subjected to the Declaration of Easements, Covenants and Restrictions for Lantana Lakes as recorded in Official Records Volume 6497, Page 1201 of the current public records of Duval County, Florida and as amended by the First Amendment to Declaration of Easements, Covenants and Restrictions for Lantana Lakes as recorded in Official Records Volume 7583, Page 0972 of the current public records of Duval County, Florida (as amended, the "Declaration").

WHEREAS, pursuant to Paragraph 10.3(a) of the Declaration, Developer reserves and has the right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien, or other encumbrance affecting the Property, or any other Person: (i) to amend the Declaration to comply with any requirements of a governmental agency; or other legal requirements; (ii) to amend the Declaration or the other Legal Documents to cure any ambiguity or error or any other inconsistency between these provisions and the other Legal Documents or the Plat; or (iii) to amend this Declaration or other Legal Documents to submit all or a portion of the additional property described on Exhibit D to the Declaration to the terms and provisions of the Declaration whereupon all lots and owners of lots in such additional property shall be governed by the terms and provisions hereof and shall inure to the benefits provided lots and owners hereunder, including, without limitation, the rights to use the Common Areas.

WHEREAS, Paragraph 2.2(b) subjects each lot to perpetual easements for eave, gutter, drainage, spout, foundation and footing encroachments into an adjacent lot, roof drainage onto an adjacent lot and maintenance access to the adjacent lots, Paragraph 2.2(d) subjects each lot to perpetual drainage easements along each side lot line in the amount of ten (10) feet and Paragraph 3.6 provides for all Units to be constructed on lots utilizing the zero lot line concept with a blank building facade located immediately adjacent to one interior lot line and providing a minimum of ten (10) foot private side yard related to the opposite facade.

11/05/92

WHEREAS, the provisions of Paragraphs 2.2(b), 2.2(d) and 3.6 of the Declaration contemplate and result from the use of the zero lot line concept for Units to be constructed on Lots in Lantana Lakes Units One and Two.

WHEREAS, the Annexation Parcel is included in the additional property described on Exhibit to the Declaration.

WHEREAS, Developer is desirous of annexing the Annexation Parcel to the Property and subjecting the Annexation Parcel to the terms and conditions of the Declaration.

WHEREAS, the City of Jacksonville zoning requirements and Plat for the Annexation Parcel provide for the Units to be constructed on Lots in the Annexation Parcel utilizing the single family concept with a minimum side yard of five (5) feet along each side lot line; thus, resulting in an inconsistency and noncompliance between the City of Jacksonville zoning requirements (and the Plat for the Annexation Parcel) and Paragraphs 2.2(b), 2.2(d) and 3.6 of the Declaration.

WHEREAS, Developer is desirous of amending Paragraphs 2.2(b), 2.2(d) and 3.6 of the Declaration pursuant to Paragraphs 10.3(a)(i) and (ii) of the Declaration so that each paragraph is consistent and in compliance with the City of Jacksonville zoning requirements and Plat.

NOW THEREFORE, in consideration of the terms and conditions of the Declaration and this Supplemental Declaration, Developer hereby agrees;

1) The Annexation Parcel is hereby annexed to the Declaration and shall be held, transferred, conveyed and occupied subject to the easements, restrictions, covenants, terms and conditions of the Declaration in the same manner and to the same extent as if the Annexation Parcel had been subjected thereto in the Declaration except as modified by Paragraphs 3, 4 and 5 of this Supplemental Declaration.

2) The Annexation Parcel shall constitute a Lot and Property as such terms are defined and used in the Declaration.

3) Paragraph 2.2(b) of the declaration is hereby deleted and of no further force and effect with respect to the Annexation Parcel.

4) Paragraph 2.2(d) of the Declaration is amended so that the perpetual drainage easements along each side Lot line for each of the Lots in the Annexation Parcel shall be in the amount of five (5) feet.

5) Paragraph 3.6 is amended to provide that the Developer shall construct all Units on Lots in the Annexation Parcel utilizing the single family concept with a minimum side yard of five (5) feet along each side lot line.

6) Except as otherwise specifically defined herein, any term used herein which is defined in the Declaration shall have the same meaning in this Supplemental Declaration as in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration this second day of April, 1996.

WITNESSES

LANTANA LAKES JOINT VENTURE

William H. Bennett  
Print Name William H. Bennett

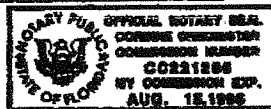
Gregory E. Matovina  
Gregory E. Matovina  
Managing General Partner

Judith C. Bennett  
Print Name Judith C. Bennett

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument, was acknowledged before me this 2nd day of April, 1996 by Gregory E. Matovina (being personally known to me) as managing general partner of Lantana Lakes Joint Venture on behalf of the general partnership.

Henry H. Cook  
Print Name Henry H. Cook  
My Commission Expires  
Commission No. \_\_\_\_\_



Bk: 8314  
Pg: 341 - 349  
Doc# 96067312  
Filed & Recorded  
04/03/96  
09:27:49 A.M.  
HENRY H. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 42.00

EXHIBIT "A"

Annexation Parcel:

Lantana Lakes Unit III as recorded in Plat Book 58, Pages 19, 19A, 19B, 19C, 19D and 19E Duval County, Florida.

and

A portion of Section 26, Township 3 South, Range 38 East, City of Jacksonville, Duval County, Florida, said portion being more particularly described as follows: BEGIN at the Northwest corner of Lot 126, Lantana Lakes Unit Two, as recorded in Plat Book 44, Page 54 through 55 (inclusive) of said County; run thence South 87°21'30" East, a distance of 171.43 feet to the westerly right of way line of Lantana Lakes Unit Two; run thence along said westerly right of way line, the following has (1) curves and distances: curve between westerly and having a radius of 170.00 feet, an arc distance of 31.33 feet; said arc being subtended by a chord bearing North 17°21'30" East, a distance of 45.42 feet; thence departing said right of way line, run North 87°21'30" East, parallel with westerly boundary line of Lot 126, Lantana Lakes Unit Two, a distance of 187.65 feet to a point on the westerly boundary line of Block 2, Nottingham Forest Unit 2, as recorded in Plat Book 58, Page 19, through 19E (inclusive) of said Duval County; run thence South 87°21'30" East along said line, a distance of 45.00 feet to the BEGIN at the

A portion of Section 26, Township 3 South, Range 38 East, City of Jacksonville, Duval County, Florida, said portion being more particularly described as follows: for a point of reference, BEGIN at the Northwest corner of Lot 126, Lantana Lakes Unit Two, as recorded in Plat Book 44, Page 54 through 55 (inclusive) of said County; run thence South 87°21'30" East, a distance of 171.43 feet to the westerly right of way line of Lantana Lakes Unit Two; run thence along said westerly right of way line, the following has (1) curves and distances: curve between westerly and having a radius of 170.00 feet, an arc distance of 31.33 feet; said arc being subtended by a chord bearing North 17°21'30" East, a distance of 45.42 feet; thence departing said right of way line, run North 87°21'30" East, parallel with westerly boundary line of Lot 126, Lantana Lakes Unit Two, a distance of 187.65 feet to a point on the westerly boundary line of Block 2, Nottingham Forest Unit 2, as recorded in Plat Book 58, Page 19, through 19E (inclusive) of said Duval County; run thence South 87°21'30" East along said line, a distance of 45.00 feet to the BEGIN at the

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EXHIBIT "B"

Prepared by and return to:  
Richard G. Hathaway, P.A.  
7077 Bonnaval Rd., Suite 200  
Jacksonville, FL 32218

Book A314 Pg 345

PARTIAL ASSIGNMENT OF "DEVELOPER'S" RIGHTS



CSCEC-Florida, Inc., a Florida corporation, as the "Developer" under that certain Declaration of Easements, Covenants and Restrictions for Lantana Lakes as recorded in Official Records Volume 6497, page 1201, current public records of Duval County, Florida and as amended by First Amendment to Declaration of Easements, Covenants and Restrictions for Lantana Lakes as recorded in Official Records Volume 7583, page 0972, (as amended, the "Declaration") hereby assigns all of its rights, responsibilities, obligations and duties as "Developer" under the Declaration to Lantana Lakes Joint Venture, a Florida general partnership ("Assignee") with respect to the property (the "Property") described in Exhibits A and B attached hereto.

Assignee, by the acceptance of this Assignment, hereby assumes and agrees to fulfill all of the Developer's obligations, duties and responsibilities under the Declaration from and after this date, but only insofar as the same relate to the Property.

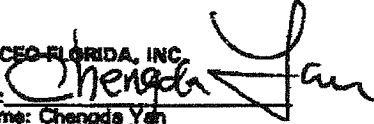
This Assignment of Developer's rights pertains only to the Developer's rights, duties and obligations insofar as the same relate to the Property. Assignor retains all of the Developer's rights, duties and obligations with respect to all other properties which are the subject of the Declaration.



Dated effective October 26, 1994.

WITNESSES:

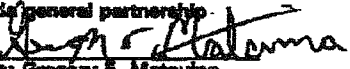
  
Print name: RICHARD G. HATHAWAY  
  
Print name: ELIZABETH M. JOHNSON

CSCEC-FLORIDA, INC.

BY:   
Name: Chengda Yan  
Title: Vice President  
Address: 103 Century 21 Drive, Suite 117  
Jacksonville, FL 32216

  
Print name: RICHARD G. HATHAWAY  
  
Print name: ELIZABETH M. JOHNSON

LANTANA LAKES JOINT VENTURE, a  
Florida general partnership

BY:   
Name: Gregory E. Matovina  
Title: General Partner  
Address: 2955 Hartley Road, Suite 106A  
Jacksonville, FL 32257

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26 day of October, 1994 by Chengda Yan the Vice President of CSCEC-Florida, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me X or has produced \_\_\_\_\_ as identification.

Elizabeth M. Johnson  
Notary Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My commission expires: August 1, 1997

(Notary Seal)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26 day of October, 1994 by Gregory E. Metovina, as general partner of Lantana Lakes Joint Venture, a Florida general partnership on behalf of the general partnership. He is personally known to me X or has produced \_\_\_\_\_ as identification.

Elizabeth M. Johnson  
Notary Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My commission expires: August 1, 1997

(Notary Seal)

A portion of Section 25, Township 2 South, Range 27 East, together with a portion of Section 26, Township 2 South, Range 28 East, all in the City of Jacksonville, Duval County, Florida, being more particularly described as follows: ~~beginning~~ at the Northeast corner of Lot 45, Lantana Lakes Unit 2, as recorded in Plat Book 44, Pages 94 through 94B (inclusive) of the Current Public Records of said County, said point also being on the Easterly boundary line of Southside Estates Unit 14, as recorded in Plat Book 21, pages 21 and 21A; thence North 05°14'45" West along said Easterly boundary line of Southside Estates Unit 14, a distance of 24.50 feet to a point; ~~thence~~ thence continues along said Easterly boundary line of Southside Estates Unit 14 and along the Easterly boundary line of Southside Estates Unit 11, as recorded in Plat Book 13, Page 28 of the said Current Public Records, and then along the Easterly boundary line of Southside Estates Unit 15, as recorded in Plat Book 10, Page 63, all of the Current Public Records of said County; the following three (3) courses and distances: Course No. 11 North 05°14'45" West, 341.73 feet to a point; Course No. 21 run thence North 25°12'15" West, a distance of 277.14 feet to a point; Course No. 31 run thence North 17°35'24" West, a distance of 448.73 feet to the southerly line of lands described and recorded in Official Records Volume 4330, Page 1171 of the Current Public Records of said County; run thence North 25°12'21" East along the southerly line of said lands, a distance of 1,036.16 feet to the Southeast corner thereof; thence North 01°27'44" West along the Easterly line of said lands, a distance of 248.23 feet to the Southwest corner of Lot 15, Nottingham Forest Unit 2, as shown on the plat thereof recorded in Plat Book 22, Pages 74 through 74C (inclusive) of said Current Public Records; run thence North 25°01'21" East along the southerly line of said Lot 15, a distance of 431.68 feet to the most Northwesterly corner of Lot 16, said Nottingham Forest Unit 2; thence Southerly along the Easterly boundary of said Nottingham Forest Unit 2 run the following three (3) courses and distances: Course No. 11 South 06°21'38" East, 603.49 feet; Course No. 21 South 08°28'17" West, 823.85 feet; Course No. 31 South 03°04'10" East, a distance of 367.78 feet; thence South 25°24'16" West, 234.01 feet; thence Southerly around and along the arc of a curve concave Westerly and having a radius of 55.00 feet, an arc distance of 6.31 feet, said arc being subtended by a chord bearing and distance of South 30°04'17" East, 6.31 feet to a point situate in the Easterly right of way line of Lantana Lakes Drive East (a 50 foot right of way as shown on said plat of Lantana Lakes Unit 2); run thence along the Northerly terminus of said Lantana Lakes Drive East South 26°28'20" West, 50.00 feet; thence South 27°21'30" East along the Easterly right of way line of said Lantana Lakes Drive East, 2.70 feet to the point of curvature of a curve to the right, concave Northwesterly and having a radius of 25.00 feet; thence Southwesterly around and along the arc of said curve and along the Northerly right of way line of Leaky Road (a 50 foot right of way as shown on the plat of Lantana Lakes Unit 2), 43.17 feet, said arc being subtended by a chord bearing and distance of South 24°57'45" West, 37.34 feet to the Point of Tangency of said curve; thence South 73°17'00" West along the Northerly right of way line of said Leaky Road, 282.50 feet to the point of curvature of a curve to the right, concave Northwesterly and having a radius of 25.00 feet; thence Northwesterly around and along the arc of said curve and continuing along said Northerly right of way line of Leaky Road, 47.64 feet, said arc being subtended by a chord bearing and distance of North 57°07'17" West, 40.78 feet to the Point of Tangency of said curve; thence North 27°32'14" West along the Northerly terminus of Lantana Lakes Drive East (a 50 foot right of way as shown on said plat of Lantana Lakes Unit 2), a distance of 50.00 feet; thence Northerly around and along the arc of a curve concave Westerly and having a radius of 75.00 feet, an arc distance of 51.23 feet, said arc being subtended by a chord bearing and distance of North 17°23'23" West, 50.90 feet; thence South 25°31'41" West, 156.25 feet to the POINT OF BEGINNING.

Containing 50.45 acres, more or less.



The property included in this exhibit is the following described four (4) lots. The lots are described as "lots" even though they are not yet platted and are only proposed. The legally correct descriptions are the metes and bounds descriptions set forth below. The property is titled and referenced as "lots" for convenience only.

LOT 1, LANTANA LAKES UNIT THREE - (PROPOSED)

Page 246  
Block 2714

A portion of Section 28, Township 2 South, Range 27 East, City of Jacksonville, Duval County, Florida, said portion being more particularly described as follows: for a POINT OF BEGINNING, BEGIN at the Northwest corner of Lot 68, Lantana Lakes Unit Two, as recorded in Plat Book 44, Pages 94 through 94B (inclusive) of said Current Public Records; run thence North 08°14'46" West along the Easterly boundary line of Southside Estates Unit 14, as recorded in Plat Book 44, Pages 81 and 81A of said Current Public Records, a distance of 58.50 feet to a point; run thence North 85°31'41" East, a distance of 158.25 feet to a point on the arc of a curve, having a radius of 75.60 feet and being concave Westward; run thence Southerly along the arc of last said curve, an arc distance of 51.93 feet to a Point of Tangency of said curve (also being the Westerly right of way line of Lantana Lakes Drive West, as shown on the aforesaid plat of Lantana Lakes Unit Two), last said arc being subtended by a chord bearing and distance of South 17°22'18" East, 50.90 feet; run thence South 02°27'46" West along the Tangency of last said curve and along the Westerly right of way line of Lantana Lakes Drive West, a distance of 28.51 feet to the North line of aforesaid Lot 68, Lantana Lakes Unit Two; run thence North 87°32'14" West along last said line, a distance of 162.49 feet to the POINT OF BEGINNING.

LOT 164, LANTANA LAKES UNIT THREE - (PROPOSED)

A portion of Section 30, Township 2 South, Range 28 East, City of Jacksonville, Duval County, Florida, said portion being more particularly described as follows: for a point of reference, COMMENCE at the Northeast corner of Lot 150, Lantana Lakes Unit Two, as recorded in Plat Book 44, Pages 94 through 94B (inclusive) of the Current Public Records of said County; run thence North 02°06'10" West along the Westerly boundary line of Block 9, Nottingham Forest Unit 2, as recorded in Plat Book 22, Pages 74 through 74C (inclusive), a distance of 100.00 feet to the POINT OF BEGINNING. From the POINT OF BEGINNING thus described; run South 88°24'36" West, parallel with the North line of aforesaid Lot 150, Lantana Lakes Unit Two, a distance of 209.03 feet to the Easterly right of way line of Lantana Lakes Drive East, as shown on the aforesaid plat of Lantana Lakes Unit Two; run thence North 23°21'30" West along last said line, a distance of 63.54 feet to the point of curvature of a curve having a radius of 55.00 feet and being concave Easterly; thence departing said right of way line, run Northerly along and around the arc of last said curve, an arc distance of 6.31 feet, said arc being subtended by a chord bearing and distance of North 30°04'17" West, 6.31 feet; run thence North 88°24'36" East, parallel with aforesaid North line of Lot 150, Lantana Lakes Unit Two, a distance of 234.01 feet to a point on the Westerly boundary line of aforesaid Block 9, Nottingham Forest Unit 2; run thence South 02°06'10" East along last said line, a distance of 65.00 feet to the POINT OF BEGINNING.

LOT 154, LANTANA LAKES UNIT THREE - (PROPOSED)

249  
25  
Book 2314

A portion of Section 30, Township 2 South, Range 28 East, City of Jacksonville, Duval County, Florida, said portion being more particularly described as follows: BEGIN at the Northeast corner of Lot 150, Lantana Lakes Unit Two, as recorded in Plat Book 44, Pages 94 through 94B (inclusive) of the Current Public Records of said County; run thence South  $88^{\circ}24'36''$  West along the North line of said Lot 150, a distance of 171.42 feet to the Easterly right of way line of Lantana Lakes Drive East, as shown on the aforesaid plat of Lantana Lakes Unit Two; run thence along said Easterly right of way line, the following two (2) courses and distances: Course No. 1, run thence Northerly along and around the arc of a curve concave Westerly and having a radius of 178.00 feet, an arc distance of 31.53 feet, said arc being subtended by a chord bearing and distance of North  $20^{\circ}36'59''$  West, 31.52 feet; Course No. 2, North  $23^{\circ}21'30''$  West, a distance of 16.43 feet; thence departing said right of way line, run North  $88^{\circ}24'36''$  East, parallel with aforesaid North line of Lot 150, Lantana Lakes Unit Two, a distance of 187.56 feet to a point on the Westerly boundary line of Block 9, Nottingham Forest Unit 2, as recorded in Plat Book 22, Pages 74 through 74C (inclusive) of said Current Public Records; run thence South  $02^{\circ}06'10''$  East along last said line, a distance of 45.00 feet to the POINT OF BEGINNING.

LOT 155, LANTANA LAKES UNIT THREE - (PROPOSED)

A portion of Section 30, Township 2 South, Range 28 East, City of Jacksonville, Duval County, Florida, said portion being more particularly described as follows: for a point of reference, COMMENCE at the Northeast corner of Lot 150, Lantana Lakes Unit Two, as recorded in Plat Book 44, Pages 94 through 94B (inclusive) of the Current Public Records of said County; run thence North  $02^{\circ}06'10''$  West along the Westerly boundary line of Block 9, Nottingham Forest Unit 2, as recorded in Plat Book 22, Pages 74 through 74C (inclusive), a distance of 45.00 feet to the POINT OF BEGINNING. From the POINT OF BEGINNING thus described; run South  $88^{\circ}24'36''$  North parallel with the North line of aforesaid Lot 150, Lantana Lakes Unit Two, a distance of 187.56 feet to the Easterly right of way line of Lantana Lakes Drive East, as shown on the aforesaid plat of Lantana Lakes Unit Two; run thence North  $23^{\circ}21'30''$  West along last said line, a distance of 59.22 feet to the point; thence departing said right of way line, run North  $88^{\circ}24'36''$  East, parallel with aforesaid North line of Lot 150, Lantana Lakes Unit Two, a distance of 209.03 feet to a point on the Westerly boundary line of Block 9, Nottingham Forest Unit 2, as recorded in Plat Book 22, Pages 74 through 74C (inclusive) of said Current Public Records; run thence South  $02^{\circ}06'10''$  East along last said line, a distance of 55.00 feet to the POINT OF BEGINNING.

RECORD AND RETURN TO:  
AFC TITLE SERVICES, INC.  
2485 MONUMENT ROAD #10  
JACKSONVILLE, FL 32225  
A6806

Book 8686 Pg 1236

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LANTANA LAKES

This Supplemental Declaration is made by Lantana Lakes Joint Venture, a Florida general partnership ("Developer") with respect to all of the real property included within the plat of Lantana Lakes Unit Four as recorded in Plat Book 51, Page 42, et. seq., of the current public records of Duval County, Florida ("Annexation Parcel").

WHEREAS, Developer has been assigned the "Developer's" Rights with respect to the Annexation Parcel pursuant to that certain Partial Assignment of "Developer's" Rights dated October 26, 1994 between CSCEC-FLORIDA, INC. and Developer, a copy of which is recorded in Official Records Volume 8314, Page 345 of the current public records of Duval County, Florida.

WHEREAS, All of the lands shown on the plats of Lantana Lakes Unit One (according to the plat thereof recorded in Plat Book 44, Page 32, et. seq. of the current public records of Duval County, Florida), Lantana Lakes Unit Two (according to the plat thereof recorded in Plat Book 44, Page 94, et. seq. of the current public records of Duval County, Florida), Lantana Lakes Unit III (according to the plat thereof recorded in Plat Book 50, Page 19, et. seq., of the current public records of Duval County, Florida) and the three (3) parcels described by metes and bounds legal description recorded on Official Records Volume 8314, Page 344 of the current public records of Duval County, Florida have been subjected to the Declaration of Easements, Covenants and Restrictions for Lantana Lakes as recorded in Official Records Volume 6497, Page 1201 of the current public records of Duval County, Florida, as amended by the First Amendment to Declaration of Easements, Covenants and Restrictions for Lantana Lakes as recorded in Official Records Volume 7583, Page 0972 of the current public records of Duval County, Florida and as supplemented by the Supplemental Declaration of Covenants, Conditions and Restrictions for Lantana Lakes as recorded in Official Records Volume 8314, Page 341 of the current public records of Duval County, Florida (as amended and supplemented, the "Declaration").

WHEREAS, pursuant to Paragraph 10.3(a) of the Declaration, Developer reserves and has the right, without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend the Declaration to comply with any requirements of a governmental agency; or other legal requirements; (ii) to amend the Declaration or the other legal documents to cure any ambiguity or error or any other inconsistency between these provisions and the other Legal Documents or the Plat; or (iii) to amend the Declaration to submit all or a portion of the additional property described on Exhibit D to the Declaration to the terms and provisions of the Declaration whereupon all lots and all owners of lots in such additional property shall be governed by the terms and provisions hereof and shall inure to the benefits provided to lots and owners hereunder, including,

(3)

without limitation, the rights to use the Common Areas.

WHEREAS, Paragraph 2.2(b) of the Declaration subjects each lot to perpetual easements for eave, gutter, drainage, spout, foundation and footing encroachments into an adjacent Lot, roof drainage on to an adjacent Lot and maintenance access to the adjacent Lots, Paragraph 2.2(d) of the Declaration subjects each lot to perpetual drainage easements along each side Lot line in the amount of ten (10) feet and Paragraph 3.6 of the Declaration provides for all Units to be constructed on Lots utilizing the zero lot line concept with a blank building facade located immediately adjacent to one interior lot line and providing a minimum of ten (10) foot private side yard related to the opposite facade.

WHEREAS, the provisions of Paragraphs 2.2(b), 2.2(d) and 3.6 of the Declaration contemplate and result from the use of the zero lot line concept for Units to be constructed on Lots in Lantana Lakes Units One and Two.

WHEREAS, the Annexation Parcel is included in the additional property described on Exhibit D to the Declaration.

WHEREAS, Developer is desirous of annexing the Annexation Parcel to the Property and subjecting the Annexation Parcel to the terms and conditions of the Declaration.

WHEREAS, the City of Jacksonville zoning requirements and Plat for the Annexation Parcel provide for the Units to be constructed on Lots in the Annexation Parcel utilizing the single family concept with a minimum side yard of five (5) feet along each side lot line; thus, resulting in an inconsistency and noncompliance between the City of Jacksonville zoning requirements (and the Plat for the Annexation Parcel) and Paragraphs 2.2(b), 2.2(d) and 3.6 of the Declaration.

WHEREAS, Developer is desirous of amending Paragraphs 2.2(b), 2.2(d) and 3.6 of the Declaration pursuant to Paragraphs 10.3(a)(i) and (ii) of the Declaration so that each paragraph is consistent and in compliance with the City of Jacksonville zoning requirements and Plat.

NOW THEREFORE, in consideration of the terms and conditions of the Declaration and this Supplemental Declaration, Developer hereby agrees;

1) The Annexation Parcel is hereby annexed to the Declaration and shall be held, transferred, conveyed and occupied subject to the easements, restrictions, covenants, terms and conditions of the Declaration in the same manner and to the same extent as if the Annexation Parcel had been subjected thereto in the Declaration except as modified by Paragraphs 3, 4 and 5 of this Supplemental Declaration.

2) The Annexation Parcel shall constitute a Lot and Property as such terms are defined and used in the Declaration.

3) Paragraph 2.2(b) of the Declaration is hereby deleted and of no further force and effect with respect to the Annexation Parcel.

4) Paragraph 2.2(d) of the Declaration is amended so that the perpetual easements along each side lot line for each of the Lots in the Annexation Parcel shall be in the amount of five (5) feet.

5) Paragraph 3.6 is amended to provide that the Developer shall construct all Units on Lots in the Annexation Parcel utilizing the single family concept with a minimum side yard of five (5) feet along each side lot line.

3) Except as otherwise specifically defined herein, any term used herein which is defined in the Declaration shall have the same meaning in this Supplemental Declaration as in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration this 22th day of July, 1997.

WITNESSES

LANTANA LAKES JOINT VENTURE

*Hester C. Campbell*  
Print Name HESTER C. CAMPBELL

*Gregory E. Matovina*  
Gregory E. Matovina  
Managing General Partner

*Gregory E. Matovina*  
Print Name Gregory E. Matovina

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd day of July, 1997 by Gregory E. Matovina (being personally known to me) as managing general partner of Lantana Lakes Joint Venture on behalf of the general partnership.

*Hester C. Campbell*  
Print Name \_\_\_\_\_  
My Commission Expires \_\_\_\_\_  
Commission No. \_\_\_\_\_

Hester C. Campbell  
Notary Public, State of Florida  
My Commission Expires December 8, 1997  
Commission Number CC035068

Bk: 8686  
Pg: 1236 - 1238  
Doc# 97170520  
Filed & Recorded  
07/31/97  
12:09:42 P.M.  
HENRY N. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 15.00

6528P00353  
OFFICIAL RECORDS

Prepared By,  
Return to : Robert Cobb  
Continental Cablevision  
5934 Richard Road  
Jacksonville, FL 32216

3

CABLE TELEVISION SERVICE AGREEMENT

THIS AGREEMENT is made this 21 day of March, 1988, by and between Continental Cablevision of Jacksonville, Inc. ("Provider") and LANTANA HOMEOWNER'S ASSOCIATION, manager of the Residential Community known as LANTANA LAKES.

A. Provider is in the business of providing video programming ("cable service") to residents of communities in and near Jacksonville, Florida; and

B. Manager manages certain real property and manages the Community and the residential living units (hereinafter individually referred to as a "Unit" or collectively as "Units"); and

C. Manager desires provider to provide the cable service to the residents of the Community; and

D. Provider desires to provide the cable service to the residents of the Community.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows: (11)

1. Manager on its own behalf, and on behalf of its successors and assigns, does hereby grant to the Provider, its successors and assigns, and where applicable, its duly authorized agents, contractors, and representatives, the following rights during the term of this Agreement:

a. The right to provide cable service to the residents now or hereafter occupying Units at the Community (hereinafter "Residents").

b. The right to solicit the Residents for the purpose of obtaining subscribers ("Subscribers") to the cable service offered by Provider.

c. The right to enter on, in, over, under, across, and through the property and the development known as LANTANA LAKES or any part thereof, in order to install, lay, construct, use, operate, maintain, repair or replace its wires, cable, and all other facilities ("Equipment")

as are necessary, appropriate or convenient in rendering cable service, and to remove same upon termination of this Agreement and restore the Property to the current condition, within reasonable limits, together with the right of ingress to and egress from the Property for said purposes. Said right of entry shall continue to exist throughout the term of this Agreement plus a period thereafter, such period not to exceed thirty (30) days after the date of receipt by Provider of Manager's written notice of termination pursuant to Section 6 in order to accommodate Provider's removal of its Equipment as specified herein.

Provider does hereby agree that it will exercise its rights aforesaid in such manner as not to unreasonably interfere with the quiet enjoyment or use of the property, including the Units, by Residents.

2. (a) Subject to the express provisions of this Agreement, Provider does hereby agree to provide, install, operate, maintain, repair and replace at its cost and expense, a cable television system, and such lines, cables, wires, conduits, ducts, troughs, appliances, apparatus, and equipment as may be necessary, appropriate or convenient in order to provide the cable service to the Residents and in order to provide to all Units commercial television reception as may be required by regulations of the Federal Communications Commission (the "System"). Construction of the System shall commence no later than one month following the execution of this Agreement and such construction shall proceed in a manner which will, on or after a date six (6) months after the date hereof, permit Provider to provide cable television service to any Unit within the Community within sixty (60) days of receipt by any Resident of a request for service.

(b) The Community will be developed section by section, each section of which shall not require more than five (5) miles of cable. At such time as a section is ready for cable construction, Manager shall give notice to Provider. If Provider agrees that said section is ready for cable construction, Provider shall within 30 days of notice, submit to Manager its construction design, showing the proposed location of Equipment. Manager shall have the right to review and approve said design, which approval shall not be unreasonably withheld. Within 90 days of approval, Provider shall install the Equipment and activate service.



3. Provider shall install, own, and maintain the Equipment at its own expense. Ownership of all parts of the Equipment shall be and always remain the personal property of Provider, who has the exclusive right to use, modify, replace, dispose of, or remove the Equipment. The Equipment and all components thereof shall be installed in accordance with standard engineering practices and shall conform to customary cable television installations. No exposed wiring shall be visible on the exterior or interior of the Units or buildings. All crossings of paved areas shall be done by jack and bore instead of cutting pavement or asphalt. Provider shall be responsible for the repair of any damages to underground utilities and shall return areas of construction to their original form prior to construction. All construction, repairs, maintenance or service to the Equipment shall be accomplished during reasonable business and working hours according to the convenience of the Community Residents.

4. (a) Provider agrees that the System will initially consist of at least 40 activated channels and that the System will be capable of delivering at least 50 channels to Subscribers. The channel lineup may be modified at Provider's discretion after consideration of customer preferences, and pertinent costs, but the quality or level of services will not be reduced except in cases of commercial impracticability, circumstances beyond Provider's control, or the assessment of royalties under Section 801(b)(2) of Title 17, U.S. Code.

CONTINENTAL shall provide cable television service with rates and service quality comparable to that currently provided within St. Johns, Duval, Clay, Putnam and Flagler Counties.

(b) Provider will perform rewiring in consultation with Manager or individual resident or builder, as appropriate and reasonable.

5. (a) Except as provided in 5(b), Residents of the Community who subscribe to the cable service shall be charged and billed individually for deposits, installation fees, and normal monthly subscriptions then in effect by Provider in the area. Changes in rates shall be justifiable on the basis of increases in the cost of providing service to the Community. Provider shall not be obligated to provide cable service to any resident or tenant who

is delinquent in the payment of such fees. Manager shall not be liable to Provider for any fees owed by any Resident or tenant to Provider.

(b) In lieu of the provisions of 5(a) above, Manager may, at any time during the term of this Agreement, elect upon ninety (90) days written notice to Provider, to enter into a bulk-billing option with Provider whereby Provider will charge Manager and Manager will pay Provider a monthly fee per occupied resident unit. Said fee will cover basic cable service for up to three (3) outlets, and two (2) remote control converters per residence in the Community. The initial monthly fee for this bulk billing option shall be \$7.95 for two outlets, guaranteed until the second anniversary of this Agreement. Thereafter, increases in the monthly fee shall be justifiable on the basis of increases in the cost of providing service to the Community. Manager may elect to terminate such bulk-billing option at any time during the term of this Agreement upon thirty (30) days prior notice to Provider but will not be allowed to re-elect bulk billing for a period of 3 years following any such termination.

6. Manager agrees that because of the significant fixed costs involved in wiring the Community for cable service, it is not economically feasible for Provider to serve the Community without some reasonable assurance that Provider's up-front investment in Equipment might eventually be recovered. Recognizing this, the parties hereto agree that Provider shall have the exclusive right (and the duty) to provide cable service to the Community, to the extent permitted by applicable federal, state or local law, for the period commencing on the date hereof and ending on the date five (5) years from date of notice to CONTINENTAL of certificate of occupancy for first home completed.

7. PAYMENT FOR EXCLUSIVE EASEMENT.

Provider shall have an exclusive easement for the placement of its cable equipment and facilities into each residential unit of the Community, and shall pay Manager \$25.00 for each easement for every residential unit completed and ready for occupancy, said payments to be made on the anniversary dates of the execution of this agreement for a five year period.

8. CONTINENTAL agrees to pay Manager eight percent (8%) of CONTINENTAL'S gross revenue collected from Community's residents for CONTINENTAL'S Basic or

Expanded Basic Service, during the period of exclusivity provided in Paragraph 6. After the expiration of that Period, said payments may be terminated by either party on ninety (90) days written notice. Payments under this "Partners in Profits Program" are due no later than the fifteenth day of the first month of each calendar quarter; provided however, that Manager's rights to said payments shall terminate during said period in the event that CONTINENTAL ceases to be the exclusive provider of cable television and similar services within the community

9. Provider represents, warrants, and agrees:

(a) Provider has full power and authority to enter into this Agreement and to perform the terms and conditions herein contained, and the person or persons signing on behalf of Provider are authorized to bind Provider hereunder.

(b) Provider is under no obligation, contractual or otherwise, which might in any way interfere with the performance of its obligations hereunder or the rights of Manager hereunder.

(c) Provider shall be responsible for any and all damages directly caused by its workmanship and/or direct damages caused during installation except for the insertion of screws through the surface of walls for attachment of peripheral equipment or the boring of holes, which the parties agree is part of normal workmanship and which shall not be construed as damages. Provider agrees to indemnify Manager against (i) any damage caused by it to the real property (including improvements thereon) (ii) any injury to persons on property within the Community resulting from the installation, maintenance or operation of the System.

(d) Provider agrees to consult with and obtain Manager's approval (which shall not be unreasonably withheld) of all installation and wiring plans prior to commencement of construction.

(e) Provider shall maintain public liability insurance of not less than \$1,000,000.00 for injury to any one person; \$1,000,000.00 for injury resulting from any one accident; and property damage liability of not less than \$1,000,000.00.

10. Manager represents, warrants and agrees.

(a) Manager has full power and authority to enter into this Agreement and to perform the terms and conditions herein contained, and the person or persons signing on behalf of Manager are authorized to bind the Manager of the property, the owner of the property, and the owners of the individual units.

(b) Manager is under no obligation, contractual or otherwise, and shall not enter into any agreement which might in any way interfere with the performance of its obligations hereunder or the rights of Provider hereunder.

(c) Manager shall take reasonable steps to promptly report to Provider all known occurrences of alteration to or interferences with the Equipment or the System caused by any third parties.

11. It is understood and agreed that the relationship of Manager and Provider shall be that of independent contractors and neither Manager nor Provider nor their agents or employees shall be deemed to be the agent, partner or co-venturer of the other; nor shall Manager or Provider have the right to bind the other, transact any business in the other's name, or in its behalf, in any manner or form, make any promise or representation or incur any liability, direct or indirect, contingent or fixed, for or on behalf of the other.

12. Prior to the end of the term of this Agreement as provided for in Section 6 hereof, this Agreement and rights of the parties hereunder may be terminated:

(a) by written agreement executed by both of the parties hereto.

(b) as the result of a default by one of the parties hereto in the performance of any obligation, covenant or condition set forth in this Agreement which is not cured within sixty (60) days after written notice to such default, excluding defaults caused by Acts of God.;

(c) at Provider's option, in the event of any conveyance of all or any part of property at a foreclosure sale or otherwise to or for the benefit of Manager's creditors; and

(d) upon the bankruptcy of Provider, the appointment of custodian, trustee or receiver of the property or business of Provider or upon the written admission by Provider of any inability to pay or discharge its debts in a timely manner.

13. (a) In the event of termination or expiration of this Agreement, Provider shall have the right, but not the obligation, up to 30 days after such termination or expiration, to remove all or any part of the System. Upon such removal, Provider agrees to restore the Property as nearly as reasonably possible, to comparable condition of the property existing at the time of any such termination or expiration.

(b) This Agreement is transferable by Provider only after receipt of written approval by Manager, which approval shall not be unreasonably denied; provided, however, that no such written approval by Manager shall be necessary for the transfer by Provider of this Agreement as party of a sale or transfer of all the assets of Provider. In addition, before Provider or its transferees shall be permitted to complete any such transfer requiring Manager's approval, Manager shall first be given a right of first refusal to purchase Provider's (or Provider's transferee's) rights hereunder (and all Equipment comprising the System) on the same terms and conditions agreed by Provider and any third party with respect to such transfer. Manager shall have sixty (60) days to exercise its rights of refusal hereunder after receipt of written notice from Provider of any proposed transfer. Failure of Manager to exercise this right of first refusal with respect to any particular transfer shall not act as a waiver of Manager's continuing right to exercise its right of first refusal with respect to any subsequent transfers.

(c) This Agreement and the rights and duties of Manager hereunder are freely transferable by Manager to any other property owners association or homeowners association within the Community without the consent of provider and without further action by Manager other than notice to Provider.

14. NOTICES. All notices and other communications to be given pursuant to this Agreement shall be deemed to have been duly given (i) if personally

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OFFICIAL RECORDS

delivered to the person being served or to an officer of the corporate party being served, or (ii) if mailed by United States certified mail, return receipt requested, postage prepaid to the parties at the following addresses:

To Manager: Pamela Willcock  
6815 Atlantic Blvd.  
Suite 6  
Jacksonville, FL 32211

To Provider: Continental Cablevision of Jacksonville, Inc.  
5934 Richard Road  
Jacksonville, FL 32216

Either party may designate a different place or places of notices by delivering written notice thereof to the other party in accordance with this Section.

15. REMEDIES. Manager and Provider specifically agree that their respective remedies at law may be inadequate, and in the event of breach by Manager or Provider of any of their respective obligations under this Agreement, either party may obtain equitable relief (including specific performance) as well as any remedies at law available for violation of this Agreement provided that nothing contained herein shall contravene the provisions of Paragraph 20, *infra*.

16. ATTORNEY'S FEES. The prevailing party shall be entitled to recover its attorneys' fees, costs, charges and expenses incurred in any proceeding to enforce the terms of this Agreement, including but not limited to, proceedings in arbitration in state, federal or bankruptcy courts and on any appeal.

17. RECORDATION. A memorandum of this Agreement (in form acceptable to both parties hereto) may be duly recorded by Provider with the Clerk of the Circuit Court for the County of Duval, Florida, Recording Division.

18. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

19. ADDITIONAL DOCUMENTS. Manager shall, to the extent commercially reasonable, require its transferees, assigns, or successors-in-interest to agree to and assume Manager's obligations under this Agreement. At Provider's request, Manager shall execute a grant of easement to Provider for the placement of Equipment, as provided herein; and such additional documents and instruments as may be reasonably required to perfect the rights granted herein.

20. ARBITRATION. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be executed in any Court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MANAGER:

LANTANA HOMEOWNER'S  
ASSOCIATION

By: Pamela Willcock  
CSCEC Florida, Inc.  
By: Pamela Willcock  
Pamela Willcock, V.P.  
LANTANA HOMEOWNER'S ASSOCIATION

PROVIDER:

CONTINENTAL CABLEVISION OF  
JACKSONVILLE, INC.

By: James V. Garofalo  
James V. Garofalo  
Vice President

STATE OF FLORIDA  
COUNTY OF Duval

On March 18, 1988 before me, a Notary Public in and for said state, personally appeared Pamela Willcock, known to me to be the Vice President of LANTANA HOMEOWNER'S ASSOCIATION, and acknowledged to me that he executed this document on behalf of said association.

WITNESS my hand and official seal.

My Commission Expires: Oct. 19, 1990  
Notary Public, State of Florida

James V. Garofalo  
Notary Public



v- 6528PH0362  
OFFICIAL RECORDS

STATE OF FLORIDA  
COUNTY OF DUVAL

On March 23, 1988 before me, a Notary Public in and for said state,  
personally appeared James V. Garofalo, known by me to be  
the Vice President of CONTINENTAL CABLEVISION OF JACKSONVILLE, INC., and  
acknowledged to me that he executed this document on behalf of said  
corporation.

WITNESS my hand and official seal.

Notary Public, State of Florida at Large  
My Commission Expires: My Commission Expires March 12, 1991  
Bonded thru Huckleberry & Associates

Ray E. Cain  
Notary Public



CONT49

# LANTANA LAKES

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OFFICIAL RECORDS

## CAPTION

PORTION OF GOVERNMENT LOTS 5 AND 6, SECTION 31, ALL BEING IN TOWNSHIP 2 SOUTH, RANGE 2E EAST, A PORTION OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 27 EAST, TOGETHER WITH A PORTION OF THE ADJACENT DRAINAGE CANAL AS SHOWN ON THE PLAT, BEACH ROAD FARMS UNIT NUMBER 2, AS RECORDED IN PLAT BOOK 19, PAGES 10, 10A, AND 10B OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 50, BEACH ROAD FARMS UNIT NUMBER 2, AS RECORDED IN PLAT BOOK 19, PAGES 10, 10A, AND 10B OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, SAID SOUTHEAST CORNER LYING ON THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD (A 200 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED); THENCE SOUTH 86° 08' 30" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF A 60 FOOT DRAINAGE CANAL, 100.00 FEET; THENCE NORTH 01° 51' 34" WEST, 517.77 FEET TO THE NORTHERLY LINE OF A 60 FOOT DRAINAGE CANAL AS SHOWN ON THE PLAT OF SAID BEACH ROAD FARMS UNIT 2; THENCE SOUTH 82° 16' 22" WEST, ALONG THE NORTHERLY LINE OF SAID 60 FOOT DRAINAGE CANAL, 663.02 FEET; THENCE SOUTH 88° 08' 26" WEST, ALONG THE NORTHERLY LINE OF SAID 60 FOOT DRAINAGE CANAL, 203.66 FEET TO THE MOST SOUTHEASTERLY CORNER OF SOUTHSIDE ESTATES UNIT 14, AS RECORDED IN PLAT BOOK 21, PAGES B1 AND B1A OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTHSIDE ESTATES UNIT 14, THE FOLLOWING COURSES AND DISTANCES: COURSE NO. 1, NORTH 07° 35' 45" EAST, 471.10 FEET; COURSE NO. 2, NORTH 14° 18' 53" WEST, 489.47 FEET; COURSE NO. 3, NORTH 10° 39' 50" WEST, 995.20 FEET; COURSE NO. 4, NORTH 09° 14' 48" WEST, 109.97 FEET; THENCE DEPARTING SAID EASTERLY LINE OF SOUTHSIDE ESTATES UNIT 14; RUN SOUTH 63° 42' 57" EAST, 124.07 FEET; THENCE RUN NORTH 03° 41' 26" EAST, A DISTANCE OF 52.91 FEET; THENCE RUN NORTH 71° 21' 01" EAST, A DISTANCE OF 190.85 FEET; THENCE RUN SOUTH 04° 42' 34" EAST, A DISTANCE OF 5.62 FEET; THENCE NORTH 76° 48' 15" EAST, A DISTANCE OF 245.55 FEET; THENCE RUN SOUTH 63° 10' 18" EAST, A DISTANCE OF 55.29 FEET; THENCE RUN NORTH 74° 03' 15" EAST, A DISTANCE OF 165.60 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE LANDS DESCRIBED IN NOTTINGHAM FOREST UNIT 7, AS RECORDED IN PLAT BOOK 22, PAGES 74, 74A, 74B AND 74C OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID NOTTINGHAM FOREST UNIT 7, THE FOLLOWING FOUR COURSES AND DISTANCES: COURSE NO. 1, SOUTH 19° 19' 48" EAST, A DISTANCE OF 100.00 FEET; COURSE NO. 2, SOUTH 08° 52' 03" EAST, A DISTANCE OF 756.88 FEET; COURSE NO. 3, SOUTH 19° 29' 08" EAST, A DISTANCE OF 488.83 FEET; COURSE NO. 4, SOUTH 04° 54' 19" EAST, A DISTANCE OF 325.93 FEET TO THE NORTHERLY LINE OF THE AFOREMENTIONED 60 FOOT DRAINAGE CANAL; THENCE SOUTH 82° 16' 22" WEST, ALONG THE NORTHERLY LINE OF SAID 60 FOOT DRAINAGE CANAL, 62.87 FEET TO AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 3, BLOCK 50, BEACH ROAD FARMS UNIT 2; THENCE SOUTH 01° 51' 34" EAST, ALONG THE EASTERLY LINE OF SAID LOT 3, BLOCK 50, BEACH ROAD FARMS UNIT 2, AND ALONG ITS NORTHERLY PROLONGATION THEREOF, 300.00 FEET TO THE POINT OF BEGINNING.

88- 55793

22 JUN 13 - 3 04

HENRY W. COOK