

Prepared by and return to:
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Doc# 2004215096
Book: 11906
Pages: 531 - 584
Filed & Recorded
06/30/2004 04:10:28 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 217.00
TRUST FUND \$ 27.50
COPY FEE \$ 54.00
CERTIFY \$ 1.00
REC ADDITIONAL \$ 216.00

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS
FOR
WOLF CREEK MASTER ASSOCIATION**

54

Book 11906 Page 532

TABLE OF CONTENTS

<u>Title</u>	<u>Page No.</u>
ARTICLE 1 DEFINITIONS AND INTERPRETATION	1
1.1 DEFINITIONS.	1
1.2 INTERPRETATION.	3
ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS AND WITHDRAWALS	3
2.1 LEGAL DESCRIPTION.	3
2.2 SUPPLEMENTS.	4
2.3 WITHDRAWAL.	4
2.4 LANDS OWNED BY OTHERS.	4
ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION	4
3.1 MEMBERSHIP.	4
3.2 VOTING RIGHTS.	4
3.3 POWERS OF THE MASTER ASSOCIATION.	5
3.4 GENERAL MATTERS.	5
ARTICLE 4 COMMON PROPERTY; EASEMENTS	5
4.1 MEMBERS' EASEMENTS.	5
4.2 EASEMENTS APPURTENANT.	6
4.3 MAINTENANCE.	6
4.4 EASEMENTS FOR VEHICULAR TRAFFIC.	6
4.5 UTILITY EASEMENTS.	7
4.6 PUBLIC EASEMENTS.	7
4.7 DRAINAGE EASEMENT.	7
4.8 BOX CULVERT EASEMENT.	7
4.9 ENCROACHMENT.	7
4.10 PIPES, WEIRS, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES, ETC.	8
4.11 EASEMENTS OF SUPPORT.	8
4.12 CONSTRUCTION AND SALES.	8
4.13 OWNERSHIP.	8
ARTICLE 5 MAINTENANCE OF UNITS AND LOTS	9
5.1 LOTS AND EXTERIORS OF UNITS.	9
ARTICLE 6 CERTAIN USE RESTRICTIONS	9
6.1 APPLICABILITY.	9
6.2 USES OF LOTS AND UNITS.	9
6.3 NUISANCES.	9
6.4 TRASH.	10
6.5 DECLARANT EXEMPTION.	10
ARTICLE 7 COVENANT FOR MAINTENANCE ASSESSMENTS	11
7.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.	11
7.2 RATES OF ASSESSMENTS.	11
7.3 PURPOSE OF ASSESSMENTS.	11
7.4 SPECIAL ASSESSMENTS.	11
7.5 CAPITAL IMPROVEMENTS.	12
7.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES.	12
7.7 DUTIES OF THE BOARD OF DIRECTORS.	12

7.8	EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION; THE LIEN; REMEDIES OF THE MASTER ASSOCIATION.	13
7.9	SUBORDINATION OF THE LIEN.	14
7.10	COLLECTION OF ASSESSMENTS.	14
7.11	DECLARANT'S ASSESSMENTS.	14
7.12	MASTER ASSOCIATION FUNDS.	14
7.13	WORKING CAPITAL CONTRIBUTION.	14
ARTICLE 8 MASTER ASSOCIATION AND SUB-ASSOCIATIONS		15
8.1	PREAMBLE.	15
8.2	CUMULATIVE EFFECT: CONFLICT.	15
8.3	COLLECTION OF ASSESSMENTS.	15
8.4	DELEGATION OF OTHER DUTIES.	15
8.5	ACCEPTANCE OF DELEGATED DUTIES.	15
8.6	EXPENSE ALLOCATIONS.	16
8.7	NON-PERFORMANCE OF SUB-ASSOCIATION DUTIES.	16
8.8	CONFLICT.	16
ARTICLE 9 RULES; ENFORCEMENT		16
9.1	COMPLIANCE BY OWNERS.	16
9.2	ENFORCEMENT.	16
9.3	FINES.	17
9.4	INITIAL RULES AND REGULATIONS.	18
ARTICLE 10 DAMAGE OR DESTRUCTION TO COMMON PROPERTY		18
10.1	DAMAGE OR DESTRUCTION.	18
ARTICLE 11 INSURANCE		18
11.1	COMMON PROPERTY.	19
11.2	REPLACEMENT OR REPAIR OF COMMON PROPERTY.	19
11.3	WAIVER OF SUBROGATION.	19
11.4	LIABILITY AND OTHER INSURANCE.	19
11.5	"BLANKET" INSURANCE.	20
ARTICLE 12 MORTGAGEE PROTECTION		20
12.1	MORTGAGEE PROTECTION.	20
ARTICLE 13 DISCLAIMER OF LIABILITY OF MASTER ASSOCIATION AND DECLARANT		21
ARTICLE 14 STORMWATER MANAGEMENT SYSTEM		21
14.1	BLANKET EASEMENT.	21
14.2	MAINTENANCE EASEMENT.	22
14.3	MAINTENANCE.	22
14.4	IMPROVEMENTS.	23
14.5	USE AND ACCESS.	23
14.6	LIABILITY.	23
14.7	WETLANDS, JURISDICTIONAL LAND AND SWALES.	24
14.8	RIGHTS OF THE SJRWMD.	24
14.9	INDEMNITY.	24
14.10	PERMITS.	25
14.11	DECLARANT'S RIGHTS.	25
14.12	CONSERVATION EASEMENT.	25

ARTICLE 15 COMMUNITY DEVELOPMENT DISTRICT	26
ARTICLE 16 GENERAL PROVISIONS	26
16.1 DURATION.	26
16.2 NOTICE.	27
16.3 ENFORCEMENT.	27
16.4 INTERPRETATION.	27
16.5 SEVERABILITY.	27
16.6 EFFECTIVE DATE.	27
16.7 AMENDMENT.	27
16.8 CONFLICT.	28
16.9 LIMITATION ON MASTER ASSOCIATION.	28
16.10 STANDARDS FOR CONSENT.	28
16.11 EASEMENTS.	28
16.12 NO PUBLIC RIGHT OR DEDICATION.	29
16.13 CONSTRUCTIVE NOTICE AND ACCEPTANCE.	29
16.14 NO REPRESENTATIONS OR WARRANTIES.	29
16.15 COVENANTS RUNNING WITH THE LAND.	29
16.16 APPROVAL BY MORTGAGEES.	29
16.17 TAX DEEDS AND FORECLOSURE.	30
16.18 LEGAL FEES AND COSTS.	30
16.19 LAW TO GOVERN.	30

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made as of the 30 day of June, 2004, by **PULTE HOME CORPORATION**, a Michigan corporation, which declares hereby that the "Property" described in Article 2 of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions.

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Master Association, as amended from time to time. A copy of the initial Articles of Incorporation of the Master Association is attached hereto as **Exhibit "B"**.
- (b) "Assessments" shall mean and refer to the various forms of payment to the Master Association which are required to be made by Owners, as more particularly defined in Article 7 of this Declaration.
- (c) "Assessment Charges" means all Assessments currently owed by each Owner, together with any late fees, interest and costs of collection, including reasonable attorneys' fees.
- (d) "Board" or "Board of Directors" shall mean and refer to the duly constituted Board of Directors of the Master Association, from time to time.
- (e) "Bylaws" mean the Bylaws of the Master Association, as amended from time to time. A copy of the initial Bylaws of the Master Association is attached hereto as **Exhibit "C"**.
- (f) "City" means the City of Jacksonville, Florida.
- (g) "Common Property" shall mean and refer to the property depicted and/or described in **Exhibit "D"** attached hereto and made a part hereof, plus all property designated as Common Property in any future recorded supplemental declaration or deed of conveyance, together with the landscaping and any improvements thereon.
- (h) "County" shall mean and refer to Duval County, Florida.
- (i) "Declarant" shall mean and refer to **PULTE HOME CORPORATION**, a Michigan corporation, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Declarant under this Declaration are independent of the Declarant's rights to control the Board of Directors of the Master Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Master Association upon the transfer of control of the Master Association.
- (j) "Declaration" means this instrument and all exhibits attached hereto, as same may be amended from time to time.

(k) "Developer" has the same meaning as "Declarant."

(l) "Future Development Property" shall mean and refer to any property located adjacent or contiguous to the Property, any or all of which may, but none which shall be obligated to, be brought within the Property. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE FUTURE DEVELOPMENT PROPERTY SHALL NOT BE DEEMED BURDENED BY THE TERMS AND CONDITIONS OF THIS DECLARATION UNLESS AND UNTIL SAME (OR ANY PORTION THEREOF) IS BROUGHT HEREUNDER BY A SUPPLEMENTAL DECLARATION DULY EXECUTED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY.

(m) "Improvements" means any Unit and any and all horizontal or vertical alterations or improvements installed or constructed on the Property.

(n) "Lot" shall mean and refer to an individual parcel of land within the Property which is shown as an individual lot on the various site plans (or similar plans) adopted by the Declarant from time to time and, after the conveyance thereof by Declarant to an Owner other than the Declarant, the lot legally described in the deed of such conveyance.

(o) "Master Association" shall mean and refer to Wolf Creek Master Association, Inc.

(p) "Member" shall mean and refer to all those Owners who are Members of the Master Association as hereinafter provided, including, without limitation, the Declarant.

(q) "Member's Permittees" shall mean and refer to the following persons and such persons' families (provided that the Owner or other permitted occupant must reside with his/her family): (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit.

(r) "Mortgage" means any bona fide first Mortgage encumbering a Lot or a Unit as security for the repayment of a debt obligation.

(s) "Mortgagee" means any bank savings and loan association or other recognized institutional lender, and insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including without limitation, the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association), holding a Mortgage now or hereafter placed upon any Lot or Unit, including Declarant, or its assignee.

(t) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit situated upon or within the Property.

(u) "Permits" means the permits, easements, and other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property including, without limitation, the Permits issued by the Florida Department of Environmental Protection, St. Johns River Water Management District, the Army Corps of Engineers, the U.S. Coast Covenants

Guard and the Florida Department of Transportation.

(v) "Property" shall mean and refer to all properties described in Exhibit "A" attached hereto and made a part hereof, and all additions thereto, now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.

(w) "SJRWMD" shall mean the St. Johns River Water Management District.

(x) "Stormwater Management System" shall mean a system which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or to otherwise affect the quality and quantity of discharge from the system as permitted pursuant to Chapter 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

(y) "Sub-Association" shall mean any association created or to be created to administer specific portions of the Property and Common Property or common elements lying within such portions pursuant to a declaration of condominium or declaration of covenants and restrictions affecting such portions of the Property. The initial Sub-Associations are Wolf Creek Condominium Association, Inc. and Wolf Creek Townhome Owners' Association, Inc.

(z) "Supplemental Declaration" shall mean and refer to an instrument executed by the Declarant (or the Master Association, if permitted by Section 2.4 hereof) and recorded in the Public Records of the County, for the purpose of adding to the Property, withdrawing any portion(s) thereof from the effect of this Declaration, designating a portion of the Property as Common Property or for such other purposes as are provided in this Declaration.

(aa) "Unit" shall mean and refer to any dwelling unit constructed on a Lot or any townhouse dwelling unit in any building that may be erected on any lot of land within the Property, which land is designated by Declarant by recorded instrument to be subject to this Declaration (and to the extent Declarant is not the Owner thereof, then by Declarant joined by the Owner thereof).

(bb) "Wolf Creek Property Development" shall mean any and all land which is from time to time subjected to this Declaration. It is anticipated that the Townhomes at Wolf Creek and Wolf Creek Condominium will be part of the Wolf Creek property development.

1.2 Interpretation.

The provisions of this Declaration and the Articles, Bylaws and the rules and regulations of the Master Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Master Association and the Property, the preservation of the values of the Lots and Units and the protection of Declarant's rights, benefits and privileges herein contemplated.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS AND WITHDRAWALS

2.1 Legal Description.

The initial real property which shall be held, transferred, sold, conveyed and occupied subject to this Covenants

Declaration is located in the County, and is more particularly described in Exhibit "A" attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as the "Property".

2.2 Supplements.

Declarant may from time to time subject other land within the Future Development Property under the provisions of this Declaration by Supplemental Declarations (which shall not require the consent of then existing Owners, the Master Association or any Mortgagee other than that, if any, of the land intended to be added to the Property) and thereby add to the Property. To the extent that such additional real property shall be made a part of the Property, reference herein to the Property shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate Declarant to add to the initial portion of the Property, to develop any such future portions under a common scheme, nor to prohibit Declarant from rezoning and changing plans with respect to such future portions. A Supplemental Declaration, including without limitation, a declaration of condominium, may vary the terms of this Declaration by addition, deletion or modification so as to reflect any unique characteristics of a particular portion of the Property identified therein; provided, however, that no such variance shall be directly contrary to the uniform scheme of development of the Property.

2.3 Withdrawal.

Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property (including, without limitation, Lots, Units and/or Common Property) then owned by the Declarant or its affiliates or the Master Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Declarant; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

2.4 Lands Owned by Others.

From time to time the Declarant may permit lands to be annexed which are owned by other persons. Any declaration or supplemental declaration which subjects lands owned by other persons, irrespective of whether such lands are part of the Future Development Property may be annexed provided that the Owner of such land and the Declarant consent to such annexation.

ARTICLE 3

MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION

3.1 Membership.

Every person or entity who is a record Owner of a fee interest in any Lot or Unit shall be a Member of the Master Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Master Association.

3.2 Voting Rights.

The Master Association shall have such Members, who shall cast such votes, as are provided in the Covenants

Articles of Incorporation of the Master Association.

3.3 Powers of the Master Association.

The Master Association shall have all the powers, rights and duties as set forth in this Declaration, the Articles and the Bylaws.

3.4 General Matters.

When reference is made herein, or in the Articles, Bylaws and rules and regulations, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted meeting of their Members voting for them (i. e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots or Units.

ARTICLE 4

COMMON PROPERTY; EASEMENTS

4.1 Members' Easements.

Each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Property for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be regulated by the Master Association. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Master Association to levy assessments against each Lot or Unit for the purpose of maintaining the Common Property and any facilities located thereon in compliance with the provisions of this Declaration.

(b) The right of the Master Association to suspend the Member's (and the Member's Permittees') right to use the Common Property recreational facilities (if any) for any period during which any assessment against his Lot or Unit remains unpaid for more than thirty (30) days; and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Master Association's lawfully adopted rules and regulations.

(c) The right of the Master Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Property and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Master Association shall apply until rescinded or modified as if originally set forth at length in this Declaration. Notwithstanding the foregoing, all proposed rules or regulations must be delivered to Members and Members shall have a ten (10) day comment period prior to such proposed rule or regulation being voted on by the Board of Directors of the Master Association.

(d) The right to the use and enjoyment of the Common Property and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Master Association as set forth in its lawfully adopted and published rules and regulations.

(e) The right of Declarant and the Master Association to permit such persons as Declarant and the Master Association shall designate to use the Common Property.

Covenants

(f) The right of Declarant and the Master Association to have, grant and use blanket and specific easements over, under and through the Common Property.

(g) The right of the Master Association to grant easements and rights of way, dedicate or convey portions of the Common Property to any other association having similar functions, or any public or quasi-public agency, community development district or similar entity under such terms as the Master Association deems reasonably appropriate and to create or contract with other associations within Wolf Creek for purposes deemed appropriate by the Master Association.

(h) The right of the Master Association to mortgage the Common Property with the consent of the Members holding two thirds of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds of the total votes.

(i) The rights of the Declarant to withdraw portions of the Common Property as provided in Section 2.3 above.

(j) The easements set forth in any recorded declaration affecting the Property subject to this Declaration.

4.2 Easements Appurtenant.

The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Lot or Unit, but shall not be deemed to grant or convey any ownership interest in the Common Property subject thereto.

4.3 Maintenance.

The Master Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Property with all such work to be done as ordered by the Board of Directors of the Master Association. Without limiting the generality of the foregoing, at such time as the applicable governmental authority permits the Declarant to assign its responsibilities to the Master Association, the Master Association shall assume all of Declarant's and its affiliates' responsibilities to the County, the City, the State of Florida and its and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the maintenance, repair and replacement of Common Property and shall indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Master Association's failure to fulfill those responsibilities. All work pursuant to this Section and all expenses incurred or allocated to the Master Association pursuant to this Declaration shall be paid for by the Master Association through assessments (either general or special) imposed in accordance herewith. The Master Association, on behalf of itself and/or all or appropriate Sub-Associations, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of the Property, or appropriate portions thereof, and the Master Association shall then have the power to allocate portions of such expenses among the Master Association and/or the Sub-Associations, based on such formula as may be adopted by the Master Association or as otherwise provided in this Declaration or any Supplemental Declaration. The portion so allocated to the Master Association or any Sub-Association shall be deemed a general expense thereof, collectible through its own assessments. No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Property or abandonment of the right to use the Common Property.

4.4 Easements for Vehicular Traffic.

Covenants

In addition to the general easements for use of the Common Property reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners of Lots or Units within the Property, that each and every Owner, and Declarant, shall have a non-exclusive easement appurtenant for vehicular traffic over all private streets (if any) within the Common Property. It is not anticipated that the Common Property will include any streets owned by the Master Association.

4.5 Utility Easements.

Use of the Common Property for utilities, as well as use of the other utility easements as shown on any plats of the Property, shall be in accordance with the applicable provisions of this Declaration. Declarant and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Property and the unimproved portions of the Lots or Units for the installation, operation, maintenance, repair, replacement, alteration and expansion of utilities.

4.6 Public Easements.

Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Property in the performance of their respective duties.

4.7 Drainage Easement.

Portions of the property subject to this Declaration are subject to an easement in favor of Florida Department of Transportation ("FDOT") as set forth in the easement recorded at Official Records Book 970, page 350 of the public records of Duval County, Florida. An amendment to this easement, entitled Outfall Drainage Easement, dated March 12, 2004 and recorded at Official Records Book 11697, page 2452 of the public records of Duval County, Florida contemplates that a portion of the easement will be abandoned by FDOT and relocated to certain land immediately adjacent to but outside of the boundaries of the property subject to this Declaration. The easements are for purposes of constructing and maintaining a drainage and detention pond and related improvements, including the installation of an underground storm water pipe and for the drainage of stormwater into the drainage and detention pond.

4.8 Box Culvert Easement.

In accordance with the terms and conditions of that certain Agreement Regarding Box Culvert, dated March 12, 2004 and recorded at Official Records Book 11697, page 2447 of the public records of Duval County, Florida, it is contemplated that portions of the property subject to this Declaration will be subject to an easement in favor of Florida Department of Transportation ("FDOT") for the construction, installation, maintenance and use of underground facilities for the transportation of stormwater from Beach Boulevard to the easement area

4.9 Encroachment.

If (a) any portion of the Common Property (or improvements constructed thereon) encroaches upon any other portion of a Lot or upon any Unit; (b) any portion of a Lot or Unit (or improvements constructed thereon) encroaches upon the Common Property; or (c) any encroachment shall hereafter occur as the result of (i) construction of any improvement; (ii) settling or shifting of any improvement; (iii) any alteration or repair to the Common Property (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement or portion of the Common Property, then, in any such event, a valid easement is granted and shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

Covenants

4.10 Pipes, Weirs, Ducts, Cables, Conduits, Public Utility Lines, Etc.

Each portion of the Lots, Units and the Common Property shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, weirs, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Lots, Units and Common Property and serving such portion thereof. Each portion of the Lots, Units and Common Property shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, utility lines and other similar or related facilities located in such portion of the Lots and Units and Common Property and serving other portions thereof.

4.11 Easements of Support.

Whenever any structure included in the Common Property adjoins any structure included in any other portion of the Property, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

4.12 Construction and Sales.

The Declarant (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Property for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Property for the purposes of advertising the sale or lease of Units.

4.13 Ownership.

The Common Property is hereby dedicated non-exclusively to the joint and several use, in common, of Declarant and the Owners of all Lots and Units that may from time to time constitute part of the Property and all Member's Permittees and Declarant's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Master Association, subject to Section 2.3 hereof. The Common Property (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last Lot or Unit within the Property (and the Future Development Property if then contemplated to be added to the Property by Declarant, in Declarant's sole and absolute opinion) has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of Declarant), be conveyed by quit claim deed (free and clear of monetary liens and encumbrances, but subject to such reserved easements as Declarant determines are necessary or convenient) to the Master Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Master Association shall be responsible for the maintenance, insurance and administration of such Common Property (whether or not then conveyed or to be conveyed to the Master Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of the County. It is intended that any and all real estate taxes and assessments assessed against the Common Property shall be (or have been, because the purchase prices of the Lots and Units have already taken into account their proportionate shares of the values of the Common Property), proportionally assessed against and payable as part of the taxes of the applicable Lots and Units within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Property, the Master Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded, and such taxes shall be prorated between Declarant and the Master Association as of the date of such recordation.

Declarant and its affiliates shall have the right from time to time to enter upon the Common Covenants

Property and other portions of the Property (including, without limitation, Lots and Units) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Property or elsewhere on the Property that Declarant and its affiliates or designees elect to effect, and to use, without charge, the Common Property and other portions of the Property for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby property.

Without limiting the generality of the foregoing, Declarant and its affiliates shall have the specific right to maintain upon any portion of the Property sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Property shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Declarant shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion. There shall be no absolute liability imposed on Owners from damage to Common Property in Wolf Creek.

ARTICLE 5

MAINTENANCE OF UNITS AND LOTS

5.1 Lots and Exteriors of Units.

Lots and Units shall be maintained, repaired and replaced in accordance with the terms and conditions of the Sub-Association's governing documents.

ARTICLE 6

CERTAIN USE RESTRICTIONS

6.1 Applicability.

The provisions of this Article 6 shall be applicable to all of the Property but shall not be applicable to Declarant or any of its designees or to Lots or Units, or other property owned by Declarant or its designees.

6.2 Uses of Lots and Units.

All Lots and Units (and appurtenant Common Property) shall be used for the general purposes for which they are designed and intended and at all times used, operated and maintained in accordance with applicable zoning and other requirements, conditions and restrictions applicable to same (including, without limitation, any deed or lease of the Lot or Unit from the Declarant, as same may be amended from time to time). Any Lot owned by the Declarant may be converted for use as a road to provide access to lands within or without the Property.

6.3 Nuisances.

Nothing shall be done or maintained on any Lot or Unit which may be or become an annoyance or nuisance to the occupants of other Lots or Units. Any activity on a Lot or Unit which interferes with television, cable or radio reception on another Lot or Unit shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance,

Covenants

such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

6.4 Trash.

No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Property except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.

6.5 Declarant Exemption.

In order that the development of the Property may be undertaken, no Owner, nor the Master Association, nor any Sub-Association shall do anything to interfere with Declarant's activities, more fully set forth as follows:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of the Future Development Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for the Future Development Property, as same may be expanded, may be modified by the Declarant at any time and from time to time, without notice); or

(b) Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on the Future Development Property, such structures including sales and/or construction trailers as may be reasonably necessary for the conduct of its or their business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on the Future Development Property, activities relating to the development, subdivision, grading and construction improvements in the Future Development Property and of disposing of Lots and/or Units therein by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be initially constructed as a part of the Future Development Property; or

(e) Prevent Declarant, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on the Future Development Property, as may be necessary in connection with the operation of any Lots or Units owned by Declarant (its successors or assigns) or the sale, lease or other marketing of Lots and/or Units, or otherwise from taking such other actions deemed appropriate; or

(f) Prevent Declarant, or its successors or assigns from filing Supplemental Declarations, which add or withdraw additional property as otherwise provided in this Declaration; or

(g) Prevent Declarant from modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property.

ARTICLE 7

Covenants

COVENANT FOR MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation for Assessments.

Except as provided elsewhere herein, Declarant (and each party joining in any supplemental declaration), for all Lots and Units now or hereafter located within the Property, hereby covenants and agrees, and each Owner of any Lot or Unit by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Master Association, Annual Assessments and charges for the operation of, and for payment of expenses allocated or assessed to or through the Master Association, of and for the maintenance, management, operation and insurance of the Common Property, Capital Improvement Assessments, as provided in Section 7.5 hereof and Special Assessments as provided in Section 7.4 hereof. In addition, Special Assessments may be levied against particular Owners and Lots or Units for fines, expenses incurred against particular Lots, Units and/or Owners to the exclusion of others and other charges against specific Lots, Units or Owners as contemplated in this Declaration. All of the Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot or Unit against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the Assessment fell due and all subsequent Owners until paid, except as provided in Section 7.10 below. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

7.2 Rates of Assessments.

Assessments shall be made at a uniform rate against applicable "Assessment Units." For the purposes hereof each Lot or Unit shall constitute one (1) Assessment Unit.

In the event of any dispute as to the allocation of Assessments, the determination of the Board of the Master Association shall be binding and dispositive. Declarant may modify such formula with respect to future Lots or Units in the Supplemental Declaration bringing such Lots or Units under the provisions hereof in order to account for unforeseen changes in development plans and to maintain an equitable system of Assessment allocation, provided that no change may be made in the allocation of Assessments among residential condominium Units insofar as it is the intent hereof that each such Unit shall be required to bear a proportionate burden of Assessments.

The Board of Directors shall budget and adopt assessments for the Master Association's general expenses in accordance with the procedures set forth in the Bylaws.

7.3 Purpose of Assessments.

The regular assessments levied by the Master Association shall be used for the purposes expressed in Section 7.1 above and for such other purposes as the Master Association shall have within its powers and from time to time elect to undertake.

7.4 Special Assessments.

In addition to the regular and capital improvement assessments which are or may be levied hereunder, the Master Association (through the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners (a) for the repair or replacement of damage to any portion of the Common Property (including, without limitation, Covenants

improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his Member's Permittee and (b) to obtain funds for a specific purpose(s) which is of a non-recurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated, and which is not the appropriate subject of a capital improvement assessment for the Common Property. Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment.

7.5 Capital Improvements.

Funds which, in the aggregate, exceed the lesser of \$50,000.00 or 10% of the total amount of the current operating budget of the Master Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement per Article 10 hereof) relating to the Common Property and which have not previously been collected as reserves or are not otherwise available to the Master Association (other than by borrowing) shall be levied by the Master Association as assessments only upon approval of a majority of the Board of Directors of the Master Association. The costs of any of the aforesaid work which are less than the above-specified threshold amount shall be collected as general or special assessments upon approval of a majority of the Master Association's Board of Directors.

7.6 Date of Commencement of Annual Assessments: Due Dates.

The annual regular assessments provided for in this Article shall commence on the first day of the month next following the recordation of this Declaration and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in monthly installments. The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment.

7.7 Duties of the Board of Directors.

The Board of Directors of the Master Association shall fix the date of commencement and the amount of the assessment against the Lots and Units subject to the Master Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Units and assessments applicable thereto which shall be kept in the office of the Master Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The Master Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Declarant) for management services, including the administration of budgets and assessments as herein provided. The Master Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

Covenants

7.8 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Master Association.

If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot or Unit which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 7.9 to the contrary, the personal obligation of an Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both. If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Master Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges. Provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum). The Master Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as herein above provided for) against the Lot or Unit on which the assessments and late charges are unpaid, may foreclose the lien against the Lot or Unit on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest secured by the lien. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred, whether incurred before, or at trial, on appeal, in post judgment collection or in bankruptcy, together with the costs of the action. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot or Unit whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot or Unit shall be levied by the Master Association for such purpose. In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot or Unit as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or Unit or the enjoyment of the Common Property until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid. Provided, however, that the provisions of this Section shall not be applicable to the mortgagees and purchasers contemplated by Section 7.9 below. All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Master Association.

Unless delegated to a Sub-Association by the Master Association, it shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder.

The Master Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

Unless provided for in a Mortgage on a Lot or Unit, failure to pay assessments does not constitute a Covenants

default under a Mortgage.

7.9 Subordination of the Lien.

The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first Mortgage; provided, however, that any such Mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such Mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or Mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot or Unit by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots and Units subject to assessment by the Master Association, including the Lots and Units as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

7.10 Collection of Assessments.

In the event that at any time the collection of assessments levied pursuant hereto is made by an entity other than the Master Association, all references herein to collection (but not necessarily enforcement) by the Master Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay assessments shall be satisfied by making such payments to the applicable collecting entity. No Mortgagee shall be required to collect Assessments.

7.11 Declarant's Assessments.

Notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Lots or Units owned by it, or (ii) not pay assessments on some or all Lots or Units owned by it and in lieu thereof fund any resulting deficit in the Master Association's operating expenses not produced by assessments receivable from Owners other than Declarant and any other income receivable by the Master Association. The deficit to be paid under option (iii), above, shall be the difference between (a) actual operating expenses of the Master Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Master Association (including, without limitation, assessments, interest, late charges, capital contributions, fines and incidental income) and any surplus carried forward from the preceding year(s). Declarant may from time to time change the option under which Declarant is making payments to the Master Association by written notice to such effect to the Master Association. When all Lots and Units within the Property are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Master Association for the payment of assessments, deficits or contributions.

7.12 Master Association Funds.

The portion of all regular assessments collected by the Master Association for reserves for future expenses, and the entire amount of all Special and Capital Assessments, shall be held by the Master Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

7.13 Working Capital Contribution.

Each purchaser shall be required to make a one time working capital contribution to the Master Association in the amount determined by the Master Association from time to time, which may be used for additional capital improvements or services which were not included in the original budget

Covenants

categories and may be used by the Declarant to fund the operating deficit.

ARTICLE 8

MASTER ASSOCIATION AND SUB-ASSOCIATIONS

8.1 Preamble.

In order to ensure the orderly development, operation and maintenance of the Property, including the Property subject to the administration of the Sub-Associations as integrated parts of the Property, this Article has been promulgated for the purposes of (a) giving the Master Association certain powers to effectuate such goal, (b) providing for intended (but not guaranteed) economies of scale and (c) establishing the framework of the mechanism through which the foregoing may be accomplished. The provisions of this Article are specifically subject, however, to Section 16.9 of this Declaration.

8.2 Cumulative Effect: Conflict.

The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Sub-Associations and the Master Association may, but shall not be required to, enforce the latter; provided, however, that in the event of conflict between or among such covenants, restrictions and provisions, or any Articles of incorporation, Bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Sub-Associations shall be subject and subordinate to this Declaration. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Master Association and the Sub-Associations as provided for herein. As to any Sub-Association which is a condominium association, no duties of same hereunder shall be performed or assumed by the Master Association if same are required by law to be performed by the Sub-Association or if the performance or assumption of such duties would be contrary to the purpose and intent of Section 16.9 of this Declaration.

8.3 Collection of Assessments.

The Master Association shall collect all assessments and other sums due the Master Association from the members thereof.

To the extent lawful, the Master Association may delegate, or contract for the performance of any duties performed by it pursuant hereto to/with a management company approved by the Master Association.

8.4 Delegation of Other Duties.

The Master Association shall have the right to delegate to a Sub-Association, on an exclusive or non-exclusive basis, such additional duties not specifically described in this Section as the Master Association shall deem appropriate, provided that such duties have a reasonable relationship (by virtue of function or location) to the Sub-Association or its respective property. Such delegation shall be made by written notice to the Sub-Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Master Association at any time.

8.5 Acceptance of Delegated Duties.

Whenever the Master Association delegates any duty to a Sub-Association pursuant to this Section, the Sub-Association shall be deemed to have automatically accepted same and to have agreed to Covenants

indemnify, defend and hold harmless the Master Association for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Sub-Association's performance, non-performance or negligent performance thereof. All Sub-Associations shall be responsible to the Master Association for maintaining adequate liability and other insurance covering injuries, deaths, losses or damages arising from or connected with the Sub-Association's performance or nonperformance of its duties hereunder.

8.6 Expense Allocations.

The Master Association may, by written notice given to the affected Sub-Association at least sixty (60) days prior to the end of the Sub-Association's fiscal year, allocate and assess to the Sub-Association a share of the expenses incurred by the Master Association which are reasonably allocable to the Sub-Association and/or the portion of the Property within its jurisdiction. In such event, the expenses so allocated shall thereafter be deemed common expenses of the Sub-Association payable by it (with assessments collected from its members) to the Master Association.

In the event of a failure of a Sub-Association to budget or assess its members for expenses allocated as aforesaid, the Master Association shall be entitled to pursue all available legal and equitable remedies against the Sub-Association or, without waiving its right to the foregoing, specially assess the members of the Sub-Association and their Lots or Units for the sums due (such special assessments, as all others, to be secured by the lien provided for in this Declaration).

8.7 Non-Performance of Sub-Association Duties.

In addition to the specific rights of the Master Association provided in Section 8.6 above, and subject to the limitations set forth in Sections 8.2 and 16.9 of this Declaration, in the event that a Sub-Association fails to perform any duties delegated to, or required of, it under this Declaration or to otherwise be performed by it pursuant to its own declaration, Articles of Incorporation, Bylaws or related documents, which failure continues for a period in excess of thirty (30) days after the Master Association's giving notice thereof, then the Master Association may, but shall not be required to, assume such duties. In such event, the Sub-Association shall not perform such duties unless and until such time as the Master Association directs it to once again do so.

8.8 Conflict.

In the event of conflict between this Article 8, as amended from time to time, and any of the other covenants, restrictions or provisions of this Declaration or the Articles of Incorporation, Bylaws or rules and regulations of the Master Association all as amended from time to time, the provisions of this Article shall supersede and control.

ARTICLE 9

RULES; ENFORCEMENT

9.1 Compliance by Owners.

Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Master Association.

9.2 Enforcement.

Covenants

Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

9.3 Fines.

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

(a) Notice: The Master Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(i) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(iii) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof (even if in the first instance): a fine not in excess of One Thousand Dollars (\$1,000.00).

(iv) Provided, however, to the extent that state law is modified to permit fines of greater amounts, the Declaration shall be automatically amended to include such increase.

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments, and the lien securing same, as set forth herein.

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

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be

Covenants

deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner.

9.4 Initial Rules and Regulations.

The Board of the Master Association shall have the right to implement rules and regulations for the Master Association and its Members.

ARTICLE 10

DAMAGE OR DESTRUCTION TO COMMON PROPERTY

10.1 Damage or Destruction.

Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Master Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000.00) or less of being sufficient to effect total restoration of the Common Property, then the Master Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a capital special (and not capital improvement) assessment against each of the Owners in equal shares in accordance with the provisions of Article 7 of this Declaration.

(c) If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars (\$100,000.00) to effect total restoration of the Common Property, then by written consent or vote of two thirds (2/3) of the Board of Directors, subject to Article 12 hereof, the Board shall determine whether (1) to rebuild and restore the Common Property in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying capital improvement assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Property in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds.

(d) Each Member shall be liable to the Master Association for any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's Permittees. Notwithstanding the foregoing, the Master Association reserves the right to charge such Member an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Lot or Unit, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an assessment against the Member and may be collected as provided herein for the collection of assessments.

ARTICLE 11

INSURANCE

Covenants

11.1 Common Property.

The Master Association shall keep all improvements, facilities and fixtures located within the Common Property insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Master Association may deem desirable. The Master Association may also insure any other property, whether real or personal, owned by the Master Association, against loss or damage by fire and such other hazards as the Master Association may deem desirable, with the Master Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Master Association. Insurance proceeds shall be used by the Master Association for the repair or replacement of the Property for which the insurance was carried. Premiums for all insurance carried by the Master Association are common expenses included in the Annual Assessments made by the Master Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Master Association shall contain provisions, or be accompanied by endorsements, for agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable.

The Master Association shall also maintain flood insurance on the insurable improvements on the Common Property in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Property or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within an "A" flood zone.

11.2 Replacement or Repair of Common Property.

In the event of damage to or destruction of any portion of the Common Property, the Master Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 11 of this Declaration.

11.3 Waiver of Subrogation.

As to each policy of insurance maintained by the Master Association which will not be voided or impaired thereby, the Master Association hereby waives and releases all claims against the Board, the Members, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

11.4 Liability and Other Insurance.

The Master Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Master Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Master Association and vice versa and coverage for legal liability resulting from lawsuits related to

Covenants

employment contracts shall also be maintained. The Master Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Master Association and its Board of Directors and officers, from liability in connection with the Common Property, the premiums for which shall be Common Expenses and included in the assessments made against the Members. The Master Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Master Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Master Association, with the Master Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Master Association or management company during the time the bond is in force.

11.5 "Blanket" Insurance.

The requirements of this Article may be met by way of the Master Association being an insured party under any coverage carried by the Declarant or under coverage obtained by the Master Association as long as such coverage is in accordance with the amounts and other standards dated in this Article.

ARTICLE 12

MORTGAGEE PROTECTION

12.1 Mortgagee Protection.

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) The Master Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Master Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Master Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Master Association meetings, (iii) receive notice from the Master Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Master Association, which default is not cured within thirty (30) days after the Master Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Property.

(b) Any holder, insurer or guarantor of a Mortgage on a Lot or Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot or Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Master Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Any holder, insurer or guarantor of a Mortgage on a Lot or Unit shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Property and receive immediate

Covenants

reimbursement from the Master Association.

(d) Any holder, insurer or guarantor of a Mortgage on a Lot or Unit shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive immediate reimbursement from the Master Association.

ARTICLE 13

DISCLAIMER OF LIABILITY OF MASTER ASSOCIATION AND DECLARANT

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE MASTER ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE MASTER ASSOCIATION (COLLECTIVELY, THE "MASTER ASSOCIATION DOCUMENTS"), NEITHER THE MASTER ASSOCIATION NOR THE DECLARANT SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE MASTER ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE MASTER ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) NEITHER THE MASTER ASSOCIATION NOR THE DECLARANT IS EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, THE CITY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES AND

(c) ANY PROVISIONS OF THE MASTER ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE MASTER ASSOCIATION OR THE DECLARANT TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

ARTICLE 14

STORMWATER MANAGEMENT SYSTEM

14.1 Blanket Easement.

The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, Covenants

pumps, and berms across the rear of certain Lots or Units and access easements to the Stormwater Management System. Declarant hereby reserves for itself, its successors and assigns, and grants to the Master Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. Portions of the Stormwater Management System are located entirely within Lots or Units. The Master Association is hereby granted an easement over any Lots or Units which is necessary or convenient for the Master Association to perform its maintenance obligations hereunder, provided however, such easement shall be released with respect to any portion of the Lots or Units on which an approved Improvement is constructed and located.

14.2 Maintenance Easement.

The Master Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Lot or Unit which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the SJRWMD permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Lots as part of the Stormwater Management System, or take any other action reasonably necessary, following which Declarant or the Master Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant or the Master Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant or the Master Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant or the Master Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant or the Master Association and shall not be construed to obligate Declarant or the Master Association to take any affirmative action in connection therewith. The Owners of Lots adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

14.3 Maintenance.

Except as specifically set forth herein to the contrary, the Master Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance and other stormwater management capabilities as permitted by the SJRWMD.

The Master Association shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Master Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements. The Owners of Lots adjacent to or containing any portion of the Stormwater System, the Stormwater Management System shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) irrespective of ownership of such land, keep the grass, plantings, and

Covenants

other lateral support of the embankments in a clean and safe manner and to prevent erosion and shall remove trash and debris as it may accumulate in the System, from time to time. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance or other surface water capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permit as originally issued or any modification that may be approved by the SJRWMD. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

(a) The Master Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.

(b) The Master Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.

(c) The Master Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

14.4 Improvements.

No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of the Master Association and the approval of the Committee or Declarant, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Master Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System may also require the prior written approval of the SJRWMD. After receiving the approval of the Committee, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvements. Notwithstanding the foregoing, docks bulkheads or other structures, permanent or temporary, that are constructed as initial improvements, may not be constructed without obtaining the prior written consent of the Declarant.

14.5 Use and Access.

Declarant and the Master Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Declarant or the Master Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Declarant and the Master Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Declarant and the Master Association. Only Declarant and the Master Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use.

14.6 Liability.

NEITHER DEVELOPER NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE ASSOCIATION FROM ANY LIABILITY IN

Covenants

CONNECTION THEREWITH.

NEITHER DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

14.7 Wetlands, Jurisdictional Land and Swales.

This Declaration is subject to the rights of the State of Florida over portion of the Property which may be considered wetlands, marshes, sovereignty or jurisdictional lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, mowing, improving, landscaping, or removal of plant life existing on his Lot.

14.8 Rights of the SJRWMD.

Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this paragraph. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. In the event that the Master Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the SJRWMD.

14.9 Indemnity.

Declarant may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the plat, permits, or certain agreements with governmental agencies. The Master Association further agrees that subsequent to the recording of this Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Master Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system Declarant shall assign all its rights, obligations and duties thereunder to the Master Association. The Master Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

Covenants

14.10 Permits.

THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER SAJ-2003-6609 (NW-JJS), ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-031-91729-1 ISSUED BY THE SJRWMD. ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH RELATES TO ITS LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER IS CITED THEREFOR, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

14.11 Declarant's Rights.

Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in the plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on any plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owners of Lots subject to easements shown on any plat of the Property 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 Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Master Association, or the grantee of the easement.

14.12 Conservation Easement.

From time to time the Developer may be required to record a conservation easement over a portion of the Property, as determined by the SJRWMD, Department of Environmental Protection and/or the Army Corps of Engineers. Such land would be subject to a conservation easement as a mitigation area and would be subject to the jurisdiction of such agencies and such land is referred to as "Restricted Land". The use of such Restricted Land is hereby restricted as follows:

- (a) There shall be no construction or placing of buildings, roads, signs, billboards or other advertising, utilities or structures above the ground in the Restricted Land.
- (b) No soil or other substance or material used as land fill, and no trash, waste, unsightly or offensive materials may be dumped or placed on the Restricted Land.
- (c) No trees, shrubs or other vegetation on the Restricted Land may be removed or destroyed.
- (d) There shall be no excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Restricted Land.

Covenants

(e) There shall be no surface use of the Restricted Land except for purposes that permit the land or water to remain predominantly in their natural condition.

(f) There shall be no activities within the Restricted Land which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish or wildlife habitat preservation.

(g) There shall be no use made of the Restricted Land and no act shall be undertaken which is detrimental to the retention of land or water areas or which are detrimental to the preservation of structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

(h) Upon the recording of a conservation easement, the foregoing restrictions shall be deemed covenants running with the Restricted Land, will be binding upon the Owner(s) of the Restricted Land, their successors and assigns, and shall inure to the benefit of the SJRWMD.

(i) Notwithstanding any other provisions hereof, the terms of this Article 14.12 shall not be amended or modified without the written consent of the SJRWMD. Further, this Article 14.12 may be enforced by the SJRWMD, its successors and assigns.

ARTICLE 15

COMMUNITY DEVELOPMENT DISTRICT

The Wolf Creek Community Development District ("CDD") may be created and may impose and levy taxes or assessments, or both taxes and assessments, on this property, these taxes and assessments pay the construction, operation and maintenance costs of certain public facilities and services of the district and are set annually by the governing board of the district. These taxes and assessments are in addition to county and other local governmental taxes and assessments and all other taxes and assessments provided for by law.

The Property will potentially be included within a CDD. If a CDD is created, the Property is expected to be located within the boundaries of the Wolf Creek CDD. The CDD is a special purpose form of local government established and existing pursuant to Chapter 190, Florida Statutes. The CDD is being established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain certain community infrastructure systems, facilities and services for storm water management and drainage including roadways, parks and recreation, water and sewer utilities, and such other systems, facilities and services as are allowed by Chapter 190, Florida Statutes ("District Improvements"). Each Owner agrees and acknowledges that, once established, the Wolf Creek CDD may impose and levy taxes or assessments, or both taxes and assessments, on the Property. These taxes and assessments pay the construction, operation, and maintenance costs of certain public facilities and services of the district and are set annually by the governing board of the district. These taxes and assessments are in addition to the county and other local governmental taxes and assessments and all other taxes and assessments provided for by law.

ARTICLE 16

GENERAL PROVISIONS

16.1 Duration.

The covenants and restrictions of this Declaration shall run with and bind the Property, and shall

Covenants

inure to the benefit of and be enforceable by the Master Association, Declarant (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the Voting Members representing the votes of 75% of all the Lots and Units subject hereto and of 90% of the Mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any approvals being obtained.

16.2 Notice.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Master Association at the time of such mailing.

16.3 Enforcement.

Without limiting the generality of Article 9, enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity brought by the Master Association, Declarant or any Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots and Units to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16.4 Interpretation.

The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. The terms of this Declaration shall be literally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the marketability and desirability of the Property by providing a uniform and consistent plan for the development of enjoyment thereof.

16.5 Severability.

Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

16.6 Effective Date.

This Declaration shall become effective upon its recordation in the Public Records of the County. It is anticipated that this Declaration will be recorded immediately prior to the first Unit closing in Wolf Creek..

16.7 Amendment.

In addition, but subject, to any other manner herein provided for the amendment of this Declaration, prior to Turnover (as defined in the Articles), the covenants, restrictions, easements, charges and Covenants

liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Declarant, for so long as it or its affiliate holds title to any Lot or Unit affected by this Declaration; provided however that any such amendment shall not (i) be inconsistent with the general scheme of development within Wolf Creek or (ii) materially and adversely alter the proportionate voting interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Master Association, unless the record Owner of the Lot or Unit and all record owners of liens on the Lot or Unit join in the execution of the amendment. After Turnover by an instrument signed by the President of the Master Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least 66 2/3% of the Members represented at a duly called meeting thereof; provided that so long as Declarant is the Owner of any Lot or Unit affected by this Declaration, Declarant's consent must be obtained if such amendment, in the sole opinion of Declarant, affects its interest.

16.8 Conflict.

This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Master Association and said Articles shall take precedence over the Bylaws and the Bylaws shall take precedence over the provisions set forth in any rules and regulations adopted by the Board.

16.9 Limitation on Master Association.

Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Master Association as same pertains to any condominium located within the Property which would cause the Master Association to be subject to Chapter 718, Florida Statutes, or any related administrative rules or regulations, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined by a court or administrative hearing officer of competent jurisdiction (after all appellate rights have been exercised or waived) to subject the Master Association to said Chapter 718. It is the intent of this provision that the Master Association not be deemed to be a condominium association, nor the Common Property be deemed to be common elements of any such condominium.

16.10 Standards for Consent.

Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant or its affiliates or the Master Association, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant or Master Association, as appropriate.

16.11 Easements.

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Master Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Declarant and the Master Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be

Covenants

required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

16.12 No Public Right or Dedication.

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

16.13 Constructive Notice and Acceptance.

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot and/or Unit or other property located on or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot, Unit or other property.

16.14 No Representations or Warranties.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS AND/OR UNITS (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

16.15 Covenants Running With The Land.

Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 16.1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the Property and with title to the Property. Without limiting the generality of Section 16.5 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the Property as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the Property; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

16.16 Approval by Mortgagees.

Covenants

In the event that any of the Lots or Units are subject to a Mortgage which is guaranteed by the FHA or VA, then, for so long as there is a Class B Membership in the Master Association, the Declarant shall obtain approval of the FHA or VA: annexation of additional properties (other than the Future Development Property), dedication of Common Property and amendment of this Declaration

16.17 Tax Deeds and Foreclosure.

All provisions of the Declaration relating to a Lot and Unit which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

16.18 Legal Fees and Costs.

The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

16.19 Law To Govern

This declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

[Remainder of this Page is Blank Intentionally.]

1341352_v5

Covenants

- 30 -

EXECUTED as of the date first above written.

PULTE HOME CORPORATION,
a Michigan corporation

By: [Signature]
Print Name: J. Kevin Setzer
Its: Attorney-In-Fact

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th day of June 2004,
by J. Kevin Setzer, as Attorney-In-Fact, of Pulte Home Corporation, a
Michigan corporation, on behalf of the corporation. He/she is ☒ personally known to me or
produced _____ as identification.

[Signature]
Name: Christine Anita Cook
Notary Public, State of Florida
Commission No. _____
My commission expires: DD 082009
Jan 27, 2006

1341352_v5

CHRISTINE ANITA COOK
Notary Public, State of Florida
My comm. expires Jan. 27, 2006
Comm. No. DD 082009

Covenants

EXHIBIT A

PROPERTY

OVERALL BOUNDARY

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5549, PAGE 247 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD/STATE ROAD NO. 212, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 89° 30' 06" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1499.89 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 00° 29' 54" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, 1691.70 FEET; THENCE SOUTH 89° 29' 48" WEST, A DISTANCE OF 862.88 FEET; THENCE NORTH 10° 26' 14" WEST, 276.33 FEET; THENCE NORTH 11° 37' 44" EAST, 116.00 FEET; THENCE NORTH 28° 18' 18" WEST, 174.00 FEET; THENCE NORTH 57° 15' 44" EAST, 229.00 FEET; THENCE RUN NORTH 07° 41' 44" EAST, 263.99 FEET; THENCE NORTH 40° 01' 16" WEST, 194.00 FEET; THENCE NORTH 33° 41' 13" WEST, 260.00 FEET; THENCE NORTH 12° 14' 21" WEST, 116.00 FEET; THENCE NORTH 00° 30' 14" WEST, 288.00 FEET TO A POINT LYING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD; THENCE NORTH 89° 30' 06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1025.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.94 ACRES, MORE OR LESS.

1341352_v5

EXHIBIT B

**ARTICLES OF INCORPORATION
OF WOLF CREEK MASTER ASSOCIATION**

1341352_v5

**ARTICLES OF INCORPORATION
FOR
WOLF CREEK MASTER ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**1
NAME**

The name of the corporation shall be WOLF CREEK MASTER ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

**2
OFFICE**

The principal office and mailing address of the Association shall be 5210 Belfort Road South, Suite 400, Jacksonville, Florida 32256 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**3
PURPOSE**

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions, Restrictions and Easements for Wolf Creek Master Association recorded (or to be recorded) in the Public Records of Duval County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Association are to preserve the values and amenities in the Property and to maintain, repair and replace the Common Property thereof for the benefit of the Owners who become Members of the Association.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association may inure to the benefit of any individual Member or any other person. The Association may however, reimburse its Members for the actual expenses incurred for or on behalf of the Association and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code or other applicable provisions of the Code and federal and state law.

**4
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration which are incorporated herein, unless herein provided to the contrary, or unless the context otherwise requires.

**5
POWERS**

The powers of the Association shall include and be governed by the following:

Prepared by Melissa Turra
Florida Bar No. 0022063
Holland & Knight LLP
50 N. Laura St., Suite 3900
Jacksonville, FL 32202
904-353-2000

5.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida (as determined as of the date of these Articles), except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property may not be mortgaged without the prior approval of Members holding two thirds (2/3) of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds (2/3) of the total votes.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Common Property and insurance for the protection of the Association, its officers, directors and Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property; provided however, all proposed rules and regulations must be delivered to Members and Members shall have a ten (10) day comment period prior to such proposed rule or regulation being voted on by the Board of Directors of the Association.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Property and applicable law.

(g) To contract for the management and maintenance of the Common Property and to authorize a management agent (which may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Association.

(h) To employ personnel to perform the services required for the proper operation of the Common Property.

(i) To execute all documents or consents, on behalf of all Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Parcel, and each Mortgagee of an Owner, by acceptance of a lien on said Parcel, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(j) To operate, maintain and manage the surface water and/or stormwater management system for Wolf Creek (the "Stormwater Management System") in a manner consistent with the St. Johns River Water Management District ("SJRWMD") permit no. 4-031-91729-1 requirements and applicable SJRWMD rules and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the Stormwater Management System.

(k) The Association shall levy and collect adequate assessments against members of the Association for the cost of maintenance and operation of the Stormwater Management System.

(l) To enter into necessary agreements with utility companies, community systems service providers, a community development district or governmental or quasi governmental entities to provide services to or for the Association or the Members.

5.3 Powers Exercised by Board of Directors. All of the foregoing powers or duties shall be exercised by the Board of Directors subject to the approval of the required number of directors as may be set forth in the Declaration, Articles or Bylaws, provided however, the Board of Directors may not act on behalf of the Association to amend the Declaration or terminate the Association or the Declaration. The foregoing powers are subject to the approval of the Members holding the requisite number of votes of Members who are present at a duly constituted meeting at which a quorum is present in person or by proxy.

5.4 Property of the Association. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

5.5 Distribution of Income; Dissolution. The Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws.

6

MEMBERS

6.1 Membership. The Members of the Association shall consist of the Declarant under the Declaration (Pulte Home Corporation) and all of the record title owners of Lots, Units and Parcels within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lot, Unit or Parcel.

6.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot, Unit or Parcel for which that share is held.

6.3 Classes of Members / Voting. The Association will have three (3) classes of voting membership:

(a) Classes of Members.

(i) Class A Members. Class A Members shall be all Owners of Units within the Wolf Creek Condominium Association, Inc. with the exception of the "Developer" (as long

as the Class C Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one (1) vote for each Lot owned by such Member.

(ii) Class B Members. Class B Members shall be all Owners of Lots within the Wolf Creek Homeowners Association, with the exception of the "Developer" (as long as the Class C Membership shall exist, and thereafter, the Developer shall be a Class B Member to the extent it would otherwise qualify). Each Class B Member shall have one (1) vote for each Unit owned by such Member.

(iii) Class C Member. The Class C Member shall be the Developer, or a representative thereof, who shall have the sole right to vote in Association matters. The Class C Membership shall exist until the occurrence of the earlier of the following events ("Turnover"):

(1) Three (3) months after seventy-five (75%) percent of the Lots, Units and Parcels in the Property that will ultimately be operated by the Association have been conveyed to Class A and Class B Members.

(2) Such earlier date as Developer, in its sole discretion, may determine in writing.

(3) Twenty-five (25) years after recording of the Declaration.

(b) Voting.

(i) All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. Until Turnover, the Class C Member shall appoint the Directors. After Turnover, the Directors will be elected in accordance with Article 4 of the Bylaws.

6.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of members other than the annual meeting.

6.5 Proviso. At Turnover, the Declarant shall transfer control of the Association to Owners other than the Declarant by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect Directors and assume control of the Association; provided at least thirty (30) days notice of Declarant's decision to cause its appointees to resign is given to Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Declarant refuse or fail to assume control.

7 INCORPORATOR

The name and address of the Incorporator of this Association is:

NAME

ADDRESS

Kevin Setzer

5210 Belfort Road South, Suite 400
Jacksonville, Florida 32256

8

TERM OF EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. The Association may only be terminated by the approval of the Members holding two thirds (2/3) of the votes, voting in person or by proxy at duly called meeting at which a quorum is present or by the approval of members holding two thirds (2/3) of all the votes; provided however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

9

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Kevin Setzer	- President	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256
Dino Favara	-Vice President	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256
Linda Schaedel	-Secretary/Treasurer	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256

10

DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.

10.3 Election and Removal. The provisions relating to the election and removal of the Board of Directors are set forth in Article 4 of the Bylaws.

10.4 Term of Declarant's Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.

10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Kevin Setzer	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256
Dino Favara	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256
Linda Schaedel	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256

10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

11 INDEMNIFICATION PROVISIONS

This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

12 BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

13 AMENDMENTS

Until Turnover, Developer reserves the exclusive right to amend or repeal any of the

provisions of these Articles of Incorporation or any amendments hereto without the consent of any Class A or Class B Member or Institutional Mortgagee. Thereafter, the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of Owners of seventy-five percent (75%) of the Lots, or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these Articles which affect the rights of the SJRWMD, shall be subject to the approval of the SJRWMD. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

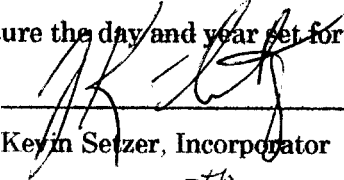
14

**INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The name and address of the Registered Agent of the Association is:

May Management Services, Inc.
10036 Sawgrass Drive, West, Suite 1
Ponte Vedra Beach, Florida 32082
(904) 273-9832

The Incorporator has affixed his signature the day and year set forth below.



Keyin Setzer, Incorporator

Dated this 17th day of June, 2004.

1338256_v2

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Duval, State of Florida, the Association named in the said articles has named May Management Services, Inc., 10036 Sawgrass Drive, West, Suite 1, Ponte Vedra Beach, Florida 32082, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

MAY MANAGEMENT SERVICES, INC.

By: 

Print Name: PATRICIA ARENAS

DATED this 16 day of JUNE, 2004

1338256_v2

EXHIBIT C

BYLAWS OF WOLF CREEK MASTER ASSOCIATION

1341352_v5

**BYLAWS
OF
WOLF CREEK MASTER ASSOCIATION, INC.**

**A Corporation Not for Profit
Under the Laws of the State of Florida**

**1
DEFINITIONS**

All terms in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Wolf Creek Master Association.

**2
BOOKS AND PAPERS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

**3
MEMBERSHIP**

3.1 Membership of the Association is as set forth in Article 6 of the Articles of Incorporation of the Association.

3.2 The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such assessments are made as provided in the Declaration.

**4
BOARD OF DIRECTORS**

4.1 Number of Directors. The affairs of the Association shall be managed by a Board of Directors. There shall be three (3) Directors of the Association prior to Turnover. The first Board of Directors after Turnover shall include five (5) Directors. After the first post-Turnover Board of Directors is elected, the Members may vote to increase the number of Directors on the Board of Directors to a maximum of seven (7) Directors, by amending the Articles of Incorporation in accordance with the Amendment requirements set forth in Article 13 of the Articles. Until the Class C Membership has terminated, the Directors need not be Members of the Association. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles of Incorporation of the Association and herein.

4.2 Election and Removal.

(a) Appointment of Directors Prior to Turnover. Prior to Turnover, Directors shall be appointed by the Class C Member, which Directors need not be Members of the Association.

(b) Election of Directors After Turnover.

(i) If Developer Owns 5% or More of the Lots Within the Property. After Turnover, for so long as the Developer owns at least five percent (5%) of the Lots within the

Property, the Developer may appoint one (1) Director to the Board of Directors of the Association and the Class A and Class B Members will vote to elect the remaining Directors. Class A Members shall elect two (2) Directors to the Board of Directors of the Association from Owners within the Single Family Project and one (1) Director to the Board of Directors of the Association from Owners within the Townhome Project. Class B Members shall elect two (2) Directors to the Board of Directors of the Association. In the event of a tie vote on a matter, the Class C Member will abstain.

(ii) If Developer Owns Less Than 5% of the Lots Within the Property. After Turnover, if the Developer owns less than five percent (5%) of the Lots within the Property, the Developer may no longer appoint members to the Board of Directors and only five (5) Directors will remain on the Board of Directors of the Association. Class A Members shall elect two (2) Directors to the Board of Directors of the Association from Owners within the Wolf Creek Condominium. Class B Members shall elect two (2) Directors to the Board of Directors of the Association from Owners within the Townhomes at Wolf Creek. Both Class A and Class B Members shall vote for one (1) Director who will be elected based on receiving the largest total number of votes.

(iii) Timing of Selection. Directors of the Association shall be selected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in these Bylaws. Notwithstanding the foregoing, each Director elected at the turnover meeting to serve a one (1) year term shall serve until the first annual meeting following the turnover meeting; provided however that if such period shall be less than six (6) months, such directors shall serve until the second annual meeting following the turnover meeting.

(iv) Removal of Directors. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in Section 4.8 of these Bylaws.

4.3 Any director (other than a director appointed by the Developer) may be removed from office at any time with or without cause by the affirmative majority vote of the Sub-Association membership which that Director represents cast at a meeting at which a quorum is present, and the Board of Directors of that Sub-Association shall then fill the vacancy. If a Director is removed, the replacement Director shall be from the same Sub-Association. Any director elected to the Board in accordance with the provisions of Section 4.2 above may be removed from office at any time with or without cause by the affirmative majority vote of the Board of Directors and the Board of Directors shall then fill the vacancy. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Developer is removed from office, said seat shall be filled by a replacement designated by the Developer rather than by the remaining directors.

4.4 After Turnover, the first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

4.5 Subject to the provisions of Section 4.6 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

4.6 Subject to the provisions of Section 4.6 below, special meetings of the Board of Directors may be called at any time by the President or by any three (3) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

4.7 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty-eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots, Parcels or Lots are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such assessments.

4.8 Directors (including affiliates of the Developer) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Board of Directors of each Sub-Association shall be called as soon as possible for the purpose of appointing new directors and the resignations of the prior directors shall not be effective until such appointments are made and new directors are appointed, except that if no meeting is held or no directors are appointed after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are appointed or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Developer resigns, said seat shall be filled by a replacement designated by the Developer rather than by the remaining directors.

4.9 Each Director shall have one (1) vote and Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers.

4.10 The Directors of the Association have a fiduciary duty to the Owners of Lots governed by the Association.

5 OFFICERS

5.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

5.2 The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

5.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

5.4 The officers of the Association have a fiduciary duty to the Owners of Lots governed by the Association.

6

MEETINGS OF MEMBERS

6.1 The regular annual meeting of the Members shall be held in the month of October in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

6.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any four (4) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

6.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

6.4 The presence in person or by proxy at the meeting of Members entitled to cast at least thirty percent (30%) of the votes of the membership shall constitute a quorum for any action governed by these Bylaws. Unless a greater percentage is expressly required, decisions of the members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

6.5 Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

6.6 Any Owner may tape record or videotape meetings of the Members, subject however to the rules established from time to time by the Board regarding such tapings.

6.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors) Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration the Articles or these Bylaws; provided, however, that a strict or technical reading of said Robert's Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

7

AMENDMENTS

7.1 Procedure. Until Turnover, these Bylaws may be amended by the Class C Member without the consent or joinder of any Class A or Class B Member. Thereafter, these Bylaws may be amended at a regular or special meeting of the Board of Directors by a majority vote of the Directors. Amendments to these Bylaws need only be filed in the minute book, and need not be recorded in the public records of the County.

7.2 Section 2. FHA/VA Approval. For so long as the Class C Membership exists, any amendment to these Bylaws shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or VA is the insurer of any Mortgage encumbering any Lot within the Property, as such terms as defined within the Declaration.

7.3 Section 3. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall prevail. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall prevail.

8

OFFICIAL RECORDS

From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

- (a) A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property that the Association is obligated to maintain, repair or replace;
- (b) A photocopy of the Bylaws of the Association and all amendments thereto;
- (c) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (d) A photocopy of the Declaration and all amendments thereto;
- (e) A copy of the current rules and regulations of the Association;
- (f) The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years;
- (g) A current roster of all Owners, their mailing addresses and Unit identification;
- (h) All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility;
- (j) Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than 1 year;

(k) Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting records shall include, but not be limited to:

- (i) Accurate, itemized, and detailed records for all receipts and expenditures;
- (ii) A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due;
- (iii) All tax returns, financial statements and financial records of the Association; and
- (iv) Any other records that identify, measure, record or communicate financial information.

9

**BOOKS AND PAPERS: FISCAL YEAR;
MINUTES: BUDGETS: FINANCIAL REPORTS**

9.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, Bylaws and any rules to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents.

9.2 The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.

9.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

9.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

9.5 The Association shall prepare an annual financial report within sixty (60) days following the close of each fiscal year of the Association. The financial report must consist of either, at the determination of the Board, (a) financial statements presented in conformity with generally accepted accounting principles, or (b) a financial report of actual receipts and expenditures, cash basis, showing, the amount of receipts and expenditures by classification and the beginning and

ending cash balances of the Association. The Association shall provide each Member with a copy of the annual financial report or a written notice advising that a COPY of the report is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

The foregoing Bylaws were adopted at the first meeting of the Board of Directors.

1715607_v1

EXHIBIT D

COMMON PROPERTY DESCRIPTION

All tracts and real property within Wolf Creek plat identified as stormwater management system, lake/stormwater management facility, conservation easement or drainage easement (except to the extent such drainage easement is located within a Lot).

1341352_v5

5 MIN. RETURN
PHONE # ~~424-6~~

Book 12027 Page 472

Prepared by and Return to:
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

425-6099

Doc# 2004287745
Book: 12027
Pages: 472 - 474
Filed & Recorded
09/09/2004 12:53:53 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 13.00
TRUST FUND \$ 2.00
REC ADDITIONAL \$ 12.00

**AMENDMENT TO THE
DECLARATION OF COVENANTS
FOR
WOLF CREEK MASTER ASSOCIATION**

THIS AMENDMENT is made this 8th day of Sept, 2004, by PULTE HOME CORPORATION, a Michigan corporation ("Developer").

RECITALS:

A. Developer has subjected certain property to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Wolf Creek Master Association ("Declaration"), recorded in Official Records Book 11906, page 531 of the public records of Duval County, Florida (referred to herein as "Declaration").

B. Pursuant to the provisions of Article XVI, Section 16.7 of the Declaration, the Developer, as Declarant under the Declaration, has the authority, so long as it holds title to any Lot or Unit affected by the Declaration, to amend the Declaration prior to Turnover (as defined in the Articles of Incorporation for the Wolf Creek Master Association).

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. The recitals are incorporated into and made a part of this Amendment.
2. Terms not otherwise defined herein shall have the meaning set forth in the Declaration.
3. The Article entitled "Article 15 Community Development District" in the Declaration is hereby removed and deleted from the Declaration and the terms thereof shall be of no further force or effect.
4. The Article entitled "Article 16 General Provisions" shall be renumbered and become "Article 15 General Provisions."
4. Article VII, Section 7.13 is hereby amended and restated in its entirety to read as follows:

"7.13 Working Capital Contribution.

Each purchaser shall be required to make a one time working capital contribution to the Master Association in the amount determined by the Master Association from time to time, which may be used for additional capital improvements or services which were not included in the original budget categories but may not be used by the Declarant to fund the operating deficit"

5. The reference in Section 8.2 of the Declaration to "Section 16.9" shall be amended and revised to read "Section 15.9."

6. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

[Signatures are on following page]

This Amendment to the Declaration of Covenants has been duly executed on this 8th day of Sept., 2004.

PULTE HOME CORPORATION,
a Michigan corporation

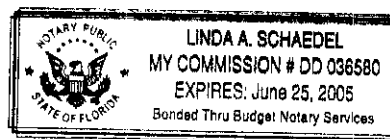
By: [Signature]
Print Name: DAVID A. SMITH
Its: Attorney-in-Fact

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8th day of Sept., 2004, by David A. Smith, as Attorney-in-Fact of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation. He/She is personally known to me or who produced as identification.

[Signature]
Print Name LINDA A. SCHAEDEL
Notary Public State of Florida
My commission expires: JUNE 25, 2005
Commission Number DD-036580

[SEAL]



2214389_v1

5 MIN. RETURN
 PHONE # **353-2000**

Prepared by and return to:
 Melissa S. Turra, Esq.
 Holland & Knight LLP
 50 North Laura Street, Suite 3900
 Jacksonville, Florida 32202

Doc# 2004372684
 Book: 12161
 Pages: 771 - 774
 Filed & Recorded
 11/23/2004 03:01:44 PM
 JIM FULLER
 CLERK CIRCUIT COURT
 DUVAL COUNTY
 RECORDING \$ 17.00
 TRUST FUND \$ 2.50
 REC ADDITIONAL \$ 16.00

**AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS
 FOR
 WOLF CREEK MASTER ASSOCIATION**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOLF CREEK MASTER ASSOCIATION (the "Amendment") is made the 19th day of November, 2004, by PULTE HOME CORPORATION, a Michigan corporation (the "Declarant").

RECITALS:

A. Declarant has subjected certain property to the Declaration of Covenants, Conditions and Restrictions for Wolf Creek Master Association, recorded in Official Records Book 11906, page 531 of the public records of Duval County, Florida (the "Declaration").

B. Pursuant to the provisions of Article 16.7 of the Declaration, the Declarant reserves the right, for so long as Declarant holds title to any Lot or Unit affected by the Declaration, without the consent and joinder of any party to amend the Declaration.

C. The Developer desires to correct scrivener's errors contained in the legal description for the property subject to the terms and conditions of the Declaration, by amending the Declaration as more specifically described herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer declares:

1. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Declaration.

2. The legal description set forth as Exhibit A to the Declaration is amended in its entirety and replaced by the legal description attached as Exhibit A attached hereto and forming a part hereof.

3. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the Developer has caused these presents to be executed on the day and year first above written.

PULTE HOME CORPORATION,
a Michigan corporation

By: [Signature]
Print Name: Christine R Braun
Its: Attorney in Fact

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of NOVEMBER, 2004, by CHRISTINE BRAUN, as the Attorney-in-Fact of Pulte Home Corporation, a Michigan corporation, for and on behalf of said corporation, and who is ☒ personally known to me or ☐ has provided as identification.

[SEAL]

[Signature]
NOTARY PUBLIC, State of Florida
LINDA A. SCHAEDEL
Printed Name
My Commission Expires: JUNE 25, 2005
Commission Number: DD 036580

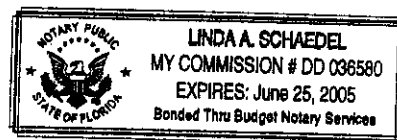


Exhibit A

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF HODGES BOULEVARD, A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED, WITH THE SOUTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD/STATE ROAD NO. 212, A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTH 89°30'08" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1499.89 FEET, TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, THENCE SOUTH 00°29'54" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, 1691.70 FEET; THENCE SOUTH 89°29'48" WEST, 2149.49 FEET TO A POINT LYING ON THE WESTERLY EASEMENT LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION OUTFALL DITCH EASEMENT PER BOUNDARY SURVEY BY PRIVETT & ASSOC. OF FLORIDA, INC., DATED JULY 29, 2002, DRAWING NUMBER B-02-031(A) AND DESCRIBED AND RECORDED IN DEED BOOK 870, PAGE 330 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID WESTERLY EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES: COURSE 1) THENCE NORTH 11°36'17" WEST, 104.58 FEET; COURSE 2) THENCE NORTH 78°22'28" EAST, 15.00 FEET; COURSE 3) THENCE NORTH 11°30'26" WEST, 134.73 FEET; COURSE 4) THENCE NORTH 10°05'27" WEST, 300.99 FEET; COURSE 5) THENCE NORTH 11°17'53" EAST, 257.24 FEET; COURSE 6) THENCE NORTH 05°01'20" WEST, 208.39 FEET; COURSE 7) THENCE NORTH 18°15'52" WEST, 212.71 FEET; COURSE 8) THENCE NORTH 11°00'38" WEST, 151.42 FEET; COURSE 9) THENCE NORTH 07°15'04" WEST, 223.28 FEET; COURSE 10) THENCE NORTH 00°31'12" WEST, 124.62 FEET TO A POINT LYING ON SAID SOUTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD; THENCE NORTH 89°30'07" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 2313.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 86.46 ACRES, MORE OR LESS.

2412541 v1

Prepared by and Return to:
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
WOLF CREEK**

THIS AMENDMENT is made this 10th day of November, 2006, by **PULTE HOME CORPORATION**, a Michigan corporation (“Developer”).

RECITALS:

A. Developer has subjected certain property to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Wolf Creek, recorded in Official Records Book 11906, page 531 of the public records of Duval County, Florida (referred to herein as “Declaration”).

B. Pursuant to the provisions of Section 16.7 of the Declaration, the Developer has the authority, so long as it owns a portion of the Property, to amend the Declaration. As of the date of this Amendment, Developer owns a portion of the Property and therefore has the authority to make this Amendment, which is being done in accordance with the St. Johns River Water Management District requirements.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. The recitals are incorporated into and made a part of this Amendment.
2. "Restricted Land" as defined under Section 14.12 of the Declaration includes all Conservation Areas as shown on the recorded Wolf Creek plat in Plat Book 57, Page 62, 62A through and including 62J.
3. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

[Signatures are on following page]

This Amendment to the Declaration of Covenants has been duly executed on this 10th day of November, 2006.

PULTE HOME CORPORATION,
a Michigan corporation

By: [Signature]
Print Name: Shawn Budd
Its: Attorney-in-Fact

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of November, 2006, by Shawn Budd, as Attorney in Fact of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation. He/She is ✓ personally known to me or who produced as identification.

[Signature]
Print Name LINDA A. SCHAEDEL
Notary Public State of Florida
My commission expires:
Commission Number DD - 43 7799

[SEAL]



4179309_v1

Prepared by and return to:
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Doc# 2004215097
Book: 11906
Pages: 585 - 648
Filed & Recorded
06/30/2004 04:10:28 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 257.00
TRUST FUND \$ 32.50
COPY FEE \$ 64.00
CERTIFY \$ 1.00
REC ADDITIONAL \$ 256.00

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
TOWNHOMES AT WOLF CREEK**

(4)

TABLE OF CONTENTS

I.	DEFINITIONS	1
II.	ASSOCIATION.....	4
III.	OWNER'S RIGHTS AND DUTIES WITH RESPECT TO COMMON PROPERTY	6
IV.	EASEMENTS.....	7
V.	STORMWATER MANAGEMENT SYSTEM	12
VI.	MAINTENANCE, REPAIR AND REPLACEMENT	13
VII.	ASSESSMENTS	17
VIII.	ARCHITECTURAL CONTROL	20
IX.	USE OF PROPERTY AND PARCELS.....	26
X.	INSURANCE	32
XI.	RECONSTRUCTION OR REPAIR AFTER CASUALTY OR CONDEMNATION.....	34
XII.	ASSOCIATION LIABILITY	34
XIII.	PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERE TO	35
XIV.	PARTY WALL EASEMENTS	36
XV.	WOLF CREEK MASTER ASSOCIATION	38
XVI.	COMMUNITY DEVELOPMENT DISTRICT.....	38
XVII.	GENERAL PROVISIONS	39

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
WOLF CREEK**

THIS DECLARATION is made this 30 day of June, 2004, by PULTE HOME CORPORATION, a Michigan corporation, hereinafter referred to as "Developer," who recites and provides:

RECITALS:

A. Developer is the owner of certain land located in Duval County, Florida, which it intends to develop as a planned unit community consisting of townhome residences, which community will be commonly referred to as "Wolf Creek", and which land is more fully described in Exhibit A attached hereto and made a part hereof (the "Property").

B. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Developer desires to subject the Property to the protective covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which are for the benefit of the Property and of each Owner of a portion thereof.

C. To provide for the efficient management of the Property, Developer deems it desirable to create a not-for-profit corporation with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and easements, charges and liens hereinafter set forth, including, without limitation, the maintenance and administration of the Common Property and the collection and disbursement of the Assessments hereinafter created. To accomplish this objective, Developer has created or will create the Wolf Creek Townhome Owners' Association, Inc., a Florida not-for-profit corporation, whose membership shall include all Owners of all or any part of the Property.

D. The Property will be developed with two (2) separate home products as follows: attached townhomes with approximately eighteen foot (18') lots and a single car garage, which portion of the Property will be referred to as "Hollow Run at Wolf Creek" and attached townhomes with approximately fifteen foot (15') lots, which portion of the Property will be referred to as "Timber Run at Wolf Creek".

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

I. DEFINITIONS

A. Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

1. "Additional Property" shall mean any property that may be added to the Property by supplemental declaration in accordance with Article XIII hereof, which Additional Property shall then be included within the term "Property."

2. "Annual Assessment" is defined in Article VII(A).

3. "ARB" means the Architectural Review Board of the Association.
4. "Articles" means the Articles of Incorporation for the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as Exhibit B.
5. "Assessment" means all types of charges to which a Parcel is subject, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments and Parcel Assessments.
6. "Assessment Charge" means all Assessments currently owed by each Owner, together with any late fees, interest, and costs of collection (including reasonable attorney's fees) when delinquent.
7. "Association" means Wolf Creek Townhome Owners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns, which is responsible for the management and operation of the Property.
8. "Association Documents" are defined in Article XII.
9. "Board of Directors" means the Board of Directors of the Association.
10. "Building(s)" means the buildings containing Residence(s) located on the Property.
11. "Bylaws" means the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as Exhibit C.
12. "Common Property" means all of the Property, whether improved or unimproved, together with any Improvements thereon and all personal property, intended for the common use and enjoyment of the Owners and any areas within the Property serving the Property, including without limitation that certain real property designated on the Plat as Common Property or common tracts, which the Association is obligated to maintain, notwithstanding that it may not own the underlying fee simple title to such areas (including, without limitation, the Common Roads). The Common Property to be maintained by the Association may include, but is not limited to, Common Roads, green space, open space, buffer and landscape areas, conservation or preservation areas, walking paths, entranceways and entrance features/walls, signage, limited vehicular access gate, mail kiosks, trash container, lakes, fountains in the lakes, recreational facilities, including the clubhouse, swimming pool, cabana, any community monitoring system, any electronic entry system, cabana restrooms, fitness center and other similar improvements, provided that the foregoing shall not be deemed a representation that any of the foregoing will be provided. The Common Property does not include any portion of the Stormwater Management System, lake/stormwater management facility areas, drainage easement areas, conservation areas or Florida Department of Transportation easement areas. Developer will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Property, but such identification shall not be required in order for a portion of the Property to be deemed Common Property hereunder.
13. "Common Roads" mean the roads depicted on the Plat, including without limitation, Pebble Path Lane, Summerlin Lane, Stone Pond Drive, Windmaker Way and Nightscape Circle which provide ingress or egress to a Parcel or Residence or any portion of the Property. The Common Roads shall be conveyed to the Association and shall be maintained by the Association commencing at such time as they are completed. Unless specifically set forth to the contrary, references to Common Property shall include Common Roads.

14. "County" means Duval County, Florida.
15. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as it may hereafter be amended and supplemented from time to time.
16. "Developer" means Pulte Home Corporation, a Michigan corporation, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Property. Reference in this Declaration to Pulte Home Corporation as the Developer under this Declaration is not intended and shall not be construed to impose upon Pulte Home Corporation, any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Parcels within the Property from Pulte Home Corporation, and develop and resell the same. Developer may also be an Owner, for so long as Developer shall be the record owner of any Parcel.
17. "Emergency Assessment" is defined in Article VII(C).
18. "Improvements" means any Residence and any and all approved horizontal or vertical alterations or improvements installed or constructed on a Parcel, including without limitation approved landscaping.
19. "Initial Improvements" means the initial, original construction of Residences and related Improvements and the initial landscaping upon the Parcels constructed or installed by Developer.
20. "Institutional Mortgagee" means the holder of a mortgage encumbering any portion of the Property, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans. An Institutional Mortgagee may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Mortgagee shall also mean the holder of any mortgage executed by or in favor of Developer, whether or not such holder would otherwise be considered an Institutional Mortgagee.
21. "Management Company" means May Management Services, Inc.
22. "Member" means a person entitled to membership in the Association as provided in this Declaration and the Articles.
23. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Parcel, including the buyer under a contract for deed. Owners shall not include those having such interest merely as security for the payment or repayment of a debt obligation.
24. "Parcel" means (a) any plot of land designated as a "lot" upon the recorded subdivision Plat or (b) any Parcels or parts of Parcels or land included within the Property that consists of combined or recombined Parcels. References to a Parcel shall also include any Improvements, including without limitation a Residence or townhome, constructed thereon, unless specifically noted to the contrary.
25. "Parcel Assessment" is defined in Article VII(D).

26. "Party Wall" is defined in Article XIV.

27. "Permits" means the permits, easements, and other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property including without limitation, the Permits issued by the Florida Department of Environmental Protection, St. Johns River Water Management District, the U.S. Army Corps of Engineers, the U.S. Coast Guard, and the Florida Department of Transportation.

28. "Plat" means the plat of the Property as recorded or to be recorded in the public records of the County, as such Plat may be amended or re-recorded from time to time.

29. "Private Roads" means such portions, if any, of Pebble Path Lane, Summerlin Lane, Stone Pond Drive, Windmaker Way and Nightscape Circle, as depicted on the Plat, as are located within a Parcel (i.e. not to be conveyed to the Association as a Common Road). Unless specifically set forth to the contrary, references to "Common Property" shall include the Private Roads. The rights and obligations relating to the Private Roads are set forth in Article IV(C).

30. "Property" means that certain real property described in **Exhibit A** and such additions thereto as may be added in accordance with the provisions of Article XIII below.

31. "Proposed Improvements" is defined in Article VIII(B)(2).

32. "Residence" means any residential dwelling constructed or to be constructed on or within any Parcel, whether detached or attached, together with any permitted appurtenant Improvements, including without limitation, garages, driveways, detached buildings and patios, which have been approved by the ARB or Developer, as applicable.

33. "SJRWMD" means the St. Johns River Water Management District.

34. "Special Assessment" is defined in Article VII(B).

35. "Stormwater Management System" means a system which is designed and constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

36. "Turnover" is defined in Article II(B)(2).

37. "Wolf Creek Master Association" means Wolf Creek Master Association, Inc., a corporation not for profit, and its successors, which is responsible for the operation and maintenance of the Wolf Creek Master Association Common Property and such other duties as are from time to time designated in the Wolf Creek Master Covenants.

38. "Wolf Creek Master Covenants" means that certain declaration of covenants, conditions, restrictions and easements for Wolf Creek Master Association.

II. ASSOCIATION

A. Members. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to each Parcel. Membership shall be transferred automatically by conveyance of the title to any Parcel, whereupon the membership of the

previous Owner shall automatically terminate. Persons or entities which have an interest in any Parcel merely as security for the performance of an obligation shall not be Members of the Association, and in such case the beneficial Owner shall retain the membership in the Association; provided that for so long as the Developer owns any portion of the Additional Property, if any, the Developer shall also be a member of the Association.

B. Voting Rights. The Association shall have two classes of voting Members:

1. Class A. Class A Members shall be all Owners, with the exception of Developer while the Class B Membership exists. Class A Members shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, all such persons shall be Members; however, the vote for such Parcel shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Parcel. Notwithstanding the foregoing, if title to any Parcel is held by a husband and wife, either spouse may cast the vote for such Parcel unless and until a written voting authorization is filed with the Association. When title to a Parcel is in a corporation, partnership, association, trust, or other entity (with the exception of Developer), such entity shall be subject to the applicable rules and regulations contained in the Articles and Bylaws.

2. Class B. The Class B Member shall be Developer and shall be entitled to three (3) votes per Parcel owned by the Developer until the occurrence of the earlier of the following events ("Turnover"):

- a. Three (3) months after seventy-five percent (75%) of the Parcels in the Property that will ultimately be operated by the Association have been conveyed to Class A Members; or
- b. On or before seven (7) years from the recording of this Declaration; or
- c. Such earlier date as Developer, in its sole discretion, may determine in writing.

After Turnover, the Class A Members may vote to elect the majority of the members of the Board of Directors. After Turnover, the Developer, as a Class A Member, shall have one vote for each Parcel owned by Developer. After Turnover, for so long as the Developer owns at least five percent (5%) of the Parcels within the Property, the Developer may appoint the minority of the Board of Directors or not less than one (1) Director. After Turnover, the Developer will be a Class A Member with respect to Parcels which it owns and shall have all rights and obligations of a Class A Member except that it may not cast its votes for the purpose of reacquiring control of the Association.

C. Powers of Association. The Association shall have all the powers, rights and duties as set forth in this Declaration and the Articles. All the powers, rights and duties of the Association shall be exercised by the Board of Directors, except that the Board of Directors may not act on behalf of the Association to:

1. Amend the Declaration;
2. Terminate the Association or this Declaration;
3. Elect Directors to the Board of Directors, except prior to Turnover;
or
4. Determine the qualifications, powers and duties or terms of office of Directors after Turnover.

D. Amplification. The provisions of this Article are amplified by the Association's Articles and Bylaws, 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 the provisions of this Declaration and the Articles and Bylaws to be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, the Developer intends the provisions of this Declaration to control anything in the Articles and Bylaws to the contrary.

E. Easement of Enjoyment. Subject to the limitations provided elsewhere in this Declaration, every Owner is granted a non-exclusive right and perpetual easement of enjoyment in and to the Common Property, which easement is appurtenant to and shall pass with the title to every Parcel, subject to the following:

1. The right of the Association to mortgage the Common Property for the purpose of improvement or repair of the Common Property, with the approval of the Owners of two-thirds (2/3) of the Parcels owned by Class A Members, and to take such steps as are reasonably necessary to protect the Common Property against foreclosure, also with the approval of the Owners of two-thirds (2/3) of the Parcels owned by the Class A Members.

2. The right of Developer or the Association to grant easements and rights of way as may be appropriate for the proper development and maintenance of the Property, including, without limitation, Developer's right to reserve easements for itself, its successors and assigns for ingress, egress, access, enjoyment, drainage maintenance, and utilities over all Common Property.

3. The right of the Association to sell, convey or transfer the Common Property or any portion thereof to a third party for such purposes as are not addressed in paragraph 2 above and subject to the Permits and such conditions as may be approved by the Owners of two-thirds (2/3) vote of the Parcels owned by the Class A Members.

4. All provisions of this Declaration, the Plat, and the Articles and Bylaws of the Association.

5. The rules and regulations governing the use and enjoyment of the Common Property adopted by the Association.

6. The right of the Developer and the Association to authorize other persons to enter upon and use the Common Property for uses not inconsistent with the Owners' rights herein.

7. All easements depicted on the Plat and all easements and restrictions of record, including easements created by this Declaration, affecting any part of the Common Property.

III. OWNER'S RIGHTS AND DUTIES WITH RESPECT TO COMMON PROPERTY

A. Delegation of Use. Each Owner may delegate, subject to the Articles, Bylaws, and the Declaration, his right of enjoyment of the Common Property and facilities to the members of his family, his tenants, his guests, invitees, licensees, domestic servants, or contract purchasers who occupy the Parcel.

B. Damage or Destruction. In the event any Common Property, facilities, or personal property of the Association or Developer are damaged or destroyed by an Owner or any of his guests, tenants, invitees, agents, employees, or family members as a result of negligence, misuse, error, act or failure to act, the Association shall repair the Common Property facilities and/or personal property in a good and workmanlike manner, in accordance with the original plans and specifications for the Common

Property, or as the Common Property may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner and shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement. Nothing contained herein shall impose absolute liability for damages to the Common Property on the Owners, and in the event a Parcel Assessment is levied against any Owner, such Owner may make a written request for reconsideration to the Board of Directors within ten (10) days after receipt of the Parcel Assessment notice.

IV. EASEMENTS

A. Common Property Easements. The Association is granted a perpetual, non-exclusive easement for ingress and egress, at all times, over and across the Common Property and over and across any portion of a Parcel that includes a portion of the Common Property, for the Association to fulfill its obligations as set forth in Article VI of this Declaration.

1. It is the intention of the Developer to convey all Common Property to the Association (except for those portions of the Stormwater Management System and lakes as are located within the boundary of a Parcel); provided however, the Developer shall retain title to the Common Property until such time as it has completed any Improvements to the Common Property or until the first issuance of insurance by FHA/VA on a Parcel, whichever shall first occur. Unless Developer sooner conveys such Common Property or any portion thereof to the Association by recorded instrument, all remaining Common Property not deeded to the Association shall be deemed conveyed to the Association (except those portions of the Stormwater Management System and lakes as are located within the boundary of a Parcel), without further act or deed by Developer at such time as Developer has completed all Improvements to the Common Property or until the first issuance of insurance by FHA/VA on a Parcel, whichever shall first occur.

2. The Association shall accept conveyance of the Common Property (except those portions of the Stormwater Management System and lakes as are located within the boundary of a Parcel) and the Common Roads as provided in this Declaration. The Common Property shall be conveyed subject to easements shown on the Plat, easements and restrictions of record, all Permits affecting the Common Property and shall be free and clear of all liens and encumbrances, except taxes and matters of record prior to the conveyance. Notwithstanding the foregoing, no part of the Common Property may be conveyed to any party other than the Association, dedicated to the public (other than the roads and drainage easements as shown on the Plat), mortgaged, or otherwise encumbered without the written consent or vote of two thirds (2/3) of the Class A Members (voting at a duly noticed meeting at which a quorum is present in person or by proxy) and, until Turnover, the prior written consent of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Parcel.

3. Developer may reserve, to itself and for the benefit of adjacent land owners, certain rights to use the Common Property and/or Common Roads and Developer may terminate the designation of land as Common Property without the consent or joinder of any Owner or Institutional Mortgagee. Upon the conveyance of the Common Property to the Association, such Common Property shall be held for the benefit of the Association and its members.

B. Common Road Easements. The Association is granted a perpetual, non-exclusive easement for ingress and egress, at all times, over and across the Common Roads, for the Association to fulfill its obligations as set forth in Article VI of this Declaration.

1. It is specifically acknowledged that the Common Roads will be conveyed by Developer to the Association free and clear of all liens, except taxes and matters of record prior to the conveyance and except for Developer's reserved easement for ingress, egress and Developer's

reserved right, but not obligation, to install all utilities, including without limitation cable television, street lighting and signage in the road right of way.

2. The Developer, the Association and each Owner of a Parcel, his successors and assigns, domestic help, guests, invitees, delivery, pick up and fire protection services, police and other authorities of law, United States mail carriers, representatives of utilities serving the Property, Institutional Mortgagees and such other persons as Developer and/or the Association shall designate are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads.

3. Developer and the Association shall have an unrestricted and absolute right, but not obligation, to deny ingress to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, Developer or Association shall not deny an Owner, Institutional Mortgagee, or invitee the right of ingress or egress or any right to obtain utility services to any portion of the Property owned by such Owner or Institutional Mortgagee. Developer and the Association shall have (a) the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads; (b) the right, but not the obligation, from time to time to control and regulate all types of traffic on the Common Roads, including the installation of gate houses and gate systems, if Developer or the Association so elects. Developer and the Association shall have the right, but not the obligation, to control speeding and impose speeding fines to be collected by the Association in the manner provided for as Assessments and to prohibit the use of the Common Roads by traffic or vehicles (including, without limitation, motorcycles, go-carts and three-wheeled vehicles), which, in the opinion of Developer or the Association, would or might result in damage to the Common Roads or create a nuisance for the Owners; the right, but not the obligation, to control and prohibit parking on all or any part of the Common Roads; and the right, but not the obligation, to remove or require the removal of any fence, walls, hedge, shrub, bush, tree or other thing, natural or artificial, which is placed or located on the Property if the location of the same will, in the opinion of Developer or the Association, obstruct the vision of a motorist.

4. Developer reserves the sole and absolute right at any time to dedicate any portion of the Common Road for public use and to redesignate, relocate or close any part of the Common Roads without the consent or joinder of any Owner or Institutional Mortgagee so long as no Owner or Institutional Mortgagee is denied reasonable access from his Parcel to a public road right of way by such designation, relocation or closure. In that event, the foregoing easement over the Common Road shall be automatically terminated, and if necessary the Association shall reconvey the Common Road at the request of Developer.

C. Private Roads Easements. The Association is granted a perpetual, non-exclusive easement for ingress and egress, at all times, over and across the Private Roads and over and across any portion of a Parcel that includes a portion of the Private Roads, for the Association to fulfill its obligations as set forth in Article VI of this Declaration; provided however, that if the Association is ever dissolved, then all maintenance, repair and replacement obligations of the Private Roads shall be the responsibility and financial obligation of the Owner owning each applicable portion of the Private Roads.

1. Each Owner of any portion of the Private Roads acknowledges and agrees that the Developer, the Association, each Owner of a Parcel, his successors and assigns, domestic help, guests, invitees, delivery, pick up and fire protection services, police and other authorities of law, United States mail carriers, representatives of utilities serving the Property, Institutional Mortgagees and such other persons as Developer and/or the Association shall designate are hereby granted a perpetual non-exclusive easement for ingress and egress over the Private Roads.

2. Each Owner of any portion of the Private Roads acknowledges and agrees that Developer and the Association shall have an unrestricted and absolute right, but not obligation, to deny ingress to any person who, in the opinion of Developer and the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, Developer and Association shall not deny an Owner, Institutional Mortgagee, or invitee the right of ingress or egress or any right to obtain utility services to any portion of the Property owned by such Owner or Institutional Mortgagee. Each Owner of any portion of the Private Roads acknowledges and agrees that Developer and the Association shall have (a) the right to adopt reasonable rules and regulations pertaining to the use of the Private Roads; (b) the right, but not the obligation, from time to time to control and regulate all types of traffic on the Private Roads, including the installation of gate houses and gate systems, if Developer and the Association so elects. Each Owner of any portion of the Private Roads acknowledges and agrees that Developer and the Association shall have the right, but not the obligation, to control speeding and impose speeding fines to be collected by the Association in the manner provided for as Assessments and to prohibit the use of the Private Roads by traffic or vehicles (including, without limitation, motorcycles, go-carts and three-wheeled vehicles), which, in the reasonable opinion of Developer and the Association, would or might result in damage to the Private Roads or create a nuisance for the Owners and the right, but not the obligation, to control and prohibit parking on all or any part of the Private Roads.

D. Utility Easements.

1. Blanket Easement. Developer reserves for itself, its successors and assigns, and grants to the Master Association and its designees, a nonexclusive, perpetual, alienable blanket easement and right for the benefit of the Property upon, across, over, through, and under the Property, for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, television cable or communication lines and systems now in existence or which are developed in the future, and police powers and services supplied by the local, state and federal governments. In addition to the rights of the Developer, the Association shall have the right to grant permits, licenses and easements over the Common Property for the installation, moving, and terminating of easements for utilities, roads and other purposes necessary or convenient for the operation of the Property. This easement shall in no way affect any other recorded easements on the Property. Upon construction of a Residence on a Parcel, the blanket easement reserved herein shall be vacated with respect to any portion of the Parcel on which the Residence is located; provided however that following construction of a Residence on a Parcel, there shall continue in effect through the walls and roof of the Buildings and Residences located on a Parcel, any reasonably necessary utility and ingress and egress easements to provide electric, water and other utilities to each Residence. The utility and ingress and egress easements through the Parcel and walls and roof of a Residence shall also inure to the benefit of each Owner of a Residence in a particular Building to access the meterbox, electrical, water and utility connections running through the particular Building.

2. Fiber Optics, Cable and Telecommunications Easements. Developer reserves for itself, its successors and assigns, and grants to the Master Association and its designees, a perpetual, exclusive, alienable easement and right for the installation, maintenance, and supply of fiber optic cables, radio and television cables and any such similar equipment now in existence or developed in the future over, under and across the rights of way and easement areas on the Plat and over, under and across the unimproved portions of the Parcels and through the walls and roof of the Building and Residences located on each Parcel. If the Developer or the Association elects to enter into a bulk rate contract for fiber optic service, cable television or any other telecommunications service, such service shall be supplied to each Parcel and each Owner shall be required to pay all costs in connection therewith.

3. Water and Sewer Service. Pursuant to the requirements of the utility company providing water and sewer service to the Property, all Owners must connect to the central water and sewer service provided by the franchisee for the Property.

E. Encroachments. In the event that any Residence or Improvement thereon erected by the Developer or the Association (including any Party Wall or fence) shall encroach upon any of the Common Property or upon any other Residence or Parcel for any reason other than the intentional or negligent act of the Owner, or in the event any Common Property shall encroach upon any Residence, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

E. Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across any sidewalks, paths, walks, and other portions of the Common Property, as may be from time to time, intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Property as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Owners, and those claiming by, through or under the Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Property, except in a manner consistent with Article IX(H) of this Declaration.

F. Permits. **THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER SAJ-2003-6609 (NW-JJS) ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-031-91729-1 ISSUED BY THE SJRWMD. ANY OWNER OWNING A PARCEL WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE PARCEL, BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH RELATES TO ITS PARCEL AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.**

G. Developer's Rights. Developer, its successors and assigns, shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat, (ii) to plat or replat all or any part of the Property owned by Developer, and (iii) to widen or extend any right of way shown on the Plat or convert a Parcel to use as a right of way, provided that Developer owns the lands affected by such change. Owners of Parcels 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 unless installed by such Owner and specifically conveyed to such Owner. The Owners of Parcels subject to any easements shall not construct any Improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any approved Improvements or landscaping on such easement areas shall remove the Improvements or landscape items upon written request of Developer, the Association, or the grantee of the easement.

H. Easements and Reservations for Developer and Association for Ingress, Egress and Utilities. There is reserved in the Developer and the Association, their successors and assigns, the

right to create utility easements and to install utilities and to use same over and across the Property for the benefit of the Developer and the Association, their successors and assigns and any designated provider of such utility services. Such right to create and install and use utilities shall not encumber or encroach upon any Residence or impair the exclusive use and ownership of any Residence. Such use of the lands for utilities shall be established as five feet (5') on either side of the actual installed Improvement. There is reserved in the Developer and the Association the right of ingress and egress over all of the Property, except within the Residences.

I. Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising of the Wolf Creek Community. It is contemplated that the Developer will construct and market all of the Residences within the Property. Developer reserves, for Developer, its successors and assigns, and grants to the Master Association and its designees, the right to use all unsold Residences (including Residences designated as a sales office and/or model Residence) and all recreational facilities for the marketing, sale, and advertising of all Residences constructed. For so long as the Developer owns an interest in any portion of the Property with the intention to sell Residences and for a period running one (1) year from such date, the Owners, the Association and the Association's management company are prohibited from restricting access to the Property, including without limitation the Common Property and Common Roads, by agents or sales prospects, including without limitation, any decision to not use the limited vehicular access gate until all Residences or Parcels have been conveyed to Owners. This reservation is made notwithstanding the use restrictions set forth in Article VIII(B)(9)(a) of this Declaration, and such reservation is intended with respect to the Developer, its successors and assigns, to be superior to such use restriction in Article VIII(B)(9)(a). Such reservation shall continue for so long as the Developer, its successors and assigns, shall own an interest in the Property with the intention to sell Residences to the public. Notwithstanding anything to the contrary in this Declaration, Developer may maintain a model and sales center on the Property for a period of one (1) year following the date of sale of the last Parcel owned by the Developer, which model and sales center may be used for the purpose of marketing other properties owned or developed by Developer.

J. Re-Use Water. At such time as re-use water is available to the Property, Developer or Association may be required to use such re-use water for irrigation. All Owners hereby understand and agree that they will comply with all applicable governmental requirements and hereby indemnify and agree to hold Developer harmless therefrom and from any and all claims, loss, damage or liability arising from or in connection with the installation, distribution and use of such re-use water.

K. Blanket Easement over Parcels for Landscaping, Maintenance, Repair and Replacement by the Association. The Association is granted a perpetual, non-exclusive easement for ingress and egress, at all times, over and across each Parcel, for the Association to fulfill its obligations as set forth in Article VI of this Declaration; provided however, that if the Association is ever dissolved, then all landscaping, maintenance, repair and replacement obligations relating to the Parcels and the Residences located thereon shall be the responsibility and financial obligation of the Owner owning each Parcel and Residence.

L. Drainage Easement. Portions of the property subject to this Declaration are subject to an easement in favor of Florida Department of Transportation ("FDOT") as set forth in the easement recorded at Official Records Book 970, page 350 of the public records of Duval County, Florida. An amendment to this easement, entitled Outfall Drainage Easement, dated March 12, 2004 and recorded at Official Records Book 11697, page 2452 of the public records of Duval County, Florida contemplates that a portion of the easement will be abandoned by FDOT and relocated to certain land immediately adjacent to but outside of the boundaries of the property subject to this Declaration. The easements are for purposes of constructing and maintaining a drainage and detention pond and related improvements, including the installation of an underground storm water pipe and for the drainage of stormwater into the drainage and detention pond.

M. Plat Easements and Recorded Easements. All easements depicted on the Plat and all easements and restrictions of record, including easements created by this Declaration, affecting any Parcel.

N. Easements benefiting Wolf Creek Master Association. All easements benefiting Wolf Creek Master Association as set forth in Articles V and XV of the Declaration.

V. STORMWATER MANAGEMENT SYSTEM

A. Blanket Easement. The plan for the development of Wolf Creek includes the construction of a Stormwater Management System, in accordance with all applicable permits issued by the SJRWMD, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the Property. Developer hereby reserves for itself, its successors and assigns, and grants to the Association, the Master Association and their designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property and any adjacent land and for access to operate, maintain and repair the Stormwater Management System.

B. Maintenance. The Master Association shall operate, maintain, and repair the Stormwater Management System as set forth in the Wolf Creek Master Covenants.

C. **LIABILITY.** NEITHER DEVELOPER, THE ASSOCIATION NOR THE WOLF CREEK MASTER ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH. NEITHER DEVELOPER, THE ASSOCIATION, THE WOLF CREEK MASTER ASSOCIATION NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. FURTHER, THE LISTED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR ELIMINATING ALGAE IN THE STORMWATER MANAGEMENT SYSTEM (EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY THE PERMITS, THE SJRWMD OR AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY) OR FOR CONTROLLING FROGS, INSECTS, GNATS, MOSQUITOES, TOADS, REPTILES OR OTHER PESTS.

D. Conservation Easement. Each Owner acknowledges and agrees that portions of the Property are subject to the terms and conditions of a Conservation Easement in favor of SJRWMD. Additionally, from time to time the Developer may be required to record a conservation easement over a portion of the Property, as determined by the SJRWMD, Department of Environmental

Protection and/or the Army Corps of Engineers. Such land would be subject to a conservation easement as a mitigation area and would be subject to the jurisdiction of such agencies and such land is referred to as "Restricted Land". The use of such Restricted Land is hereby restricted as follows:

1. There shall be no construction or placing of buildings, roads, signs, billboards or other advertising, utilities or structures above the ground in the Restricted Land.
2. No soil or other substance or material used as land fill, and no trash, waste, unsightly or offensive materials may be dumped or placed on the Restricted Land.
3. No trees, shrubs or other vegetation on the Restricted Land may be removed or destroyed.
4. There shall be no excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Restricted Land.
5. There shall be no surface use of the Restricted Land except for purposes that permit the land or water to remain predominantly in their natural condition.
6. There shall be no activities within the Restricted Land which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish or wildlife habitat preservation.
7. There shall be no use made of the Restricted Land and no act shall be undertaken which is detrimental to the retention of land or water areas or which are detrimental to the preservation of structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.
8. Upon the recording of a conservation easement, the foregoing restrictions shall be deemed covenants running with the Restricted Land, will be binding upon the Owner(s) of the Restricted Land, their successors and assigns, and shall inure to the benefit of the SJRWMD.
9. Notwithstanding any other provisions hereof, the terms of this Article V(D) shall not be amended or modified without the written consent of the SJRWMD. Further, this Article V(D) may be enforced by the SJRWMD, its successors and assigns.

VI. MAINTENANCE, REPAIR AND REPLACEMENT

A. **Common Property.** It shall be the duty of the Association to manage and maintain the Common Property in a clean, attractive, sanitary and serviceable condition, and in good order and repair, subject to all governmental regulations, for the benefit of all Owners. Such maintenance shall include without limitation the obligation to maintain the Common Roads (including the rights of way, medians, any landscaped islands, irrigation and signage), parking areas, the clubhouse, the swimming pool and cabana, all landscaping on any open areas or green space within the Common Property (provided, however, that neither Developer nor the Association shall be deemed a guarantor of such landscaping), the limited access gate (including all necessary equipment, scanners and utilities), any sidewalks serving the Property, all fences and monuments serving the community as a whole, the Stormwater Management System and all obligations under the Permits issued with respect to the Common Property. The Association's duties shall commence upon the completion of any Improvements upon the Property, irrespective of which entity holds title thereto, and shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all Improvements, equipment, and tangible personal property installed by Developer as a part of the Common Property. Without

limiting the generality of the foregoing, the Association shall assume all of the Developer's responsibilities to the County and the State and their respective governmental and quasi-governmental subdivisions and similar entities with respect to the Common Property and shall indemnify and hold Developer harmless. In accordance with Articles III(B) and XI(A), if any Common Property, facilities, or personal property of the Association or Developer are damaged or destroyed as a result of the negligence, misuse, error, act or the failure to act by an Owner or any of his guests, tenants, invitees, agents, employees, or family members, the Association shall repair the Common Property facilities and/or personal property in a good and workmanlike manner, in accordance with the original plans and specifications for the Common Property, or as the Common Property may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner and shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement.

B. Landscaping of Parcels. The Association shall be responsible for the landscaping on the Parcels as set forth in this paragraph; provided, however, that neither Developer nor the Association shall be deemed a guarantor of such landscaping. Landscaping of the Parcels shall only include cutting and edging the grass and applying fertilizers and pesticides in the front and back yard of the Parcel and maintaining and trimming (but not replacing) any trees located on the Parcel and maintaining and hedging any shrubs located on the Parcel and maintaining and operating the irrigation system. The landscaping costs shall be passed on to the Owners as a part of the Annual Assessments. No Owner may install any landscaping in the areas maintained by the Association without the prior written consent of the Association. Notwithstanding the foregoing, it shall be each Owner's responsibility and obligation to keep all parts of his or her Parcel free and clear of trash and debris. Further, in accordance with Article III(B), if any Association-maintained landscaped areas within the Parcels are damaged or destroyed as a result of the negligence, misuse, error, act or the failure to act by an Owner or any of his guests, tenants, invitees, agents, employees, or family members, the Association may, in its sole and absolute discretion, either (i) repair the landscaped areas, with the cost of such repairs being the responsibility of that Owner as a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement or (ii) provide written notice to the Owner to repair the landscaped area, in which case the Owner shall immediately and at such Owner's sole cost and expense, perform exactly such repairs to the landscaped area as are required by the Association.

C. Buildings and Residences.

1. Association Obligations. The Association is responsible for the following matters relating to the Initial Improvements located on the Parcels and relating to Improvements made to the Buildings and the Residences by the Developer or the Association:

a. The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, maintain and repair and replace the exterior of the Buildings (except as set forth in Article VI(C)(2)(c) and (e)), including painting the exterior, paintable walls of each Building, repairing and replacing all portions of the siding of each Building, maintaining, repairing and replacing the roof of each Building and periodically cleaning the exterior portions of the Building. The Association shall undertake this responsibility to assure uniformity in exterior appearance of the Buildings. The cost of such maintenance, cleaning, painting, repairs and replacements shall be a Parcel Assessment, which assessment shall be assessed equally between all of the Owners of the Building being repaired.

b. The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, repair and replace fences and sidewalks (but not walkways, driveways or patios) located

on or within a Parcel. The Association shall undertake this responsibility to assure uniformity in exterior appearance of the Buildings. The cost of such repairs and replacements shall be a Parcel Assessment, which assessment shall be assessed equally between all of the Owners of the Building being repaired.

c. The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, maintain, repair and replace all secondary wiring to the Building(s) from the transformer and also maintain meter boxes to the point of attachment to a Building. The cost of such maintenance, repairs and replacements shall be a Parcel Assessment, which assessment shall be assessed equally between all of the Owners of a particular Building.

d. The Association shall also be responsible for repairing all incidental damage caused to a Residence by reason of the repairs and replacements accomplished pursuant to the provisions of Articles VI(C)(1)(a) through (c) above. The cost of such repairs and replacements shall be a Parcel Assessment, which assessment shall be assessed equally between all of the Owners of the Building being repaired.

e. The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, clean leaves and other debris from the gutters and roofs of the Buildings.

f. Notwithstanding the terms and conditions of Articles VI(C)(1)(a) through (d) above, if any Parcel, Building or Residence is damaged or destroyed as a result of the negligence, misuse, error, act or the failure to act by an Owner or any of his guests, tenants, invitees, agents, employees, or family members, the Association may, in its sole and absolute discretion, either (i) repair the Parcel, Building or Residence, with the cost of such repairs being the sole responsibility of that Owner as a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement or (ii) provide written notice to the Owner to repair the affected Parcel, Building or Residence, in which case the Owner shall immediately and at such Owner's sole cost and expense, perform exactly such repairs to the Parcel, Building or Residence as are required by the Association.

2. Owner's Obligations. Each Owner is responsible for the following matters relating to his or her Residence and Parcel:

a. Each Owner shall maintain, repair and replace, at its sole cost and expense, all interior portions of its Residence contributing to the support of the Building, which portions shall include but not be limited to load-bearing columns and load-bearing walls. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

b. In accordance with the terms and conditions of Article VI(C)(1)(a), the Association is responsible for painting the Buildings, as deemed reasonably appropriate and necessary by the Board of Directors. If any Owner desires to paint all or a portion of the exterior of its Residence, then the Owner shall be subject to the terms and conditions of Article VIII, including without limitation Article VIII(B)(9)(r).

c. Each Owner shall maintain (including periodic cleaning), repair and replace at its sole cost and expense, all windows, screens, doors (including sliding glass doors) and garage doors located on or attached to its Residence and to maintain repair and replace concrete walkways, driveways, patios and fences located on any portion of its Parcel.

d. Each Owner shall maintain, repair and replace at its sole cost and expense, all interior portions of the Residence (including without limitation carpeting, electrical fixtures and appliances in the Residences, non-supporting walls and partitions, all contents of the Residences and built-in cabinets in the Residences), together with water heaters, air handlers, air compressors and the air conditioning and heating unit which services the Residence. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

e. If an Owner purchases a Residence with a screen enclosed patio or is thereafter permitted by the ARB to enclose the patio, then the Owner shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the screen enclosed patio and all components of the patio (excluding the roof).

f. Each Owner shall maintain, repair and replace at its sole cost and expense, all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to the Residence and/or the security alarm system and fire alarm serving the Residence, whether such conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, security alarm system and fire alarm are located within the Residence or within the Building where the Residence is located. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

g. Each Owner shall replace, at its sole cost and expense, light bulbs located on the front entrance and back entrance of the Residence and door bell light bulbs as they burn out, using a type and model of light bulb substantially similar to the light bulbs initially installed by the Developer or otherwise approved in advance by the ARB.

h. In addition to other specified maintenance required herein, each Owner shall keep all parts of his Parcel, including the Residence, clean and free of debris, at such Owner's sole cost and expense and shall be responsible, at such Owner's sole cost and expense, for any desired pest and/or nuisance control in and around the Residence.

i. All Owner maintenance, repair and replacement obligations shall (i) be done without disturbing the rights of any other Owners; (ii) be performed by each Owner at regular intervals as shall be necessary to keep the Parcel and the Residence in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that can not be avoided by normal maintenance; and (iii) shall be of a design, quality specification and decor consistent with the Improvements located on the Property.

j. Each Owner shall promptly report to the Association any defect or need for repairs or replacements for which the Association is responsible.

k. Each Owner shall promptly perform any maintenance or repair requested by the Association. If an Owner fails to maintain his Parcel and his Residence as required herein or to perform any other maintenance required hereunder, the Association, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Parcel to correct, repair, restore, paint, maintain, and landscape any part of such Parcel or Residence. Such entry shall not be a trespass. The cost of such repairs or maintenance shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore.

VII. ASSESSMENTS

A. Annual Assessments. For each Parcel within the Property, Developer covenants, and Owner, by acceptance of a deed or other conveyance, agrees to pay annual assessments ("Annual Assessments") levied by the Association for the improvement, maintenance, repair and replacement and operation of the Common Property, the Buildings, the Parcels and the Residences, including, without limitation, the maintenance, operation, repair and replacement of the Stormwater Management System (including, but not limited to, work within retention areas, drainage structures, and drainage easements) and the Buildings, Parcels and Residences, any rental or lease cost for street lighting, the management and administration of the Association, and the furnishing of services, maintenance, repair and replacements as set forth in this Declaration. Subject to provisions of Article VII(F), the Annual Assessment for a Parcel not containing a Residence shall only be one-half (1/2) of the amount of the Annual Assessment for a Parcel containing a Residence. As further hereinafter described, the Board of Directors, by majority vote, shall set the Annual Assessments at a level sufficient to meet the Association's obligations, including contingencies and reserves as the Board of Directors may from time to time deem reasonable and necessary. The Board of Directors shall set the date or dates such Annual Assessments shall become due and may provide for collection of Assessments to be payable annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of such Annual Assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full.

B. Special Assessments. In addition to the Annual Assessments the Association may levy, by majority vote of the Board of Directors; (a) Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, the Buildings, the Parcels and the Residences, including fixtures and personal property related thereto; and (b) Special Assessments for unforeseen costs or expenses not included in the budget; provided any Special Assessment shall have the consent of the Owners holding two-thirds (2/3) of the votes in the Association, other than the Developer, voting in person or by proxy at a regular meeting or a special meeting called for that purpose at which a quorum of the Class A Members is present.

C. Emergency Assessments. The Association may also levy an emergency assessment ("Emergency Assessment") at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect the Common Property, the Buildings, the Parcels, the Residences or Members of the Association, including, after depletion of any applicable reserves, any unexpected expenditures not provided for by the Budget or unanticipated increases in the amounts budgeted. Any Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

D. Parcel Assessments. The Association may, from time to time, levy a parcel assessment ("Parcel Assessment") against a particular Parcel and the Owner thereof by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any repair, maintenance or restoration as provided herein; for the construction, reconstruction, repair, or replacement of a capital improvement upon or serving the specific Parcel, including any additional special services to such Parcel, the cost of which is not included in the Annual Assessment; or to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration or any damage to the Common Property. Any fines assessed under Article XVII(D) shall be deemed to be a Parcel Assessment.

E. Commencement of and Nonpayment of Annual Assessments.

1. Date of Commencement. Except as set forth in Section VII(F), the Annual Assessments provided for herein shall commence with respect to each Parcel on the date of conveyance

of the Parcel to an Owner who intends to dwell in the Residence, other than Developer or a Developer-appointed builder constructing the Initial Improvements. During the initial year of ownership, the Owner subject to Assessments shall be responsible for the pro rata share of the Annual Assessment or special assessment ("Special Assessment") charged to each Parcel, prorated to the day of closing on a per diem basis.

2. Non-Payment of Assessments: Remedies of the Association.

a. Non-Payment. If any Assessments (or installments thereof) are not paid on the date(s) when due, then the Assessments shall become delinquent and fully due and payable and the personal obligation of the Owner.

b. Creation of Lien. The Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge and continuing lien on the Parcel subject to the Declaration. The lien provided for in this Article shall be perfected by filing a Claim of Lien in the public records of the County in favor of the Association.

c. Owner's Acceptance. The Assessment Charge is also the personal obligation of the person or entity which was the Owner of such Parcel at the time when the Assessment was levied, and of each subsequent Owner thereof. Each Owner of a Parcel, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessments established or described in this Article. Each Owner, by his acceptance of title to a Parcel, expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessment Charge as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of his Parcel.

d. Late Fees, Interest. Any Assessments not paid within ten (10) days after the due date shall be subject to a late fee as determined from time to time by the Board of Directors, and may, upon resolution of the Board of Directors, bear interest at a percentage rate determined by such Directors.

e. Remedies. The Association may bring an action at law against the Owner or Owners personally obligated to pay an Assessment Charge, or may foreclose the lien against the Parcel upon which the Assessment Charge is made in the manner set forth in the statute for the foreclosure of Mortgages. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same. In addition, the Board of Directors, by majority vote, shall have the right to assess fines against Owners.

3. Subordination of the Lien to Mortgages. The lien of the Assessment Charge shall be inferior and subordinate to the lien of any Institutional Mortgagee, but only to the extent of the Mortgage balance outstanding as of the date the notice of an Assessment Charge was first recorded against the Parcel, plus interest and reasonable costs of collection accruing thereafter. The sale or transfer of any Parcel shall not affect the Assessment Charge; however, the sale or transfer of any Parcel pursuant to foreclosure of a Mortgage or deed in lieu thereof shall extinguish the lien of an Assessment Charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Parcel from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner responsible for such payments from such Owner's personal liability as provided herein. Mortgagees shall in no event be responsible or liable for the collection of any

Assessments. The failure to pay any Assessments shall in no event be deemed to constitute a default under any Mortgage by reason of anything contained in this Declaration, unless otherwise expressly provided in the Mortgage.

4. Budget.

a. Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year.

b. Initial Budget. Developer shall establish the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than Developer or a builder.

c. Preparation and Approval of Annual Budget. Commencing December 1st of the year in which a Parcel is first conveyed to an Owner other than Developer, and on or before December 1 of each year thereafter, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Association and to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Annual Assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Owner's Annual Assessment as provided above. The Assessments shall be determined by dividing the amount of the budget by the number of Parcels subject to the Declaration.

d. Reserves. The Association shall maintain such reserves as it deems reasonable or necessary for (i) working capital, (ii) contingencies, (iii) replacements, and (iv) the performance of such other coordinating or discretionary functions not contrary to the terms of this Declaration which the Board of Directors may from time to time approve, which may be collected as part of the Annual Assessment as provided above. The Developer's obligation to fund the deficit shall not include any obligation to fund any reserve component of the budget. The amount and manner of collection of reserves shall be as determined by the Board of Directors, in its sole discretion. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a vote or written consent of the Members owning a majority of the Parcels. If the reserves are inadequate for any reason, including nonpayment of any Owner's Assessment, the Board of Directors may, at any time, levy a Special Assessment or Emergency Assessment by establishing a budget for such Assessment and then after approved by the Board of Directors levying this Assessments, which may be payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors so determines, any excess reserves may be taken into account in establishing the next year's budget and may be applied to defray general expenses incurred thereunder.

e. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt an annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Assessments, as herein provided, whenever the same shall be determined. In the absence of any annual Association budget or adjusted budget, each Owner shall continue to pay the Assessments at

the then existing rate established for the previous fiscal period, in the manner such payment was previously due, until notified otherwise.

f. Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to Assessments against the Owners may be commingled in a single fund.

F. Exempt Property. The following properties subject to this Declaration shall be exempted from the Assessments, Assessment Charges, and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; (b) all Common Property (except that portion of the Common Property located within a Parcel); and (c) all Parcels or Property owned by Developer (including, without limitation, any Parcel used or leased by Developer for a model home, construction facility, or other use) shall be exempt from payment of Assessments for so long as Developer funds any deficit in the annual budget, which deficit shall be the difference between the actual expenses incurred by the Association and the budgeted amounts due from the Owners of Parcels other than Developer (excluding any obligation to fund reserves). Developer shall fund such expenses only as they are actually incurred by the Association during the period that Developer is funding the deficit. Developer's obligation to fund any deficits shall terminate at Turnover. Developer may, but is not obligated to, assign this exemption right to any entity it may determine, including without limitation any builder owning Parcels solely for the purpose of constructing Residences intended to be sold to ultimate purchasers. Any such assignment of Developer's exemption shall have no effect on Developer's exemption hereunder. Notwithstanding the foregoing, after Turnover, Developer shall pay one half (1/2) of the Assessments attributable to such Parcels or Property, from and after the date that the landscaping is installed on such Parcel or Property owned by Developer (including, without limitation, any Parcel used or leased by Developer for a model home, construction facility, or other use).

G. Real Estate Taxes. In the event the Common Property is taxed separately from the Parcels, the Association shall include such taxes as part of the Annual Assessment. In the event the Common Property is taxed as a component of the value of the Parcel owned by each Owner, it shall be the obligation of such Owner to promptly pay such taxes prior to their becoming a lien on the Property.

H. Certificate of Payment. The Treasurer of the Association, or the management company authorized by the Board of Directors, upon demand of any Owner liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Association or management company, as applicable.

VIII. ARCHITECTURAL CONTROL

A. Purpose. Except for the Initial Improvements, the Association, through the ARB, shall have the right to exercise architectural control over all Improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such Improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria; provided however, that any ARB approval shall not be deemed a statement, representation or indication that such Improvement complies with any applicable law, regulation or ordinance. For so long as Developer owns any Parcel, Developer shall have the sole right to appoint the members of the ARB. Thereafter, the members of the ARB shall be appointed by the Board of Directors as designated in the Bylaws. If the Board of Directors fails to so appoint the ARB, then the Board of Directors shall

constitute the ARB. The purpose of this review procedure is solely to promote the aesthetic development of the Property to assure that the Architectural Guidelines, as established from time to time, are complied with. This review is not intended to be a condition to the issuance of a building permit by the County and the review undertaken by the Developer or the ARB is not to be construed as any quasi governmental action. The Developer shall have the sole right to approve the Initial Improvements on the Property and the rights granted to the ARB hereunder shall only be in effect after the Residence has been completed.

B. Construction Subject to Architectural Control.

1. ARB Approval. Except for the Initial Improvements, no construction, modification or alteration of any Improvement, any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Residence or any Improvement, shall be undertaken on any Parcel unless and until a plan of such construction, modification or alteration shall have been approved in writing by the ARB.

2. Improvements Subject to Approval. Construction, modifications and alterations subject to approval by the ARB or Developer, as applicable, specifically include, but are not limited to, painting or other alteration of the exterior appearance of a Residence and appurtenances including garages, doors, windows, installation of antennae, satellite dishes or receivers, solar panels or other devices, screened enclosures, signs (whether located on the Parcel or in windows of the Residence), gates, flower boxes, shelves, statues, or other outdoor ornamentation, patterned or brightly colored window coverings; alteration of the landscaping or topography of the Property, including, without limitation, any cutting or removal of trees, planting or removal of plants, and all other modifications, alterations, or Improvements visible from any road or other Parcels. All of the foregoing are jointly referred to herein as "Proposed Improvements."

3. Procedures.

a. Application. It shall be the responsibility of each Owner to supply two (2) sets of the documents described herein to the ARB. The ARB shall approve or disapprove the documents properly submitted to it in writing within thirty (30) days of such submission. With respect to all Improvements, other than the Initial Improvements, a review fee may be established and charged on a case by case basis, in the sole discretion of and in an amount set by the ARB. If a review fee is charged by the ARB, it shall be non-refundable in any event, whether or not the application submitted by an Owner is approved. Any requests shall be deemed disapproved if the ARB fails to issue a written approval or disapproval within thirty (30) days of the proper submission of all required documentation. The documents, materials and items to be submitted for approval shall include two (2) sets of the following: (i) the construction plans and specifications, if any, including all proposed landscaping; (ii) an elevation or rendering of all Proposed Improvements, if any; (iii) samples of materials or paint colors; and (iv) such other items as the ARB may deem appropriate.

b. Compliance Binder. At the time of submission of the review fee and the plans (as to other Proposed Improvements), the Owner and/or builder shall also submit a construction compliance binder in such amount as may be required by the ARB from time to time in the sole discretion of the ARB. The construction compliance binder is intended to insure that the Owner and any contractors or builders comply with the plans approved by the ARB, the Declaration and any rules or regulations established by the ARB and to insure the satisfactory completion of all Proposed Improvements according to the plans approved by the ARB. If, in the opinion of the ARB, the Proposed Improvements have been satisfactorily completed in substantial compliance with the plans and specifications approved by the ARB, then the ARB agrees to return the construction compliance binder, less any fees or penalties as set forth below. The ARB has complete discretion to retain all or any portion of the construction compliance binder for any non-compliance, which remedy

shall be in addition to any other remedy under this Declaration. Any retained sums shall be remitted to and shall be the property of the Association.

4. Basis for Decision. Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration and any guidelines established pursuant thereto, the quality of workmanship and materials, the harmony of external design with its surroundings, the effect of the construction on the appearance from surrounding Parcels, and all other factors, guidelines and standards promulgated from time to time, including purely aesthetic considerations, which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. In connection with its approval or disapproval of an application, the ARB shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the ARB, its overall aesthetic impact is unacceptable. The approval of an application shall not be construed as creating any obligation on the part of the ARB to approve applications involving similar designs for different Parcels. In addition, the ARB shall have the right to waive or modify the requirements as more fully set forth in paragraph (7).

5. Uniform Procedures. The ARB may establish revised uniform procedures for the review of applications, including the assessment of the Compliance Binder, review costs and fees, if any, to be paid by the applicant and the time and place of meetings. No submission for approval shall be considered by the ARB unless and until such submission, in compliance with the provisions of this Article, has been accepted by the ARB. Any architectural guidelines established by the Developer or ARB may be amended as the Developer or ARB may determine.

6. Notification. Approval or disapproval of applications to the ARB shall be given to the applicant in writing within thirty (30) days of receipt thereof, by the ARB in accordance with the procedures adopted by the ARB. The ARB shall indicate its approval by stamping the plans with its seal and the date of approval. If the ARB disapproves the requested Proposed Improvement, it shall provide written notice of such disapproval to the Owner. Disapproval by the ARB may be appealed to the Board of Directors, and the determinations of the Board of Directors shall be dispositive. If the ARB does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of the plans and specifications in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been disapproved. No construction (other than Initial Improvements) on any Parcel or within the Property shall be commenced, and no Residence shall be modified, except in accordance with such approved plans and specifications.

7. Variances. The ARB or Developer, as applicable, may authorize a variance from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental consideration require the same. A variance shall be evidenced by a document signed by the chairman of the ARB, if it involves a Proposed Improvement, or by Developer, if it involves Initial Improvements. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions this Declaration for any purpose except as to the particular Parcel and the particular provisions of this Declaration covered by the variance, nor shall it affect in any way the Owners' obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and set back lines or requirements imposed by any governmental or municipal authority. Provided, however, in no event shall granting of a variance set a precedent which required the granting of another such variance.

8. Enforcement. In the event this paragraph is violated in that any Improvement is made without first obtaining the approval of the ARB, or is not made in strict conformance with any approval given or deemed given by the ARB, the ARB, as the authorized representative of the Association, shall specifically have the right to injunctive relief to require the applicable Owner to stop, remove and/or alter any Improvement in a manner which complies with the requirements of the ARB, or the ARB may pursue any other remedy available to it. In connection with the enforcement of this paragraph, the ARB shall have the right to enter onto any Property and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the ARB to object to any Improvement prior to the completion of the Improvement shall not constitute a waiver of the ARB's right to enforce the provisions of this paragraph. Any action to enforce this paragraph must be commenced within one (1) year after notice of the violation by the ARB, or within three (3) years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

9. Architectural Guidelines. The ARB or Developer, as applicable, shall consider the following paragraphs in connection with their review, together with any architectural guidelines which may be issued by the ARB or Developer from time to time. Specific references to the ARB or Developer in these provisions shall not be construed as a limitation of the general review power of the ARB or Developer, as set forth in this Article.

a. Residential Use. All Improvements constructed on any Parcel shall be for Residential use and all related ancillary purposes. Home offices or businesses which are permitted under applicable zoning ordinances and which do not involve employees, customers, excessive deliveries or similar additional traffic or parking, with no exterior signage and no exterior modifications to the Residence shall be permitted unless or until such use creates a legal nuisance within Wolf Creek. Notwithstanding the foregoing, in accordance with Article IV(I) and Article IX(X), the Developer has the right to use the Property for sales and marketing purposes.

b. Building Restriction Setbacks. The Property shall be subject to the building setback restrictions depicted on the Plat. No vertical construction shall be permitted within the building setback area.

c. Building Height Restriction. Residences shall be limited to a maximum of two (2) stories.

d. Roofs. Any protrusions through roofs for power ventilators, antenna or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements or approved thereafter by the ARB. No such protrusions, including without limitation antennae and other devices, will be approved in areas of the roof that affect the fire protection panels underneath the roof, which fire protection panels are located along a four foot (4') perimeter of the roof of each residence. To the extent any such protrusions are approved by the Developer or ARB, as applicable, such protrusion shall not be visible from lands adjacent to the Property or from any public street. To the extent any such protrusions are approved by the Developer or ARB, as applicable, the Owner shall be responsible, at its sole cost and expense, for any damage caused to the roof by such protrusion in accordance with the terms and conditions of Article VI(C)(1)(f).

e. Garages. Each Residence within the Property that has a single car garage shall be subject to the following terms and conditions. All garages must have a single overhead door with a minimum door width for a single car garage. The garage door shall be kept closed except when entering or leaving the garage. In accordance with Article IX(H), at least one (1) vehicle shall be parked or stored in the garage before any vehicle may be parked overnight in the

driveway. No garage shall at any time be used as a Residence or converted to become part of the Residence. Notwithstanding the foregoing, a garage may be used by Developer as a sales office during the marketing of the Property. It is the Developer's intention that only the Parcels within Hollow Run at Wolf Creek will have a garage.

f. No Owner Installed Fences or Walls on or within a Parcel. Each Residence in Wolf Creek will be delivered to the Owner with one (1) fence (running parallel to the side Parcel line). No other fences, including decorative or holiday fences, or walls shall be permitted to be erected by an Owner or its designee on or within a Parcel.

g. Patios and Patio Enclosures. The Developer must approve any screened patio enclosure that is constructed as part of the Initial Improvements. The ARB must approve any screened patio enclosure that is constructed thereafter. No glass enclosed patios or air conditioned or heated patios are permitted. The patio shall not be used for storage. All furniture on patios shall be of a type designed for outdoor use.

h. Ancillary Structures. No garage, tool shed, guest quarters, carport, storage buildings or other similar structure shall be constructed or erected on a Parcel.

i. Antennae and Other Devices. Subject to federal guidelines, all antennae, satellite dishes and other receptor devices to be installed on the Property shall be no larger than thirty inches (30") in diameter and twelve (12') feet in height and must be approved in advance by the ARB. Such devices shall not be placed in the front yard of any Parcel. In addition, Owners shall endeavor to assure that the location of such devices is screened to the extent possible from the view of others. Antennae and other devices will not be approved by the ARB if the proposed location would violate the four foot (4') fire protection panel setback, as set forth in Article VIII(B)(9)(d) of this Declaration. To the extent any such protrusions are approved by the Developer or ARB, as applicable, the Owner shall be responsible, at its sole cost and expense, for any damage caused to the roof by such protrusion in accordance with the terms and conditions of Article VI(C)(1)(f).

j. Landscape Buffers. The Property shall be subject to the landscape setback requirements depicted on the Plat. No Improvements other than driveways and landscaping and related Improvements shall be allowed within the landscape buffer area; provided, however, that the landscape setback restrictions shall not prohibit Developer from constructing a wall along the perimeter of the Property.

k. Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Parcel, unless approved by Developer or the ARB, as applicable.

l. Lighting. No external lighting, shall be installed without the prior approval of Developer or the ARB, as applicable. No lighting will be permitted which alters the residential character of the Property.

m. Recreational Structures, Equipment and Holiday Displays. No basketball backboards, tennis courts, play sets or structures, doghouses or holiday displays shall be located on or within a Parcel and all toys, lawn furniture, equipment and displays must be taken inside the Residence or the Residence's garage at night. Grills must be stored in the Residence or within the garage. Bicycles must be stored in the Residence or within the garage.

n. Utility Connections. Building connections for all utilities, including, but not limited to, electricity, telephone and television, shall be run underground from the connecting points to the Residence in a manner acceptable to the governing utility authority.

o. Window Coverings. Reflective window coverings, heat mats, stained-glass windows and window coverings made of paper products are expressly prohibited, and only white or off-white, solid colored window coverings shall be permitted on any Residence. The ARB or Developer, as applicable, may prohibit window treatments which are not reasonably compatible with the aesthetic standards of the Property.

p. Mailboxes. The Property will be served by cluster mailbox kiosk(s). No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Parcel.

q. Energy Conservation. Solar energy and other energy conservation devices shall not be erected on a Residence or Parcel without first obtaining the prior written consent of the Developer or ARB, as applicable. Such devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ARB or Developer, as applicable, to assure consistency with the aesthetic standards of the Property.

r. Painting. The Developer or ARB, as applicable, must approve any proposed painting of the exterior of the Residence by the Owner. If the proposed painting is approved by the Developer or ARB, as applicable, the Developer or ARB, as applicable, shall have the right to impose such conditions as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

(i) all work and materials shall be at the Owner's sole cost and expense;

(ii) all color selections shall be approved by the Developer or ARB, as applicable, and must be the same or substantially similar to the other Residence in the Building;

(iii) the painting project must include an entire elevation of the Residence (i.e. the entire side of the Residence, etc.); and

(iv) if the Association thereafter paints the Building in accordance with Article VI(C)(1)(a), the Residence shall be included as part of the Building painting project, and the Owner shall pay its pro-rata share of the Building painting project in accordance with Article VI(C)(1)(a).

s. Interference with Roads or Easements. Without limiting or qualifying the other provisions of this Declaration, nothing shall be erected, constructed, planted, or otherwise placed in such a position so as to create a hazard or block the vision of motorists upon any road within or adjacent to the Property, including without limitation the Development Roads. No modification, alteration, or Improvement shall interfere with the easements or other rights set forth in this Declaration.

10. Remedy for Violations. If an Owner erects or constructs an Improvement or structure in violation of this Article, the Developer or the Association may summarily and without the permission or consent of the Owner, enter upon the Parcel and remove the unpermitted Improvements or structure, in which case neither the Developer, the Association nor their agents or employees will be liable to the Owner or any party claiming by, through or under the Owner for any

damages to person or property arising out of such entry and removal. The Owner shall be and remain liable for all costs incurred in connection therewith which costs will be due and payable to the Association on the day of entry and removal and will thereafter bear interest at the rate of the greater of eighteen percent (18%) per annum or the highest rate allowed by law. All such costs shall be a Parcel Assessment and shall be secured by a lien on the Parcel, which lien is created, evidenced and enforced and is subject to those limitations as provided for in this Declaration. Alternatively, if any Improvement or structure is erected or constructed without first obtaining the approval of the ARB or Developer, as applicable, or is not constructed in strict compliance with any approval given or deemed given by the ARB or Developer, as applicable, or the provisions of this Article are otherwise violated, the ARB, as the authorized representative of the Association or the Developer, shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any Improvements in order to comply with the requirements hereof, or the ARB or Developer may pursue any other remedy available to it. In connection with this enforcement paragraph, the ARB and Developer shall have the right to enter into any Parcel or Residence and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ARB or Developer to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the ARB's or Developer's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein, including without limitation the fining provisions set forth in Article XVII(D), for violations of this Declaration.

11. Reservation of Right to Release Restrictions. In each instance where a structure has been erected, or construction thereof has substantially advanced, in such a manner that some portion of the structure encroaches on any Parcel line, setback line, or easement area, Developer reserves for itself, its successors, assigns and designees, and grants to the Master Association and its designees, the right to release such Parcel from the encroachment and to grant an variance to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Parcel or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially or adversely affect the value of the adjacent Parcel and the overall appearance of the Property. This reserved right shall automatically pass to the Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Parcels.

12. No Liability. Notwithstanding anything contained herein to the contrary, the ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control, and shall not be liable to any Owner, its successors, assigns, personal representatives, or heirs, due to the exercise or non-exercise of such control or the approval or disapproval of any Proposed Improvement and/or Initial Improvement. Furthermore, the approval of any plans and specifications or any Proposed Improvements and/or Initial Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements and/or Initial Improvements are complete, do not contain defects, or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the ARB, the Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements and/or Initial Improvements, or any injury to persons or property resulting therefrom. Additionally, neither the ARB, the Association, nor Developer shall be liable for any work or construction performed by any builder approved by the ARB and/or Developer, and the selection or inclusion of any builder shall not be deemed to be a determination or warranty of such builder's skills, workmanship, product or abilities. An Owner shall rely exclusively on its contracts with the builder for any and all rights, obligations and remedies it may have with respect to the construction of the Residence.

IX. USE OF PROPERTY AND PARCELS

A. Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration. Without limiting any of the provisions or requirements hereof, the specific references to Developer or ARB approval set forth in this Article or elsewhere in this Declaration shall not be construed as a limitation of the requirements of this Article.

B. Parcel Resubdivision. No Parcel shall be further subdivided, replatted, or separated into smaller Parcels by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. As set forth above, Developer shall have the right to reconfigure Parcels or modify subdivision plats of the Property if Developer owns all the Parcels within the legal description of the Property to be subjected to the replat, or if all Owners of Parcels which are included within the portion of the Plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.

C. Nuisances; Other Improper Use. No nuisance shall be permitted to exist on any Parcel or Common Property so as to be detrimental to any other Parcel in the vicinity thereof or its occupants, or to the Common Property. Any activity on a Parcel which interferes with television, cable, or radio reception on another Parcel shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed upon the Common Property. Owners hereby acknowledge that construction and development activities on or about the Property during daylight hours shall not be deemed to be a nuisance. The determination of the Board of Directors as to what may be or become a nuisance shall be conclusive.

D. Insurance. Nothing shall be done or kept in any Residence, Parcel, or in the Common Property that will increase the rate of insurance for the Property or any other Parcel / Residence, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Residence, on his Parcel, or in the Common Property which will result in the cancellation of insurance on the Property or any other Parcel, or the contents thereof, or which would be in violation of any law. These requirements are in addition to the provisions set forth in Article X(B) of this Declaration.

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

F. Pets. Owners must register all pets with the Management Company. Owners are granted a license to maintain not more than a total of two (2) pets, (which must be either dogs or cats), per Residence, provided such pets are (a) permitted to be so kept by applicable laws and regulations and (b) not a breed considered to be dangerous by the Board of Directors. This license may be revoked by the Board of Directors of the Association. The Board of Directors is authorized from time to time to make such rules restricting or permitting pets on the Property, including, without limitation, rules relating to the size or weight of such pets. Pets shall not create a nuisance to other Owners by any behavior, including but not limited to, continuous and repeated barking, whining, crying or other disturbance. No pet will be permitted on the Property which creates a nuisance. Guests of Owners are not permitted to bring pets into the building. Pet sitting for outside pets is not permitted.

All permitted pets must be caged or on a short leash at all times when they are on any

portion of the Property (except the Owner's Parcel) or Common Property. Pets are not allowed to roam freely or play in the hallways or any other interior common area. Pets must be brought away from the exiting door before the pet is permitted to stop and relieve itself. Owners should not allow landscape areas adjacent to the buildings or the building structures themselves to be used for elimination. Owners are required to pick up, remove and properly dispose of litter deposited by their pets on the Property.

Animals that are typically kept in cages or containers wholly within the Residence such as small birds, fish, turtles and hamsters may be maintained provided such animals are of a breed or variety commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the rules and regulations outlined in this policy and in accordance with applicable law. If any such pets become a nuisance, the Board of Directors shall have the right, but not the obligation, to require their removal. Wild animals, exotic animals, farm animals, poisonous creatures, and tarantulas are not allowed. Specifically prohibited are any variety of pig, ferrets and similar animals and snakes.

Neither the Board, Developer, nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing rules and regulations governing pets and every Owner maintaining a pet on the Property agrees to defend, indemnify and hold the Association, its Board of Directors, Developer, each Owner and the Management Company and their employees harmless against any loss, claim, damage or liability of any kind or character whatsoever arising or growing out of the privilege of having a pet at Townhomes at Wolf Creek. Any landscaping damage or other damage to the Common Property, caused by an Owner's pet must be promptly repaired by the Owner. The Association retains the right to effect said repairs and charge the Owner therefore.

A violation of the provisions of this Article IX(F) shall entitle the Association and the Board of Directors to all of its rights and remedies available under the Declaration, Bylaws, Florida Statutes and any applicable rules and regulations, including, but not limited to, the right to fine Owners and/or to require any pet to be permanently removed from the Property.

G. Signs and Flags. No sign, advertisement, notice, flag or flag pole of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Parcel, Residence, the Common Property, or from any window, unless express prior written approval of its size, shape, content, appearance and location has been obtained from the ARB, which approval may be withheld for any reason, and the ARB may, in its sole discretion, prohibit all signs. Notwithstanding the foregoing, prior to turnover of control of the Association by the Developer, no sign or advertisement, including "For Sale" and "For Lease" signs, shall be erected or displayed upon any Parcel, Residence, the Common Property or from any window, except on Parcels owned by the Developer. Notwithstanding the terms and conditions of this Article IX(G), each Owner may display one portable, removable United States flag in a respectful manner and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, September 11 and Veterans Day, portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard in a respectful manner. Further, notwithstanding the foregoing, the Developer, and those persons or entities specifically designated by Developer, shall be permitted to post and display advertising signs on the Property for the marketing, sale, or rental of Parcels.

H. Parking.

1. Hollow Run at Wolf Creek Parcels: There shall be a maximum of two (2) vehicles associated with each Parcel. The first vehicle must be parked in the Owner's garage, and the second vehicle, if any, must be parked in the Owner's driveway.

2. Timber Run at Wolf Creek Parcels: There shall be a maximum of two (2) vehicles associated with each Parcel. The first vehicle must be parked in the Owner's designated parking space located in the parking lot in front of the Building in which the Residence is located, and the second vehicle, if any, must be parked in an unassigned parking space within the area(s) designated, from time to time, for parking of vehicles owned by Owners of Parcels with Timber Run at Wolf Creek.

3. All parking within the Property shall be in accordance with rules and regulations adopted from time to time by the Association. All vehicles on the Property must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in a good, clean and attractive condition. Guest spaces will be located within the Common Property and Common Roads, and Owners may not park in guest spaces. No street parking is permitted at any time, and the Association reserves the right to tow vehicles, at the Owner's expense, for any vehicle parked in the street. No commercial vehicle, meaning any car, truck or van with signage or lettering on it, or with equipment affixed to it, or used in a trade or business, may remain parked on a driveway or in any guest space overnight. No commercial vehicle shall be parked in any parking space except with the written consent of the Board of Directors, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Property, the Association, Owners, or residents. All deliveries must be scheduled through the Association's property manager. No jet skis, personal water craft, boats, boat or utility trailers, campers, recreational vehicles or commercial vehicles may be parked or stored anywhere on the Property, except wholly within an Owner's garage, if any. Motorcycles may be parked on the Common Property only with the written consent of the Board of Directors.

4. Any vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of the terms and conditions of this Declaration following notice by the Association. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

5. By acceptance of a deed to a Parcel, each Owner acknowledges and agrees that any parking space may be relocated at any time, and from time to time, by the Developer or the Board of Directors to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility, including without limitation the Fair Housing Act and the Americans with Disabilities Act.

I. Speed Limit on Common Roads. The speed limit on all Common Roads shall not exceed twelve (12) miles per hour.

J. Vehicle Maintenance. No vehicle maintenance or repair is permitted on or within the Property, including without limitation the Common Property and Parcels.

K. Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted. The ARB and Developer shall have the right to adopt additional restrictions concerning, the height and type of trees and shrubs within any of the Parcels.

L. Clotheslines. No clotheslines or other clotheslines-drying facility shall be permitted without the prior written approval of the ARB.

M. Garbage and Trash Containers.

1. Hollow Run at Wolf Creek Parcels: It is the Developer's intention that there will not be trash container(s) serving the Parcels within Hollow Run at Wolf Creek. So long as there are no trash container(s) serving the Parcels within Hollow Run at Wolf Creek, the Owners of Parcels within Hollow Run at Wolf Creek shall be governed by the following terms and conditions. All garbage and trash containers must be placed within the garage and shall be maintained in accordance with rules and regulations adopted by the Board of Directors. Each Owner shall be required to use the trash container, if any, provided by the Developer and/or Association. No garbage or trash shall be placed anywhere other than in the Owner's trash container, and no portion of the Property, including the trash container(s) serving the Parcels located within Timber Run at Wolf Creek shall be used for dumping refuse. Each Owner shall be responsible for placing its trash container in its driveway for curb-side pick up by the applicable sanitary waste pick up provider; provided, however, that an Owner shall remove the trash container from the garage no earlier than the evening prior to trash pick up and shall return the trash container to the garage no later than the evening of the trash pick-up day. At such time, if any, that there is a trash container(s) serving the Parcels within Hollow Run at Wolf Creek, then the Owners of Parcels within Hollow Run at Wolf Creek shall be governed by the terms and conditions of paragraph (2) below.

2. Timber Run at Wolf Creek Parcels: It is the Developer's intention that there will be a trash container(s) serving the Parcels within Timber Run at Wolf Creek. So long as there are trash container(s) serving the Parcels within Timber Run at Wolf Creek, the Owners of Parcels within Timber Run at Wolf Creek shall be governed by the following terms and conditions. All garbage and trash containers must be maintained within the Residence until such time as the Owner, on a regular basis, removes the trash from the Residence and delivers it to the trash container(s) serving the Parcels within Timber Run at Wolf Creek. No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Property except in containers located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render Common Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. At such time, if any, as there are no trash container(s) serving the Parcels within Timber Run at Wolf Creek, then the Owners of the Parcels within Timber Run at Wolf Creek shall be governed by the terms and conditions of paragraph (1) above.

N. Window Air Conditioners. No window air conditioning unit shall be installed in or on any of the Residences.

O. Temporary Structures. No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, construction trailers, construction dumpsters, portable on demand storage units or other temporary storage units, or other outbuilding, shall be permitted on any Parcel at any time, except temporary structures maintained by the Developer for the purpose of construction of Residences. The foregoing restriction shall not preclude Developer from maintaining temporary structures for the purpose of construction of any Improvements or Residences and the marketing and sales of Parcels until such time as all Residences are constructed and sold.

P. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Parcel, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Parcel. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Parcel or on the Property.

Q. Hazardous Materials. No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released, or disposed of in or under the Property except in strict compliance with applicable statutes, rules and regulations. Fuel or gas storage tanks or other flammable, combustible, or explosive fluids, materials, or substances for ordinary household use may be

stored or used in the Property only in strict compliance with manufacturers' directions and applicable safety laws and codes, and shall be stored in containers specifically designed for such purposes.

R. Fireworks. No sparklers, bottle rockets or any other type or form of fireworks shall be used or ignited in or from the Residence, on or from the Property or on or from the Common Property.

S. Removal and Replacement of Trees. In order to preserve the environment and migratory bird populations, no trees which remain on a Parcel at the time of completion of the Initial Improvements thereon shall be felled, removed, or cut down unless such tree represents a hazard to the Residence or other Improvements on the Parcel, or to persons occupying or utilizing the Property. If any tree located on the Parcel at the time of completion of the Initial Improvements thereafter dies, such tree shall be replaced by the Owner, at the Owner's expense, by a similar tree.

T. Lakes. Swimming in the lakes on the Property is prohibited. Boating of any kind on the lakes, including, without limitation, sailboats, canoes, gas powered boats, electric power boats and jet skis is prohibited.

U. Common Property, Including Pool and Cabana. The Common Property shall be used only for the purpose for which it is intended in the furnishing of services and facilities for the enjoyment of the Residences. All Owners and their guests and invitees shall comply with any and all rules and regulations adopted by the Board of Directors (including without limitation permitted hours of usage and guest policies) relating to the Common Property, including without limitation, the pool, cabana and cabana restrooms. Each Owner acknowledges and agrees that if the Owner is leasing its Residence (as described in Article IX(V) below), the tenant/occupant of the Residence shall have the right to use the Common Property recreational facilities during the term of the lease, and Owner shall not have any right to use any of the Common Property recreational facilities during such lease term.

V. Leasing of Residences. Entire Residences may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Residence shall not release or discharge the Owner from compliance with any of his obligations and duties as an Owner. No lease or sublease shall be for a period of less than seven (7) calendar months (e.g. an Owner cannot lease its Residence for seven (7) months or more and then allow the lessee to rent out all or any portion of the Residence for periods of less than seven (7) months). Every lease shall be in writing. Every lease of a Residence shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). 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 to the Common Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Parcel therefore. All leases are subordinate to any lien filed by the Association, whether prior or subsequent to such lease. If so required by the Association, any Owner requesting to lease a Residence may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes. When a Residence is leased, a tenant shall have all use rights in Common Property otherwise readily available for use generally by Owners, and the Owner of the leased Residence shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein

shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by an Owner and a tenant of Common Property otherwise readily available for use generally by Owners. A covenant shall exist designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenants, which covenant shall be an essential element of any such lease or tenancy agreement. A copy of such written lease shall be delivered by the Owner to the Association within fifteen (15) days following execution of the lease.

W. Pest & Insect Control. Except as set forth in Article X(H) with respect to subterranean termites, each Owner shall be responsible for all pest and insect control within the Residence.

X. Proviso. Until the Developer has completed all of the contemplated Improvements and closed the sale of all of the Residences within the Property, neither the Owners nor the Association, nor the use of the Property shall interfere with the completion of the contemplated Improvements and the sale of the Residences. Developer may make such use of the unsold Residences and Common Property, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property within the Wolf Creek community and the display of signs.

Y. Soliciting. No soliciting, for profit or non-profit means, will be allowed at any time within the Property, which shall include without limitation, distribution of marketing materials or newsletters without approval by the Board of Directors.

Z. Compliance. It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Parcels, and Common Property which may be adopted in writing from time to time by the Board of Directors and the ARB, and to see that all persons using the Owner's Parcel(s) do likewise.

X. INSURANCE

The insurance that shall be carried upon the Common Property and the Parcels is governed by the following provisions:

A. Common Property Insurance. The Board of Directors shall obtain insurance on the Common Property, consistent with prudent business judgment, including the following:

1. Hazard insurance on the Common Property and any Improvements constructed thereon, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the coinsurance percentage stipulated in the policy, and in any event not less than eighty percent (80%) of the insurable replacement value (based upon replacement cost) of the Improvements constructed on the Common Property.

2. All personal property included in the Common Property that is owned by the Association shall be insured for its value, as determined annually by the Board of Directors.

3. Public liability insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability of the Association but not individual Owners arising out of, or incident to, the ownership or use of the Common Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors, or other Owners. The Board of Directors shall review such limits once each year.

B. Insurance for the Parcels. It shall be the responsibility of each Owner to obtain, at his/her sole cost and expense, liability insurance with respect to the ownership and use of his/her Parcel, including the Residence and any Improvements located on the Parcel. It shall be the responsibility of each Owner to obtain and maintain property insurance in an amount equal to not less than the full replacement cost of the Residence and other Improvements located on the Parcel and comprehensive personal liability insurance in an amount not less than \$300,000.00. It shall also be the responsibility of each Owner to obtain, at his/her sole cost and expense, flood insurance covering Improvements on the Parcel, if the Parcel is located in a flood zone designated "A". As of the date that an Owner takes title to a Parcel, the Owner must submit to the Association, a copy of the policy, or a certificate of the insurance policy, evidencing that the policy is in effect and identifying the expiration date of the policy. Thereafter, each Owner must submit to the Association, on or before thirty (30) days prior to the expiration of such policy, a copy of the policy, or a certificate of the insurance policy, evidencing that the policy is in effect and identifying the expiration date of the policy. The policy shall not be cancelled, materially changed or not renewed without at least thirty (30) days advance written notice to the Association. If the Owner fails to comply with any portion of this Article X(B), including providing copies / certificates to the Association, the Association shall (i) have the fining rights set forth in Article XVII(D) and (ii) after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, have the right to purchase the insurance policy described in this Article X(B). The cost of such policy shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore.

C. Personal Property on the Parcels. Owners are obligated to obtain coverage at their sole cost and expense upon their personal property located on their respective Parcels. Such insurance shall not be the responsibility of the Association.

D. Director and Officer Liability Insurance. The Board of Directors may obtain, as a matter of common expense payable from the Annual Assessments, liability insurance against personal loss for actions taken by members of the Board of Directors and officers of the Association in the performance of their duties. Such insurance shall be of the type and amount determined by the Board of Directors, in its discretion.

E. Worker's Compensation. The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law.

F. Flood Insurance. The Board of Directors shall obtain and maintain flood insurance covering Improvements located within the Common Property, where such Improvements are located within a flood zone designated "A".

G. Liability Insurance. The Board of Directors may obtain such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners.

H. Termite Protection Coverage. The Board of Directors shall obtain and maintain adequate subterranean termite protection coverage on each Building. The fees incurred by the Association in connection with such coverage shall be included within the Annual Assessments payable by each Owner.

I. Generally. The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage, as may be necessary or convenient to comply with requirements of Institutional Mortgagees or based upon the cost and availability of such coverage. The premiums for policies maintained by the Association shall be paid by the Association as an expense to be passed on to the Owners as part of their Annual Assessments. All insurance policies purchased by the Association

shall be for the benefit of the Association, and shall provide that all proceeds covering losses shall be paid to the Association.

XI. RECONSTRUCTION OR REPAIR AFTER CASUALTY OR CONDEMNATION.

A. Common Property. Except as set forth in Article III(B), in the event of damage to or destruction of all or any the Improvements on the Common Property as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such Improvements substantially in accordance with the plans and specifications under which the Improvements were originally constructed, or any modification thereof approved by Developer or the ARB. The Board of Directors shall proceed towards reconstruction of such Improvements as quickly as practicable under the circumstances, and shall obtain funds for such reconstruction from the insurance proceeds and any Special Assessments that may be necessary after exhaustion of reserves for the repair and replacement of such Improvements. Nothing contained herein shall impose absolute liability for damages to the Common Property on the Owners.

B. Parcels. Any Owner whose Parcel or Residence located on the Parcel or any Improvements located on the Parcel is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore the Residence and Improvements, to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the ARB in accordance with the provisions of Article VIII. Each Owner agrees to cooperate in good faith with all other Owners of the Property, including without limitation, the Owners of adjoining Residences and all Owners within Owner's Building, in connection with the rebuilding and restoration of a Residence and other Residences within a Building. The Association has the right, but not the obligation to, monitor all rebuilding efforts, and the Associations and all Owners within a particular Building have the right to seek specific performance in a legal action, requiring an Owner to commence and diligently prosecute to completion, the reconstruction of its Residence in the event the Residence is destroyed or damaged by fire or other casualty.

XII. ASSOCIATION LIABILITY

A. Disclaimer of Liability. Notwithstanding anything contained in this Declaration, in the Articles or Bylaws, or in any other document governing or binding the Association (collectively, "Association Documents"), neither Developer nor the Association shall be liable or responsible for, or shall be deemed in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant, or user of any portion of the Property, including, without limitation, Owners, occupants, tenants, and their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons. At the time of the recording of this Declaration, there is an unstaffed vehicular access gate at the entrance to the Property, which is intended to limit vehicular access to Wolf Creek, subject to the Developer's rights to access the Property as set forth in Articles IV(I) and IX(X). The gate is not intended to be a security gate or to protect an Owner's person or property from the acts of third parties and neither the Developer nor the Association shall be liable for any breaches of the gate, or whether or not the gate properly operates.

B. Specific Provisions. Without limiting the generality of the foregoing:

1. It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern and regulate the use of the Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

2. Neither Developer nor the Association is empowered, nor have they been created, to act as an entity which enforces or insures compliance with the laws of the United States of

America, the State of Florida, the County, or any other jurisdiction, or prevents tortious or criminal activities.

3. The provisions of the Association Documents setting forth the uses of Assessments which may relate to health, safety, or welfare shall be attributed and implied only as limitations on the usage of such funds, and not as creating an obligation of the Association or Developer to protect the health, safety or welfare of any persons.

4. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Owners for entry or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property, including the Residences. Further, the Association shall not be liable for any such injury or damage caused by defects in the design or workmanship or other reason connected with any additions, alterations or Improvements or other activities done by or on behalf of any Owners regardless of whether or not the same shall have been approved by the Association as provided hereunder. The Association shall not be liable to any Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable cost or upon reasonable terms.

C. Owner Covenant. Each Owner, for himself and his heirs, legal representatives, successors and assigns (by virtue of his acceptance of title of his Parcel), and every other person or entity having an interest in or a lien upon, or making use of, any portion of the Property (by virtue of accepting such interest or lien or making use thereof), shall be bound by this Article and shall be deemed to automatically waive all rights, claims, demands, and causes of action against the Association or Developer arising from or connected with any act or omission for which the liability of the Association or Developer has been described in this Article.

D. Noise Disclaimer. Each Owner, by acceptance of a deed or other conveyance of his or her Residence, acknowledges and agrees that sound transmission in a multi-residence building, is very difficult to control, and that noises from adjoining or nearby Residences, Buildings, recreational facilities or mechanical equipment, can often be heard in another Residence. The Developer does not make any representation or warranty as to the level of sound transmission between and among the Residences and other portions of the Property and each Owner waives and expressly releases such warranty and claim for loss or damages resulting from sound transmission.

XIII. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

A. Existing Property. The land that initially is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of the Property.

B. Additional Property.

1. By Developer. Developer shall have the right, but not the obligation, for so long as it owns Additional Property, from time to time in its sole discretion, to annex to the Property and to include within this Declaration, any Additional Property with no further consent of owners or mortgagees, except that if any land, other than the Property or Additional Property is annexed by the Developer, Developer shall obtain the prior approval of the VA/FHA.

2. By Association. The Association may annex Additional Property which it owns or which others own, to the Property with the approval of two thirds (2/3) of the vote of the Board of Directors and with the consent of the owners of the property to be annexed. Residences

constructed on the Additional Property may be different in appearance from existing Residences, and may be constructed in a style or other manner.

C. Supplemental Declaration. Any such additions authorized in paragraph B shall be made by the filing of record of one or more supplemental declarations. With respect to the Additional Property annexed by the Developer, the supplemental declaration need only be executed by the Developer; in the case of Additional Property to be annexed by the Association, the supplemental declaration shall be executed by the President of the Association and the owner of the land to be subjected, if not the Association, and shall state that such annexation is in accordance with the resolution passed by the Association in accordance with the terms of this Declaration. A supplemental declaration shall contain a statement that the real property that it the subject of the supplemental declaration constitutes Additional Property which is to become a part of the Property subject to this Declaration. In addition, the supplemental declaration may contain additional covenants and restrictions provided that such covenants and restrictions are consistent with those contained herein. Supplemental declarations may permit attached housing, zero lot line housing, condominium units or other styles of dwellings permitted by the applicable zoning and a separate declaration with respect thereto may also be recorded. Such supplemental declaration shall become effective upon being recorded in the public records of the County.

D. Effect of Annexation. In the event that any Additional Property is annexed to the Property pursuant to the provisions of this Article upon recording of the supplemental declaration, (a) such Additional Property shall be considered within the definition of the term Property for all purposes of this Declaration, and (b) all voting of each class of membership of the Association and all voting by the Owners hereunder shall be aggregated, it being intended that (i) any voting requirements need not be fulfilled separately for the Additional Property, and (ii) any Class B Member shall at all times have a majority of the votes of the Association until converted to Class A membership as described in Article II. Owners, upon recordation of any supplemental declaration, shall also have a right and non-exclusive use and enjoyment in and to the Common Property within the Additional Property so annexed and any obligation to contribute to the cost of improvement, operation and maintenance of such Common Property within the annexed land. Provided however, until a supplemental declaration is recorded subjecting any portion of the Additional Property to the Declaration, the fact that such Additional Property is described on Exhibit A shall not constitute and shall in no way be deemed or construed to be a defect or encumbrance on the title of the Additional Property.

E. Withdrawal. The Developer may, at any time in its sole discretion, determine to withdraw property from this Declaration by recording in the public records a Declaration of Withdrawal of the Property which shall be consented to by the owner of the Property and its mortgagee, if any, if such Property is not owned by the Developer. Subsequent to the termination of the Developer's ownership of any property subject to the Declaration, the Association may withdrawal property in the manner stated herein with the consent of the owner and any mortgagee, if the owner is not the Association.

XIV. PARTY WALL EASEMENTS

It is understood that the Residences to be constructed on the Property will be townhomes which shall have one party wall between each Residence ("Party Wall"). Each Building will contain multiple Residences, resulting in one (1) or more party walls per Building. In connection with the Party Wall, each Owner shall be benefited and burdened as follows:

A. Easements. Each Owner shall have a nonexclusive easement on, over, across, through and under that portion of the Property on which the Party Wall is located, for purposes of excavation, construction, development, support, use, maintenance, repair and replacement of the Party Wall and

the installation of electrical, plumbing, mechanical and similar utilities and facilities along the Party Wall or as part of the Party Wall.

B. Affirmative Obligations: Construction, Use, Maintenance, Repair and Replacement of the Party Wall.

1. Each Owner shall each be responsible, at its sole cost and expense and subject to paragraph (2) below, for the maintenance and repair of its respective interior face of the Party Wall.
2. Should the Party Wall, or any portion thereof, be damaged or destroyed by the intentional act, gross negligence or negligence of either Owner, their respective agents, guests, licensees or invitees, such Owner shall immediately: (i) repair or replace the Party Wall, or the damaged or destroyed portion thereof, at that Owner's sole cost and expense; and (ii) compensate the other Owner for all resulting damages to the property of the other Owner.
3. If it becomes reasonably necessary to repair or replace the Party Wall, or any portion thereof or any electrical, plumbing, mechanical or other utilities or facilities located therein, because of any reason not covered by paragraph (2) above, either Owner may undertake such repair or replacement, after giving notice to the other Owner. The Owners shall share equally all reasonable costs incurred in connection with such repair or replacement and shall timely pay its share of repair and replacement costs incurred by the other Owner, to Owner incurring the expenses, on demand.
4. Any maintenance, repair or replacement of the Party Wall shall: (i) be of the same material, or similar material of the same quality, as that originally used in the Party Wall; (ii) be completed in a good and workmanlike manner, as expeditiously as reasonably possible; (iii) not change the location or size of the Party Wall; and (iv) not impair the strength of the Party Wall nor damage the foundations located on either Parcel.
5. Each Owner shall maintain, at their sole cost and expense: (i) general liability insurance; (ii) personal injury, bodily injury, contractual liability, products/completed operations hazard and broad form property damage coverage; and (iii) property insurance. The insurance policies required hereunder shall be in such amounts as are reasonably necessary to adequately cover each Owner's interest in its property.
6. Notwithstanding anything to the contrary contained in this Declaration, if any Owner institutes legal proceedings against another with respect to this Declaration or the use, enjoyment, operation or condition of any easement granted hereunder, the nonprevailing Owner shall pay to the prevailing Owner an amount equal to all attorneys' fees and disbursements whether incurred before, at trial, on appeal, in bankruptcy or in post-judgment collection, and all other costs and expenses incurred by the prevailing Owner in connection therewith.
7. Should any Owner fail to make a timely payment of any amount payable hereunder, the balance due thereafter shall reflect an additional interest charge in the amount of the greater of eighteen percent per annum or the highest rate allowed by law, compounded monthly.
8. No Owner shall permit any construction or materialman's liens to be filed and enforced against the areas burdened by an easement granted hereunder. If such a lien is filed, the responsible Owner shall: (i) pay all costs and charges for work done by it or caused to be done by it that resulted in the filing of the lien; (ii) pay all costs and charges for materials furnished for or in connection with such work at the request of such Owner; (iii) give the other Owner written notice thereof; and (iv) cause the lien to be removed of record within thirty (30) days thereafter, unless any foreclosure action to enforce the lien actually commences, in which case, cause such lien to be removed of record within five days after commencement of such foreclosure action.

XV. WOLF CREEK MASTER ASSOCIATION

Wolf Creek Master Association is composed of members of this Association and the Wolf Creek Condominium Association, Inc.. Wolf Creek Master Association shall be entitled to charge each Owner an assessment for expenses incurred or to be incurred by the Wolf Creek Master Association in fulfillment of its maintenance, operation and management responsibilities for the common property of the Wolf Creek Master Association, including the Stormwater Management System. The enforcement and collection of such assessments is more fully set forth in the Wolf Creek Master Association Covenants. This Declaration shall not be amended in any manner so as to adversely affect the rights of the Wolf Creek Master Association without the written approval of the Wolf Creek Master Association. Any such approval shall be evidenced by a recordable instrument executed by the Wolf Creek Master Association. The Developer and Wolf Creek Master Association and their respective agents and employees shall have the reasonable right of ingress and egress over and through the Parcels and the Common Property for the purpose of preserving, maintaining or improving the Stormwater Management System in accordance with the terms and conditions of the Wolf Creek Master Association Covenants.

Wolf Creek Master Association represents residents of the overall Wolf Creek community generally. Its members are those persons appointed or elected in accordance with the Articles of Incorporation and Bylaws of the Wolf Creek Master Association. Wolf Creek Master Association, acting through its Board of Directors, shall have the powers, rights and duties with respect to the Wolf Creek community as set forth in this Article and as more particularly described in the Wolf Creek Master Covenants. Each Parcel is entitled to one (1) vote in Wolf Creek Master Association matters.

If for any reason the Association shall refuse to perform the obligations imposed on its under this Declaration or the Wolf Creek Master Covenants, the Wolf Creek Master Association shall be authorized to act for and on behalf of the Association to the extent that the Association has refused or failed to act. Any expenses thereby incurred by Wolf Creek Master Association shall be reimbursed by the Association.

XVI. COMMUNITY DEVELOPMENT DISTRICT

The Wolf Creek Community Development District ("CDD") may be created and may impose and levy taxes or assessments, or both taxes and assessments, on this property, these taxes and assessments pay the construction, operation and maintenance costs of certain public facilities and services of the district and are set annually by the governing board of the district. These taxes and assessments are in addition to county and other local governmental taxes and assessments and all other taxes and assessments provided for by law.

The Property will potentially be included within a CDD. If a CDD is created, the Property is expected to be located within the boundaries of the Wolf Creek CDD. The CDD is a special purpose form of local government established and existing pursuant to Chapter 190, Florida Statutes. The CDD is being established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain certain community infrastructure systems, facilities and services for storm water management and drainage including roadways, parks and recreation, water and sewer utilities, and such other systems, facilities and services as are allowed by Chapter 190, Florida Statutes ("District Improvements"). Each Owner agrees and acknowledges that, once established, the Wolf Creek CDD may impose and levy taxes or assessments, or both taxes and assessments, on the Property. These taxes and assessments pay the construction, operation, and maintenance costs of certain public facilities and services of the district and are set annually by the governing board of the district. These taxes and assessments are in addition to the county and other local governmental taxes and assessments and all other taxes and assessments provided for by law.

XVII. GENERAL PROVISIONS

A. Duration. This Declaration, as amended and supplemented from time to time, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Developer, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of forty (40) years from the date this Declaration is recorded in the public records of the County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each, unless an instrument or instruments signed by the then Owners of seventy-five percent (75%) of the Parcels subject to this Declaration is recorded in the public records of the County, agreeing to terminate all of said provisions as of a specified date. Unless this Declaration is terminated as provided above, the Board of Directors shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

B. Condemnation. In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property. The Owners holding seventy five percent (75%) of the votes shall agree to the distribution of the proceeds of any condemnation or taking by eminent domain, and if the Owners shall not so agree, such proceeds shall be added to the funds of the Association.

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

D. Enforcement of Covenants. If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for Developer, the Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to impose a fine or fines upon any Owner for failure of the Owner, his family, guests, invitees, tenants, or occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

1. The Association shall notify the Owner or occupant of the infraction(s) and the date and time of a meeting which shall be at least fourteen (14) days from the date of notice. The Owner shall meet with a committee appointed by the Board of Directors which committee is composed of three (3) Owners who are not officers, directors or employees of the Association.

2. At such meeting, the committee shall be presented with the infraction(s) and shall give the Owner or occupant the opportunity to present reasons why penalties should not be imposed. A written decision of the committee shall be provided to the Owner or occupant within twenty-one (21) days after the date of the meeting.

3. If approved by the committee, the Board of Directors may impose fines against the applicable Parcel of up to One Hundred Dollars (\$100.00) per incident, up to a total maximum fine of Five Thousand Dollars (\$5,000.00). The maximum permitted fine may be increased from time to time by the Board of Directors, as permitted by applicable statutes.

4. Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

5. Fines shall be paid within thirty (30) days after the receipt of notice of their imposition.

6. All monies received from fines shall be allocated as directed by the Board of Directors.

7. The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Parcel Assessment as a lien on the Parcel; however, any fine paid by the Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant. The limitations on fines in this paragraph does not apply to suspensions or fines arising from failure to pay Assessments.

8. The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

E. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" shall have the same effect as the use of the term "shall". Wherever any time period is expressed in days, if such time period ends 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 "Parcel" and "Property" mean all or any portion applicable to the context, and include all Improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and the benefit of all appurtenant easements. The terms of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof. Headings and other textual divisions are for convenience only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this paragraph apply also to the interpretation, construction, application, and enforcement of all the Association Documents.

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

G. Rules and Regulations. All Owners shall comply with any and all rules and regulations adopted and amended from time to time by the Board of Directors. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, including the operation, use, maintenance and control of the Residences, Parcels, Common Property and any facilities or services made available to the Owners, and shall not in any way diminish the powers of self-government of the Association. A copy of any rules and regulations which may be adopted from time will be made available to each Owner upon receipt of such Owner's request.

H. Litigation. No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless the same is approved by written consent of the Owners of seventy-five percent (75%) of the Parcels subject to this Declaration. This paragraph shall not apply, however, to: (a) actions brought by the Association to enforce and provisions of this Declaration (including, without limitation, foreclosure of lien); (b) imposition of Assessments as provided herein; (c) proceedings involving challenges, to any taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. Notwithstanding the provisions of this paragraph, this paragraph shall not be amended unless such Amendment is approved by Developer or is approved by the percentage vote pursuant to the same procedures as are necessary to institute proceedings and provided above.

I. Amendment. This Declaration may be amended at any time by an instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by the written consent of sixty-six and two-thirds percent (66 2/3%) of the Class A Members or upon a sixty-six and two-thirds percent (66 2/3%) vote of the Class A Members voting in person or by proxy at a regular Association meeting or a special meeting called for that purpose at which there is a quorum, which amendment shall become effective upon its filing in the public records of the County. Provided, however, that:

1. As long as Developer is an Owner of any Parcel, no amendment that materially and adversely affects the Developer shall become effective without the written consent of Developer.

2. Until Turnover, any amendments to this Declaration (including, without limitation, any amendment which results in the annexation of additional lands into the Property, the merger or consolidation of the Association with any other property owners association, the dedication of any part of the Common Property for public use, and the conveyance, mortgaging, or encumbrance of any part of the Common Property) must have prior written approval of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Parcel.

3. Developer specifically reserves the absolute and unconditional right (subject only to FHA or VA approval as set forth above, if required), so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party: (i) to conform to the requirements of any holder of a Mortgage; (ii) to conform to the requirements of title insurance companies; (iii) to conform to the requirements of any governmental entity having control or jurisdiction over the Property; (iv) to clarify the provisions of this Declaration or to correct scrivener's errors in this Declaration; or (v) in such other manner as Developer may deem necessary or convenient.

4. Wolf Creek Master Association. This Declaration shall not be amended in any manner so as to adversely affect the rights of the Wolf Creek Master Association without the written approval of the Wolf Creek Master Association. Any such approval shall be evidenced by a recordable instrument executed by the Wolf Creek Master Association.

5. SJRWMD. This Declaration shall not be amended in any manner so as to adversely affect the rights of the SJRWMD without the written approval of the SJRWMD. Any such approval shall be evidenced by a recordable instrument executed by the SJRWMD.

6. Amendments to the Articles and Bylaws shall be made in accordance with the requirements of the Articles and Bylaws and need not be recorded in the public records of the County.

J. Assignment of Developer Rights. Developer may assign all or only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed to be the Developer but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In addition, in the event that any person or entity obtains title to all of the Property

owned by Developer as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer by written election recorded in the public records of the County, and regardless of the exercise of such election, such person or entity may appoint the Developer or assign any rights of Developer to any other party which acquires title to all or any portion of the Property by written appointment recorded in the public records of the County. In any event, no subsequent Developer shall be liable for any actions or defaults of, or obligations incurred by, any prior Developer, except as the same may be expressly assumed by the subsequent Developer.

K. Rights of Institutional Mortgagees. All Institutional Mortgagees shall have the following rights:

1. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Association Documents and the books, records and financial statements of the Association.

2. 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 costs incurred in providing such copies.

3. To designate a representative to attend all meetings of the Members of the Association, who shall be entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting, but in no event shall be entitled to vote thereon.

4. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee established from time to time by the Association to defray its costs, to receive: (i) any notice that is required to be given to the Class A Members under any provision of the Association Documents; (ii) written notice of any condemnation or casualty loss affecting a material portion of the Property or any Parcel encumbered by its Mortgage; (iii) any sixty (60) day delinquency in the payment of Assessment Charges imposed upon any Parcel encumbered by its Mortgage; (iv) the lapse, cancellation, or material modification of any insurance coverage or fidelity bond maintained by the Association; and (v) any proposed action requiring the consent of a specified percentage of Mortgagees.

L. Legal Fees and Costs. The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

M. Law to Govern. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

N. Tax Deeds and Foreclosure. All provisions of the Declaration relating to a Parcel which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

O. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners

designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

P. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Parcel or other property located on or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Parcel or other property.

Q. No Assurances of Development. The Property is subject to certain governmental or quasi-governmental ordinances and regulations. Developer makes no assurance to any Owner or Institutional Mortgagee that the Property will be developed in strict compliance with any such ordinances or regulations. All site plans, development plans, advertising material and similar material developed or produced in connection with the marketing and sale of the Property is subject to change in the Developer's sole discretion. Owners hereby waive any and all rights they have to object to changes in the plan which may be made by the Developer pursuant to this paragraph.

R. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE SECURITY PROVIDED TO THE PERSONS AND PROPERTY OF OWNERS, NOR AS TO ANY PORTION OF THE COMMON PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DEVELOPER FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE PARCELS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

[Remainder of Page Intentionally Blank]

The undersigned has caused this Declaration to be executed in its name, the day and year first above written.

PULTE HOME CORPORATION,
a Michigan corporation

By: [Signature]
Print Name: J. KEVIN SETZER
Its: Attorney-in-Fact

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th day of June, 2004, by J. Kevin Setzer as the Attorney-in-Fact of Pulte Home Corporation, a Michigan corporation, for and on behalf of said corporation, and who is ☒ personally known to me or ☐ has provided _____ as identification.

[SEAL]

Christine Anita Cook
NOTARY PUBLIC, State of Florida

Christine Anita Cook
Printed Name

My Commission Expires: Jan. 27, 2006
Commission Number: DD 082009

1317363_v6

CHRISTINE ANITA COOK
Notary Public, State of Florida
My comm. expires Jan. 27, 2006
Comm. No. DD 082009

EXHIBIT A

PROPERTY

OVERALL BOUNDARY

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5549, PAGE 247 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD/STATE ROAD NO. 212, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 89° 30' 06" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1499.89 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 00° 29' 54" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, 1691.70 FEET; THENCE SOUTH 89° 29' 48" WEST, A DISTANCE OF 862.88 FEET; THENCE NORTH 10° 26' 14" WEST, 276.33 FEET; THENCE NORTH 11° 37' 44" EAST, 116.00 FEET; THENCE NORTH 28° 18' 18" WEST, 174.00 FEET; THENCE NORTH 57° 15' 44" EAST, 229.00 FEET; THENCE RUN NORTH 07° 41' 44" EAST, 263.99 FEET; THENCE NORTH 40° 01' 16" WEST, 194.00 FEET; THENCE NORTH 33° 41' 13" WEST, 260.00 FEET; THENCE NORTH 12° 14' 21" WEST, 116.00 FEET; THENCE NORTH 00° 30' 14" WEST, 288.00 FEET TO A POINT LYING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD; THENCE NORTH 89° 30' 06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1025.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.94 ACRES, MORE OR LESS.

LESS AND EXCEPT

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF HODGES BOULEVARD, A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED, WITH THE SOUTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD/STATE ROAD NO. 212, A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTH 89°30'06" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1499.89 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE SOUTH 00°29'54" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, 1691.70 FEET; THENCE SOUTH 89°29'48" WEST, 2149.49 FEET TO A POINT LYING ON THE WESTERLY EASEMENT LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION OUTFALL DITCH EASEMENT PER BOUNDARY SURVEY BY PRIVETT & ASSOC. OF FLORIDA, INC., DATED JULY 29, 2002, DRAWING NUMBER B-02-031(A) AND DESCRIBED AND RECORDED IN DEED BOOK 970, PAGE 350 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID WESTERLY EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES: COURSE 1) THENCE NORTH 11°36'17" WEST, 104.38 FEET; COURSE 2) THENCE NORTH 78°22'28" EAST, 15.00 FEET; COURSE 3) THENCE NORTH 11°30'26" WEST, 134.73 FEET; COURSE 4) THENCE NORTH 10°05'27" WEST, 300.99 FEET; COURSE 5) THENCE NORTH 11°17'35" EAST, 257.24 FEET; COURSE 6) THENCE NORTH 05°01'20" WEST, 208.39 FEET; COURSE 7) THENCE NORTH 18°15'52" WEST, 212.71 FEET; COURSE 8) THENCE NORTH 11°00'36" WEST, 151.42 FEET; COURSE 9) THENCE NORTH 07°15'04" WEST, 223.28 FEET; COURSE 10) THENCE NORTH 00°31'12" WEST, 124.62 FEET TO A POINT LYING ON SAID SOUTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD; THENCE NORTH 89°30'07" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 2313.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 86.46 ACRES, MORE OR LESS.

1317363_v6

EXHIBIT B

**ARTICLES OF INCORPORATION
OF
WOLF CREEK TOWNHOME OWNERS' ASSOCIATION, INC.**

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with powers set forth herein. All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Townhomes at Wolf Creek to be recorded in the public records of Duval County, Florida, as it may be modified and supplemented from time to time ("Declaration").

ARTICLE I - NAME

The name of the corporation is WOLF CREEK TOWNHOME OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II - REGISTERED AGENT

The name and address of the Registered Agent of the Association is:

May Management Services, Inc.
10036 Sawgrass Drive West, Suite 1
Ponte Vedra Beach, Florida 32082
(904) 273-9832

ARTICLE III - PRINCIPAL OFFICE

The principal office of the Association shall be located at 5210 Belfort Road South, Suite 400, Jacksonville, Florida 32256; but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE IV - PURPOSE AND POWERS

The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes, and to provide for the maintenance, preservation and architectural control of all Improvements on the Property and the Common Property, all within that certain tract of land described in the Declaration ("Property"), as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Association, who shall be the Owners of the Parcels. For such purposes, the Association shall have and exercise the following authority and powers:

1. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws. The Declaration is incorporated herein by this reference as if set forth in detail.

2. To fix, levy, collect and by any lawful means enforce payment of all Assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all

licenses, taxes or governmental charges levied or imposed against the property of the Association, including without limitation, adequate assessments for the costs of maintenance, repair and operation of the Stormwater Management System, including without limitation drainage structures and drainage easements.

3. To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property or any improvements thereon in connection with the affairs of the Association.

4. To borrow money and, with the assent of seventy-five percent (75%) of the holders of votes at a duly noticed meeting of members at which a quorum is present in person or by proxy, to mortgage, pledge or hypothecate any and all of the Association's real or personal property as security for money borrowed or debts incurred.

5. To dedicate, sell or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

6. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, as more fully provided in the Declaration.

7. To make, establish and amend reasonable rules and regulations governing the use of the Parcels and Common Property.

8. To maintain, repair, replace, operate and manage the Common Property.

9. To employ personnel, agents or independent contractors to perform the services required for the proper operation of the Common Property.

10. To exercise architectural control over Improvements within the Property pursuant to the rights granted to the Association in the Declaration.

11. To have and to exercise any and all powers, rights and privileges which a corporation organized under the law of the State of Florida may now or hereafter have or exercise.

12. To timely file all required corporate filings with the Florida Secretary of State's office.

13. It is contemplated that the Wolf Creek Master Association, Inc. ("Wolf Creek Master Association") shall operate, maintain and manage the Stormwater Management System in a manner consistent with the St. Johns River Water Management District ("SJRWMD") permit number 4-031-91729-1 requirements and applicable SJRWMD rules and shall assist in the enforcement of the Declaration of Covenants, Conditions, Restrictions and Easements for Wolf Creek Master Association which relate to the Stormwater Management System. In the event that the Wolf Creek Master Association ceases to exist or fails to fulfill its obligations with respect to the Stormwater Management System, then the Association shall operate, maintain and manage that portion of the Stormwater Management System located within the Property in a manner consistent with the SJRWMD permit number 4-031-91729-1 requirements and applicable SJRWMD rules and shall assist in the enforcement of the Declaration of Covenants, Conditions, Restrictions and Easements for Townhomes at Wolf Creek which relate to the Stormwater Management System.

14. It is contemplated that the Wolf Creek Master Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and

operation of the Stormwater Management System. In the event that the Wolf Creek Master Association ceases to exist or fails to fulfill its obligations with respect to the Stormwater Management System, then the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, federal and state law. In addition, the Board of Directors shall also have the right to exercise the powers and duties set forth in the Bylaws.

ARTICLE V - MEMBERSHIP

1. Every person or entity who is record owner of a fee or undivided fee interest in any Parcel, including Pulte Home Corporation, a Michigan corporation ("Developer"), and contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment by the Association.

2. The transfer of the membership of any Owner shall be established by the recording in the public records of Duval County of a deed or other instrument establishing a transfer of record title to any Parcels for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Parcel. It shall be the responsibility and obligation of the former and new Owner of the Parcel to provide such copy to the Association.

3. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Parcel owned by such Member.

ARTICLE VI - VOTING RIGHTS

The Association shall have two (2) classes of voting Members, as follows:

1. Class A. Class A Members shall be all Owners, with the exception of Developer while the Class B Membership exists. Class A Members shall be entitled to one vote for each Parcel owned, which may be cast by such member after Turnover (as hereinafter defined). When more than one person holds an interest in any Parcel, all such persons shall be Members; however, the vote for such Parcel shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Parcel. Notwithstanding the foregoing, if title to any Parcel is held by a husband and wife, either spouse may cast the vote for such Parcel unless and until a written voting authorization is filed with the Association. When title to a Parcel is in a corporation, partnership, association, trust, or other entity (with the exception of Developer), such entity shall be subject to the applicable rules and regulations contained in the Articles and Bylaws.

2. Class B. The Class B Member shall be Developer and shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

a. Three (3) months after seventy-five percent (75%) of the Parcels in the Property that will ultimately be operated by the Association have been conveyed to Class A Members.

b. On or before seven (7) years from the recording of the Declaration.

c. Such earlier date as Developer, in its sole discretion, may determine in writing.

After Turnover, the Class A Members may vote for all matters properly brought before the Association and to elect the majority of the members of the Board of Directors. After Turnover, the Developer shall have one (1) vote for each Parcel owned by Developer. For the purposes of this Article builders, contractors or others who purchase a Parcel for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A Members.

ARTICLE VII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association, provided, however, that until Turnover, the Directors need not be Members of the Association. There shall be three (3) Directors of the Association prior to Turnover. The first Board of Directors after Turnover shall include five (5) Directors, unless there are fewer than five (5) Members willing to serve on the Board of Directors, in which case the Board of Directors shall include three (3) Directors. After the first post-Turnover Board of Directors is elected, the Members may vote to increase the number of Directors on the Board of Directors to a maximum of seven (7) Directors, by amending these Articles of Incorporation in accordance with the Amendment requirements set forth in Article XII of these Articles.

The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

<u>Name</u>	<u>Address</u>
Kevin Setzer	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256
Dino Favara	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256
Linda Schaedel	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256

Until Turnover, the Board of Directors shall consist of Directors appointed by the Class B Member who shall serve until the Class B Member no longer has the right to appoint any Directors.

At the first annual meeting after Turnover, the Class A Members shall elect one-third (1/3) of the Directors to be elected by the Class A Members for a term of one (1) year, one-third (1/3) of the Directors to be elected by the Class A Members for a term of two (2) years and one-third (1/3) of the Directors to be elected by the Class A Members for a term of three (3) years (should the membership of the Board of Directors not be divisible by three, then the classes of directors should be made as

nearly equal as possible). At each annual meeting thereafter, the Members shall elect the Directors to be elected by the Class A Members for terms of three (3) years; provided however, for so long as the Class B Member has the right to appoint the minority of the Directors or at least one Director, the Class B member shall appoint and replace such persons at its sole discretion. (After Turnover and for so long as the Class B Member owns at least five percent (5%) of the Parcels within the Property, the Class B Member may appoint the minority of the Board of Directors or not less than one (1) Director). Any vacancy on the Board of Directors which is not subject to appointment by the Class B Member shall be filled for the unexpired term of the vacated office by the remaining Directors.

ARTICLE VIII - TERM OF EXISTENCE

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

ARTICLE IX - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each class of Members in accordance with the provisions of the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association is created, or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

In the event of termination, dissolution or final liquidation of the Association, any responsibility that the Association has for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

ARTICLE X - OFFICERS

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board of Directors. The names and addresses of the officers who shall serve until the first annual meeting of the Board of Directors are:

<u>Name and Title</u>	<u>Address</u>
Kevin Setzer President	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256
Dino Favara Vice President	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256
Linda Schaedel Secretary/Treasurer	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256

ARTICLE XI - BYLAWS

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or appealed in the manner set forth in the Bylaws.

ARTICLE XII - AMENDMENTS

The members of the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of sixty-six and two-thirds percent (66 2/3%) of the voting interests within the Property (Townhomes at Wolf Creek) or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present, in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these Articles that affect the rights of the SJRWMD, shall be subject to the approval of the SJRWMD. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

ARTICLE XIII - INDEMNIFICATION

This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE XIV - FHA/VA PROVISIONS

For so long as the Class B Membership exists, the annexation of additional properties, the mortgaging of any part of the Common Property, any amendment to these Articles of Incorporation, the merger or consolidation of the Association with other property owners associations, and the dissolution of the Association shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or VA is the insurer of any Mortgage encumbering any Parcel within the Property.

ARTICLE XV - SUBSCRIBER

The name and address of the Subscriber of the corporation is:

Kevin Setzer
5210 Belfort Road South, Suite 400
Jacksonville, Florida 32256

For the purpose of forming this Association under the laws of the State of Florida, the undersigned has executed these Articles of Incorporation this _____ day of June, 2004.

**WOLF CREEK TOWNHOME OWNERS'
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: _____
Kevin Setzer
Its President

1940832_v1

**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA
FLORIDA NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Wolf Creek Townhome Owners' Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, has named May Management Services, Inc., whose address is 10036 Sawgrass Drive, West, Suite 1, Ponte Vedra Beach, Florida 32082 as its agent to accept service of process within Florida.

**WOLF CREEK TOWNHOME OWNERS'
ASSOCIATION, INC.,** a Florida not-for-profit
corporation

By: _____
Kevin Setzer
Its President

Date: _____

Having been named to accept service of process for the above-stated corporation, at the place designated in the certificate, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

MAY MANAGEMENT SERVICES, INC.

By: _____
Name: _____
Title: _____

Date: _____

1940832_v1

EXHIBIT C

**BYLAWS
OF
WOLF CREEK TOWNHOME OWNERS' ASSOCIATION, INC.**

ARTICLE I - NAME AND LOCATION

The name of the corporation is WOLF CREEK TOWNHOME OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 5210 Belfort Road South, Suite 400, Jacksonville, Florida 32256, but meetings of Members and directors may be held at such places within Duval County, Florida, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

All capitalized terms set forth herein, except as specifically set forth herein, shall have the same meaning and definition as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Townhomes at Wolf Creek to be recorded in the public records of Duval County, Florida, as such may be modified and supplemented from time to time ("Declaration").

ARTICLE III - MEETING OF MEMBERS

Section 1. **Annual Meetings.** The regular meetings of the Members shall be held on a designated day of November of each year hereafter, at the hour designated by the Board of Directors in the notice provided hereinbelow.

Section 2. **Special Meeting.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership. Business conducted at a special meeting is limited to the purposes described in the meeting notice.

Section 3. **Notice of Meeting.**

a. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting by hand delivery to each Lot, by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association for the purpose of notice (or to the last address supplied by the Member to the Association), or by electronically transmitting (to those Members who consent to receive notice by electronic transmission) a copy of such notice to the Member's electronic mailing address last appearing on the books of the Association for the purpose of notice at least fifteen (15) days but no more than ninety (90) days before such meeting, to each Member entitled to vote thereat. Said notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

b. Any Member may waive such notice by a writing signed by such Member, and such waiver, when filed in the records of the Association before, at or after the holding of the meeting, shall constitute notice to such Member. Attendance of a Member at a meeting, either in person or by proxy, constitutes waiver of notice and waiver of any and all objection to the place of meeting, the time of meeting, or the manner in which it has been called or convened, unless the Member attends the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs.

Section 4. Voting. Members shall be entitled to such votes as more fully set forth in the Articles. Matters shall be deemed approved if approved by a majority of votes represented at a duly noticed meeting at which a quorum is present in person or by proxy. Decisions that require a vote of the Members must be made by the concurrence of Members holding at least a majority of the votes present in person or by proxy, represented at a meeting at which a quorum has been attained in person or by proxy.

Section 5. Quorum. The presence at the meeting of Members or proxies entitled to vote thirty percent (30%) of the votes of Membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be dated, state the date, time, and place of the meeting for which it was given and be signed by the person authorized to give the proxy. A proxy may permit the holder to appoint in writing a substitute holder. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Proxies need not be notarized.

Section 7. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted, the meeting and vote may be dispensed with if the applicable percentage of the Members who would have been required to vote upon the action if such meeting were held, shall consent in writing to such action being taken. Any such consent shall be distributed in accordance with the rules and regulations adopted by the Board of Directors and an executed copy shall be placed in the minute book.

Section 8. Order of Business. The order of business at the annual meeting of Members shall be as follows:

- a. Call to order;
- b. Calling of the roll and certifying proxies;
- c. Proof of notice of meeting or waiver of notice;
- d. Reading and disposal of unapproved minutes;
- e. Election or appointment of inspectors of election;
- f. Nomination and election of Board of Directors;
- g. Reports;
- h. Unfinished business; and
- i. Adjournment.

Section 9. Adjournment. The adjournment of an annual or special meeting to a different date, time or place must be announced at that meeting before adjournment is taken or notice must be given of the new time, date or place in the same manner as notice is given for such meeting. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. Number of Directors. The affairs of the Association shall be managed by a Board of Directors. There shall be three (3) Directors of the Association prior to Turnover. The first Board of Directors after Turnover shall include five (5) Directors, unless there are fewer than five (5)

Members willing to serve on the Board of Directors, in which case the Board of Directors shall include three (3) Directors. After the first post-Turnover Board of Directors is elected, the Members may vote to increase the number of Directors on the Board of Directors to a maximum of seven (7) Directors, by amending the Articles of Incorporation in accordance with the Amendment requirements set forth in Article XII of the Articles. Until the Class B Membership has terminated, the Directors need not be Members of the Association. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles of Incorporation of the Association and herein.

Section 2. Method of Nomination. Until Turnover (as more fully defined in the Declaration), the Board of Directors shall consist of Directors appointed by the Class B Member. After Turnover, the persons to be elected by the Class A Members shall be made by a nominating committee or from the floor by Members at the annual meeting.

Section 3. Election. After Turnover, the Members may cast one (1) vote for each Parcel or Reconfigured Parcel owned in respect to each vacancy. An election shall be by secret written ballot. Cumulative voting is not permitted. The election of Directors shall take place at the annual meeting and Members may vote in person at a meeting or by ballot that the Member personally casts prior to such meeting. Those persons receiving the largest number of votes shall be elected. At the first annual meeting after Turnover, the Class A Members shall elect one third (1/3) of the Directors to be elected by the Class A Members for a term of one (1) year, one third (1/3) of the Directors to be elected by the Class A Members for a term of two (2) years and one third (1/3) of the Directors to be elected by the Class A Members for a term of three (3) years (should the membership of the Board of Directors not be divisible by three, then the classes of Directors shall be made as nearly equal as possible). Thereafter, all Directors to be elected by the Class A Members shall be elected for a three (3) year term, it being the intent that the terms of the Directors should be staggered. Provided however, for so long as the Class B Member has the right to appoint the minority of the Directors or at least one (1) Director, the Class B Member shall appoint and replace such persons at its sole discretion. Notwithstanding the foregoing, each Director elected at the turnover meeting to serve a one (1) year term shall serve until the first annual meeting following the turnover meeting; provided however that if such period shall be less than six (6) months, such directors shall serve until the second annual meeting following the turnover meeting.

Section 4. Resignation and Removal. A Director may resign at any time by delivery of a written notice to the Board of Directors, its chairman or secretary. The unexcused absence of a Director from three consecutive regular meetings of the Board of Directors shall be deemed a resignation. Any Director elected by the Class A Members may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association voting at a duly noticed meeting at which a quorum is present, in person or by proxy. No director appointed by the Class B Member shall be removed except by the Class B Member. A resignation is effective when notice is delivered, unless notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. To the extent permitted by law, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 7. Failure to Fill Vacancies. If there is a failure to fill vacancies on the Board of Directors sufficient to constitute a quorum of Directors in accordance with these Bylaws, any Member may apply to the Circuit Court of Duval County, Florida, for the appointment of a receiver to manage the affairs of the Association by certified or registered mail. At least thirty (30) days before applying to the circuit court, the Member shall mail to the Association and post in a conspicuous place on the Common Property a notice describing the intended action, giving the Association thirty (30) days to fill the vacancies. If during such time the Association fails to fill a sufficient number of the vacancies so that a quorum can be assembled, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, attorney's fees and all other expenses of the receivership. The receiver has all powers and duties of a duly constituted board of directors and shall serve until the Association fills sufficient vacancies so that a quorum can be assembled.

ARTICLE V - MEETING OF DIRECTORS

Section 1. Organizational Meeting. The newly elected Board of Directors shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board of Directors, and shall be open to all Members. Except that meeting between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege may be closed to Members.

Notice of the meetings of the Directors shall be posted on the Common Property at least forty-eight (48) hours in advance, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Common Property, the notice of Board of Director meetings shall be mailed, delivered or electronically transmitted (if such Member has consented to receive notice by electronic transmission) to each Member at least seven (7) days in advance, except in an emergency. Notice of any meeting in which Assessments against Parcels are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. A meeting at which a quorum of the Directors is present shall be deemed to be a meeting. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Members is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors when corporate action is taken is deemed to have assented unless he or she objects, at the beginning of the meeting or promptly upon his arrival, to the holding of the meeting or transacting of specified affairs at the meeting, or unless he or she votes against or abstains from the action taken.

Section 5. Voting. Directors may not vote by proxy or by secret ballot at Board of Director meetings, except that secret ballots may be used in the election of officers.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers of the Association as set forth in the Articles.

Section 2. Duties. It shall be the duty of the Board of Directors to perform the following:

a. Cause to be kept a complete record of all its corporate affairs, including minutes of all meetings of Members and of the Board of Directors, in a businesslike manner, and present an annual statement thereof to the Members. Minutes of all meetings of Members and the Board of Directors must be maintained for at least seven (7) years in a written form or in another form that can be converted into written form in a reasonable time and shall be available for inspection by Members or their authorized representatives and Board of Directors members, at reasonable times and for a proper purpose. A vote or abstention from voting on each matter for each Director present at a Board of Directors meeting must be recorded in the minutes.

b. Supervise all officers, agents and employees of the Association and see that their duties are properly performed.

c. Issue, or authorize its agent to issue, upon demand by any Member, a certificate setting forth whether or not any Assessment has been paid and giving evidence thereof for which a reasonable charge may be made by the Association or by its authorized agent.

d. Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such account on behalf of the Association, and cause such persons to be bonded as the Board of Directors deems appropriate in its sole discretion.

e. Prepare the proposed annual budget, submit the same to the Membership for comments, and approve the annual budget.

f. Fix General Assessments, Special Assessments, and Parcel Assessments at an amount sufficient to meet the obligations imposed by the Declaration.

g. Annually adopt the budget and set the date or dates Assessments will be due, and decide what, if any, interest is to be applied to Assessments which remain unpaid ten (10) days after they become due.

h. Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the Assessment or of the first installment thereof.

i. Cause the lien against any Parcel for which Assessments are not paid within thirty (30) days after the due date to be foreclosed, or cause an action at law to be brought against the Owner personally obligated to pay the same.

j. Cause the Common Property and the Stormwater Management System to be maintained in accordance with the Declaration and to assure that all permits assigned to the Association are maintained in accordance with their terms.

k. Procure and maintain adequate liability and hazard insurance on the Common Property as required by the Declaration, and such other insurance as the Board of Directors deems necessary or as may be required or permitted by the Declaration.

l. Exercise architectural review or designate a committee therefore, to review all Improvements, other than the Initial Improvements, in the manner set forth in the Declaration.

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Officers.** The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Officers need not be Members of the Association.

Section 2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. Voting may be by secret ballot.

Section 3. **Term.** The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for such period, have such authority, and perform such duties as the Board of Directors may determine from time to time.

Section 4. **Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may determine from time to time.

Section 5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall be necessary to make it effective.

Section 6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. **Multiple Offices.** After Turnover, the offices of President and Secretary may not be held by the same person.

Section 8. **Duties.** The duties of the officers are as follows:

a. **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all promissory notes and contracts as the Board of Directors may approve from time to time.

b. **Vice President.** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

c. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; maintain the minute

book; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board of Directors.

d. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign any promissory notes and contracts of the Association; keep proper books of account; cause an annual review of the Association books to be made by public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board of Directors and to the membership at its regular annual meetings.

ARTICLE VIII - COMMITTEES

The Association shall appoint such committees as are provided in the Declaration and shall appoint other committees as deemed appropriate in carrying out its purpose.

Meetings of committees shall be open to Members. Members of the committees may not vote by proxy or secret ballot.

ARTICLE IX - FISCAL YEAR

The Fiscal Year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first Fiscal Year shall begin on the date of incorporation.

ARTICLE X - BUDGETS AND ASSESSMENTS

Section 1. Budgets. The Association shall prepare an annual budget. The budget shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available to the Member upon request with no charge.

Section 2. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association certain Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. The Assessment shall bear interest from the date of delinquency at an interest rate equal to the highest rate allowed by law, or as otherwise determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Parcel, and interest, costs and reasonable attorney's fees of any Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Property or abandonment of his Parcel.

Section 3. Financial Reports. The Association shall prepare an annual financial report with sixty (60) days after the close of the fiscal year. The financial report shall comply with the applicable provisions of Florida Law.

ARTICLE XI - NOTICE OF TRANSFER

Prior to conveyance of any Parcel to an Owner, such Owner shall provide to the Association written notice of the party to whom the Parcel is to be conveyed together with an address for such new Owner for Association records.

ARTICLE XII - ASSOCIATION RECORDS

In accordance with the requirement of Section 617.303(4), Florida Statutes, the Official Records of the Association shall consist of:

Section 1. General Records.

- a. A copy of any plans, permits, warranties, and other items related to improvements constructed on the Common Property or other property which the Association is obligated to maintain, repair or replace.
- b. A copy of the Bylaws of the Association and of each amendment to the Bylaws.
- c. A certified copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.
- d. A copy of the Declaration of Covenants and of each amendment thereto.
- e. A copy of the current rules of the Association.
- f. A book or books that contain the minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years.
- g. A current roster of all Members and their mailing addresses, Parcel identifications, and, if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission.
- h. All current insurance policies of the Association, or a copy thereof.
- i. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility.
- j. A copy of all bids received by the Association for work to be performed, which must be retained for one (1) year.

Section 2. Financial Records. Accounting records for the Association and separate accounting records for each Parcel, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than seven (7) years. The financial records shall include, but are not limited to:

- a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current and a periodic statement of the account for each Member of the Association, designating the name and address of the Member, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

c. All tax returns, financial statements and financial reports of the Association.

d. Any other records that identify, measure, record or communicate financial information.

Section 3. Inspection and Copying of Records. The foregoing official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable rules and regulations governing the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of official records.

ARTICLE XIII - AMENDMENT

Section 1. Procedure. Until Turnover, these Bylaws may be amended by the Class B Member without the consent or joinder of any Class A Member. Thereafter, these Bylaws may be amended at a regular or special meeting of the Board of Directors by a majority vote of the Directors. Amendments to these Bylaws need only be filed in the minute book, and need not be recorded in the public records of the County.

Section 2. FHA/VA Approval. For so long as the Class B Membership exists, any amendment to these Bylaws shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or VA is the insurer of any Mortgage encumbering any Parcel within the Property, as such terms as defined within the Declaration.

Section 3. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall prevail. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall prevail.

ARTICLE XIV - SEAL

The seal of the Association is hereby adopted in the form affixed hereto including the name of the Association, the words "Corporation Not For Profit" and the year of incorporation.

ARTICLE XV - INTERPRETATION

These Bylaws have been adopted in accordance with the provisions of Chapter 617, Florida Statutes (2003) (Corporations Not for Profit) and Chapter 720, Florida Statutes (2003) (Homeowner's Associations). To the extent that the provisions of these Chapters are amended or modified in a manner that is inconsistent herewith or that expands or clarifies any provisions hereof, the amendments or modifications of the statutes shall prevail.

The foregoing Bylaws of Wolf Creek Townhome Owners' Association, Inc., a corporation not-for-profit under the laws of the State of Florida, were adopted at the first meeting of the Board of Directors on the 30 day of June 2004.

1940830_v1

Prepared by and Return to:
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Doc# 2004287746
Book: 12027
Pages: 475 - 477
Filed & Recorded
09/09/2004 12:53:53 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 13.00
TRUST FUND \$ 2.00
REC ADDITIONAL \$ 12.00

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
TOWNHOMES AT WOLF CREEK**

THIS AMENDMENT is made this 9th day of Sept., 2004, by PULTE HOME CORPORATION, a Michigan corporation ("Developer").

RECITALS:

A. Developer has subjected certain property to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Townhomes at Wolf Creek ("Declaration"), recorded in Official Records Book 11906, page 585 of the public records of Duval County, Florida (referred to herein as "Declaration").

B. Pursuant to the provisions of Article XVII.1.3. of the Declaration, the Developer has the authority, so long as it owns any of the Property as defined under the Declaration, to amend the Declaration in such a manner as the Developer may deem necessary or convenient.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. The recitals are incorporated into and made a part of this Amendment.
2. Terms not otherwise defined herein shall have the meaning set forth in the Declaration.
3. Article XVI entitled "Community Development District" in the Declaration is hereby removed and deleted from the Declaration and the terms thereof shall be of no further force or effect.
4. Article XVII entitled "General Provisions" shall be renumbered and become "Article XVI."
5. The reference in Article VII(D) of the Declaration to "Article XVII(D)" shall be amended and revised to read "Article XVI(D)."
6. The reference in Article VIII(B)(10) of the Declaration to "Article XVII(D)" shall be amended and revised to read "Article XVI(D)."
7. The reference in Article X(B) of the Declaration to "Article XVII(D)" shall be amended and revised to read "Article XVI(D)."

8. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

[Signatures are on following page]

This Amendment to the Declaration of Covenants has been duly executed on this 8th day of Sept., 2004.

PULTE HOME CORPORATION,
a Michigan corporation

By: [Signature]
Print Name: DAVID A. SMITH
Its: ATTORNEY - IN - FACT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8th day of Sept., 2004, by DAVID A. SMITH, as Attorney in Fact of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation. He/She is personally known to me or who produced as identification.

[Signature]
Print Name LINDA A. SCHAEDEL
Notary Public State of Florida
My commission expires: JUNE 25, 2005
Commission Number 00-036580

[SEAL]

2215082_v1

Prepared by and Return to:
 Melissa S. Turra, Esq.
 Holland & Knight LLP
 50 North Laura Street, Suite 3900
 Jacksonville, Florida 32202

Doc# 2004318153
 Book: 12075
 Pages: 1539 - 1541
 Filed & Recorded
 10/05/2004 03:49:26 PM
 JIM FULLER
 CLERK CIRCUIT COURT
 DUVAL COUNTY
 RECORDING \$ 13.00
 TRUST FUND \$ 2.00
 REC ADDITIONAL \$ 12.00

5 MIN. RETURN
 PHONE # 1391300

**CORRECTIVE AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS FOR
 TOWNHOMES AT WOLF CREEK**

THIS CORRECTIVE AMENDMENT ("Corrective Amendment") is made this 5 day of October, 2004, by **PULTE HOME CORPORATION**, a Michigan corporation ("Developer").

RECITALS:

A. Developer has subjected certain property to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Townhomes at Wolf Creek ("Declaration"), recorded in Official Records Book 11906, page 585 of the public records of Duval County, Florida, as amended in that certain Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Townhomes at Wolf Creek, dated September 8, 2004 and recorded on September 9, 2004 at Official Records Book 12027, page 475 of the public records of Duval County, Florida ("Amendment").

B. Pursuant to the provisions of Article XVII(I)(3) of the Declaration, the Developer has the authority, so long as it owns any of the Property as defined under the Declaration, to amend the Declaration in such a manner as the Developer may deem necessary or convenient.

C. The Developer desires to amend and restate the Amendment in its entirety and replace the Amendment with this Corrective Amendment.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. The Recitals are incorporated into and made a part of this Corrective Amendment.
2. Terms not otherwise defined herein shall have the meaning set forth in the Declaration.
3. The following language is added to the end of Article I(A)(32) Residence of the Declaration:

"The townhomes located within Hollow Run at Wolf Creek may sometimes be referred to as the 'Hollow Run Residences' and the townhomes located within Timber Run at Wolf Creek may sometimes be referred to as the 'Timber Run Residences.'"

4. Article VII(E)(4)(c) of the Declaration is amended and restated in its entirety to read as follows (revised text underlined):

"VII(E)(4)(c) Preparation and Approval of Annual Budget. Commencing December 1st of the year in which a Parcel is first conveyed to an Owner other than Developer, and on or before December 1 of each year thereafter, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Association and to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Annual Assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Owner's Annual Assessment as provided above and shall be allocated as determined by the Board of Directors, in its sole discretion, between the Hollow Run Residences and the Timber Run Residences. The Assessments for the Hollow Run Residences shall be determined by dividing the amount of the budget allocated to the Hollow Run Residences by the number of Hollow Run Residences, and the Assessments for the Timber Run Residences shall be determined by dividing the amount of the budget allocated to the Timber Run Residences by the number of Timber Run Residences."

5. Article XVI entitled "Community Development District" in the Declaration is hereby removed and deleted from the Declaration and the terms thereof shall be of no further force or effect.

6. Article XVII entitled "General Provisions" in the Declaration shall be renumbered and become "Article XVI."

7. The reference in Article VII(D) of the Declaration to "Article XVII(D)" shall be amended and revised to read "Article XVI(D)."

8. The reference in Article VIII(B)(10) of the Declaration to "Article XVII(D)" shall be amended and revised to read "Article XVI(D)."

9. The reference in Article X(B) of the Declaration to "Article XVII(D)" shall be amended and revised to read "Article XVI(D)."

10. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

[Signatures are on following page]

This Corrective Amendment to the Declaration has been duly executed on this 5th day of October, 2004.

PULTE HOME CORPORATION,
a Michigan corporation

By: Beckie Hyatt
Print Name: Beckie Hyatt
Its: Attorney in Fact

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5th day of October, 2004, by Beckie Hyatt, as Attorney in Fact of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation. He/She is ✓ personally known to me or who produced as identification.

Linda A. Schaedel
Print Name LINDA A. SCHAEDEL
Notary Public State of Florida
My commission expires: June 25, 2005
Commission Number DD-036580

[SEAL]



2289976_v1

5 MIN. RETURN
PHONE # **353-2000**

Book 12161 Page 775

Prepared by and return to:
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Doc# 2004372685
Book: 12161
Pages: 775 - 778
Filed & Recorded
11/23/2004 03:01:44 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 17.00
TRUST FUND \$ 2.50
REC ADDITIONAL \$ 16.00

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
WOLF CREEK**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOLF CREEK (the "Amendment") is made the 19th day of November, 2004, by PULTE HOME CORPORATION, a Michigan corporation (the "Developer").

RECITALS:

A. Developer has subjected certain property to the Declaration of Covenants, Conditions and Restrictions for Townhomes at Wolf Creek, recorded in Official Records Book 11906, page 585 of the public records of Duval County, Florida (the "Declaration").

B. Pursuant to the provisions of Section XVII(I)(3) of the Declaration, the Developer reserves the right, without the consent and joinder of any party to amend the Declaration to correct scrivener's errors in the Declaration.

C. The Developer desires to correct scrivener's errors contained in the legal description for the property subject to the terms and conditions of the Declaration, by amending the Declaration as more specifically described herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer declares:

1. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Declaration.

2. The legal description set forth as Exhibit A to the Declaration is amended in its entirety and replaced by the legal description attached as Exhibit A attached hereto and forming a part hereof.

3. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the Developer has caused these presents to be executed on the day and year first above written.

PULTE HOME CORPORATION,
a Michigan corporation

By: [Signature]
Print Name: Christine R Braun
Its: Attorney In Fact

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of NOVEMBER, 2004, by CHRISTINE BRAUN, as the Attorney in Fact of Pulte Home Corporation, a Michigan corporation, for and on behalf of said corporation, and who is ☒ personally known to me or ☐ has provided _____ as identification.

[SEAL]

[Signature]
NOTARY PUBLIC, State of Florida
LINDA A. SCHAEDEL
Printed Name
My Commission Expires: JUNE 25, 2005
Commission Number: DD - 036580

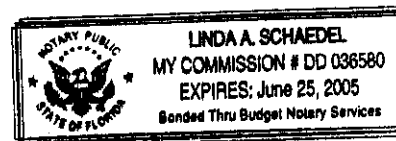


Exhibit A

OVERALL BOUNDARY

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD/STATE ROAD NO. 212, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 89°30'06" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1499.89 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE SOUTH 00°29'54" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, 1691.70 FEET; THENCE SOUTH 89°29'48" WEST, 2149.49 FEET TO A POINT LYING ON THE WESTERLY EASEMENT LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION OUTFALL DITCH EASEMENT PER BOUNDARY SURVEY BY PRIVETT & ASSOC. OF FLORIDA, INC., DATED JULY 28, 2002, DRAWING NUMBER 8-02-031(A) AND DESCRIBED AND RECORDED IN DEED BOOK 970, PAGE 350 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID WESTERLY EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES: COURSE 1) THENCE NORTH 11°36'17" WEST, 104.88 FEET; COURSE 2) THENCE NORTH 78°22'28" EAST, 15.00 FEET; COURSE 3) THENCE NORTH 11°30'26" WEST, 134.73 FEET; COURSE 4) THENCE NORTH 10°05'27" WEST, 300.89 FEET; COURSE 5) THENCE NORTH 11°17'35" EAST, 257.24 FEET; COURSE 6) THENCE NORTH 05°01'20" WEST, 308.39 FEET; COURSE 7) THENCE NORTH 18°15'52" WEST, 212.71 FEET; COURSE 8) THENCE NORTH 11°00'36" WEST, 151.42 FEET; COURSE 9) THENCE NORTH 07°15'04" WEST, 223.28 FEET; COURSE 10) THENCE NORTH 00°31'12" WEST, 124.62 FEET TO A POINT LYING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD; THENCE NORTH 89°30'07" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2313.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 88.46 ACRES, MORE OR LESS.

LESS AND EXCEPT

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5549, PAGE 247 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD/STATE ROAD NO. 212, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 89° 30' 06" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1499.89 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 00° 29' 54" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, 1691.70 FEET; THENCE SOUTH 89° 29' 48" WEST, A DISTANCE OF 862.88 FEET; THENCE NORTH 10° 26' 14" WEST, 276.38 FEET; THENCE NORTH 11° 37' 44" EAST, 116.00 FEET; THENCE NORTH 28° 18' 18" WEST, 174.00 FEET; THENCE NORTH 57° 15' 44" EAST, 229.00 FEET; THENCE RUN NORTH 07° 41' 44" EAST, 263.99 FEET; THENCE NORTH 40° 01' 16" WEST, 194.00 FEET; THENCE NORTH 33° 41' 13" WEST, 260.00 FEET; THENCE NORTH 12° 14' 21" WEST, 116.00 FEET; THENCE NORTH 00° 30' 14" WEST, 288.00 FEET TO A POINT LYING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD; THENCE NORTH 89° 30' 06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1025.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.94 ACRES, MORE OR LESS.

2412368 v1

5 MIN. RETURN
PHONE # 353 4545

Book 11697 Page 2452

Prepared by and Return to:
George H. Hodges, Jr
P.O. Box 16771
Jacksonville, Florida 32245

Doc# 2004091227
Book: 11697
Pages: 2452 - 2455
Filed & Recorded
03/19/2004 08:35:13 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 17.00
TRUST FUND \$ 2.50
DEED DOC STAMP \$ 0.70

FOR RECORDER ONLY

OUTFALL DITCH EASEMENT

THIS OUTFALL DITCH EASEMENT is made this 12th day of MARCH, 2004, by CITY NATIONAL BANK OF FLORIDA, a United States banking corporation, as Trustee under the provisions of a certain Trust Agreement dated the 2nd day of August, 1973, known as Trust No. 5196-5, with a mailing address of Post Office Box 16771, Jacksonville, Florida, 32245 ("Grantor") and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is 1109 South Marion Avenue, Lake City, Florida 32025-5874 ("Grantee").

WITNESSETH:

WHEREAS, pursuant to that certain Outfall Ditch Easement Deed, dated January 8, 1943, recorded in Deed Book 970, Page 350, Duval County, Florida Records (the "Existing Easement"), the Grantee is the holder of certain easement rights, including the right to excavate, construct and maintain outfall and drainage ditches and drains, in regard to certain real property in Duval County, Florida that is described in the Existing Easement (the "Existing Easement Parcel"); and

WHEREAS, the real property described on Exhibit "A", hereto attached and made a part hereof (the "Abandoned Easement Parcel"), is part of the Existing Easement Parcel; and

WHEREAS, the Grantor is the owner of that certain tract of parcel of land located in Duval County, Florida, more particularly described on Exhibit "B" hereto attached and made a part hereof (the "New Easement Parcel"); and

WHEREAS, the Grantor now desires to grant unto the Grantee the same easement rights in regard to the New Easement Parcel that the Grantee already holds in regard to the Existing Easement Parcel, conditioned upon the release by the Grantee of its rights in regard to the Abandoned Easement Parcel.

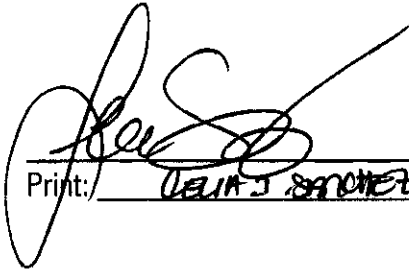
NOW, THEREFORE, in consideration of the premises, for One Dollar and other good and valuable consideration, the Grantor hereby grants and conveys to the Grantee a perpetual, non-exclusive easement, license and right to excavate, construct and maintain outfall and drainage ditches and drains, over, under, across and through the New Easement Parcel, SUBJECT, HOWEVER, to the condition that the Grantee shall release, quitclaim and convey to the then current owner of the Abandoned Easement Parcel all of its right, title and interest in and to the Abandoned Easement Parcel by recording an instrument effectuating such release in the Current Public Records of Duval County, Florida.

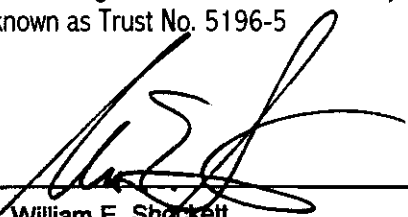
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in manner and form sufficient to bind them and have intended this instrument to be and become effective as of the day and year first above written.


(u)

WITNESSES:

CITY NATIONAL BANK OF FLORIDA, a United States banking corporation, as Trustee under the provisions of a certain Trust Agreement dated the 2nd day of August, 1973, known as Trust No. 5196-5


Print: William E. Shockett

SEAL 
Print: William E. Shockett
Title: Executive Vice President & Trust Officer


Print: Gloria Peldez-Caballero

Attest: _____
Print: _____
Title: _____

STATE OF FLORIDA

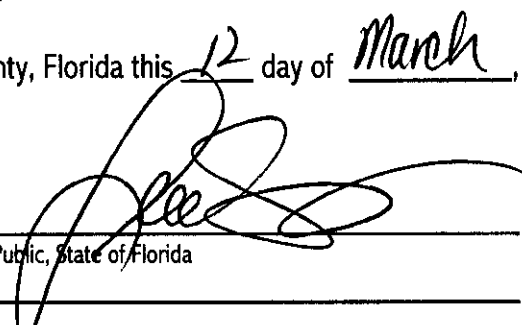
COUNTY OF DADE

CITY NATIONAL BANK OF FLORIDA EXECUTES THIS INSTRUMENT SOLELY AS TRUSTEE UNDER LAND TRUST NO. 5196-5 AND NOT INDIVIDUALLY AND NO PERSONAL JUDGEMENT OR OPINION SHALL EVER BE SOUGHT OR OBTAINED AGAINST THE SAID BANK BY REASON OF THIS INSTRUMENT

I, the undersigned, an officer duly authorized to take and certify acknowledgment of deeds in said State and County, hereby certify that before me came William E. Shockett, as Executive Vice President & Trust Officer, and _____, as _____ of CITY NATIONAL BANK OF FLORIDA, a United States banking corporation, and duly authorized to accept and execute trust within the State of Florida, as Trustee under the provision of a certain Trust Agreement dated the 2nd day of August, 1973, known as Trust No. 5196-5, that the said persons so appearing before me are the individuals and the officers aforementioned of said corporation, and who executed the foregoing deed; and that then and there, said individuals as aforesaid officers acknowledged before me that the seal affixed to said deed is the corporate seal of said corporation; that their names officially are by them respectively subscribed thereto; that said deed was signed, sealed and delivered by said corporation in the presence of two subscribing witnesses, pursuant to law, and that the same is the free act and deed of said corporation.

The above persons are personally known to me.

WITNESS my hand and seal at Miami, Dade County, Florida this 12 day of March, 2004.


Notary Public, State of Florida
Print: _____

My commission expires:

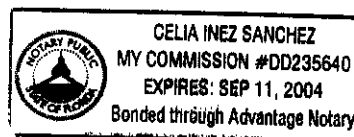
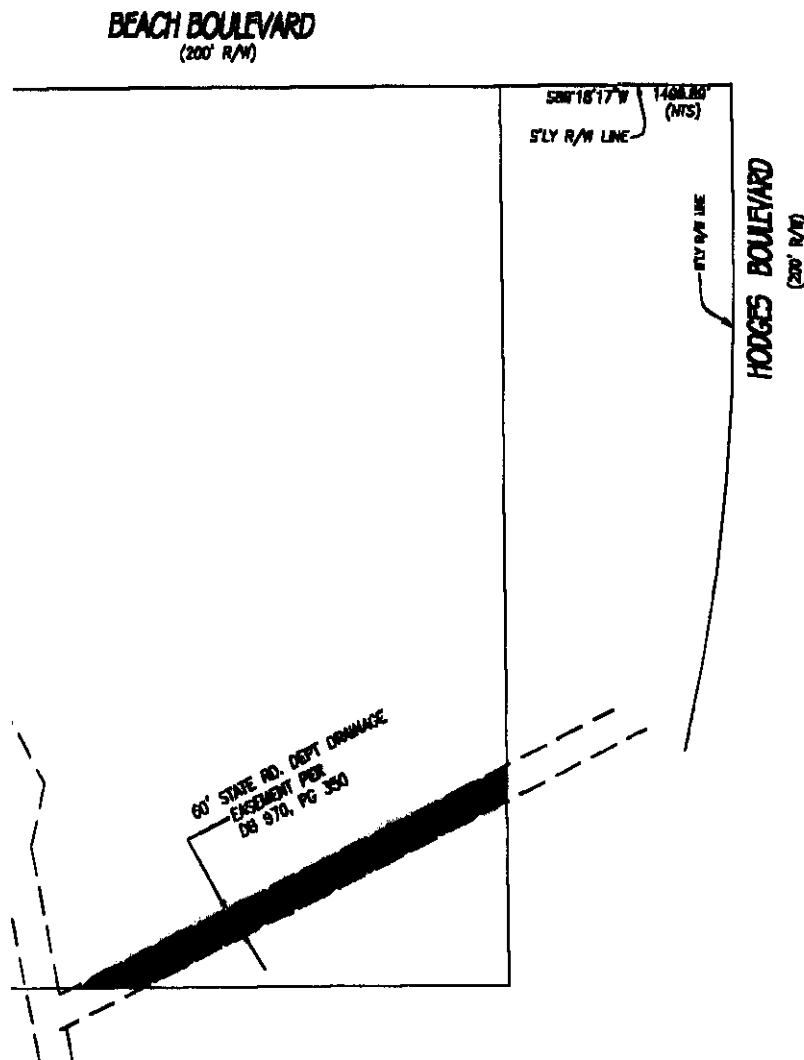


EXHIBIT "A"

LEGAL DESCRIPTION

THAT PORTION OF THE CERTAIN OUTFALL DITCH EASEMENT GRANTED BY S.&H. COMPANY, A CORPORATION, IN FAVOR OF THE STATE OF FLORIDA, DATED JANUARY 8, 1943 AND RECORDED IN DEED BOOK 970, PAGE 350, OF THE OFFICIAL PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD, (A 200-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD (A 200-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89°18'17" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1499.89 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE SOUTH 00°41'43" EAST, 1691.71 FEET; THENCE SOUTH 89°18'17" WEST, ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE AND ALONG THE NORTHERLY LINE OF "JACKSONVILLE GOLF AND COUNTRY CLUB" AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 945, 2149.33 FEET TO THE WESTERLY LINE OF 60-FOOT WIDE FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT; THENCE NORTHERLY, ALONG SAID WESTERLY EASEMENT LINE THE FOLLOWING BEARINGS AND DISTANCES, THENCE NORTH 11°46'03" WEST, 104.62 FEET; THENCE NORTH 78°13'57" EAST, 15.00 FEET; THENCE NORTH 11°46'03" WEST, 134.62 FEET; THENCE NORTH 10°17'03" WEST, 301.05 FEET; THENCE NORTH 11°05'57" EAST, 257.14 FEET; THENCE NORTH 05°11'03" WEST, 208.51 FEET; THENCE NORTH 18°29'03" WEST, 212.68 FEET; THENCE NORTH 11°11'03" WEST, 151.41 FEET; THENCE NORTH 07°26'03" WEST, 223.29 FEET; THENCE NORTH 00°42'03" WEST, 124.47 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD; THENCE NORTH 89°18'17" EAST, ALONG LAST SAID SOUTHERLY RIGHT-OF-WAY LINE, 2313.22 FEET TO THE POINT OF BEGINNING.



BEACH BOULEVARD
(200' R/W)

POINT OF
REFERENCE
INTERSECTION OF THE W'LY R/W
LINE OF HODGES BLVD WITH
THE S'LY R/W LINE
OF BEACH BLVD

SKETCH TO FOLLOW LEGAL DESCRIPTION OF
A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH
RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY,
FLORIDA AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS: FOR A POINT OF REFERENCE
COMMENCE AT THE INTERSECTION OF THE WESTERLY
RIGHT-OF-WAY LINE OF HODGES BOULEVARD, A
200-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED,
WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BEACH
BOULEVARD, A 200-FOOT RIGHT-OF-WAY AS NOW
ESTABLISHED; THENCE SOUTH 89°18'17" WEST, ALONG
SAID SOUTHERLY RIGHT-OF-WAY LINE, 1499.89 FEET;
THENCE SOUTH 00°41'43" EAST, 1275.46 FEET TO
THE NORTHWESTERLY LINE OF A 60-FOOT DRAINAGE
EASEMENT AS DESCRIBED IN DEED BOOK 970, PAGE
350 IN THE CURRENT PUBLIC RECORDS OF SAID
COUNTY AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED,
THENCE NORTH 61°59'57" EAST, ALONG LAST SAID
EASEMENT LINE, 73.07 FEET; THENCE SOUTH
14°55'38" EAST, 61.31 FEET; THENCE SOUTH
00°41'43" EAST, 470.33 FEET; THENCE SOUTH
89°18'17" WEST, 910.44 FEET; THENCE NORTH
61°59'57" EAST, ALONG THE SOUTHEASTERLY LINE OF
LAST MENTIONED DRAINAGE EASEMENT, 174.38 FEET;
THENCE NORTH 89°18'17" EAST, 675.49 FEET;
THENCE NORTH 00°41'43" WEST, 416.25 FEET TO
THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 2.32
ACRES, MORE OR LESS.

FOR: GEORGE H. HODGES, JR., AGENT

60' STATE RD. DEPT DRAINAGE
EASEMENT PER
DB 970, PG 350

POINT OF
BEGINNING

N61°59'57"E
174.38'

N89°18'17"E

675.49'

S89°18'17"W

910.44'

S89°18'17"W

1499.89'
(NTS)

S'LY R/W LINE

1275.46'
S00°41'43"E

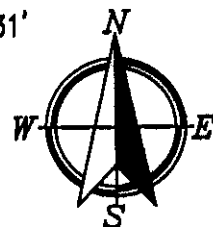
N61°59'57"E
73.07'

S14°55'38"E
61.31'

S00°41'43"E

470.33'

N00°41'43"W
416.25'



DATE: 03-10-04
SCALE: 1"=200'

HODGES BOULEVARD
(200' R/W)

NOTES:

- 1) BASIS OF BEARINGS:
VARIOUS JEA MONUMENTATION ESTABLISHING STATE PLANE
GRID COORDINATES (NATIONAL ADJUSTED 1983/1990 DATUM)
- 2) THIS IS NOT A SURVEY

PRIVETT & ASSOC.
OF FLORIDA, INC.

SURVEYORS AND LAND PLANNERS
2732 TOWNSEND BOULEVARD
JACKSONVILLE, FLORIDA, 32211
(904) 743-7658 LB NO. 4622

PARK D. PRIVETT, JR.
REGISTERED SURVEYOR NO. 2218 GA.
REGISTERED SURVEYOR & MAPPER NO. 2841 FL.
JOHN M. JAMES
REGISTERED SURVEYOR & MAPPER NO. 4774 FL.
CHARLES R. LEE
REGISTERED SURVEYOR & MAPPER NO. 5818 FL.

X 3/11-04

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA.

CASE NO: _____
DIVISION NO.: _____

11-2004-005599

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION,

Petitioner,

VS.

PULTE HOME CORPORATION, a Michigan Corporation;
CITY NATIONAL BANK OF FLORIDA f/k/a CITY NATIONAL
BANK OF MIAMI, as Trustee under Trust Agreement dated August 2, 1973 known as Land Trust No. 5196-5; and MIKE HOGAN, Tax Collector,
Defendants.

Doc# 2004265823
Book: 11991
Pages: 2449 - 2464
Filed & Recorded
08/17/2004 11:38:01 AM
JIM FULLER
CLERK, CIRCUIT COURT
DUVAL COUNTY

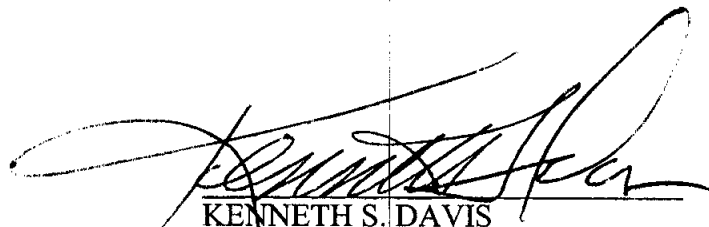
LIS PENDENS

TO ALL DEFENDANTS NAMED AND LISTED IN AN ATTACHMENT HERETO AND TO
ALL OTHERS WHOM IT MAY CONCERN:

You are hereby notified of the filing of a lawsuit by the Petitioner against you seeking to
condemn and acquire by eminent domain proceedings in accordance with Chapters 73 and 74,
Florida Statutes, as amended, the property described herein by attachment. This property is
located in the State of Florida, County of Duval.

PLEASE BE GOVERNED ACCORDINGLY.

Dated: August 12, 2004



KENNETH S. DAVIS
Florida Bar No. 198501
1109 South Marion Avenue, MS 2009
Lake City, FL 32025-5874
(386) 758-3727
Attorney for State of Florida
Department of Transportation

16

SECTION 7219C	STATE ROAD NO. 212	DUVAL COUNTY	DESCRIPTION
F.P. NUMBER 2095132			

PARCEL NUMBER 804

PERPETUAL EASEMENT

A perpetual easement for the purpose of constructing and maintaining a stormwater retention area, in, over, under, upon and through the following described land in Duval County, Florida, viz:

PART "C"

A portion of Section 2, Township 3 South, Range 28 East, Duval County, Florida, South of State Road No. 212 (Beach Boulevard) (a 200.00 foot right of way as now established).

Being more particularly described as follows:

For a point of reference commence at the North Quarter (N 1/4) corner of Section 2, Township 3 South, Range 28 East, Duval County, Florida; thence run South 88°50'06" West, along the North line of said Section 2, a distance of 137.21 feet to the **POINT OF BEGINNING**; Thence continue South 88°50'06" West, along said North line, a distance of 882.04 feet to its intersection with the East line of a 60.00 foot Florida Department of Transportation Lateral Ditch Easement as shown on Right of Way Maps for Project Number 5438-RD (376), State Road No. 212: - 7219-106, Sheet 10, Dated 12-01-41; Thence run South 00°05'13" West, along said East line, a distance of 66.39 feet; Thence North 89°54'47" West, a distance of 30.00 feet to its intersection with the East line of a 30.00 foot Florida Department of Transportation Lateral Ditch Easement as shown on Right of Way Maps for Project Number 5438-RD (376), State Road No. 212: - 7219-106, Sheet 10; Thence run South 06°10'47" East, along said East line, a distance of 115.19 feet; Thence run South 01°48'13" West, along said East line, a distance of 115.73 feet; Thence run South 40°54'47" East, along said East line, a distance of 81.68 feet; Thence run South 01°03'47" East, along said East line, a distance of 41.43 feet; Thence run South 89°59'44" East, a distance of 849.98 feet; Thence run North 00°00'14" West, a distance of 417.70 feet to the **POINT OF BEGINNING**.

Containing 8.360 Acres, more or less.

ALSO:

PART "D"

A portion of Section 2, Township 3 South, Range 28 East, Duval County, Florida, South of State Road No. 212 (Beach Boulevard) (a 200.00 foot right of way as now established).

PARCEL NUMBER : 804
SECTION NO. : 72190
F.P. NUMBER : 2095132
STATE ROAD NO. : 212
COUNTY OF : Duval

Being more particularly described as follows:

For a point of reference commence at the North Quarter (N 1/4) corner of Section 2, Township 3 South, Range 28 East, Duval County, Florida; thence run South 88°50'06" West, along the North line of said Section 2, a distance of 137.21 feet; Thence run South 00°00'14" East, a distance of 417.70 feet; Thence run North 89°59'44" West, a distance of 854.55 feet to the **POINT OF BEGINNING**; Thence continue North 89°59'44" West, a distance of 65.91 feet; Thence North 01°01'14" West, a distance of 77.66 feet to its intersection with the Southeasterly line of a 30.00 foot Florida Department of Transportation Lateral Ditch Easement as shown on Right of Way Maps for Project Number 5438-RD (376), State Road No. 212: - 7219-106, Sheet 10; Thence run South 40°54'47" East, along said West line, a distance of 102.76 feet to the **POINT OF BEGINNING**.

Containing 2,559 square feet, more or less.

BEING PART OF TAX PARCEL NO. 167068-0000.

**SUIT INFORMATION
OWNER/SUBORDINATION :**

ITEM NUMBER: 2095132
SECTION NUMBER: 72190
FAP NUMBER: N/A
STATE ROAD NUMBER: 212
COUNTY: DUVAL
PARCEL NUMBER: 804

OWNED BY: CITY NATIONAL BANK OF FLORIDA f/k/a
CITY NATIONAL BANK OF MIAMI AS TRUSTEE
UNDER TRUST AGREEMENT DATED AUGUST
2, 1973, KNOWN AS LAND TRUST NO. 5196-5

**SUBORDINATE
INTEREST :** None.

SECTION 72190 STATE ROAD NO. 212 DUVAL COUNTY DESCRIPTION
 F.P. NUMBER 2095132

PARCEL NUMBER 805

PERPETUAL EASEMENT

A perpetual easement for the purpose of constructing and maintaining a stormwater drainage pipe, ditch pavement and water retention area, in, over, under, upon and through the following described land in Duval County, Florida, viz:

A portion of Section 33, Township 2 South, Range 28 East, Duval County, Florida lying North of State Road No. 212 (Beach Boulevard) (a 200.00 foot right of way as now established).

Being more particularly described as follows:

For a point of reference commence at the intersection of the Westerly right of way line of Kernan Boulevard (a 200.00 foot right of way as now established) with the Northerly right of way line of State Road No. 212 (Beach Boulevard) (a 200.00 foot right of way as now established); Thence South 89°30'13" West, along said Northerly right of way line, a distance of 882.97 feet to the **POINT OF BEGINNING**; Thence continue South 89°30'13" West, along said Northerly right of way line, a distance of 60.00 feet to the Southeast corner of lands described in Official Records Volume 9402, Pages 154-174 of the Current Public Records of Duval County, Florida; Thence North 00°37'25" West, departing said Northerly right of way line, along the Easterly boundary of said described lands and the Northerly prolongation thereof, a distance of 562.80 feet; Thence South 89°30'13" West, a distance of 197.20 feet; Thence North 00°43'53" West, a distance of 700.00 feet; Thence North 89°30'11" East, a distance of 315.00 feet; Thence South 00°40'55" East, a distance of 700.00 feet; Thence South 89°30'13" West, a distance of 57.20 feet; Thence South 00°37'25" East, a distance of 562.80 feet to the **POINT OF BEGINNING**.

Containing 5.832 Acres, more or less.

BEING PART OF TAX PARCEL NO. 167065-0000.

**SUIT INFORMATION
OWNER/SUBORDINATION**

ITEM NUMBER: 2095132
SECTION NUMBER: 72190
FAP NUMBER: N/A
STATE ROAD NUMBER: 212
COUNTY: DUVAL
PARCEL NUMBER: 805

OWNED BY: CITY NATIONAL BANK OF FLORIDA f/k/a
CITY NATIONAL BANK OF MIAMI AS TRUSTEE
UNDER TRUST AGREEMENT DATED AUGUST
2, 1973, KNOWN AS LAND TRUST NO. 5196-5

**SUBORDINATE
INTEREST:** None.

SECTION 72190 STATE ROAD NO. 212 DUVAL COUNTY DESCRIPTION
F.P. NUMBER 2095132

PARCEL NUMBER 806

PERPETUAL EASEMENT

A perpetual easement for the purpose of constructing and maintaining a water retention area, in, over, under, upon and through the following described land in Duval County, Florida, viz:

PART "A"

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida.

Being more particularly described as follows:

For a point of reference commence at a 1/2 Inch Iron Pipe & Cap LB Number 6888 marking the East 1/4 corner of said Section 35; Thence South 00°46'14" East, along the East line of the Southeast 1/4 of said Section 35, a distance of 377.72 feet to its intersection with the Southerly right of way line of State Road No. 212 (Beach Boulevard) (a 200.00 foot right of way as now established); Thence South 89°30'13" West, departing the East line of said Section 35, and along said Southerly right of way line, a distance of 87.49 feet to its intersection with the Westerly line of a 70.00 foot Florida Department of Transportation Lateral Ditch Easement as shown on Right of Way Maps for Project Number 5438-RD (376), State Road Number 212:-7219-106, Sheet 10, Dated 12-01-41 for a **POINT OF BEGINNING**; Thence South 00°29'47" East, departing said Southerly right of way line, and along the Westerly line of said Lateral Ditch Easement, a distance of 286.49 feet; Thence South 56°10'47" East, along the Westerly line of said Lateral Ditch Easement, a distance of 107.94 feet to its intersection with the aforesaid East line of Section 35; Thence South 00°46'14" East, departing said Easement line, and along the East line of said Section 35, a distance of 502.67 feet; Thence South 89°30'14" West, departing the East line of said Section 35, a distance of 391.56 feet; Thence North 00°29'46" West, a distance of 850.00 feet to its intersection with aforesaid Southerly right of way line of State Road No. 212 (Beach Boulevard); Thence North 89°30'13" East, along said Southerly right of way line, a distance of 300.00 feet to the **POINT OF BEGINNING**.

Containing 6.959 Acres, more or less.

ALSO:

PART "B"

PARCEL NUMBER : 806
SECTION NO. : 72190
F.P. NUMBER : 2095132
STATE ROAD NO. : 212
COUNTY OF : Duval

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida.

Being more particularly described as follows:

For a point of reference commence at a 1/2 Inch Iron Pipe & Cap LB Number 6888 marking the East 1/4 corner of said Section 35; Thence South 00°46'14" East, along the East line of the Southeast 1/4 of said Section 35, a distance of 377.72 feet to its intersection with the Southerly right of way line of State Road No. 212 (Beach Boulevard) (a 200.00 foot right of way as now established), and to the **POINT OF BEGINNING**; Thence South 89°30'13" West, departing the East line of said Section 35, and along said Southerly right of way line, a distance of 17.49 feet to its intersection with the Easterly line of a 70.00 foot Florida Department of Transportation Lateral Ditch Easement as shown on Right of Way Maps for Project Number 5438-RD (376), State Road Number 212:-7219-106, Sheet 10, Dated 12-01-41; Thence South 00°29'47" East, along the Easterly line of said Lateral Ditch Easement, a distance of 249.51 feet; thence South 56°10'47" East, along the Easterly line of said Lateral Ditch Easement, a distance of 22.69 feet to its intersection with the aforesaid East line of Section 35; Thence North 00°46'14" West, departing said Easterly line, and along the East line of said Section 35, a distance of 262.31 feet to the **POINT OF BEGINNING**.

Containing 4631 square feet, more or less.

BEING PART OF TAX PARCEL NO. 167068-0000.

**SUIT INFORMATION
OWNER/SUBORDINATION**

ITEM NUMBER: 2095132
SECTION NUMBER: 72190
FAP NUMBER: N/A
STATE ROAD NUMBER: 212
COUNTY: DUVAL
PARCEL NUMBER: 806

OWNED BY: CITY NATIONAL BANK OF FLORIDA f/k/a
CITY NATIONAL BANK OF MIAMI AS TRUSTEE
UNDER TRUST AGREEMENT DATED AUGUST
2, 1973, KNOWN AS LAND TRUST NO. 5196-5

**SUBORDINATE
INTEREST:** None.

SECTION 72190 STATE ROAD NO. 212 DUVAL COUNTY DESCRIPTION
F.P. NUMBER 2095132

PARCEL NUMBER 808

PERPETUAL EASEMENT

A perpetual easement for the purpose of constructing and maintaining a stormwater drainage pipe and associated drainage structures, in, over, under, upon and through the following described land in Duval County, Florida, viz:

PART "A"

A parcel of land in Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Westerly right-of-way line of Hodges Boulevard (a 200.00 foot right-of-way as now established) with the Southerly existing right-of-way line of State Road No. 212 (Beach Boulevard) (a 200.00 foot right-of-way as now established); thence run South 89°30'13" West, along said Southerly existing right-of-way line, a distance of 1,499.89 feet to the **POINT OF BEGINNING**; thence North 89°30'13" East, along said Southerly existing right-of-way line, a distance of 71.86 feet; thence South 11°48'00" West, a distance of 337.42 feet; thence North 00°29'47" West, a distance of 329.68 feet to the **POINT OF BEGINNING**.

Containing 11,845 square feet, more or less.

ALSO:

PART "B"

A parcel of land in Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Westerly right-of-way line of Hodges Boulevard (a 200.00 foot right-of-way as now established) with the Southerly existing right-of-way line of State Road No. 212 (Beach Boulevard) (a 200.00 foot right-of-way as now established); thence run South 89°30'13" West, along said Southerly existing right-of-way line, a distance of 1,499.89 feet; thence South 00°29'47" East, a distance of 985.96 feet to the **POINT OF BEGINNING**; thence South 14°43'42" East, a distance of 266.87 feet to the Northwesterly line of a 60.00 foot Florida Department of Transportation Lateral Ditch Easement as shown on right-of-way maps for Project Number 5438-RD(376), State Road No. 212, Section 7219-106, Sheet No. 10; thence South 62°12'13" West, along said

PARCEL NUMBER : 808
SECTION NO. : 72190
F.P. NUMBER : 2095132
STATE ROAD NO. : 212
COUNTY OF : Duval

Northwesterly line, a distance of 11.69 feet; thence South 89°30'13" West, a distance of 55.22 feet; thence North 00°29'47" West, a distance of 264.04 feet to the POINT OF BEGINNING.

Containing 8,809 square feet, more or less.

BEING PART OF TAX PARCEL No. 167068-0000.

**SUIT INFORMATION
OWNER/SUBORDINATION**

ITEM NUMBER: 2095132
SECTION NUMBER: 72190
FAP NUMBER: N/A
STATE ROAD NUMBER: 212
COUNTY: DUVAL
PARCEL NUMBER: 808

OWNED BY: CITY NATIONAL BANK OF FLORIDA f/k/a
CITY NATIONAL BANK OF MIAMI AS TRUSTEE
UNDER TRUST AGREEMENT DATED AUGUST
2, 1973, KNOWN AS LAND TRUST NO. 5196-5

**SUBORDINATE
INTEREST:** None

SECTION 72190	STATE ROAD NO. 212	DUVAL COUNTY	DESCRIPTION
F.P. NUMBER 2095132			

PARCEL NUMBER 809

PERPETUAL EASEMENT

A perpetual easement for the purpose of constructing and maintaining a stormwater drainage pipe and associated drainage structures, in, over, under, upon and through the following described land in Duval County, Florida, viz:

A parcel of land in Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Westerly right-of-way line of Hodges Boulevard (a 200.00 foot right-of-way as now established) with the Southerly existing right-of-way line of State Road No. 212 (Beach Boulevard) (a 200.00 foot right-of-way as now established); thence run South 89°30'13" West, along said Southerly existing right-of-way line, a distance of 1,499.89 feet to the **POINT OF BEGINNING**; thence South 00°29'47" East, a distance of 1,278.50 feet to the Northwesterly line of a 60.00 foot Florida Department of Transportation Lateral Ditch Easement as shown on the right-of-way maps for Project Number F438-RD(376), State Road No. 212, Section 7219-106, Sheet No. 10; thence South 62°12'13" West, along said Northwesterly line, a distance of 8.29 feet; thence North 14°43'42" West, a distance of 295.43 feet; thence North 00°29'47" West, a distance of 674.88 feet; thence North 11°48'00" East, a distance of 328.60 feet to said Southerly existing right-of-way line; thence North 89°30'13" East, along said Southerly existing right-of-way line, a distance of 10.02 feet to the **POINT OF BEGINNING**.

Containing 1.858 acres, more or less.

BEING TAX PARCEL NO.

**SUIT INFORMATION
OWNER/SUBORDINATION**

ITEM NUMBER: 2095132
SECTION NUMBER: 72190
FAP NUMBER: N/A
STATE ROAD NUMBER: 212
COUNTY: DUVAL
PARCEL NUMBER: 809

OWNED BY: PULTE HOME CORPORATION, A
MICHIGAN CORPORATION.

**SUBORDINATE
INTEREST:** None

DOT VS. PULTE HOME CORPORATION, a Michigan Corporation, et al
Item #2095132
Parcels 804, 805, 806, 808 and 809
SR 212 - Duval County

SERVICE LIST

PARCEL 804

**CITY NATIONAL BANK OF FLORIDA f/k/a
CITY NATIONAL BANK OF MIAMI, as Trustee
Under Trust Agreement dated August 2, 1973
known as Land Trust No. 5196-5
Thomas B. Brady, as President
25 West Flagler Street
Miami, Florida 33130**

PARCEL 805

**CITY NATIONAL BANK OF FLORIDA f/k/a
CITY NATIONAL BANK OF MIAMI, as Trustee
Under Trust Agreement dated August 2, 1973
known as Land Trust No. 5196-5
Thomas B. Brady, as President
25 West Flagler Street
Miami, Florida 33130**

PARCEL 806

**CITY NATIONAL BANK OF FLORIDA f/k/a
CITY NATIONAL BANK OF MIAMI, as Trustee
Under Trust Agreement dated August 2, 1973
known as Land Trust No. 5196-5
Thomas B. Brady, as President
25 West Flagler Street
Miami, Florida 33130**

PARCEL 808

**CITY NATIONAL BANK OF FLORIDA f/k/a
CITY NATIONAL BANK OF MIAMI, as Trustee
Under Trust Agreement dated August 2, 1973
known as Land Trust No. 5196-5
Thomas B. Brady, as President
25 West Flagler Street
Miami, Florida 33130**

PARCEL 809

**PULTE HOME CORPORATION, a Michigan Corporation
CT Corporation System, as Registered Agent
1200 S. Pine Island Road
Plantation, Florida 33324**

ALL PARCELS

**MIKE HOGAN
Duval County Tax Collector
231 E. Forsyth Street
Jacksonville, Florida 32202**

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA.

CASE NO: _____

DIVISION NO.: _____
12-0000-CA-005599

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION,

Petitioner,

VS.

PULTE HOME CORPORATION, a Michigan Corporation;
CITY NATIONAL BANK OF FLORIDA f/k/a CITY NATIONAL
BANK OF MIAMI, as Trustee under Trust Agreement dated August 2,
1973 known as Land Trust No. 5196-5; and MIKE HOGAN, Tax Collector,

Defendants.

DIVISION CV-A

Doc# 2004273493
Book: 12004
Pages: 407 - 409
Filed & Recorded
08/24/2004 02:55:12 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY

CONSENT ORDER OF TAKING AND DISTRIBUTION
(Parcels 804, 805, 806, 808 and 809)

This cause coming on to be heard by the Court, on the consent of Petitioner, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, and Defendant-owners, PULTE HOME CORPORATION, a Michigan Corporation and CITY NATIONAL BANK OF FLORIDA, f/k/a CITY NATIONAL BANK OF MIAMI, as Trustee Under Trust Agreement dated August 2, 1973 known as Land Trust No. 5196-5, and the Court being fully advised in the premises, upon consideration, it is, therefore,

ADJUDGED:

1. That the Court has and shall maintain jurisdiction of the subject matter and the parties to this cause.
2. That the pleadings in this cause are sufficient and the Petitioner is properly exercising its delegated authority.

FILED 08/19/04 PM 05:01 JIM FULLER

3

3. That the estimate of value filed in this cause by the Petitioner was made in good faith, and based upon a valid appraisal.

4. That upon the payment of the deposit hereinafter specified into the Registry of this Court, the right, title or interest specified in the Petition as described herein shall vest in the Petitioner.

5. That the deposit of money will secure the persons lawfully entitled to the compensation which will be ultimately determined by final judgment of this Court.

6. That the sum of money to be deposited in the Registry of the Court within twenty (20) days of the entry of this Order shall be in the amount of SIX MILLION THREE HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED AND NO/100 (\$6,335,200.00) DOLLARS, which the Clerk of this Court is ordered to pay to PULTE HOME CORPORATION, a Michigan Corporation and CITY NATIONAL BANK OF FLORIDA, f/k/a CITY NATIONAL BANK OF MIAMI, as Trustee Under Trust Agreement dated August 2, 1973 known as Land Trust No. 5196-5, c/o Paul M. Harden, Esquire, 1301 Riverplace Boulevard, Suite 2601, Jacksonville, Florida 32207.

7. That on deposit, as set forth above and without further notice or order of this Court, the Petitioner shall be entitled to possession of the property described in the Petition.

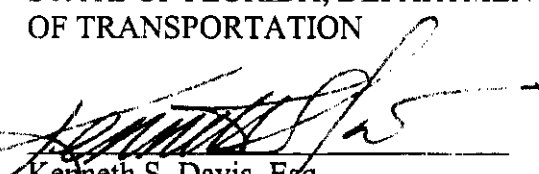
DONE AND ORDERED this 18th day of August, 2004, in the City of Jacksonville, County of Duval, State of Florida.


CIRCUIT JUDGE

CONSENT


The parties hereto consent to the entry of the foregoing Consent Order of Taking and Distribution.

STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION



Kenneth S. Davis, Esq.
Fla. Bar I.D. No.: 198501
Kenneth S. Davis, Esq.
Fla. Bar I.D. No.: 198501
1109 S. Marion Avenue, MS2009
Lake City, FL 32025-5874

PULTE HOME CORPORATION and
CITY NATIONAL BANK



Paul M. Harden
Fla. Bar I.D. No.:
1301 Riverplace Boulevard, Suite 2601
Jacksonville, FL 32207
904/396-5731
Attorneys for Pulte Home Corporation and
City National Bank

Copies to:

Kenneth S. Davis, Esq.
Department of Transportation
1109 S. Marion Avenue, MS 2009
Lake City, FL 32056-5874

Paul M. Harden, Esquire
1301 Riverplace Boulevard, Suite 2601
Jacksonville, FL 32207

5 MIN. RETURN
PHONE # **855-4100**

STATE OF FLORIDA

COUNTY OF Duval

BELLSOUTH

Doc# 2004334234
Book: 12100
Pages: 1191 - 1193
Filed & Recorded
10/18/2004 09:51:22 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 13.00
TRUST FUND \$ 2.00
DEED DOC STAMP \$ 0.70
REC ADDITIONAL \$ 12.00

Preparer's name:
Steve Wylie
BellSouth Telecommunications, Inc.
9209 Mayden Road
Jacksonville FL 32218

RECORD & RETURN TO:
LINDA JONES
TRUEVANCE
3633 Andrew Jackson Drive
Pace, Florida 32571

EASEMENT

For and in consideration of Ten and 00/100 dollars (\$ 10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, INC.**, a Georgia corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book _____, page _____, Duval County, Florida Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 35, Township 2 South, Range 28 East, Meridian, Duval County, State of Florida, consisting of a (strip) (parcel) of land **BLANKET EASEMENT**

SEE ATTACHED EXHIBIT "A"

The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

In witness whereof, the undersigned has/have caused this instrument to be executed on the 14 day of September, 2004.

Signed, sealed, and delivered in the presence of:

Smale E. Trinkle
 Witness
Smale E. Trinkle
 Printed name
Denise Downey
 Witness
Denise Downey
 Printed name

Pulte HOMES Corporation

Name of Corporation

By: David A. Smith
 Printed name: David A. Smith

Title: Division President

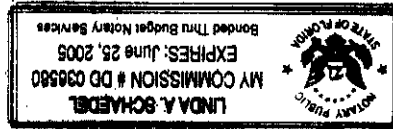
Attest: _____

State of Florida
 County of Duval

I HEREBY CERTIFY that DAVID A. SMITH personally appeared before me and acknowledged that he/she was the same. The foregoing instrument was acknowledged before me this 14th day of September, 2004, by DAVID A. SMITH - Attorney in fact (name and title of officer) of PULTE HOMES (name of corporation), a MICHIGAN corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 14th day of September, 2004.

Linda A. Schaefer
 Notary Public
LINDA A. SCHAEFER
 Print Name
DD-036580
 Commission Number



My Commission Expires:
JUNE 25, 2005

Grantor's Address:
5210 Belfort Rd.
Suite 400
Jacksonville, FL 32256

Grantee's Address
BellSouth Telecommunications, Inc.
9209 Hayden Road
Jacksonville, FL 32218

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

District	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plot Number	RWID
Approval	Title		

EXHIBIT "A"
Legal Description for Pulte - Beach & Hodges
Wolf Creek Multifamily Residential Development

Surveyor's Description

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 1499.89 feet to the Point of Beginning.

From said Point of Beginning, thence South $00^{\circ}29'54''$ East, departing said Southerly right of way line, 1691.70 feet to its intersection with the Easterly prolongation of the Northerly line of those lands described and recorded in Official Records Volume 6396, page 945 of the current public records of said Duval County; thence South $89^{\circ}30'06''$ West, along said Easterly prolongation and along said Northerly line, 2149.33 feet to its intersection with the Easterly line of those lands described and recorded in Official Records Volume 10772, page 1362 of said public records; thence Northwesterly and Northeasterly, along said Easterly line, the following ten (10) courses: (1) thence North $11^{\circ}34'14''$ West, 104.62 feet; (2) thence North $78^{\circ}25'46''$ East, 15.00 feet; (3) thence North $11^{\circ}34'14''$ West, 134.62 feet; (4) thence North $10^{\circ}05'14''$ West, 301.05 feet; (5) thence North $11^{\circ}17'46''$ East, 257.14 feet; (6) thence North $04^{\circ}59'14''$ West, 208.51 feet; (7) thence North $18^{\circ}17'14''$ West, 212.68 feet; (8) thence North $10^{\circ}59'14''$ West, 151.41 feet; (9) thence North $07^{\circ}14'14''$ West, 223.29 feet; (10) thence North $00^{\circ}30'14''$ West, 124.47 feet to a point lying on said Southerly right of way line of Beach Boulevard; thence North $89^{\circ}30'06''$ East, along said Southerly right of way line, 2313.22 feet to the Point of Beginning.

Containing 86.45 acres, more or less.

Book 12100 Page 1194

5 MIN. RETURN
PHONE # **685-4100**

STATE OF FLORIDA

COUNTY OF Duval

BELLSOUTH

Doc# ~~2004334235~~
Book# ~~12100~~
Pages ~~1194 - 1197~~
Filed & Recorded
18/18/2004 09:51:22 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 10.00
TRUST FUND \$ 2.00
RECORDING FEE \$ 0.00
REC-ADDITIONAL \$ 10.00

Preparer's name:
Steve Willie
BellSouth Telecommunications, Inc
9209 Hayden Road
Jacksonville, FL 32218

RECORD & RETURN TO:
LINDA JONES
TRUEVANCE
2783 Segrest Road
Pace, FLORIDA 32571

EASEMENT

For and in consideration of Ten and 00/100 dollars (\$ 10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, INC.**, a Georgia corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book _____, page _____, Duval County, Florida Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 35, Township 2 South, Range 28 East, Meridian, Duval County, State of Florida, consisting of a (strip) (parcel) of land

SEE ATTACHED EXHIBIT "A" (SURVEY)

The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

Doc# ~~2004334235~~
Book# ~~12100~~
Pages ~~1194 - 1197~~
Filed & Recorded
18/18/2004 09:51:22 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 17.00
TRUST FUND \$ 2.50
RECORDING FEE \$ 10.00

In witness whereof, the undersigned has/have
caused this instrument to be executed on the
27th day of Sept, 2004.

Signed, sealed, and delivered
in the presence of:

Sarah E Trinkle

Witness
Sarah E Trinkle

Printed name
Robert A. Deal

Witness
[Signature]

Printed name
[Signature]

PULTE HOMES Corporation

(Name of Corporation)

By: [Signature]
Printed name: DAVID A. SMITH

Title: Attorney-in-Fact

Attest: _____

State of Florida
County of DUVAL

I HEREBY CERTIFY that DAVID A. Smith personally appeared before me and acknowledged
that he/she was the same. The foregoing instrument was acknowledged before me this 27th day of Sept,
2004, by DAVID A. SMITH (name and title of officer) of
PULTE HOMES (name of corporation), a MICHIGAN
corporation, on behalf of the corporation. He/she is personally known to me or has produced
_____ as identification and did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 27th day of
Sept, 2004.

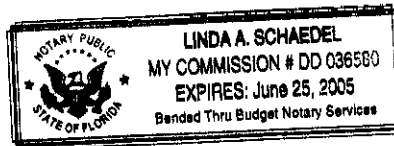
[Signature]

Notary Public
LINDA A. SCHAEDEL

Print Name
DD 036580

Commission Number

My Commission Expires:
June 25, 2005



Grantor's Address:
5210 Belfort Rd #400
Jacksonville, FL 32256

Grantee's Address
BellSouth Telecommunications, Inc.
9209 Hauden Road
Jacksonville, FL 32218

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

District	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plot Number	RWID
Approval			Title



MAP SHOWING A SKETCH OF :
A BELLSOUTH EASEMENT OVER A PORTION OF PROPERTY BELONGING TO
THE WOLF CREEK MULTIFAMILY RESIDENTIAL DEVELOPMENT,
LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF JACKSONVILLE,
FLORIDA, AND BEING A PART OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.
(SEE SHEET 2 OF 2 FOR SKETCH OF PARCEL)

SHEET 1 OF 2
(SURVEY NOT VALID WITH-
OUT ACCOMPANYING SHEET)

PROPOSED BELLSOUTH EQUIPMENT EASEMENT 1 (LEGAL DESCRIPTION)

A certain parcel of land, being a portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South 89°30'06" West, along said Southerly right of way line, 1499.89 feet to the Northeasterly corner of the Wolf Creek Multifamily Residential Development; thence, departing said Southerly right of way line, South 00°29'54" East, along the Easterly line of the Wolf Creek Multifamily Residential Development, a distance of 719.33 feet to a point; thence, departing said Easterly line, perpendicular thereto, South 89°30'06" West, a distance of 989.74 feet to the Point-of-Beginning of the Bellsouth Equipment Easement, being the Easterlymost corner thereof; thence continue South 47°45'37" West, a distance of 30.00 feet to the Southerlymost corner; thence North 42°14'23" West, a distance of 30.00 feet to the Westerlymost corner of subject easement; thence North 47°45'37" East, 30.00 feet to the Northerlymost corner of said easement; thence South 42°14'23" East, a distance of 30.00 feet to the Point-of-Beginning. Subject parcel, thus described, contains 900.00 square feet, more or less.

PROPOSED BELLSOUTH ACCESS EASEMENT 1 (LEGAL DESCRIPTION)

A certain parcel of land, being a portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South 89°30'06" West, along said Southerly right of way line, 1499.89 feet to the Northeasterly corner of the Wolf Creek Multifamily Residential Development; thence, departing said Southerly right of way line, South 00°29'54" East, along the Easterly line of the Wolf Creek Multifamily Residential Development, a distance of 719.33 feet to a point; thence, departing said Easterly line, perpendicular thereto, South 89°30'06" West, a distance of 989.74 feet to a point; thence continue South 47°45'37" West, a distance of 30.00 feet to the Easterlymost corner of subject easement and the Point-of-Beginning; thence continue South 47°45'37" West, a distance of 10.00 feet to the Southerlymost corner of subject easement; thence North 42°14'23" West, 10.00 feet to the Westerlymost corner of said easement; thence North 47°45'37" East, a distance of 10.00 feet to the Northerlymost corner thereof; thence South 42°14'23" East, a distance of 10.00 feet to the Point-of-Beginning. Subject parcel, thus described, contains 100.00 square feet, more or less.

ATLANTIC ~ GULF SURVEYING CO.
LAND & ENGINEERING SURVEYS
LICENSED BUSINESS NUMBER (L.B.) 6226
6455 POWERS AVENUE
JACKSONVILLE, FLORIDA 32217
904-731-8341

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Brian R. Marie 7/13/04
BRIAN R. MARIE, P.S.M., FL. REG. # 4852

CERTIFIED AS BEING CORRECT TO:
TRUEVANCE COMMUNICATIONS
BELLSOUTH

LEGEND

○ SET IRON PIN OR PIPE
⊙ FOUND IRON PIN OR PIPE
□ SET CONCRETE MONUMENT
⊠ FOUND CONCRETE MONUMENT
△ TRAVERSE OR CONTROL POINT
— — — — — FENCE AS NOTED

JOB NO. 04 S 1575

DATE 7/13/04

DATE OF SURVEY 7/12/04

DRAFTER BRM

FIELD BOOK N/A

SCALE 1"=40'

ABBREVIATIONS:

N NORTH
S SOUTH
E EAST
W WEST
(P) PLAT
(F) FOUND
(C) CALCULATED
I.P. IRON PIPE
T TANGENT
L ARC LENGTH
R RADIUS
CH CHORD
BRG BEARING
DIST. DISTANCE
P.T. POINT OF TANGENCY
P.C. POINT OF CURVATURE
C.M. CONCRETE MONUMENT
I.R. IRON ROD
CONC. CONCRETE



MAP SHOWING A SKETCH OF:
A BELLSOUTH EASEMENT OVER A PORTION OF PROPERTY BELONGING TO
THE WOLF CREEK MULTIFAMILY RESIDENTIAL DEVELOPMENT,
LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF JACKSONVILLE,
FLORIDA, AND BEING A PART OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.
(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTIONS)

SHEET 2 OF 2
(SURVEY NOT VALID WITH-
OUT ACCOMPANYING SHEET)

BEACH BOULEVARD (STATE RD. NO. 212)
(200' RIGHT OF WAY)

NOTE:

1. THIS IS NOT A BOUNDARY SURVEY. IT IS A SKETCH ONLY.
2. ALL BOUNDARY INFORMATION PERTAINS TO LEGAL DESCRIPTION OF PARENT TRACT OF SUBJECT PROJECT, PROVIDED BY ENGLAND, THIMS, & MILLER.
3. SUBJECT SKETCH WAS PERFORMED WITHOUT BENEFIT OF TITLE ABSTRACT; THEREFORE, THERE MAY BE EASEMENTS AFFECTING THE PROPERTY THAT ARE NOT SHOWN HEREON.

ABBREVIATIONS:

N	_____	NORTH
S	_____	SOUTH
E	_____	EAST
W	_____	WEST
(P)	_____	PLAT
(F)	_____	FOUND
(C)	_____	CALCULATED
(D)	_____	DEED
P.O.B.	_____	POINT OF BEGINNING
P.O.C.	_____	POINT OF COMMENCEMENT
P.C.	_____	POINT OF CURVE
P.R.M.	_____	PERMANENT REFERENCE MONUMENT
CH	_____	CHORD
CB	_____	BEARING
L	_____	ARC LENGTH
(D)	_____	DEED
I.P.	_____	IRON PIPE
R	_____	RADIUS

**WOLF CREEK MULTIFAMILY
RESIDENTIAL DEVELOPMENT**

S89°30'06"W
1499.89'

P.O.C.

SOUTHWESTERLY R/W
INTERSECTION OF
BEACH BLVD. & HODGES BLVD.

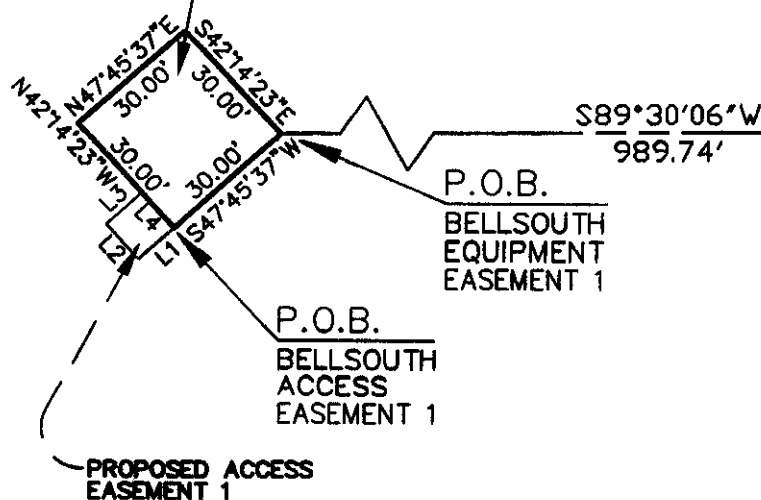
UNPLATTED LANDS IN SECTION 35,
TOWNSHIP-2-SOUTH, RANGE-28-EAST

HODGES BLVD.
(200' RIGHT OF WAY)

719.33'
S00°29'54"E



**PROPOSED BELLSOUTH
EQUIPMENT EASEMENT 1**



LINE TABLE

LINE	BEARING	DISTANCE
L1	S47°45'37"W	10.00'
L2	N42°14'23"W	10.00'
L3	N47°45'37"E	10.00'
L4	S42°14'23"E	10.00'

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

ATLANTIC ~ GULF SURVEYING CO.

LAND & ENGINEERING SURVEYS

LICENSED BUSINESS NUMBER (L.B.) 6226

6456 POWERS AVENUE
JACKSONVILLE, FLORIDA 32217
904-731-8341

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Brian R. Marie 12. Marie 7/13/04

BRIAN R. MARIE, P.S.M., FL. REG. # 4852

CERTIFIED AS BEING CORRECT TO:

TRUEVANCE COMMUNICATIONS
BELLSOUTH

LEGEND

- SET IRON PIN OR PIPE
- FOUND IRON PIN OR PIPE
- SET CONCRETE MONUMENT
- FOUND CONCRETE MONUMENT
- △ TRAVERSE OR CONTROL POINT
- FENCE AS NOTED

JOB NO. 04 S 1575

DATE 7/13/04

DATE OF SURVEY 7/12/04

DRAFTER BRM

FIELD BOOK N/A

SCALE 1"=40'

ABBREVIATIONS:

N	_____	NORTH
S	_____	SOUTH
E	_____	EAST
W	_____	WEST
(P)	_____	PLAT
(F)	_____	FOUND
(C)	_____	CALCULATED
(D)	_____	DEED
I.P.	_____	IRON PIPE
T	_____	TANGENT
R	_____	RADIUS
CH	_____	CHORD
BRG.	_____	BEARING
DIST.	_____	DISTANCE
P.T.	_____	POINT OF TANGENCY
P.C.	_____	POINT OF CURVATURE
C.M.	_____	CONCRETE MONUMENT
I.R.	_____	IRON ROD
CONC.	_____	CONCRETE

Return to: Comcast Cable
Commercial Development
6805 Southpoint Parkway
Jacksonville, Florida 32216

EXHIBIT A

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this 4th day of August, 2004 by and between Comcast of Greater Florida/Georgia, Inc., its successors and assigns, hereinafter referred to as "Grantee" and Pulte Home Corporation, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to an Installation and Services Agreement dated _____, 2004, pursuant to which Grantee provides certain broadband communications services to the Property described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Property described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in County of Duval, State of Florida described as follows:

LEGAL DESCRIPTION:

(See Attached Exhibit)

Grantor(s) agree for themselves and their heirs and assigns that the System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said System and shall have free access to said System and every part thereof, at all times for the purpose of exercising the rights herein granted: provided, however, that in making any excavation on said Property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

Wolf Creek

Doc# 2004351225
Book: 12128
Pages: 1084 - 1087
Filed & Recorded
11/04/2004 11:15:44 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 17.00
TRUST FUND \$ 2.50
DEED DOC STAMP \$ 0.70
REC ADDITIONAL \$ 16.00

4

This easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Property.

Executed this 6th day of August, 2004.

WITNESS/ATTEST:

OWNER: Pulte Home Corporation

Sarah E Teinkle
Sarah E Teinkle

By: David A. Smith
Name: DAVID A. SMITH
Title: ATTORNEY IN FACT

ATTEST:

Comcast of Greater Florida/Georgia, Inc.

Jane B. Hamman
Jane B. Hamman

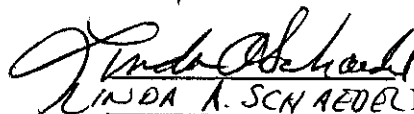
By: Doug McMillan
Name: Doug McMillan
Title: Vice President/General Manager

STATE OF FLORIDA)
) SS.
 COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 6th day of August, 2004
 by DAVID A. SMITH, of PULTE HOMES, on
 (Print Name)

behalf of the corporation. He/she is (personally known to me) or (has presented
 (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.


 LINDA A. SCHAEDEL Notary Public
 (Print Name)

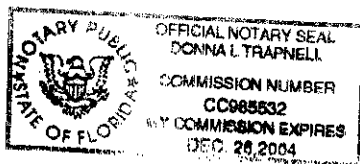
My commission expires: 6/25/2005




STATE OF Florida)
) SS.
 COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 20th day of August, 2004
 by Doug McMillan, Vice President/General Manager of Comcast of Greater Florida/Georgia,
 Inc., on behalf of the corporation. He/She is personally known to me and did not take an oath.

Witness my hand and official seal.




 Donna L. Trapnell Notary Public
 (Print Name)

My Commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION:

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD, (A 200-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD (A 200-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89°18'17" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1499.89 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE SOUTH 00°41'43" EAST, 1691.71 FEET; THENCE SOUTH 89°18'17" WEST, ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE AND ALONG THE NORTHERLY LINE OF "JACKSONVILLE GOLF AND COUNTRY CLUB" AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 945, 2149.33 FEET TO THE WESTERLY LINE OF 60-FOOT WIDE FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT; THENCE NORTHERLY, ALONG SAID WESTERLY EASEMENT LINE THE FOLLOWING BEARINGS AND DISTANCES, THENCE NORTH 11°46'03" WEST, 104.62 FEET; THENCE NORTH 78°13'57" EAST, 15.00 FEET; THENCE NORTH 11°46'03" WEST, 134.62 FEET; THENCE NORTH 10°17'03" WEST, 301.05 FEET; THENCE NORTH 11°05'57" EAST, 257.14 FEET; THENCE NORTH 05°11'03" WEST, 208.51 FEET; THENCE NORTH 18°29'03" WEST, 212.68 FEET; THENCE NORTH 11°11'03" WEST, 151.41 FEET; THENCE NORTH 07°26'03" WEST, 223.29 FEET; THENCE NORTH 00°42'03" WEST, 124.47 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD; THENCE NORTH 89°18'17" EAST, ALONG LAST SAID SOUTHERLY RIGHT-OF-WAY LINE, 2313.22 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 86.45 ACRES, MORE OR LESS.

5 MIN. RETURN

PHONE #

2658264

RETURN ORIGINAL TO:

THOMAS M. HARRIS

ENGLAND, THIMS & MILLER, INC.

14775 ST. AUGUSTINE ROAD

JACKSONVILLE, FLORIDA 32258

Doc# 2004367311

Book: 12153

Pages: 1166 - 1169

Filed & Recorded

11/19/2004 11:32:21 AM

JIM FULLER

CLERK CIRCUIT COURT

DUVAL COUNTY

RECORDING \$ 17.00

TRUST FUND \$ 2.50

DEED DOC STAMP \$ 0.70

REC ADDITIONAL \$ 16.00

Project: WOLF CREEKRE Parcel #: 167068-0000

GRANT OF EASEMENT (Corporation)

THIS EASEMENT, made this 8th day of September 2004, between PULTE HOME CORPORATION a Corporation organized and existing under the laws of the State of Florida, whose address is 5210 BELFORT ROAD SOUTH, JACKSONVILLE FLORIDA hereinafter called Grantor, and JEA, a body politic and corporate, hereinafter called 37756 Grantee, whose business address is 21 West Church Street, Jacksonville, Florida, 32202.

WITNESSETH: that Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, to construct, operate, lay, maintain, improve, and/or repair, either above or below the surface of the ground, facilities and associated equipment for electrical utilities on, along, over, through, across, or under the following described land situate in Jacksonville, Duval County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with the right of said Grantee, its successors and assigns, of ingress and egress to and over said above described premises, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements under or in said lands, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

Grantor represents and warrants that it is the true owner of record of the property described herein and that it has full power and authority to grant to Grantee the rights granted hereunder.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name the day and year first above written.

Signed and Sealed in Our
Presence as Witnesses:

(sign) Sarah E. Trinkle
(print) Sarah E. Trinkle

(sign) Robert A. Danchl
(print) Robert A. Danchl

(sign) _____
(print) _____

(sign) _____
(print) _____

GRANTOR:

(sign) David A. Smith
(print) David A. Smith
(title) Division President

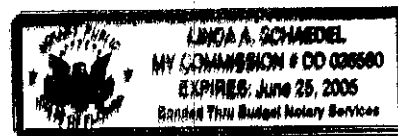
(sign) _____
(print) _____
(title) _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8th day of Sept, 2004, by DAVID A. Smith and _____ the _____ and _____ on behalf of the corporation. They are personally known to me or have produced _____ as identification and did/did not take an oath.

Linda A. Schaedel
print LINDA A. SCHAEDEL
NOTARY PUBLIC

My commission expires: JUNE 25, 2005



Revised 2/6/02
EASEMENT (corporate).doc



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

June 11, 2004

Work Order No. 04-076.04
Wolf Creek - PLAT

Legal Description

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 1499.89 feet to the Point of Beginning.

From said Point of Beginning, thence South $00^{\circ}29'54''$ East, departing said Southerly right of way line, 1691.70 feet; thence South $89^{\circ}29'48''$ West, 2149.49 feet to a point lying on the Westerly easement line of a Florida Department of Transportation Outfall Ditch Easement per Boundary Survey by Privett & Assoc. of Florida, Inc., dated July 29, 2002, drawing number B-02-031(A) and described and recorded in Deed Book 970, page 350 of the current public records of said County; thence Northwesterly and Northeasterly along said Westerly easement line the following courses and distances: Course 1) thence North $11^{\circ}36'17''$ West, 104.58 feet; Course 2) thence North $78^{\circ}22'28''$ East, 15.00 feet; Course 3) thence North $11^{\circ}30'26''$ West, 134.73 feet; Course 4) thence North $10^{\circ}05'27''$ West, 300.99 feet; Course 5) thence North $11^{\circ}17'35''$ East, 257.24 feet; Course 6) thence North $05^{\circ}01'20''$ West, 208.39 feet; Course 7) thence North $18^{\circ}15'52''$ West, 212.71 feet; Course 8) thence North $11^{\circ}00'36''$ West, 151.42 feet; Course 9) thence North $07^{\circ}15'04''$ West, 223.28 feet; Course 10) thence North $00^{\circ}31'12''$ West, 124.62 feet to a point lying on said Southerly right of way line of Beach Boulevard; thence North $89^{\circ}30'07''$ East, along said Southerly right of way line, 2313.50 feet to the Point of Beginning.

Containing 86.46 acres, more or less.

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

1 inch = 400 ft.

INTERSECTION OF THE W.ly R/W
LINE OF HODGES BLVD. WITH THE
S.ly R/W LINE OF BEACH BLVD.—

(200' R/W)

S.I.Y R/W LINE

N89°30'07"E 2313.50'

S.IY R/W LINE

POINT OF BEGINNING
WOLF CREEK
86.46 ACRES ±

60' FDOT DRAINAGE EASEMENT
D.B. 970, PG. 350
(DITCH RIGTH STATION 551+50)

PARCEL B
O.R.B.10772,
PG. 1365.—

W.I.y LINE
FDOT OUTFALL
DITCH EASEMENT

FDOT OUTFALL DITCH EASEMENT
D.B. 970, PG. 350
(PER BOUNDARY SURVEY BY PRIVETT AND
ASSOCIATES OF FLORIDA, INC., DATED 7-29-02
DRAWER B-02-031A)

O.R.B. 5549, PG. 247

PARCEL B -
O.R.B.10772,
PG. 1365

O.R.B. 5549,
PG. 247

S89°29'45"W 2149.49'

-O.R.B. 8514, PG. 297
EXHIBIT A

60' FDOT DRAINAGE EASEMENT
D.B. 970, PG. 550, TO BE ABANDONED
PER O.R.B. 11697, PG. 2452

DRAINAGE EASEMENT -
O.R.B. 11697, PG. 2442

OUTFALL DITCH EASEMENT
O.R.B. 11697, PG. 2452

LEGEND

R/W	RIGHT OF WAY
BLVD.	BOULEVARD
O.R.B.	OFFICIAL RECORDS BOOK
D.B.	DEED BOOK
PG.	PAGE
L1	TABULATED LINE DATA
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION

NOTES

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD AS BEING SOUTH 89° 30' 08" WEST.

LINE TABLE

LINE	BEARING	LENGTH
L1	N11°36'17"W	104.58'
L2	N78°22'28"E	15.00'
L3	N11°30'26"W	134.73'
L4	N10°05'27"W	300.99'
L5	N11°17'35"E	257.24'
L6	N05°01'20"W	208.39'
L7	N18°15'52"W	212.71'
L8	N11°00'36"W	151.42'
L9	N07°15'04"W	223.28'
L10	N00°31'12"W	124.62'



Robert M. Angas Associates, inc.

LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

SCALE: 1" = 400'

DATE: JULY 2, 2004

JOSEPH LESUE REYNOLDS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE of FLORIDA LS No. 5517

36-SUB.02-February 27, 2007

This instrument prepared by
or under the direction of
Kenneth S. Davis
District General Counsel
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 817.3
SECTION 72190
F.P. NO. 2095132
STATE ROAD 212
COUNTY OF Duval

SUBORDINATION AGREEMENT

THIS AGREEMENT made this 21st day of March, 2007,
by and between **JEA, a body politic and corporate**, hereinafter called the
"party of the first part", and the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida
32025-5874, hereinafter called the "Department".

WITNESSETH:

WHEREAS, the party of the first part is the holder of that certain
GRANT OF EASEMENT dated the 8th day of September, 2004, and recorded in
Official Records Book 12153, Page 1166, of the Public Records of Duval
County, Florida, and;

WHEREAS, a portion of the land encumbered by said **GRANT OF
EASEMENT** is, required by the Department for public transportation
purposes;

NOW THEREFORE, for and in consideration of the sum of One Dollar
(\$1.00) and other good and valuable considerations, paid, the receipt
and sufficiency of which is hereby acknowledged, the party of the first
part hereby agrees, covenants, and consents with the Department that the
aforesaid is and shall continue to be subject and subordinate to the
property rights of the Department insofar as said **GRANT OF EASEMENT**
affects the following described property, viz:

PARCEL NUMBER 817
F.P. NO. 2095132

PERPETUAL EASEMENT

SECTION 72190

A parcel of land in Section 35, Township 2 South, Range 28 East, Duval
County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Westerly Existing Right of Way
line of Hodges Boulevard (a 200.00 foot Right of Way as now
established) with the Southerly Existing Right of Way line of State
Road No. 212 (Beach Boulevard) (a 200.00 foot Right of Way as now
established), located in Section 35, Township 2 South, Range 28 East,
Jacksonville, Duval County, Florida; thence run South 89°30'13" West,
along said Southerly Existing Right of Way line, a distance of
1499.89 feet to the Northeast corner of Wolf Creek as recorded in
Plat Book 57, Pages 62, 62A thru 62J of the Current Public Records of
Duval County, Florida and the **Point of Beginning**; thence South
00°29'47" East, departing said Southerly Existing Right of way line
and along the Easterly line of said Wolf Creek, a distance of 1252.22
feet; thence North 29°10'57" West departing said Easterly line, a
distance of 125.09 feet; thence North 00°00'06" East, a distance of
857.17 feet; thence North 11°58'29" East, a distance of 40.04 feet;
thence North 78°01'31" West, a distance of 18.44 feet; thence North
11°36'10" East, a distance of 247.77 feet to said Southerly existing
Right of Way line; thence North 89°30'13" East along said Southerly
existing Right of Way line, a distance of 10.01 feet to the **Point of
Beginning**.

Containing 1.432 acres, more or less

This subordination agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: Cathy L. Barnwell
Print Name: Cathy L. Barnwell
Its Process Supt. Associate Secretary

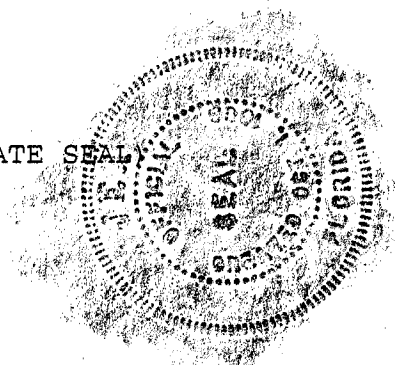
JEA,
a body politic and corporate
21 West Church Street
Jacksonville, Florida 32202

By: Donald L. Burch, Jr.
Print Name: Donald L. Burch, Jr.
Its Director, Real Estate Services

Signed, sealed and delivered in the presence of:

Jordan A. Pope
Witness:
Print Name: Jordan A. Pope
David Steinan
Witness:
Print Name: David Steinan

(CORPORATE SEAL)



STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 21st day of March, 2007, by Donald L. Burch, Jr., Director, Real Estate Services of JEA, a body politic and corporate, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

Jordan A. Pope
Print Name: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____

JORDAN A. POPE
Notary Public, State of Florida
My comm. exp. Aug. 13, 2010
Comm. No. DD 584121

STATE OF FLORIDA

BELLSOUTH

COUNTY OF Duval

Preparer's name:

Steve Wyle
BellSouth Telecommunications, Inc.
9209 Hayden Road
Jacksonville, Florida 32218

RECORD & RETURN TO:
LINDA JONES
TRUEVANCE Management, Inc.
2783 Segrest Road
PACE, FLORIDA 32571

EASEMENT

For and in consideration of Ten and 00/100 dollars (\$ 10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book _____, page _____, Duval County, Florida Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 35, Township 2 South, Range 28 East, _____, Meridian, Duval County, State of Florida, consisting of a (strip) (parcel) of land _____

SEE ATTACHED EXHIBIT "A"

The following rights are also granted: the right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

1. Grantor to have transformer placed within two hundred feet (200) of the easement location to provide power to the equipment. 2. Grantee will not place a fence or landscaping on the easement. 3. Grantee will place a concrete driveway on access easement for vehicular access.

JAN 12, 2005 17:41

8509944057

Page 3

In witness whereof, the undersigned has/have
caused this instrument to be executed on the
13th day of January, 2005

Signed, sealed, and delivered
in the presence of:

Witness
Auan J. Pate

Printed name

Witness

Printed name

State of Florida

County of Duval

I HEREBY CERTIFY that Sam Sparks personally appeared before me and
acknowledged that he/she was the same. The foregoing instrument was acknowledged before me this 13th day of
January, 2005, by Sam Sparks - Attorney-in-Fact (name and title of officer)
of Pulte Home Corporation (name of corporation),
a MICHIGAN corporation, on behalf of the corporation. He/she is personally known
to me or has produced _____ as identification and did/did not take an
oath.

Witness my hand and official seal in the County and State last aforesaid, this 13th day
of January, 2005.

Notary Public

LINDA A. SCHAEDEL

Print Name

DD-036580

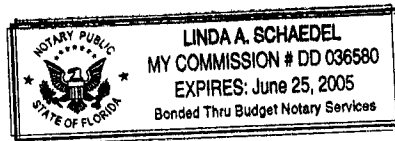
Commission Number

My Commission Expires:

JUNE 25, 2005

Grantor's Address:

5210 Belfort Road
Suite 400
Jacksonville, Florida 32256



Grantee's Address

BellSouth Telecommunications, Inc.
9209 Hayden Road
Jacksonville, Florida 32218

Pulte Home Corporation
BY: V.P.
Name of Corporation / BY:


By:

Printed name: SAM SPARKS -

Title:

Vice Pres. / Attorney-in-Fact

Attest:



MAP SHOWING A SKETCH OF :
A BELLSOUTH EASEMENT OVER A PORTION OF PROPERTY BELONGING TO
THE WOLF CREEK MULTIFAMILY RESIDENTIAL DEVELOPMENT,
LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF JACKSONVILLE,
FLORIDA, AND BEING A PART OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.
(SEE SHEET 2 OF 2 FOR SKETCH OF PARCEL)

SHEET 1 OF 2 **EXHIBIT "A"**
(SURVEY NOT VALID WITH-
OUT ACCOMPANYING SHEET)

PROPOSED BELLSOUTH EQUIPMENT EASEMENT 2 (LEGAL DESCRIPTION)

A certain parcel of land, being a portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South 89°30'06" West, along said Southerly right of way line, 1499.89 feet to the Northeasterly corner of the Wolf Creek Multifamily Residential Development; thence, departing said Southerly right of way line, South 00°29'54" East, along the Easterly line of the Wolf Creek Multifamily Residential Development, a distance of 283.53 feet to a point; thence, departing said Easterly line, South 89°30'06" West, a distance of 21.22 feet to the point of curvature of a curve, concave Southerly, having a radius of 113.50 feet, and being subtended by a chord bearing and distance of South 80°31'08" West, 35.44 feet; thence, along the arc thereof, a distance of 35.59 feet to a corner; thence North 21°29'38" West, a distance of 5.47 feet to the point of curvature of a curve concave Easterly, having a radius of 19.00 feet, and being subtended by a chord bearing and distance of North 05°37'50" West, 10.39 feet; thence, along the arc thereof, a distance of 10.52 feet to a corner; thence South 78°01'37" East, a distance of 9.00 feet to a corner and the Point-of-Beginning of the Bellsouth Equipment Easement; thence proceed along the same line, reversing direction, North 78°01'37" West, a distance of 30.00 feet to the Southwesterlymost corner of subject easement; thence North 11°58'23" East, a distance of 30.00 feet to the Northwesterlymost corner thereof; thence South 78°01'37" East, a distance of 30.00 feet to the Northeasterlymost corner of subject easement; thence South 11°58'23" West, a distance of 30.00 feet to the Point-of-Beginning.
Subject parcel, thus described, contains 900.00 square feet, more or less.

PROPOSED BELLSOUTH ACCESS EASEMENT 2 (LEGAL DESCRIPTION)

A certain parcel of land, being a portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South 89°30'06" West, along said Southerly right of way line, 1499.89 feet to the Northeasterly corner of the Wolf Creek Multifamily Residential Development; thence, departing said Southerly right of way line, South 00°29'54" East, along the Easterly line of the Wolf Creek Multifamily Residential Development, a distance of 283.53 feet to a point; thence, departing said Easterly line, South 89°30'06" West, a distance of 21.22 feet to the point of curvature of a curve, concave Southerly, having a radius of 113.50 feet, and being subtended by a chord bearing and distance of South 80°31'08" West, 35.44 feet; thence, along the arc thereof, a distance of 35.59 feet to a corner, being the Southeasterly corner and the Point of Beginning of subject Access Easement; thence North 21°29'38" West, a distance of 5.47 feet to the point of curvature of a curve concave Easterly, having a radius of 19.00 feet, and being subtended by a chord bearing and distance of North 05°37'50" West, 10.39 feet; thence, along the arc thereof, a distance of 10.52 feet to a corner; thence North 78°01'37" West, a distance of 12.00 feet to the Northwesterly corner of subject Easement; thence, from said corner proceed Southerly, along a curve, concave Easterly, having a radius of 31.00 feet, and being subtended by a chord bearing and distance of South 05°17'37" East, 17.30 feet; thence, along the arc thereof, a distance of 17.53 feet to the point of tangency of said curve; thence South 21°29'38" East, along said tangent, a distance of 5.47 feet to the Southwesterly corner of subject Easement; thence, from said corner, being the point of curvature of a curve concave Southerly, having a radius of 113.50 feet, and being subtended by a chord bearing and distance of North 68°30'22" East, 12.00 feet, continue Easterly, along the arc thereof, a distance of 12.01 feet to the Point-of-Beginning.
Subject parcel, thus described, contains 232.65 square feet, more or less.

<p>ATLANTIC ~ GULF SURVEYING CO. LAND & ENGINEERING SURVEYS LICENSED BUSINESS NUMBER (L.B.) 6226 6455, POWERS AVENUE JACKSONVILLE, FLORIDA 32217 (904)-734-8341</p>	<p>CERTIFIED AS BEING CORRECT TO: TRUEVANCE COMMUNICATIONS BELLSOUTH</p>	<p>ABBREVIATIONS: N _____ NORTH S _____ SOUTH E _____ EAST W _____ WEST (P) _____ PLAT (F) _____ FOUND (C) _____ CALCULATED I.P. _____ IRON PIPE T _____ TANGENT L _____ ARC LENGTH R _____ RADIUS CH _____ CHORD BRG. _____ BEARING DIST. _____ DISTANCE P.T. _____ POINT OF TANGENCY P.C. _____ POINT OF CURVATURE C.M. _____ CONCRETE MONUMENT I.R. _____ IRON ROD CONC. _____ CONCRETE</p>					
<p>I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p> <p><i>Brian R. Marie</i> 11/29/04 BRIAN R. MARIE, P.S.M., FL. REG. # 4852</p>	<p>LEGEND ○ SET IRON PIN OR PIPE ● FOUND IRON PIN OR PIPE □ SET CONCRETE MONUMENT ■ FOUND CONCRETE MONUMENT Δ TRAVERSE OR CONTROL POINT —○— FENCE AS NOTED</p> <table><tr><td>JOB NO. 04 S 1575</td><td>DATE 7/13/04</td></tr><tr><td>DATE OF SURVEY 7/12/04</td><td>DRAFTER BRM</td></tr><tr><td>FIELD BOOK N/A</td><td>SCALE 1"=40'</td></tr></table>		JOB NO. 04 S 1575	DATE 7/13/04	DATE OF SURVEY 7/12/04	DRAFTER BRM	FIELD BOOK N/A
JOB NO. 04 S 1575	DATE 7/13/04						
DATE OF SURVEY 7/12/04	DRAFTER BRM						
FIELD BOOK N/A	SCALE 1"=40'						

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID



MAP SHOWING A SKETCH OF :
A BELLSOUTH EASEMENT OVER A PORTION OF PROPERTY BELONGING TO
THE WOLF CREEK MULTIFAMILY RESIDENTIAL DEVELOPMENT,
LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF JACKSONVILLE,
FLORIDA, AND BEING A PART OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.
(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTIONS)

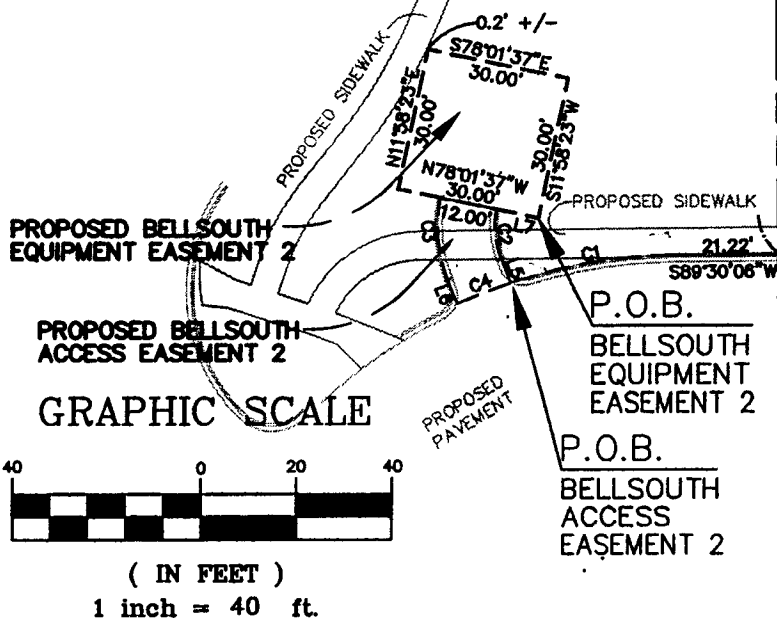
SHEET 2 OF 2 Exhibit "A" BEACH BOULEVARD (STATE RD. NO. 212)
(SURVEY NOT VALID WITH- (200' RIGHT OF WAY)

NOTE:

1. THIS IS NOT A BOUNDARY SURVEY. IT IS A SKETCH ONLY.
2. ALL BOUNDARY INFORMATION PERTAINS TO LEGAL DESCRIPTION OF PARENT TRACT OF SUBJECT PROJECT, PROVIDED BY ENGLAND, THIMS, & MILLER.
3. SUBJECT SKETCH WAS PERFORMED WITHOUT BENEFIT OF TITLE ABSTRACT; THEREFORE, THERE MAY BE EASEMENTS AFFECTING THE PROPERTY THAT ARE NOT SHOWN HEREON.

ABBREVIATIONS:	
N	NORTH
S	SOUTH
E	EAST
W	WEST
(P)	PLAT
(F)	FOUND
(C)	CALCULATED
(D)	DEED
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.C.	POINT OF CURVE
P.R.M.	PERMANENT REFERENCE MONUMENT
CH	CHORD
CB	BEARING
L	ARC LENGTH
(D)	DEED
I.P.	IRON PIPE
R	RADIUS

LINE TABLE		
LINE	BEARING	DISTANCE
L5	N21°29'38"W	5.47'
L6	S21°29'38"E	5.47'
L7	S78°01'37"E	9.00'



S89°30'06"W
1499.89'
P.O.C.
SOUTHWESTERLY R/W
INTERSECTION OF
BEACH BLVD. & HODGES BLVD.

UNPLATTED LANDS IN SECTION
35, TOWNSHIP-2-SOUTH,
RANGE-28-EAST

HODGES BLVD.
(200' RIGHT OF WAY)

CURVE C1	
Included angle =	17°57'55"
Radius =	113.50'
Arc length =	35.59'
Chord Bearing =	S80°31'08"W
Chord length =	35.44'
CURVE C2	
Included angle =	31°43'37"
Radius =	19.00'
Arc length =	10.52'
Chord Bearing =	N05°37'50"W
Chord length =	10.39'
CURVE C3	
Included angle =	32°24'02"
Radius =	31.00'
Arc length =	17.53'
Chord Bearing =	S05°17'37"E
Chord length =	17.30'
CURVE C4	
Included angle =	6°03'38"
Radius =	113.50'
Arc length =	12.01'
Chord Bearing =	N68°30'22"E
Chord length =	12.00'

ATLANTIC ~ GULF SURVEYING CO.

LAND & ENGINEERING SURVEYS

LICENSED BUSINESS NUMBER (L.B.) 6226

6455 POWERS AVENUE

JACKSONVILLE, FLORIDA 32217

904-731-8341

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Brian R. Marie 11/15/04

BRIAN R. MARIE, P.S.M., FL. REG. # 4852

CERTIFIED AS BEING CORRECT TO:

TRUEVANCE COMMUNICATIONS
BELLSOUTH

LEGEND

- SET IRON PIN OR PIPE
- FOUND IRON PIN OR PIPE
- SET CONCRETE MONUMENT
- FOUND CONCRETE MONUMENT
- △ TRAVERSE OR CONTROL POINT
- FENCE AS NOTED

JOB NO. 04 S 1575 DATE 7/13/04
DATE OF SURVEY 7/12/04 DRAFTER BRM
FIELD BOOK N/A SCALE 1"=40'

ABBREVIATIONS:

- N NORTH
- S SOUTH
- E EAST
- W WEST
- (P) PLAT
- (F) FOUND
- (C) CALCULATED
- I.P. IRON PIPE
- T TANGENT
- L ARC LENGTH
- R RADIUS
- CH CHORD
- BRG. BEARING
- DIST. DISTANCE
- P.T. POINT OF TANGENCY
- P.C. POINT OF CURVATURE
- C.M. CONCRETE MONUMENT
- I.R. IRON ROD
- CONC. CONCRETE

RETURN RECORDED ORIGINAL TO:
Office of General Council
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2529

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 25th day of April, 2005, by **PULTE HOME CORPORATION**, having an address at 5210 Belfort Road South, Suite 400, Jacksonville, Florida 32256, ("Grantor") in favor of the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, having a mailing address at Post Office Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Duval County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference ("Property"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of Permit No. 4-031-91729-1 (the "Permit") issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restriction contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Conservation Easement"). Grantor fully warrants title to said Property and will warrant and defend the same against the lawful claims of all persons claiming by, through or under Grantor.

1. **Purpose.** The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition. Notwithstanding the foregoing sentence, Grantor is authorized to maintain the Property as specifically authorized by the Permit, including the removal of any noxious or exotic invasive plant species and dead trees as authorized by the Permit or as otherwise approved and in the writing by the Grantee.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantee's ownership or attempted enforcement of the rights granted hereby shall not subject Grantee to any liability for any damage or injury that may be suffered by any person on the Property or as a result of the condition of the Property, except for such damage or injury which shall arise in whole or in part from the negligent or intentional actions of Grantee or its agents.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Duval County, Florida, and shall re-record it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or documentary stamp taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

10. Consent of Mortgagee. There is no mortgage encumbering the Property. [OR] The consents of all parties holding mortgages encumbering the Property are attached hereto.

{00085046.DOC.}

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.
Signed, sealed and delivered in the presence of:

Bill Genovese
(Print Name) BILL GENOVESE
David Mavor
(Print Name) DAVID MAJOR

By: [Signature]
Name: Richard Covell
Title: VP-Land.
Date: 4.21.05

STATE OF FLORIDA }
COUNTY OF Duval }SS

The foregoing instrument was acknowledged before me this 21st day of April, 2005, by Richard Covell as Vice President & Attorney in Fact of Pulte Home Corp a Michigan corp. on behalf of the Board of Directors.

Linda Schaedel
(Print Name LINDA A. SCHAEDEL)
NOTARY PUBLIC
State of FLORIDA at Large
Commission # DD 036580

My Commission Expires:
Personally known ✓
or Produced I.D. _____
[check one of the above]

Type of Identification Produced



{00085046.DOC.}



April 20, 2005

TO WHOM IT MAY CONCERN,

Please accept this letter as confirmation that the Pulte Home Corporation property Wolfcreek, located near the intersection of Beach Boulevard and Hodges Boulevard, is not encumbered with a mortgage.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark David Major".

Mark David Major, A.I.C.P.
Land Entitlements Manager

5210 Belfort Road, Suite 400
Jacksonville, Florida 32256
904•733•7300 904•733•7733 (Fax)

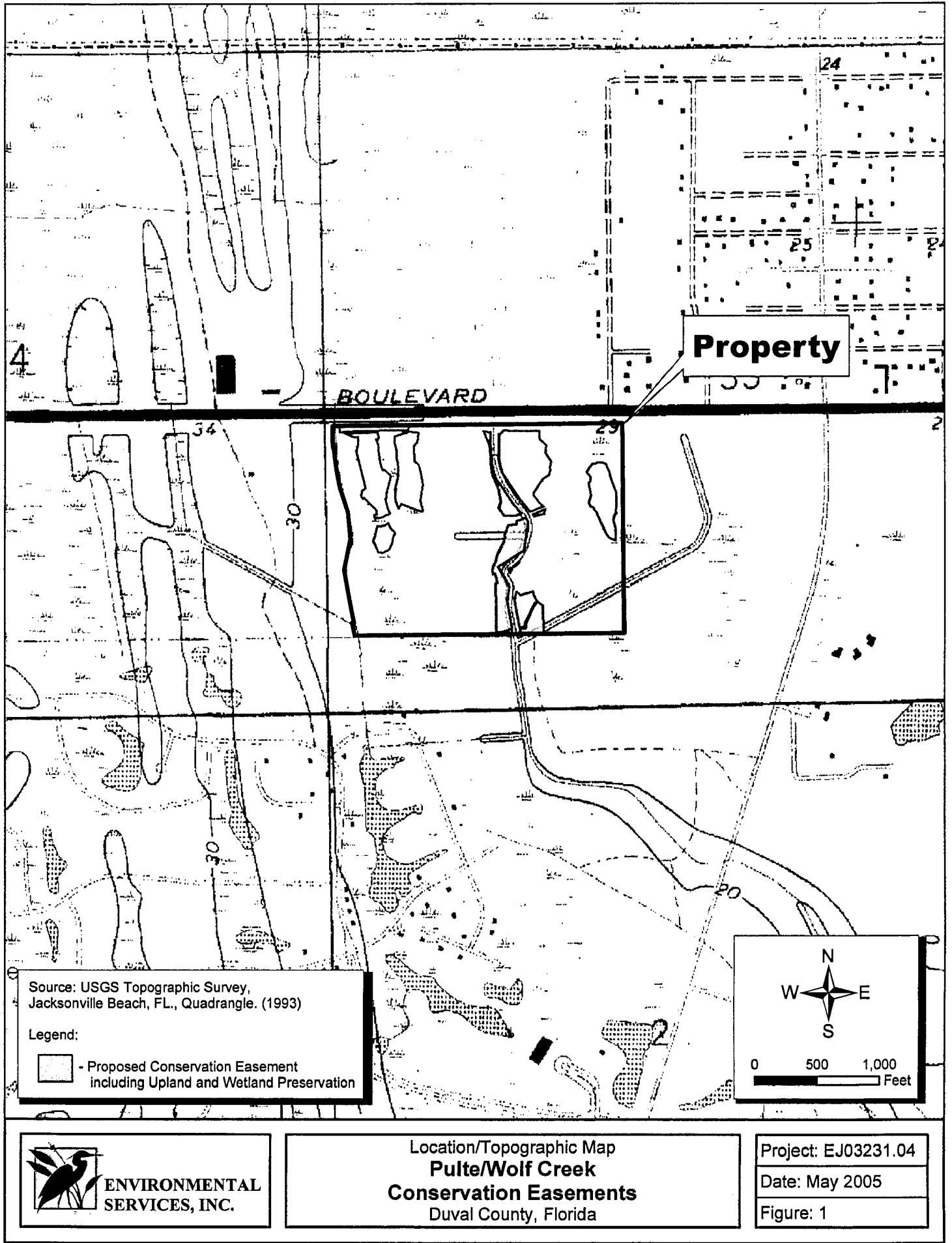


Figure 1: Pulte/Wolf Creek Conservation Easements, Duval County, Florida. Scale: 1 inch = 1,000 feet. Date: May 2005. Project: EJ03231.04.



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

Revised: October 20, 2004
May 20, 2004
Page 1 of 2

Work Order No. 04-076.02
Wolf Creek

Conservation Easement No. 2

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 1499.89 feet; thence South $00^{\circ}29'54''$ East, departing said Southerly right of way line, 846.94 feet; thence North $81^{\circ}24'26''$ West, 64.31 feet to the Point of Beginning.

From said Point of Beginning, thence South $00^{\circ}29'56''$ East, 103.57 feet; thence North $79^{\circ}13'47''$ West, 14.94 feet; thence North $64^{\circ}36'21''$ West, 42.20 feet; thence North $47^{\circ}06'04''$ West, 19.44 feet; thence North $29^{\circ}31'34''$ West, 30.93 feet; thence North $24^{\circ}31'35''$ West, 93.43 feet; thence North $23^{\circ}41'36''$ West, 98.58 feet; thence North $54^{\circ}06'18''$ West, 21.58 feet; thence North $10^{\circ}04'08''$ West, 17.25 feet; thence North $72^{\circ}45'09''$ West, 27.85 feet; thence North $26^{\circ}13'39''$ West, 32.54 feet; thence North $17^{\circ}04'40''$ East, 60.38 feet; thence North $10^{\circ}53'57''$ West, 97.90 feet; thence North $38^{\circ}58'47''$ East, 25.43 feet; thence North $01^{\circ}52'56''$ East, 38.95 feet; thence North $47^{\circ}36'23''$ West, 43.64 feet; thence North $33^{\circ}10'02''$ East, 15.20 feet; thence North $33^{\circ}30'11''$ East, 39.48 feet; thence South $39^{\circ}36'54''$ East, 1.90 feet to a point on a curve concave Southeasterly, having a radius of 76.50 feet; thence Northeasterly along the arc of said curve through a central angle of $28^{\circ}26'11''$, an arc length of 37.97 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $64^{\circ}36'19''$ East, 37.58 feet; thence Northeasterly along the arc of a curve concave Northerly, having a radius of 221.50 feet, through a central angle of $05^{\circ}38'16''$, an arc length of 21.80 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $76^{\circ}00'16''$ East, 21.79 feet; thence Easterly along the arc of a curve concave Southerly, having a radius of 78.84 feet, through a central angle of $60^{\circ}49'56''$, an arc length of 83.71 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $76^{\circ}23'54''$ East, 79.83 feet; thence South $02^{\circ}42'11''$ East, 6.72 feet to a point on a curve concave Southwesterly, having a radius of 10.00 feet; thence Southeasterly along the arc of said curve through a central angle of $67^{\circ}36'23''$, an arc length of 11.80 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $55^{\circ}12'13''$ East, 11.13 feet; thence South $21^{\circ}24'01''$

Revised: October 20, 2004
May 20, 2004
Page 2 of 2

Work Order No. 04-076.02
Wolf Creek

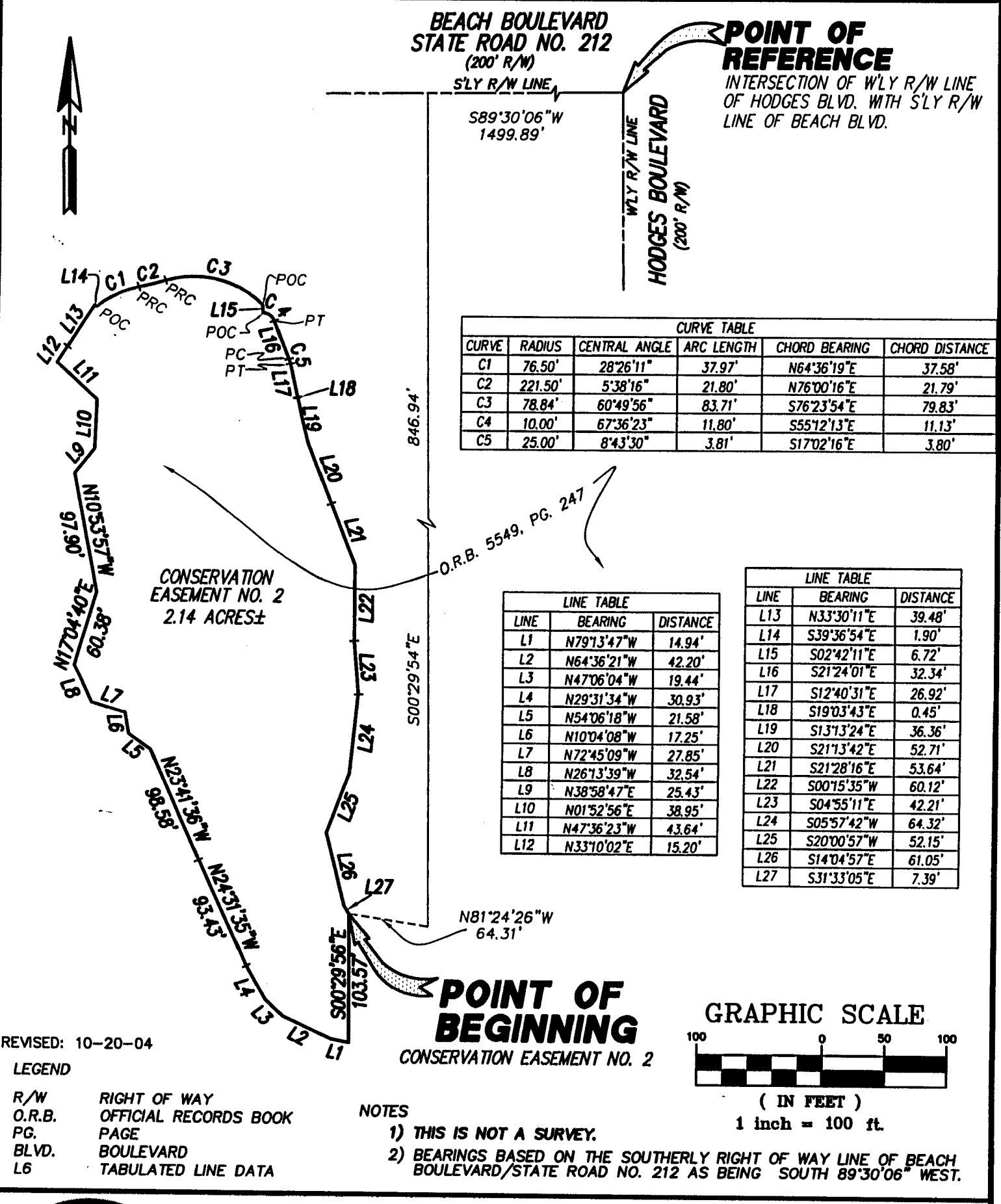
Conservation Easement No. 2 (continued)


East, 32.34 feet to a point of curvature of a curve concave Southwesterly, having a radius of 25.00 feet; thence Southeasterly along the arc of said curve through a central angle of $08^{\circ}43'30''$, an arc length of 3.81 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $17^{\circ}02'16''$ East, 3.80 feet; thence South $12^{\circ}40'31''$ East, 26.92 feet; thence South $19^{\circ}03'43''$ East, 0.45 feet; thence South $13^{\circ}13'24''$ East, 36.36 feet; thence South $21^{\circ}13'42''$ East, 52.71 feet; thence South $21^{\circ}28'16''$ East, 53.64 feet; thence South $00^{\circ}15'35''$ West, 60.12 feet; thence South $04^{\circ}55'11''$ East, 42.21 feet; thence South $05^{\circ}57'42''$ West, 64.32 feet; thence South $20^{\circ}00'57''$ West, 52.15 feet; thence South $14^{\circ}04'57''$ East, 61.05 feet; thence South $31^{\circ}33'05''$ East, 7.39 feet to the Point of Beginning.

Containing 2.14 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT





Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

SCALE: 1" = 100'

DATE: MAY 20, 2004

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOSEPH LESLIE REYNOLDS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS-No. 5517

ORDER NO.: 04-076.01 FILE NO.: 116E-9(2) DWN. BY: TT

CAD FILE: I:/Survey/RMAngas/116E-9(2) Final/REYNOLDS/116E-9(2) Final.dwg
Page 189 of 223
Created By: Sandra Lynch Printed: 3/15/2016 12:43:36 PM



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

September 2, 2004
File No. 116E-9

Work Order No. 04-076.02
Wolf Creek

Conservation Easement No. 3

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 1499.89 feet; thence South $00^{\circ}29'54''$ East, departing said Southerly right of way line, 1691.70 feet; thence South $89^{\circ}30'06''$ West, 653.04 feet to the Point of Beginning.

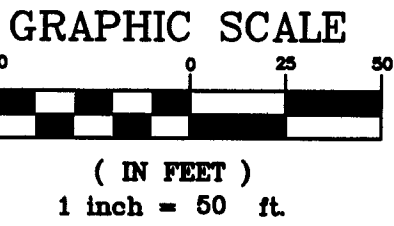
From said Point of Beginning, thence South $89^{\circ}30'06''$ West, 176.95 feet to a point lying on the Easterly line of a 60 foot Florida Department of Transportation Drainage Easement as described and recorded in Deed Book 970, Page 350 of the current Public Records of said county; thence North $10^{\circ}26'15''$ West, along said Easterly line, 46.14 feet; thence North $78^{\circ}29'58''$ East, departing said Easterly line, 15.35 feet; thence South $88^{\circ}29'40''$ East, 26.23 feet; thence North $23^{\circ}51'32''$ East, 9.95 feet; thence North $04^{\circ}36'25''$ East, 37.82 feet; thence North $25^{\circ}32'17''$ East, 136.25 feet; thence North $31^{\circ}25'04''$ East, 32.67 feet; thence North $45^{\circ}39'57''$ East, 26.23 feet to a point on a curve concave Northeasterly, having a radius of 150.50 feet; thence Southeasterly along the arc of said curve, through a central angle of $18^{\circ}59'48''$, an arc length of 49.90 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $54^{\circ}26'36''$ East, 49.67 feet; thence South $00^{\circ}29'54''$ East, 233.29 feet to the Point of Beginning.

Containing 0.69 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT



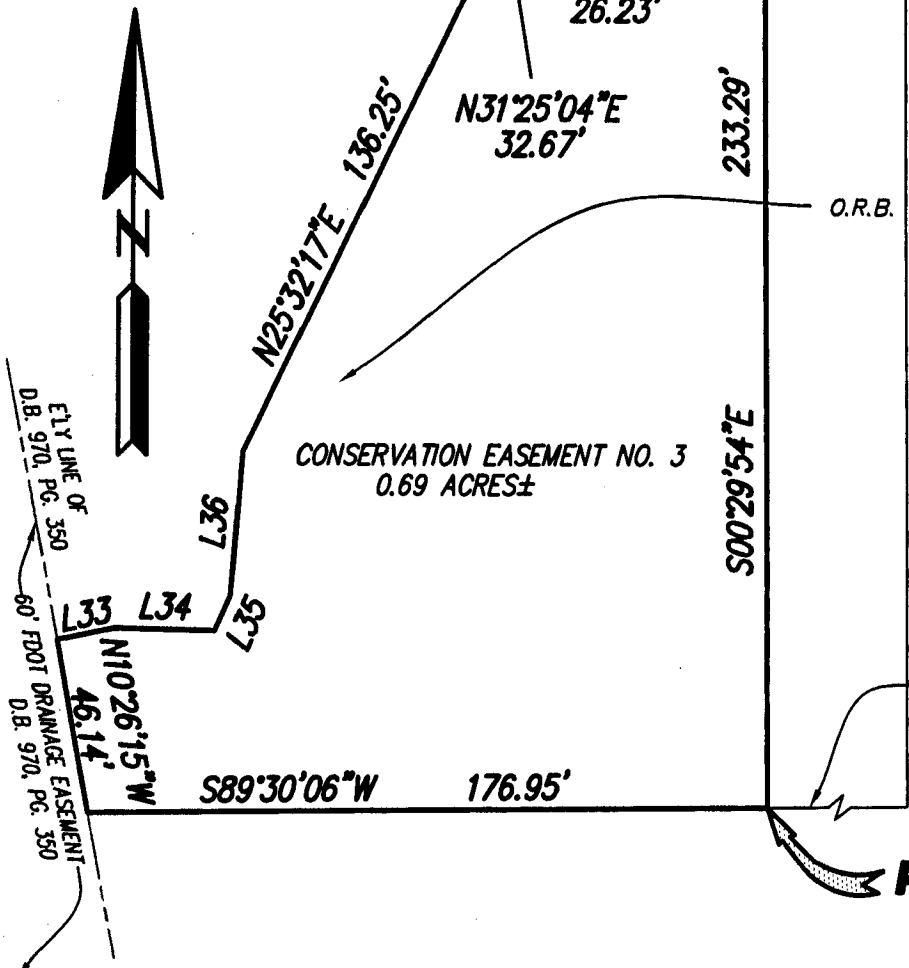
BEACH BOULEVARD
STATE ROAD NO. 212
(200' R/W)

- LEGEND
- R/W RIGHT OF WAY
 - O.R.B. OFFICIAL RECORDS BOOK
 - D.B. DEED BOOK
 - PG. PAGE
 - BLVD. BOULEVARD
 - L33 TABULATED LINE DATA
 - P.O.C. POINT ON A CURVE
 - Δ CENTRAL ANGLE
 - R RADIUS
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

Δ=18°59'48"
R=150.50'
L=49.90'
CB=S54°26'36"E
CH=49.67'

POINT OF REFERENCE
INTERSECTION OF W'LY R/W LINE
OF HODGES BLVD. WITH S'LY R/W
LINE OF BEACH BLVD.

HODGES BOULEVARD
(200' R/W)



LINE TABLE		
LINE	BEARING	DISTANCE
L33	N78°29'58"E	15.35'
L34	S88°29'40"E	26.23'
L35	N23°51'32"E	9.95'
L36	N04°36'25"E	37.82'

POINT OF BEGINNING
CONSERVATION EASEMENT NO. 3

- NOTES
- 1) THIS IS NOT A SURVEY.
 - 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD/STATE ROAD NO. 212 AS BEING SOUTH 89°30'06" WEST.

REVISED SEPTEMBER 2, 2004
TO AMEND EASEMENT LINE



Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOSEPH LESLIE REYNOLDS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5517

14775 St. Augustine Road, Jacksonville, FL, 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

SCALE: 1" = 50' DATE: MAY 20, 2004



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

September 2, 2004
File No. 116E-9

Work Order No. 04-076.02
Wolf Creek

Conservation Easement No. 4

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

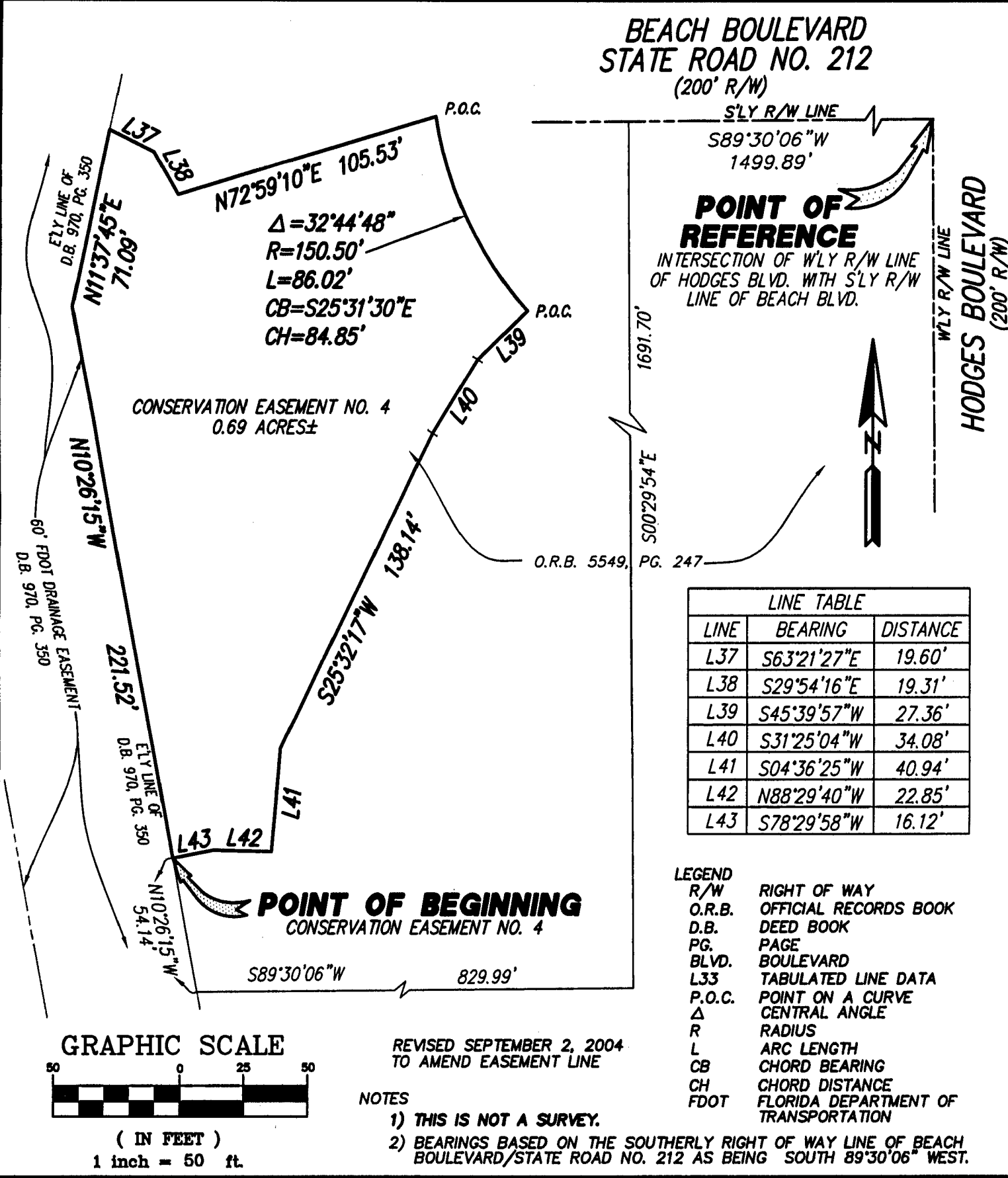
For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 1499.89 feet; thence South $00^{\circ}29'54''$ East, departing said Southerly right of way line, 1691.70 feet; thence South $89^{\circ}30'06''$ West, 829.99 feet to a point lying on the Easterly line of a 60 foot Florida Department of Transportation Drainage Easement as described and recorded in Deed Book 970, Page 350 of the current Public Records of said county; thence North $10^{\circ}26'15''$ West, along said Easterly line, 54.14 feet to the Point of Beginning.

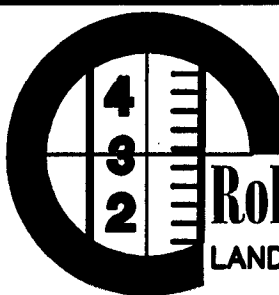
From said Point of Beginning, thence continue North $10^{\circ}26'15''$ West, along said Easterly line of a 60 foot Florida Department of Transportation Drainage Easement, a distance of 221.52 feet; thence North $11^{\circ}37'45''$ East, continuing along said Easterly line, 71.09 feet; thence South $63^{\circ}21'27''$ East, departing said Easterly line, 19.60 feet; thence South $29^{\circ}54'16''$ East, 19.31 feet; thence North $72^{\circ}59'10''$ East, 105.53 feet to a point on a curve concave Northeasterly, having a radius of 150.50 feet; thence Southeasterly along the arc of said curve, through a central angle of $32^{\circ}44'48''$, an arc length of 86.02 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $25^{\circ}31'30''$ East, 84.85 feet; thence South $45^{\circ}39'57''$ West, 27.36 feet; thence South $31^{\circ}25'04''$ West, 34.08 feet; thence South $25^{\circ}32'17''$ West, 138.14 feet; thence South $04^{\circ}36'25''$ West, 40.94 feet; thence North $88^{\circ}29'40''$ West, 22.85 feet; thence South $78^{\circ}29'58''$ West, 16.12 feet to the Point of Beginning.

Containing 0.69 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT





Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

SCALE: 1" = 50' DATE: MAY 20, 2004

ORDER NO.: 04-076.01 FILE NO.: 116E-9(4) DWN. BY: TT/JTS CAD FILE: I:/Survey/RMApro/Wolf Creek/SKETCHES/CONSV-ESMTS.dwg

JOSEPH LESLIE REYNOLDS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5517



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

September 2, 2004
File No. 116E-9

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

Work Order No. 04-076.02
Wolf Creek

Conservation Easement No. 6

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 1499.89 feet; thence South $00^{\circ}29'54''$ East, departing said Southerly right of way line, 1691.70 feet; thence South $89^{\circ}30'06''$ West, 829.99 feet to a point lying on the Easterly line of a 60 foot Florida Department of Transportation Drainage Easement as described and recorded in Deed Book 970, Page 350 of the current Public Records of said county; thence Northwesterly and Northeasterly along said Easterly line the following courses and distances: Course No. 1: thence North $10^{\circ}26'15''$ West, 275.67 feet; Course No. 2: thence North $11^{\circ}37'45''$ East, 121.05 feet; Course No. 3: thence North $28^{\circ}18'15''$ West, 126.85 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $28^{\circ}18'15''$ West, along said Easterly line of a 60 foot Florida Department of Transportation Drainage Easement, a distance of 30.29 feet; thence North $57^{\circ}15'45''$ East, continuing along said Easterly line, 17.83 feet; thence South $25^{\circ}23'44''$ West, departing said Easterly line, 5.59 feet; thence South $64^{\circ}36'16''$ East, 15.00 feet; thence South $25^{\circ}23'44''$ West, 27.48 feet to the Point of Beginning.

Containing 433 square feet, more or less.



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

September 2, 2004
File No. 116E-9

Work Order No. 04-076.02
Wolf Creek

Conservation Easement No. 7

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 1499.89 feet; thence South $00^{\circ}29'54''$ East, departing said Southerly right of way line, 1691.70 feet; thence South $89^{\circ}30'06''$ West, 829.99 feet to a point lying on the Easterly line of a 60 foot Florida Department of Transportation Drainage Easement as described and recorded in Deed Book 970, Page 350 of the current Public Records of said county; thence Northwesterly and Northeasterly along said Easterly line the following courses and distances: Course No. 1: thence North $10^{\circ}26'15''$ West, 275.67 feet; Course No. 2: thence North $11^{\circ}37'45''$ East, 121.05 feet; Course No. 3: thence North $28^{\circ}18'15''$ West, 157.14 feet; Course No. 4: thence North $57^{\circ}15'45''$ East, 48.89 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $57^{\circ}15'45''$ East, along said Easterly line of a 60 foot Florida Department of Transportation Drainage, a distance of 61.92 feet; thence South $48^{\circ}05'57''$ West, departing said Easterly line, 61.13 feet; thence North $41^{\circ}54'03''$ West, 9.86 feet to the Point of Beginning.

Containing 301 square feet, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

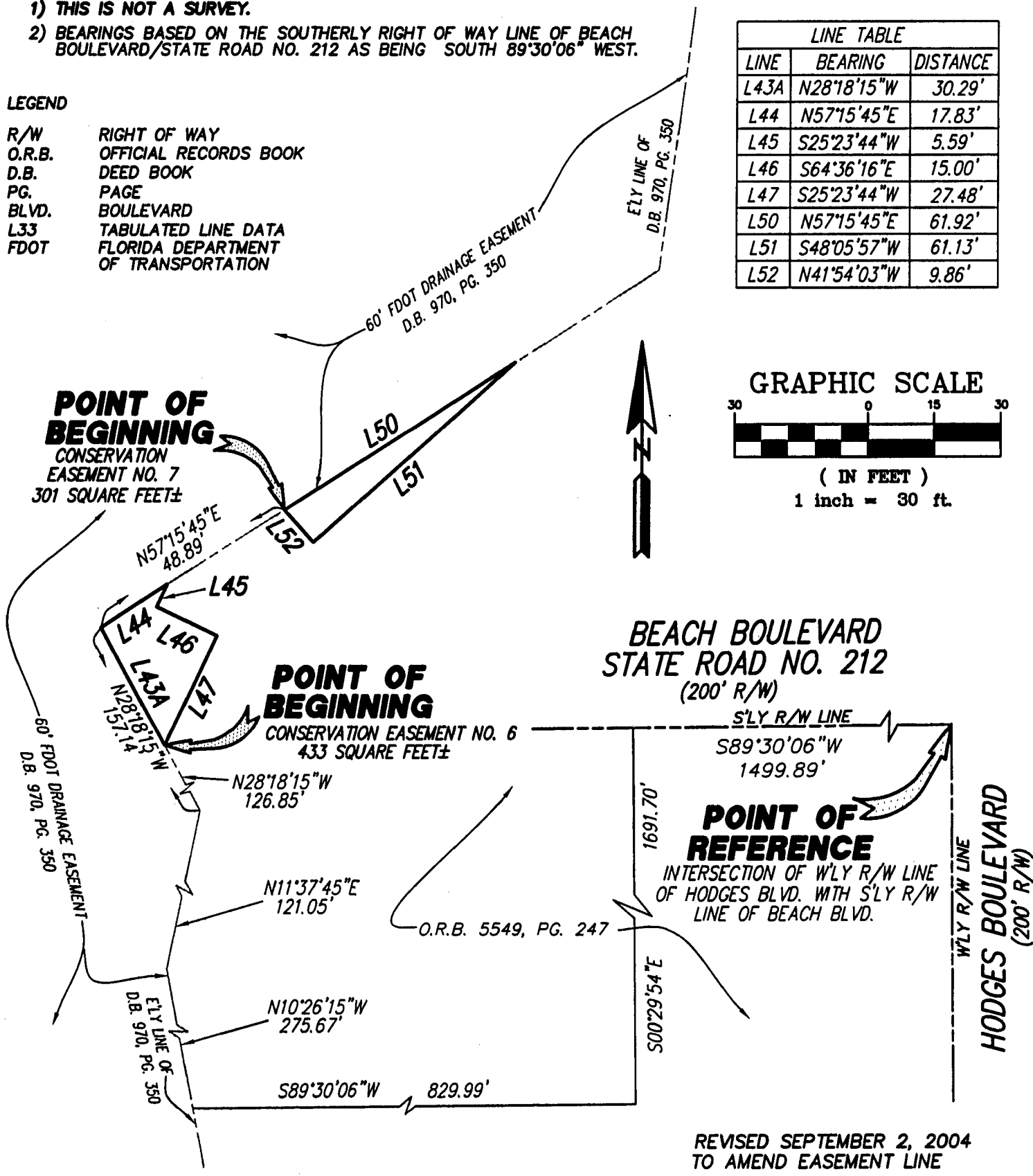
NOTES

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD/STATE ROAD NO. 212 AS BEING SOUTH 89°30'06" WEST.

LEGEND

R/W RIGHT OF WAY
O.R.B. OFFICIAL RECORDS BOOK
D.B. DEED BOOK
PG. PAGE
BLVD. BOULEVARD
L33 TABULATED LINE DATA
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

LINE TABLE		
LINE	BEARING	DISTANCE
L43A	N28°18'15"W	30.29'
L44	N57°15'45"E	17.83'
L45	S25°23'44"W	5.59'
L46	S64°36'16"E	15.00'
L47	S25°23'44"W	27.48'
L50	N57°15'45"E	61.92'
L51	S48°05'57"W	61.13'
L52	N41°54'03"W	9.86'



REVISED SEPTEMBER 2, 2004
TO AMEND EASEMENT LINE



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

[Signature]
JOSEPH LESLIE REYNOLDS, II
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5517

SCALE: 1" = 30' DATE: MAY 20, 2004



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

September 2, 2004
File No. 116E-9

Work Order No. 04-076.02
Wolf Creek

Conservation Easement No. 8

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 1499.89 feet; thence South $00^{\circ}29'54''$ East, departing said Southerly right of way line, 1691.70 feet; thence South $89^{\circ}30'06''$ West, 829.99 feet to a point lying on the Easterly line of a 60 foot Florida Department of Transportation Drainage Easement as described and recorded in Deed Book 970, Page 350 of the current Public Records of said county; thence Northwesterly and Northeasterly along said Easterly line the following courses and distances: Course No. 1: thence North $10^{\circ}26'15''$ West, 275.67 feet; Course No. 2: thence North $11^{\circ}37'45''$ East, 121.05 feet; Course No. 3: thence North $28^{\circ}18'15''$ West, 157.14 feet; Course No. 4: thence North $57^{\circ}15'45''$ East, 215.09 feet; Course No. 5: thence North $07^{\circ}41'45''$ East, 291.12 feet; Course No. 6: thence North $40^{\circ}01'15''$ West, 25.25 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $40^{\circ}01'15''$ West, along said Easterly line of a 60 foot Florida Department of Transportation Drainage Easement, a distance of 17.87 feet; thence North $67^{\circ}02'15''$ East, departing said Easterly line, 103.47 feet; thence South $07^{\circ}55'13''$ West, 32.98 feet; thence South $74^{\circ}53'36''$ West, 82.07 feet to the Point of Beginning.

Containing 2130 square feet, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,

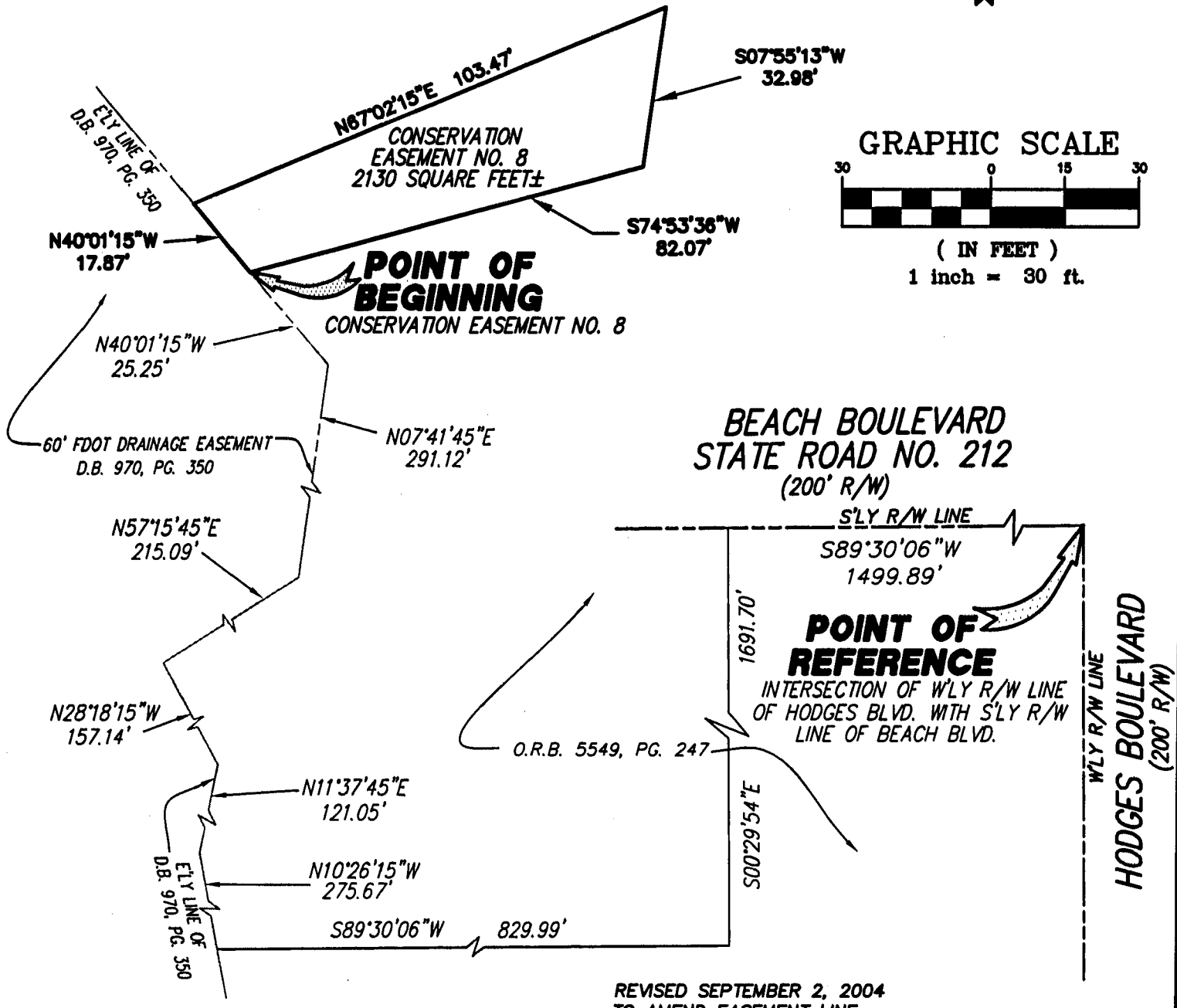
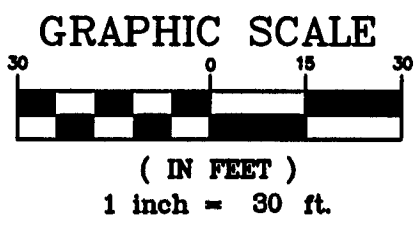
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

NOTES

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD/STATE ROAD NO. 212 AS BEING SOUTH 89°30'06" WEST.

LEGEND

R/W RIGHT OF WAY
O.R.B. OFFICIAL RECORDS BOOK
D.B. DEED BOOK
PG. PAGE
BLVD. BOULEVARD
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

JOSEPH LESLIE REYNOLDS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5517

SCALE: 1" = 30'
DATE: MAY 20, 2004



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

September 2, 2004
File No. 116E-9

Work Order No. 04-076.02
Wolf Creek

Conservation Easement No. 9

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 2492.91 feet to its intersection with the Easterly line of a 60 foot Florida Department of Transportation Drainage Easement as described and recorded in Deed Book 970, Page 350 of the current Public Records of said county; thence South $00^{\circ}30'15''$ East, along said Easterly line, 73.66 feet to the Point of Beginning.

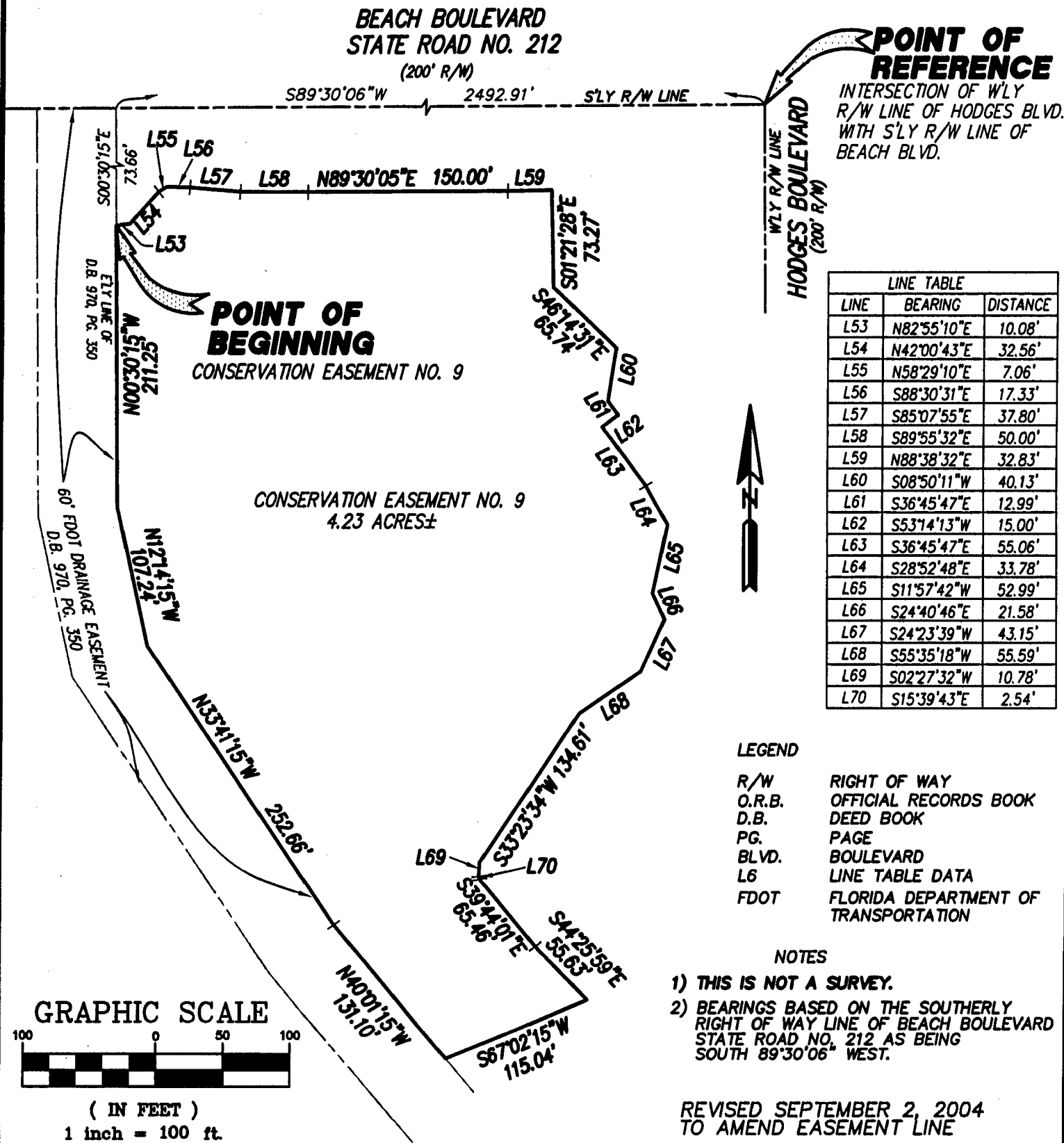
From said Point of Beginning, thence North $82^{\circ}55'10''$ East, departing said Easterly line of a 60 foot Florida Department of Transportation Drainage Easement, a distance of 10.08 feet; thence North $42^{\circ}00'43''$ East, 32.56 feet; thence North $58^{\circ}29'10''$ East, 7.06 feet; thence South $88^{\circ}30'31''$ East, 17.33 feet; thence South $85^{\circ}07'55''$ East, 37.80 feet; thence South $89^{\circ}55'32''$ East, 50.00 feet; thence North $89^{\circ}30'05''$ East, 150.00 feet; thence North $88^{\circ}38'32''$ East, 32.83 feet; thence South $01^{\circ}21'28''$ East, 73.27 feet; thence South $46^{\circ}14'31''$ East, 65.74 feet; thence South $08^{\circ}50'11''$ West, 40.13 feet; thence South $36^{\circ}45'47''$ East, 12.99 feet; thence South $53^{\circ}14'13''$ West, 15.00 feet; thence South $36^{\circ}45'47''$ East, 55.06 feet; thence South $28^{\circ}52'48''$ East, 33.78 feet; thence South $11^{\circ}57'42''$ West, 52.99 feet; thence South $24^{\circ}40'46''$ East, 21.58 feet; thence South $24^{\circ}23'39''$ West, 43.15 feet; thence South $55^{\circ}35'18''$ West, 55.59 feet; thence South $33^{\circ}23'34''$ West, 134.61 feet; thence South $02^{\circ}27'32''$ West, 10.78 feet; thence South $15^{\circ}39'43''$ East, 2.54 feet; thence South $39^{\circ}44'01''$ East, 65.46 feet; thence South $44^{\circ}25'59''$ East, 55.63 feet; thence South $67^{\circ}02'15''$ West, 115.04 feet to a point lying on said Easterly line of a 60 foot Florida Department of Transportation Drainage Easement; thence Northwesterly along said Easterly line the following courses and distances: Course No. 1: thence North $40^{\circ}01'15''$ West, 131.10 feet; Course No. 2: thence North $33^{\circ}41'15''$ West, 252.66 feet; Course No. 3: thence North $12^{\circ}14'15''$ West, 107.24 feet; Course No. 4: thence North $00^{\circ}30'15''$ West, 211.25 feet to the Point of Beginning.

Containing 4.23 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Robert M. Angas Associates, inc.

LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL, 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

JOSEPH LESLIE REYNOLDS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5517

SCALE: 1" = 100'

DATE: MAY 20, 2004



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

September 2, 2004
File No. 116E-9

Work Order No. 04-076.02
Wolf Creek

Conservation Easement No. 10

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

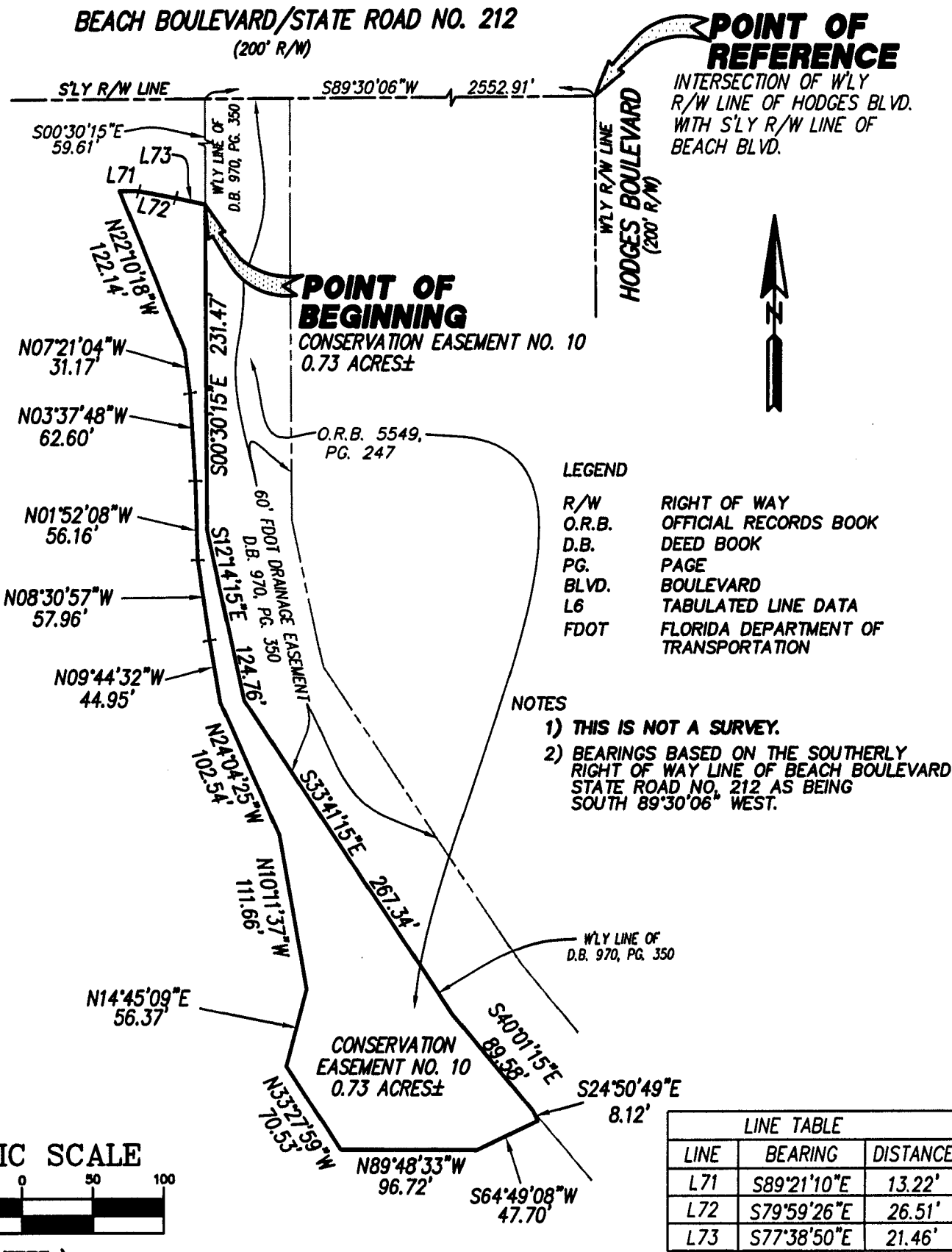
For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 2552.91 feet to its intersection with the Westerly line of a 60 foot Florida Department of Transportation Drainage Easement as described and recorded in Deed Book 970, Page 350 of the current Public Records of said county; thence South $00^{\circ}30'15''$ East, departing said Southerly right of way line, and along said Westerly line, 59.61 feet to the Point of Beginning.

From said Point of Beginning, thence Southeasterly along the Westerly line of said 60 foot Florida Department of Transportation Drainage Easement, the following courses and distances: Course No. 1: thence continue South $00^{\circ}30'15''$ East, 231.47 feet; Course No. 2: thence South $12^{\circ}14'15''$ East, 124.76 feet; Course No. 3: thence South $33^{\circ}41'15''$ East, 267.34 feet; Course No. 4: thence South $40^{\circ}01'15''$ East, 89.58 feet; thence South $24^{\circ}50'49''$ East, departing said Westerly line, 8.12 feet; thence South $64^{\circ}49'08''$ West, 47.70 feet; thence North $89^{\circ}48'33''$ West, 96.72 feet; thence North $33^{\circ}27'59''$ West, 70.53 feet; thence North $14^{\circ}45'09''$ East, 56.37 feet; thence North $10^{\circ}11'37''$ West, 111.66 feet; thence North $24^{\circ}04'25''$ West, 102.54 feet; thence North $09^{\circ}44'32''$ West, 44.95 feet; thence North $08^{\circ}30'57''$ West, 57.96 feet; thence North $01^{\circ}52'08''$ West, 56.16 feet; thence North $03^{\circ}37'48''$ West, 62.60 feet; thence North $07^{\circ}21'04''$ West, 31.17 feet; thence North $22^{\circ}10'18''$ West, 122.14 feet; thence South $89^{\circ}21'10''$ East, 13.22 feet; thence South $79^{\circ}59'26''$ East, 26.51 feet; thence South $77^{\circ}38'50''$ East, 21.46 feet to the Point of Beginning.

Containing 0.73 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT



Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

JOSEPH LESLIE REYNOLDS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5517

SCALE: 1" = 100'
DATE: MAY 20, 2004



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

September 2, 2004
File No. 116E-9

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

Work Order No. 04-076.02
Wolf Creek

Conservation Easement No. 11

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 1499.89 feet; thence South $00^{\circ}29'54''$ East, departing said Southerly right of way line, 1691.70 feet; thence South $89^{\circ}30'06''$ West, 890.91 feet to a point lying on the Westerly line of a 60 foot Florida Department of Transportation Drainage Easement as described and recorded in Deed Book 970, Page 350 of the current Public Records of said county; thence North $10^{\circ}26'15''$ West, along said Westerly line, 51.46 feet to the Point of Beginning.

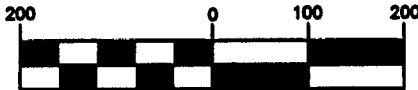
From said Point of Beginning, thence North $89^{\circ}56'20''$ West, departing said Westerly line of a 60 foot Florida Department of Transportation Drainage Easement, a distance of 2.44 feet; thence South $03^{\circ}50'30''$ East, 4.36 feet; thence South $86^{\circ}01'56''$ West, 13.92 feet; thence South $65^{\circ}43'16''$ West, 25.13 feet; thence South $74^{\circ}36'57''$ West, 64.31 feet; thence South $87^{\circ}50'38''$ West, 26.01 feet; thence Due North, 279.22 feet; thence North $12^{\circ}03'11''$ West, 23.49 feet; thence Due North, 95.43 feet; thence North $76^{\circ}23'20''$ East, 15.00 feet; thence North $13^{\circ}36'40''$ West, 25.09 feet; thence North $16^{\circ}02'52''$ West, 53.00 feet; thence South $73^{\circ}57'08''$ West, 15.00 feet; thence North $16^{\circ}02'52''$ West, 24.01 feet; thence North $13^{\circ}58'13''$ East, 35.23 feet; thence North $08^{\circ}27'05''$ East, 12.98 feet; thence North $25^{\circ}58'27''$ East, 33.21 feet; thence North $14^{\circ}08'39''$ East, 43.72 feet; thence North $23^{\circ}42'43''$ East, 159.05 feet; thence North $01^{\circ}20'24''$ West, 31.17 feet; thence North $19^{\circ}18'43''$ East, 78.90 feet; thence North $84^{\circ}12'53''$ East, 61.30 feet; thence North $27^{\circ}58'34''$ East, 3.36 feet; thence North $89^{\circ}15'14''$ East, 4.76 feet; thence North $00^{\circ}44'46''$ West, 19.58 feet; thence North $67^{\circ}02'15''$ East, 77.59 feet to a point lying on said Westerly line of a 60 foot Florida Department of Transportation Drainage Easement; thence Southeasterly and Southwesterly along said Westerly line the following courses and distances: Course No. 1: thence South $40^{\circ}01'15''$ East, 35.00 feet; Course No. 2: thence South $07^{\circ}41'45''$ West, 236.88 feet; Course No. 3: thence South $57^{\circ}15'45''$ West, 242.91 feet; Course No. 4: thence South $28^{\circ}18'15''$ East, 190.86 feet; Course No. 5: thence South $11^{\circ}37'45''$ West, 110.95 feet; Course No. 6: thence South $10^{\circ}26'15''$ East, 225.39 feet to the Point of Beginning.

Containing 2.41 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

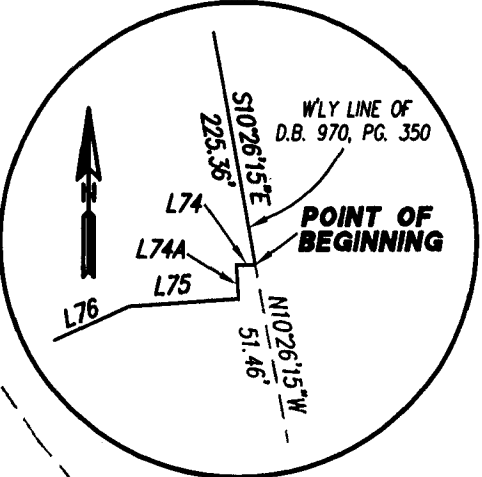
A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.



DETAIL "A"
(NOT TO SCALE)

**BEACH BOULEVARD/
STATE ROAD NO. 212**
(200' R/W)

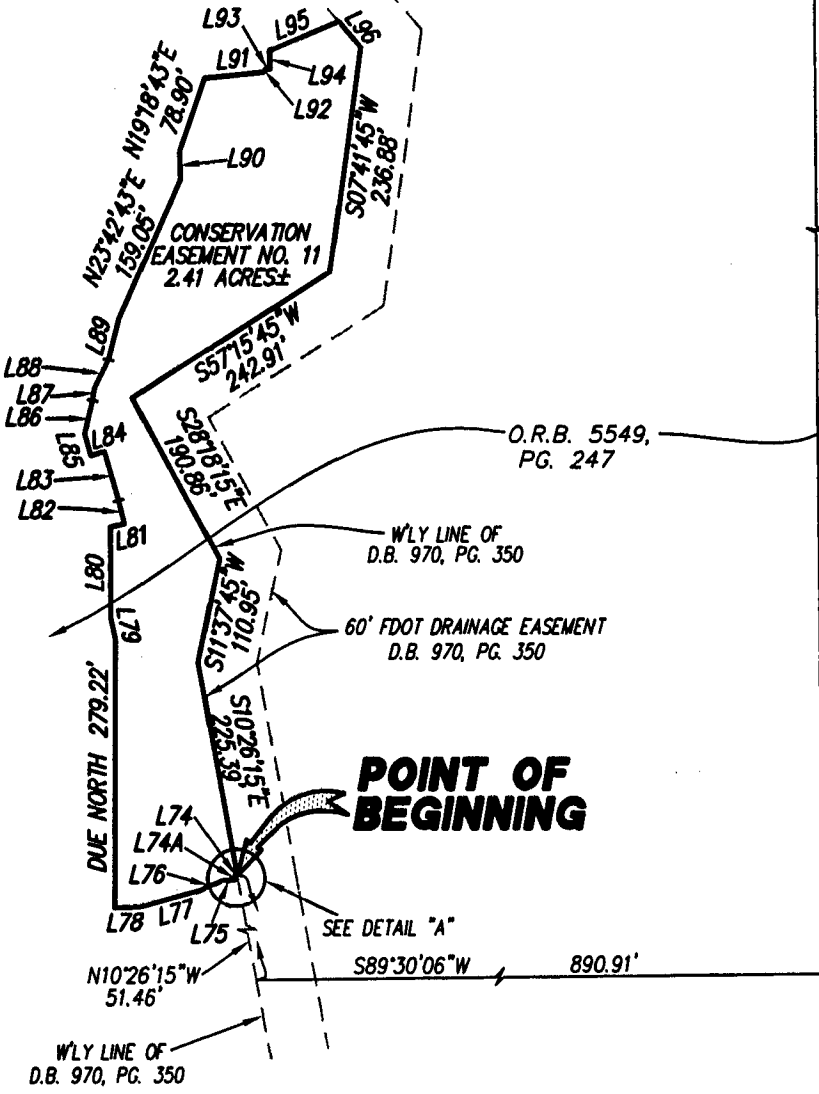
S'LY R/W LINE

S89°30'06"W
1499.89'

WLY R/W LINE

**POINT OF
REFERENCE**
INTERSECTION OF WLY
R/W LINE OF HODGES BLVD.
WITH S'LY R/W LINE OF
BEACH BLVD.

HODGES BOULEVARD
(200' R/W)



O.R.B. 5549,
PG. 247

WLY LINE OF
D.B. 970, PG. 350

60' FDOT DRAINAGE EASEMENT
D.B. 970, PG. 350

**POINT OF
BEGINNING**

SEE DETAIL "A"

S89°30'06"W 890.91'

WLY LINE OF
D.B. 970, PG. 350

LINE TABLE		
LINE	BEARING	DISTANCE
L74	N89°56'20"W	2.44'
L74A	S03°50'30"E	4.36'
L75	S86°01'56"W	13.92'
L76	S65°43'16"W	25.13'
L77	S74°36'57"W	64.31'
L78	S87°50'38"W	26.01'
L79	N12°03'11"W	23.49'
L80	DUE NORTH	95.43'
L81	N76°23'20"E	15.00'
L82	N13°36'40"W	25.09'
L83	N16°02'52"W	53.00'
L84	S73°57'08"W	15.00'
L85	N16°02'52"W	24.01'
L86	N13°58'13"E	35.23'
L87	N08°27'05"E	12.98'
L88	N25°58'27"E	33.21'
L89	N14°08'39"E	43.72'
L90	N01°20'24"W	31.17'
L91	N84°12'53"E	61.30'
L92	N27°58'34"E	3.36'
L93	N89°15'14"E	4.76'
L94	N00°44'46"W	19.58'
L95	N67°02'15"E	77.59'
L96	S40°01'15"E	35.00'

REVISED SEPTEMBER 2, 2004
TO AMEND EASEMENT LINE

LEGEND

- R/W RIGHT OF WAY
- O.R.B. OFFICIAL RECORDS BOOK
- D.B. DEED BOOK
- PG. PAGE
- BLVD. BOULEVARD
- L6 TABULATED LINE DATA
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

- NOTES**
- 1) THIS IS NOT A SURVEY.
 - 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD STATE ROAD NO. 212 AS BEING SOUTH 89°30'06" WEST.



Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

SCALE: 1" = 200'

DATE: MAY 20, 2004

JOSEPH LESLIE REYNOLDS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5517



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

May 20, 2004
File No. 116E-9

Work Order No. 04-076.01
Wolf Creek

Conservation Easement No. 12

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

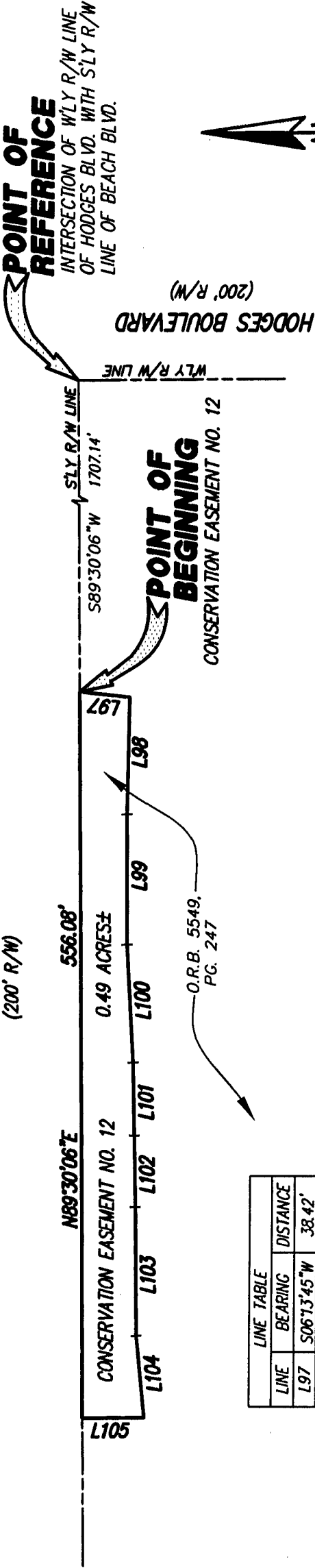
For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 1707.14 feet to the Point of Beginning.

From said Point of Beginning, thence South $06^{\circ}13'45''$ West, 38.42 feet; thence North $88^{\circ}46'49''$ West, 88.41 feet; thence South $89^{\circ}47'17''$ West, 100.00 feet; thence South $86^{\circ}38'32''$ West, 89.31 feet; thence South $88^{\circ}57'47''$ West, 55.86 feet; thence South $88^{\circ}57'33''$ West, 54.95 feet; thence South $89^{\circ}12'54''$ West, 100.00 feet; thence South $84^{\circ}13'39''$ West, 63.48 feet; thence North $00^{\circ}30'14''$ West, 46.84 feet to a point on said Southerly right of way line; thence North $89^{\circ}30'06''$ East, along said Southerly right of way line, 556.08 feet to the Point of Beginning.

Containing 0.49 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION
A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

BEACH BOULEVARD/ STATE ROAD NO. 212
(200' R/W)



LINE TABLE		
LINE	BEARING	DISTANCE
L97	S06°13'45\"W	38.42'
L98	N88°46'49\"W	88.41'
L99	S89°47'17\"W	100.00'
L100	S86°38'32\"W	89.31'
L101	S88°57'47\"W	55.86'
L102	S88°57'33\"W	54.95'
L103	S89°12'54\"W	100.00'
L104	S84°13'39\"W	63.48'
L105	N00°30'14\"W	46.84'

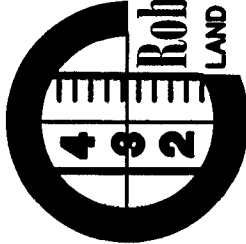
LEGEND
R/W
O.R.B.
PG.
BLVD.
L6

RIGHT OF WAY
OFFICIAL RECORDS BOOK
PAGE
BOULEVARD
TABULATED LINE DATA



NOTES

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD STATE ROAD NO. 212 AS BEING SOUTH 89°30'06\"W.



Robert M. Angas Associates, Inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOSEPH/LESLIE REYNOLDS, M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5517

DATE: MAY 20, 2004

SCALE: 1" = 100'

ORDER NO.: 04-076.01

FILE NO.: 116E-9(12)

DWN. BY: IT

CAD FILE: I:/Survey/RM/Proj/Wall Creek/CONSV-ESMITS.dwg



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

May 20, 2004
File No. 116E-9

Work Order No. 04-076.01
Wolf Creek

Conservation Easement No. 13

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

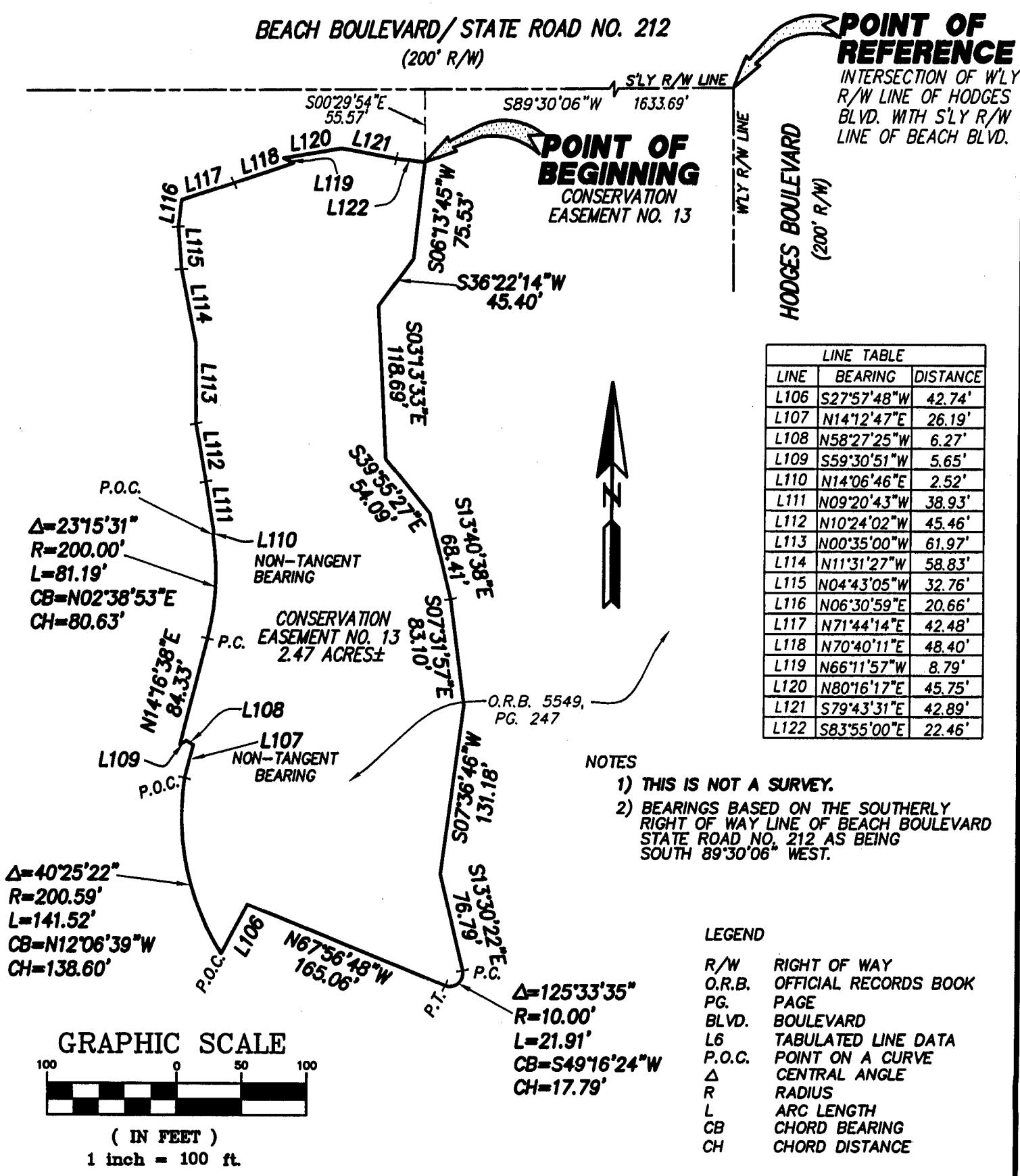
For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 1633.69 feet; thence South $00^{\circ}29'54''$ East, departing said Southerly right of way line, 55.57 feet to the Point of Beginning.

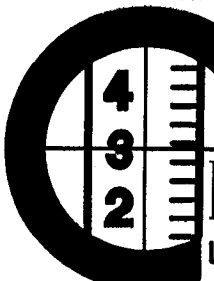
From said Point of Beginning, thence South $06^{\circ}13'45''$ West, 75.53 feet; thence South $36^{\circ}22'14''$ West, 45.40 feet; thence South $03^{\circ}13'33''$ East, 118.69 feet; thence South $39^{\circ}55'27''$ East, 54.09 feet; thence South $13^{\circ}40'38''$ East, 68.41 feet; thence South $07^{\circ}31'57''$ East, 83.10 feet; thence South $07^{\circ}36'46''$ West, 131.18 feet; thence South $13^{\circ}30'22''$ East, 76.79 feet to a point of curvature of a curve concave Northwesterly, having a radius of 10.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $125^{\circ}33'35''$, an arc length of 21.91 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $49^{\circ}16'24''$ West, 17.79 feet; thence North $67^{\circ}56'48''$ West, 165.06 feet; thence South $27^{\circ}57'48''$ West, 42.74 feet to a point on a curve concave Easterly, having a radius of 200.59 feet; thence Northwesterly along the arc of said curve, through a central angle of $40^{\circ}25'22''$, an arc length of 141.52 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $12^{\circ}06'39''$ West, 138.60 feet; thence North $14^{\circ}12'47''$ East, along a non-tangent bearing, 26.19 feet; thence North $58^{\circ}27'25''$ West, 6.27 feet; thence South $59^{\circ}30'51''$ West, 5.65 feet; thence North $14^{\circ}16'38''$ East, 84.33 feet to a point of curvature of a curve concave Westerly, having a radius of 200.00 feet; thence Northerly along the arc of said curve, through a central angle of $23^{\circ}15'31''$, an arc length of 81.19 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $02^{\circ}38'53''$ East, 80.63 feet; thence North $14^{\circ}06'46''$ East, along a non-tangent bearing, 2.52 feet; thence North $09^{\circ}20'43''$ West, 38.93 feet; thence North $10^{\circ}24'02''$ West, 45.46 feet; thence North $00^{\circ}35'00''$ West, 61.97 feet; thence North $11^{\circ}31'27''$ West, 58.83 feet; thence North $04^{\circ}43'05''$ West, 32.76 feet; thence North $06^{\circ}30'59''$ East, 20.66 feet; thence North $71^{\circ}44'14''$ East, 42.48 feet; thence North $70^{\circ}40'11''$ East, 48.40 feet; thence North $66^{\circ}11'57''$ West, 8.79 feet; thence North $80^{\circ}16'17''$ East, 45.75 feet; thence South $79^{\circ}43'31''$ East, 42.89 feet; thence South $83^{\circ}55'00''$ East, 22.46 feet to the Point of Beginning.

Containing 2.47 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT





Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOSEPH LESLIE REYNOLDS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5517

SCALE: 1" = 100'

DATE: MAY 20, 2004



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

May 20, 2004
File No. 116E-9
Sheet 1 of 2

Work Order No. 04-076.01
Wolf Creek

Conservation Easement No. 14

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 1959.04 feet; thence South $00^{\circ}29'55''$ East, departing said Southerly right of way line, 50.73 feet to the Point of Beginning.

From said Point of Beginning, thence South $06^{\circ}10'10''$ East, 10.07 feet; thence South $17^{\circ}16'26''$ East, 28.87 feet; thence South $26^{\circ}41'45''$ West, 20.97 feet; thence South $72^{\circ}08'45''$ West, 15.00 feet; thence South $24^{\circ}07'19''$ East, 46.07 feet; thence South $01^{\circ}40'14''$ East, 43.28 feet; thence South $11^{\circ}27'59''$ East, 56.13 feet; thence South $05^{\circ}11'32''$ East, 40.94 feet; thence South $12^{\circ}45'40''$ East, 42.67 feet; thence South $25^{\circ}07'21''$ East, 26.80 feet; thence North $64^{\circ}52'39''$ East, 15.00 feet; thence South $25^{\circ}07'21''$ East, 9.75 feet; thence South $48^{\circ}41'33''$ East, 32.98 feet; thence South $62^{\circ}01'21''$ East, 20.49 feet; thence South $17^{\circ}30'37''$ East, 17.00 feet; thence South $14^{\circ}16'38''$ West, 105.04 feet to a point of curvature of a curve concave Easterly, having a radius of 257.50 feet; thence Southerly along the arc of said curve, through a central angle of $14^{\circ}50'04''$, an arc length of 66.67 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $06^{\circ}51'36''$ West, 66.48 feet; thence South $36^{\circ}28'02''$ West, 12.88 feet; thence South $35^{\circ}15'07''$ West, 5.26 feet to a point on a curve concave Northeasterly, having a radius of 348.07 feet; thence Southeasterly along the arc of said curve, through a central angle of $19^{\circ}19'43''$, an arc length of 117.42 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $18^{\circ}05'14''$ East, 116.87 feet; thence South $62^{\circ}14'23''$ West, 66.99 feet to a point on a non-tangent curve, concave Northwesterly, having a radius of 117.50 feet; thence Southwesterly along the arc of said non-tangent curve, through a central angle of $21^{\circ}10'09''$, an arc length of 43.41 feet to a point on said non-tangent curve, said arc being subtended by a chord bearing and distance of South $72^{\circ}49'28''$ West, 43.17 feet; thence North $26^{\circ}54'54''$ West, 6.79 feet; thence South $63^{\circ}05'06''$ West, 15.00 feet; thence North $26^{\circ}54'54''$ West, 12.34 feet; thence North $02^{\circ}24'05''$ West, 23.18 feet; thence North $87^{\circ}35'55''$ East, 15.00 feet; thence North $02^{\circ}24'05''$ West, 21.12 feet; thence North $06^{\circ}41'51''$ West, 22.81 feet; thence North $45^{\circ}58'29''$ West, 67.75 feet; thence North $47^{\circ}43'30''$ West, 39.10 feet; thence North $36^{\circ}33'44''$ West, 20.13 feet; thence South

May 20, 2004
File No. 116E-9
Sheet 2 of 2

Work Order No. 04-076.01
Wolf Creek

Conservation Easement No. 14 (continued)

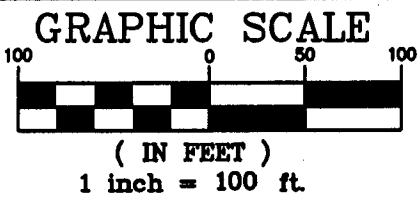
52°08'50" West, 15.00 feet; thence North 36°33'44" West, 21.65 feet; thence North 07°26'38" East, 45.91 feet; thence North 53°30'22" East, 34.09 feet; thence North 13°58'23" West, 226.59 feet; thence North 13°11'24" West, 80.66 feet; thence North 03°02'08" East, 17.33 feet; thence North 18°14'19" East, 40.81 feet; thence North 02°06'39" West, 60.63 feet; thence South 88°04'10" West, 35.00 feet; thence North 64°01'32" West, 73.55 feet; thence North 85°58'48" East, 15.85 feet; thence North 88°04'10" East, 100.03 feet; thence North 87°35'19" East, 107.04 feet; thence South 88°17'56" East, 34.00 feet to the Point of Beginning.

Containing 2.66 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

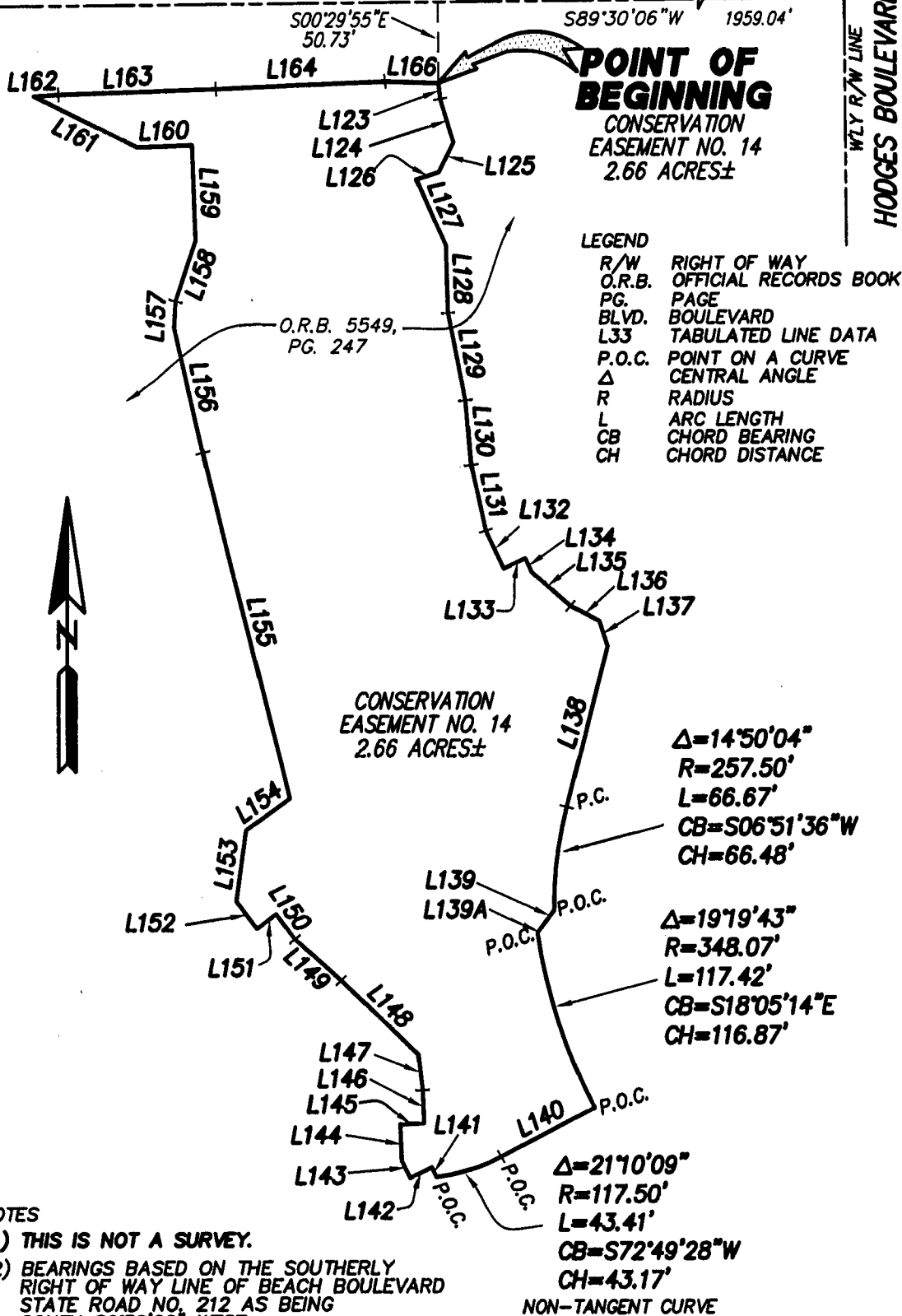
A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT



BEACH BOULEVARD/
STATE ROAD NO. 212
(200' R/W)

**POINT OF
REFERENCE**
INTERSECTION OF WLY
R/W LINE OF HODGES
BLVD. WITH S'LY R/W
LINE OF BEACH BLVD.



LINE TABLE		
LINE	BEARING	DISTANCE
L123	S06°10'10"E	10.07'
L124	S17°16'26"E	28.87'
L125	S26°41'45"W	20.97'
L126	S72°08'45"W	15.00'
L127	S24°07'19"E	46.07'
L128	S01°40'14"E	43.28'
L129	S11°27'59"E	56.13'
L130	S05°11'32"E	40.94'
L131	S12°45'40"E	42.67'
L132	S25°07'21"E	26.80'
L133	N64°52'39"E	15.00'
L134	S25°07'21"E	9.75'
L135	S48°41'33"E	32.98'
L136	S62°01'21"E	20.49'
L137	S17°30'37"E	17.00'
L138	S14°16'38"W	105.04'
L139	S36°28'02"W	12.88'
L139A	S35°15'17"W	5.26'
L140	S62°14'23"W	66.99'
L141	N26°54'54"W	6.79'
L142	S63°05'06"W	15.00'
L143	N26°54'54"W	12.34'
L144	N02°24'05"W	23.18'
L145	N87°35'55"E	15.00'
L146	N02°24'05"W	21.12'
L147	N06°41'51"W	22.81'
L148	N45°58'29"W	67.75'
L149	N47°43'30"W	39.10'
L150	N36°33'44"W	20.13'
L151	S52°08'50"W	15.00'
L152	N36°33'44"W	21.65'
L153	N07°26'38"E	45.91'
L154	N53°30'22"E	34.09'
L155	N13°58'23"W	226.59'
L156	N13°11'24"W	80.66'
L157	N03°02'08"E	17.33'
L158	N18°14'19"E	40.81'
L159	N02°06'39"W	60.63'
L160	S88°04'10"W	35.00'
L161	N64°01'32"W	73.55'
L162	N85°58'48"E	15.85'
L163	N88°04'10"E	100.03'
L164	N87°35'19"E	107.04'
L166	S88°17'56"E	34.00'

NOTES
1) THIS IS NOT A SURVEY.
2) BEARINGS BASED ON THE SOUTHERLY
RIGHT OF WAY LINE OF BEACH BOULEVARD
STATE ROAD NO. 212 AS BEING
SOUTH 89°30'06" WEST.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

JOSEPH LESLIE REYNOLDS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5517

SCALE: 1" = 100'

DATE: MAY 20, 2004

ORDER NO.: 04-076.01 FILE NO.: 116E-9(14) DWN. BY: TT CAD FILE: I:/Survey/RMAprol/Wolf Creek/CONSV-ESMIS.dwg



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

May 20, 2004
File No. 116E-9

Work Order No. 04-076.01
Wolf Creek

Conservation Easement No. 15

A portion of Section 35, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, with the Southerly right of way line of Beach Boulevard/State Road No. 212, a 200 foot right of way as now established; thence South $89^{\circ}30'06''$ West, along said Southerly right of way line, 1880.03 feet; thence South $00^{\circ}29'54''$ East, departing said Southerly right of way line, 783.63 feet to the Point of Beginning.

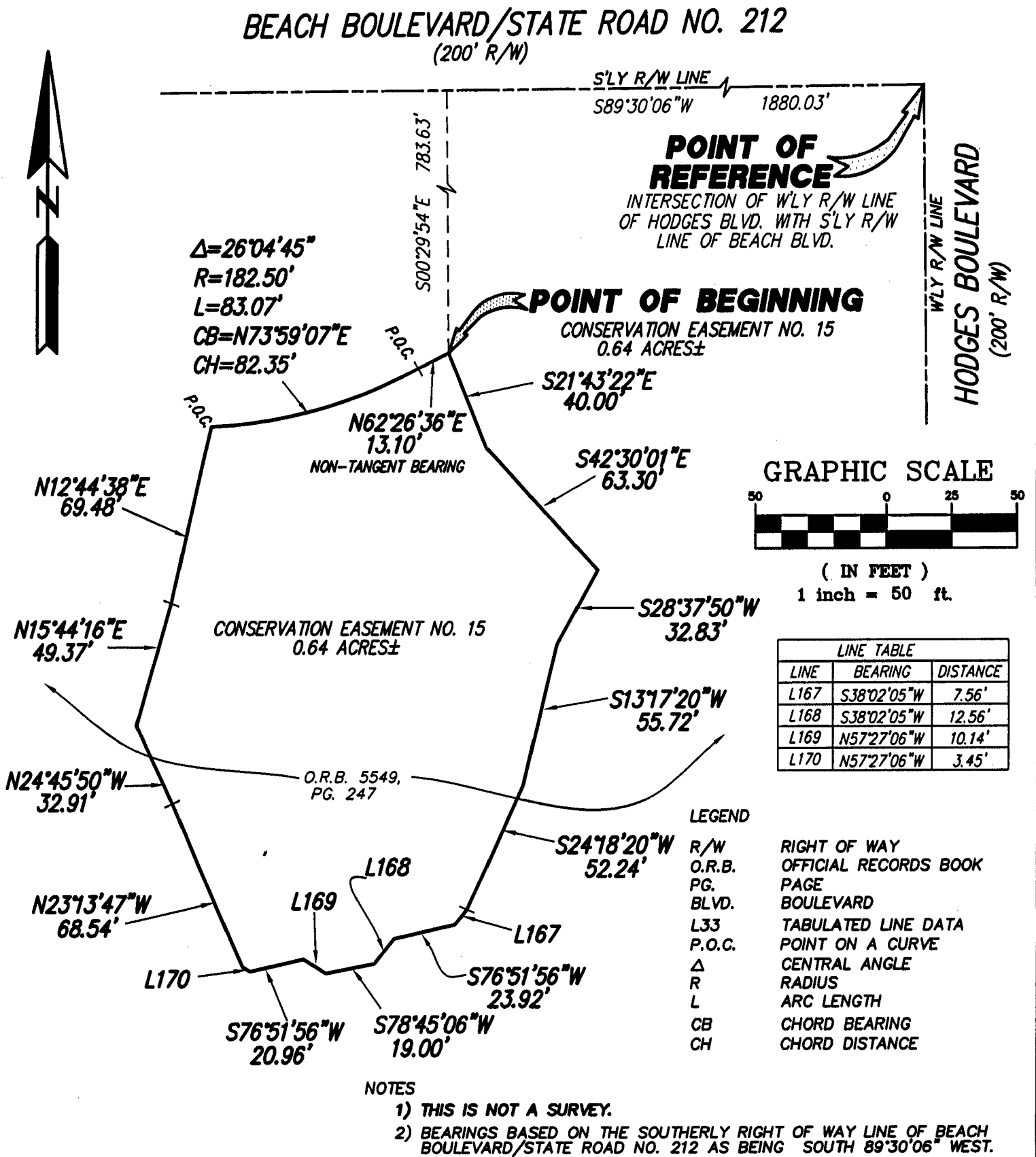
From said Point of Beginning, thence South $21^{\circ}43'22''$ East, 40.00 feet; thence South $42^{\circ}30'01''$ East, 63.30 feet; thence South $28^{\circ}37'50''$ West, 32.83 feet; thence South $13^{\circ}17'20''$ West, 55.72 feet; thence South $24^{\circ}18'20''$ West, 52.24 feet; thence South $38^{\circ}02'05''$ West, 7.56 feet; thence South $76^{\circ}51'56''$ West, 23.92 feet; thence South $38^{\circ}02'05''$ West, 12.56 feet; thence South $78^{\circ}45'06''$ West, 19.00 feet; thence North $57^{\circ}27'06''$ West, 10.14 feet; thence South $76^{\circ}51'56''$ West, 20.96 feet; thence North $57^{\circ}27'06''$ West, 3.45 feet; thence North $23^{\circ}13'47''$ West, 68.54 feet; thence North $24^{\circ}45'50''$ West, 32.91 feet; thence North $15^{\circ}44'16''$ East, 49.37 feet; thence North $12^{\circ}44'38''$ East, 69.48 feet to a point on a curve concave Northwesterly, having a radius of 182.50 feet; thence Northeasterly along the arc of said curve through a central angle of $26^{\circ}04'45''$, an arc length of 83.07 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $73^{\circ}59'07''$ East, 82.35 feet; thence North $62^{\circ}26'36''$ East, along a non-tangent bearing, 13.10 feet to the Point of Beginning.

Containing 0.64 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



Robert M. Angas Associates, inc.

LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

SCALE: 1" = 50'

DATE: MAY 20, 2004

JOSEPH LESLIE REYNOLDS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5517

ORDER NO.: 04-076.01 FILE NO.: 116E-9(15) DWN. BY: TT CAD FILE: I:/Survey/RMAproj/Wolf Creek/CONSV-ESMYS.dwg

Prepared by: Theresa M. Rooney
Assistant General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202

Doc# 2003396380
Book: 11513
Pages: 691 - 698
Filed & Recorded
12/08/2003 10:14:29 AM

Return to: Fred Atwill, Jr.
Manager/ CMSO
Room 100, City Hall Annex
220 E. Bay Street
Jacksonville, Florida 32202

JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 33.00
TRUST FUND \$ 4.50
COPY FEE \$ 8.00
CERTIFY \$ 1.00

NOTICE OF FAIR SHARE ASSESSMENT CONTRACT

On November 21st, 2003, a Fair Share Assessment Contract (#31525) was entered into between the City of Jacksonville and Pulte Home Corporation, a Michigan corporation, (Resolution 2003-1257-A) pursuant to the authority of Part 3, Chapter 655, Ordinance Code. The real property which is subject to the contract is described on Exhibit A attached hereto and incorporated herein by this reference. This contract is binding upon the successors and assigns of the parties and is subject to the following terms:

- (1) The term of the contract is for 5 years and expires on November 20th, 2008.
- (2) The fair share assessment amount is \$337,640, subject to the annual inflation adjustments reflected in Schedule 1 to Exhibit B attached to the contract.
- (3) The affected Fair Share Fund Sector is Sector 3.4.

The developer's address is: 7785 Baymeadows Way, Suite 200, Jacksonville, Florida 32256. The original Fair Share Assessment Contract is on file with the Jacksonville Planning and Development Department, Concurrency Management System Office ("CMSO"), Room 100, 220 E. Bay Street, Jacksonville, Florida 32202. A copy may be requested and/or additional information may be obtained by calling the CMSO at 904-630-1125.

CITY OF JACKSONVILLE

By: [Signature]
Jeannie L. Fewell
Director of Planning & Development

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing Notice of Fair Share Assessment Contract was executed and acknowledged before me this 21st day of November, 2003, by Jeannie L. Fewell, as Director of Planning and Development. She is personally known to me and did not take an oath.

[Signature] (x)



K.R. Approbato
Commission # DD264880
Expires November 4, 2007
Bonded Troy Fair - Insurance, Inc. 800-386-7019

[Print or type name]
NOTARY PUBLIC
My Commission Expires: _____

18

EXHIBIT A

1 of 2

LEGAL DESCRIPTION:

A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD, (A 200-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD (A 200-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89°18'17" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1499.89 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE SOUTH 00°41'43" EAST, 1691.71 FEET; THENCE SOUTH 89°18'17" WEST, ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE AND ALONG THE NORTHERLY LINE OF "JACKSONVILLE GOLF AND COUNTRY CLUB" AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 945, 2149.33 FEET TO THE WESTERLY LINE OF 60-FOOT WIDE FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT; THENCE NORTHERLY, ALONG SAID WESTERLY EASEMENT LINE THE FOLLOWING BEARINGS AND DISTANCES, THENCE NORTH 11°46'03" WEST, 104.62 FEET; THENCE NORTH 78°13'57" EAST, 15.00 FEET; THENCE NORTH 11°46'03" WEST, 134.62 FEET; THENCE NORTH 10°17'03" WEST, 301.05 FEET; THENCE NORTH 11°05'57" EAST, 257.14 FEET; THENCE NORTH 05°11'03" WEST, 208.51 FEET; THENCE NORTH 18°29'03" WEST, 212.68 FEET; THENCE NORTH 11°11'03" WEST, 151.41 FEET; THENCE NORTH 07°26'03" WEST, 223.29 FEET; THENCE NORTH 00°42'03" WEST, 124.47 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD; THENCE NORTH 89°18'17" EAST, ALONG LAST SAID SOUTHERLY RIGHT-OF-WAY LINE, 2313.22 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 86.45 ACRES, MORE OR LESS.

1 of 2

SCHEDULE 1
TO EXHIBIT B

ANNUAL INFLATION ADJUSTMENTS
TO FAIR SHARE ASSESSMENT AMOUNT

Subject to the term of the fair share assessment contract, the fair share assessment shall be adjusted as follows:

- a. if such payment is made between January 1, 2004 and December 31, 2004, the fair share assessment amount shall be increased by 3.3%; and
- b. if such payment is made between January 1, 2005 and December 31, 2005, the fair share assessment amount shall be increased by an additional 3.3% or a cumulative 6.71%; and
- c. if such payment is made between January 1, 2006 and December 31, 2006, the fair share assessment amount shall be increased by an additional 3.3% or a cumulative 10.23%; and
- d. if such payment is made between January 1, 2007 and December 31, 2007, the fair share assessment amount shall be increased by an additional 3.3% or a cumulative 13.87%; and
- e. if such payment is made between January 1, 2008 and prior to the expiration of this contract, the fair share assessment amount shall be increased by an additional 3.3% or a cumulative 17.63%.

These escalation amount factors shall be applied to the base calculation when the fair share assessment amount is paid in a calendar year other than the calendar year in which the fair share assessment contract is approved.

Revised January 10, 2003

EXHIBIT B

FAIR SHARE ASSESSMENT FOR ROAD IMPROVEMENTS

PROJECT NAME: Beach Blvd Condos/Townhomes

RECORD NO: CCAS 31525

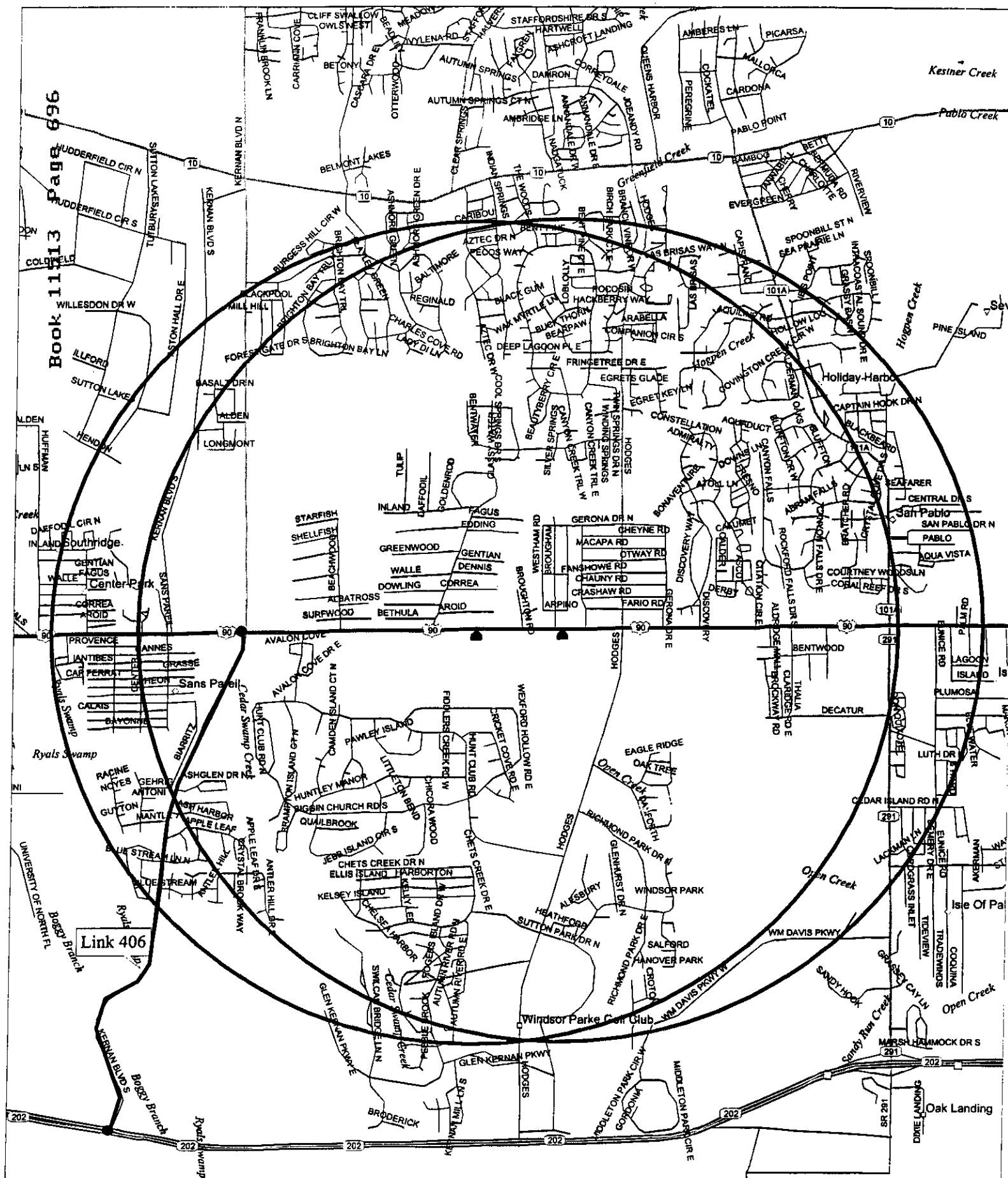
DATE: March 19, 2003

Fair Share Formula: $A = (B/C) * D$

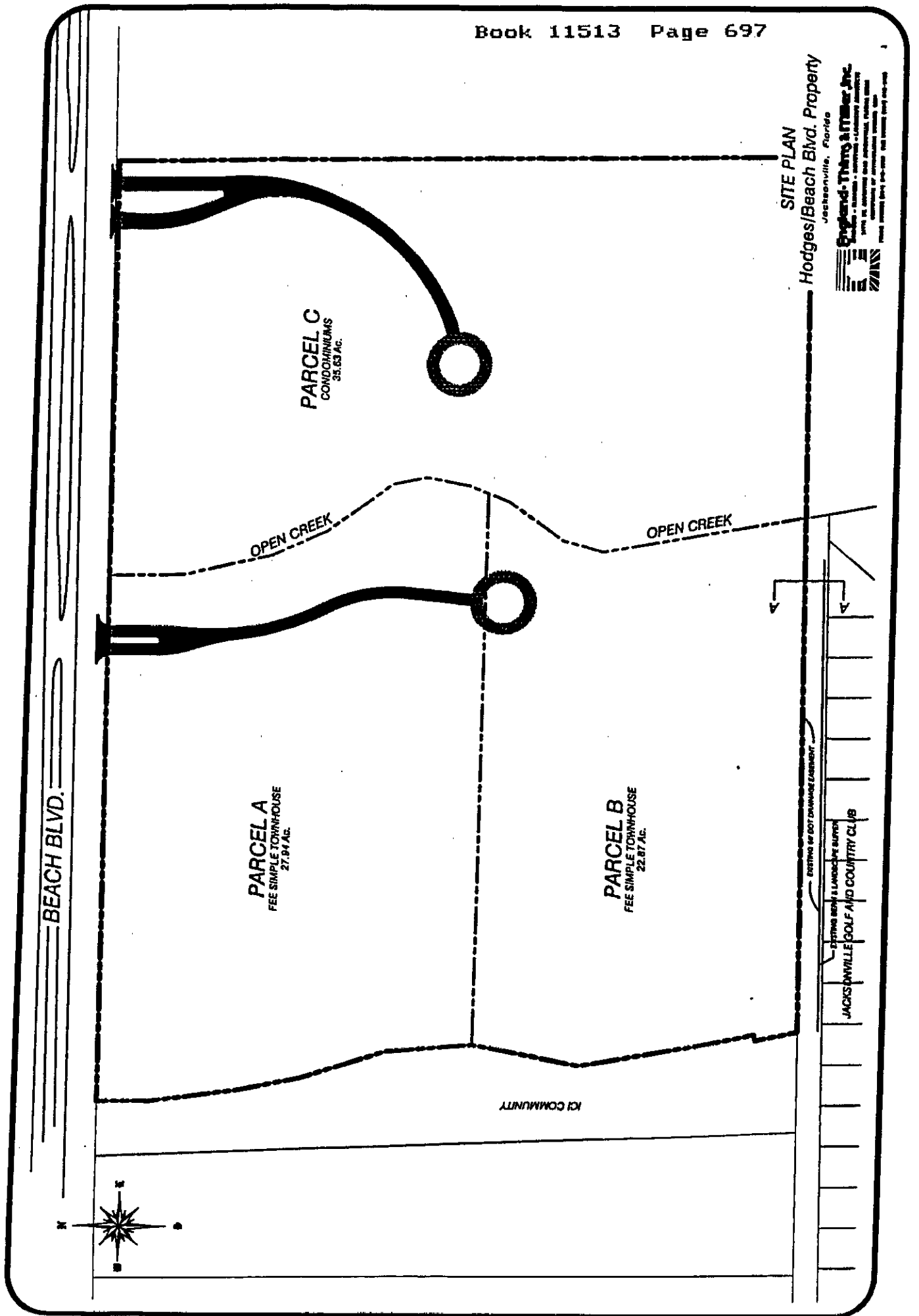
- A: Fair share assessment
 B: Peak hour trips on link generated by the development
 C: Increase in peak hour capacity created by the proposed improvements
 D: Total cost of the proposed improvements (per mile)

Value		Segment Length (Miles)	Total
Link No. 406 - Kernan Blvd (Beach Blvd to JTB)			
B	78		
C	4-ln to 6-ln 1,690		
D	\$2,547,600	2.00	\$5,095,200
A (Net Fair Share Assessment)			\$235,163
Associated Costs			
Inflation Cost (2001)			1.300
Inflation Cost (2002)			1.033
Inflation Cost (2003)			1.035
Inflation Cost (2003)			1.033
A (Gross Fair Share Assessment)			\$337,640

Cost Source: 2000 Transportation Costs, Florida Department of Transportation, Office of Planning Policy, August 2001.



Beach Blvd Condos (CCAS 31525), 1" = 0.59 mi



SITE PLAN
Hodges/Beach Blvd. Property
Jacksonville, Florida
England-Thompson & Miller, Inc.
10/1/16
1" = 100'

DESCRIPTION OF RESERVED CAPACITY**PROJECT NAME:** Beach Blvd Condos/Townhomes**RECORD NO:** CCAS 31525**DATE:** March 19, 2003

The reserved capacity granted by this Agreement consists of reserve prior capacity in the following facilities and services:

TRAFFIC CIRCULATION		
Link No.	Segment	P.M. Peak Hour Trips
406	Kernan Blvd (Beach Blvd to J. Turner Butler Blvd)	78
407	Hodges Blvd (Atlantic Blvd to Beach Blvd)	50
515	Beach Blvd (Central Pkwy (FCCJ Entrance to Hodges Blvd)	239
516	Beach Blvd (Hodges Blvd to San Pablo Rd)	81

C O U N T Y

07-PE.02-February 26, 2007

T. S. #
Map Sheet # 16
Tax Parcel No. 167067-1110

This instrument prepared by
or under the direction of:
Kenneth S. Davis
District General Counsel
Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 817.1
SECTION 72190
F.P. NO. 2095132
STATE ROAD 212
COUNTY OF Duval

PERPETUAL EASEMENT

THIS EASEMENT, made this 27th day of April, 2007,
by **PULTE HOME CORPORATION**, a Michigan Corporation, grantor, to the
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue,
Lake City, Florida 32025-5874, its successors and assigns, grantee.

WITNESSETH: That the grantor, for and in consideration of the sum
of One Dollar (\$1.00) and other valuable considerations paid, the receipt
and sufficiency of which is hereby acknowledged, hereby grants unto the
grantee, its successors and assigns, a perpetual easement for stormwater
drainage purposes , in, over, under, upon and through the following
described land in Duval County, Florida, viz

PARCEL NUMBER 817 PERPETUAL EASEMENT SECTION 72190
F.P. NO. 2095132

A parcel of land in Section 35, Township 2 South, Range 28 East, Duval
County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Westerly Existing Right of Way line
of Hodges Boulevard (a 200.00 foot Right of Way as now established)
with the Southerly Existing Right of Way line of State Road No. 212
(Beach Boulevard) (a 200.00 foot Right of Way as now established),
located in Section 35, Township 2 South, Range 28 East, Jacksonville,
Duval County, Florida; thence run South 89°30'13" West, along said
Southerly Existing Right of Way line, a distance of 1499.89 feet to the
Northeast corner of Wolf Creek as recorded in Plat Book 57, Pages 62, 62A
thru 62J of the Current Public Records of Duval County, Florida and the
Point of Beginning; thence South 00°29'47" East, departing said Southerly
Existing Right of way line and along the Easterly line of said Wolf
Creek, a distance of 1252.22 feet; thence North 29°10'57" West departing
said Easterly line, a distance of 125.09 feet; thence North 00°00'06"
East, a distance of 857.17 feet; thence North 11°58'29" East, a distance
of 40.04 feet; thence North 78°01'31" West, a distance of 18.44 feet;
thence North 11°36'10" East, a distance of 247.77 feet to said Southerly
existing Right of Way line; thence North 89°30'13" East along said
Southerly existing Right of Way line, a distance of 10.01 feet to the
Point of Beginning.

Containing 1.432 acres, more or less

TO HAVE AND TO HOLD the same unto said grantee, its successors and
assigns forever and the grantor will defend the title to said lands
against all persons claiming by, through or under said grantor.

IN WITNESS WHEREOF, the said grantor has caused these presents to be

executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: [Signature]
Print Name: Doris Denny
Its _____ Secretary

PULTE HOME CORPORATION
Divisional Office Address
5210 Belfort Road South
Suite 400
Jacksonville, Florida 32256

BY: [Signature]
Print Name: Shawn Budd
Its Attorney-in-Fact

Signed, sealed and delivered in the presence of:

Bill Genovese
Witness:
Print Name: BILL GENOVESE

Zell Jones
Witness:
Print Name: Zell Jones

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 27th day of March, 20 07, by Shawn Budd, attorney-in-fact, of **PULTE HOME CORPORATION**, a Michigan Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.



Tiffany W. Mills
Print Name: Tiffany W. Mills
Notary Public in and for the
County and State aforesaid.
My Commission Expires: Nov. 26, 2010