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OFFICIAL RECORDS

DEERWOOD, UNIT EIGHT

COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, Stockton, Whatley, Davin & Company, a Florida corporation, hereinafter called the "Developer", is now the owner of all of the land shown on the plat of Deerwood, Unit Eight, according to the plat thereof recorded in Plat Book 37 at pages 68 and 68A of the current public records of Duval County, Florida (hereinafter referred to as "said plat"); and

WHEREAS, said plat of Deerwood, Unit Eight is a continuation of the residential development of the Developer commonly known and referred to as "Deerwood", which consists of the lands platted as Deerwood, Unit One as recorded in Plat Book 32 at pages 54, 54A, and 54B of said public records, Deerwood, Unit Two as recorded in Plat Book 33 at pages 58 and 58A of said public records, Deerwood, Unit Three as recorded in Plat Book 33 at pages 90, 90A, 90B, 90C, and 90D of said public records, Deerwood, Unit Four as recorded in Plat Book 34 at pages 40, 40A, 40B. 40C, and 40D of said public records, Deerwood, Unit Five as recorded in Plat Book 34 at pages 41 and 41A of said public records, Deerwood, Unit Six as recorded in Plat Book 35 at pages 23, 23A, 23B and 23C of said public records, and certain parcels of unplatted acreage adjacent and contiguous to said platted lands; and

WHEREAS, all of the residential land included in Deerwood has heretofore been subjected to covenants and restrictions similar, but not identical, to those hereinafter set forth, being the Deerwood, Unit One Covenants and Restrictions recorded in Official Records Volume 1907 at page 289 of said public records, the Deerwood, Unit Two Covenants and Restrictions recorded in Official Records Volume 2456 at page 122 of said public records, the Deerwood, Unit Three Covenants and Restrictions recorded in Official Records Volume 2586 at page 360 of said public records, the Deerwood, Unit Four Covenants and Restrictions recorded in Official Records Volume 2908 at page 937 of said public records, the Deerwood, Unit Five and Contiguous Cottage Colony Land Covenants and Restrictions recorded in Official Records Volume 3165 at page 592 of said public records, the Deerwood, Unit Six Covenants and Restrictions recorded in Official Records Volume 3724 at page 825 of said public records, (all of the foregoing as amended in said public records), the Covenants and Restrictions (applicable to four unplatted parcels of land which are hereinafter referred to as the "Four Parcels Tract of Land") recorded in Official Records Volume 3486 at page 1020 of said public records and the Covenants and Restrictions with Respect to Two Parcels (applicable to two unplatted parcels of land which are hereinafter referred to as the "Two Parcels Tract of Land") recorded in Official Records Volume 3547 at page 747 of said public records; and

WHEREAS, said Developer is developing said subdivision known as Deerwood, Unit Eight and the Developer is desirous of placing certain covenants and restrictions upon the use of all of the land shown on said plat and is desirous that said covenants and restrictions shall run with the title to the land hereby restricted:

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the

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Developer, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of all the lands included in said plat of Deerwood, Unit Eight, all of the land included in said plat being hereinafter sometimes referred to as "said land", and does hereby place upon said land the following covenants and restrictions, to run with the title to said land, and the grantees of any deed or other instrument conveying any lot or lots, parcels, or tracts shown on said plat or any parts or portions thereof shall be deemed, by the acceptance of such deed, to have agreed to all such covenants and restrictions and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions, as follows:

1. The term "lots" as used herein shall refer to the numbered lots as shown on said plat. The lots shown on said plat and any tract or part thereof hereafter conveyed by the Developer for use as a building plot shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any lot or building plot on said land other than one single family residence. The height of the main residence on any building plot shall be not more than two full stories above the normal surface of the ground without the prior approval of the Developer. No building at any time situate on any lot or building plot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic, or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these covenants and restrictions. No building situate on any lot or building plot shall be rented or leased separately from the rental or lease of the entire property and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court, or other transient accommodation. No duplex residence, garage apartment, or apartment house shall be erected or allowed to remain on any lot or building plot and no building on any lot or building plot at any time shall be converted into a duplex residence, garage apartment or apartment house. No guest house shall contain any cooking facilities or equipment.

2. A building plot shall refer to all or parts of a platted lot or lots or to a tract or portion of a tract which is conveyed by the Developer for use as a building plot and may consist of one or more contiguous platted lots, all or part of one platted lot, all of one platted lot and part of a contiguous platted lot or lots, or any other combination of contiguous parcs of platted lots or all or any part of any of such tracts or any combination of lots or tracts or contiguous parts thereof which will form an integral unit of land suitable for use as a residential building site, provided such plot extends from any access way (as defined in paragraph 3) to an existing rear or back lot or tract line as shown on said plat. However, a building plot shall have an area of not less than 17,500 square feet except that this requirement for minimum area shall not apply to a building plot which consists of or includes an entire lot or tract as shown on said plat. No residence shall be erected upon or allowed to occupy any building plot having less than such minimum area unless the building plot consists of or includes an entire lot or tract as shown on said plat.

3. (a) All of the property shown on said plat and designated thereon as Parcel RR is and shall remain

privately owned and the sole and exclusive property of the Developer, its successors and grantees, if any, of said Parcel. The Developer, however, does hereby grant to the present and future owners of the lots and building plots in said subdivision of Deerwood, Unit Eight and their guests, invitees, and domestic help, and to delivery, pickup, and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer to serve said land, holders of mortgage liens on said land, and such other persons as the Developer from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across said Parcel RR. The Developer, further, does hereby grant to the present and future owners of the lots and building plots in said subdivision of Deerwood, Unit Eight and their guests, invitees, and domestic help, and to delivery, pickup, and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer to serve said Deerwood, Unit Eight, holders of mortgage liens on land located in Deerwood, Unit Eight and such other persons as the Developer from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across the property designated as Parcels A, B, C, D, and E on the plat of Deerwood, Unit One, over and across the property designated as Parcels F, G, and H on the plat of Deerwood, Unit Two, on, over and across the property designated as Parcels J, K, L, M, N, O, and P on the plat of Deerwood, Unit Three, and over and across the property designated as Parcels Q, R, S, T, U, V, W, X, Y, and Z on the plat of Deerwood, Unit Four, and on, over and across the property designated as Parcels BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, and NN on the plat of Deerwood, Unit Six, subject, however, to the right of the Developer to cancel and terminate such rights of ingress and egress over a portion of said Parcel A as provided hereinafter in paragraph 3(c). All of said Parcels A, B, C, D, E, F, G, H, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN, and RR, are hereby defined and for convenience referred to in these covenants and restrictions as "access ways" and are and shall remain privately owned and the sole and exclusive property of the Developer, its successors and grantees, if any, of said Parcels. Regardless of the preceding provisions of this paragraph 3(a), the Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer, may create or participate in a disturbance or nuisance on any part of the land included in any of said residential development known as Deerwood. Notwithstanding anything contained in this paragraph 3(a) or on said plat of Deerwood, Unit Eight, the rights of ingress and egress granted in this paragraph 3(a) and by said plat over and across the property designated on the plat of Deerwood, Unit Three as Parcel L may not be exercised unless and until the Developer shall have executed and recorded in the public records of Duval County, Florida a supplemental instrument consenting to the exercise of such rights, but following the execution and recordation of such supplemental instrument the prohibition against the exercise of such rights as set forth in this sentence shall have no further force and effect.

(b) The Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic on said access ways, including the right to

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

(c) The Developer reserves and shall have the sole and absolute right at any time by instrument recorded in the public records of Duval County, Florida to cancel and terminate all rights of ingress and egress granted in paragraph 3 (a) above, over and across all or any part of that portion of the property designated as Parcel A on the plat of Deerwood, Unit One which lies between the easterly right-of-way line of State Road No. 115 (designated on the plat of Deerwood, Unit One as State Road No. 10) and a line connecting the southwesterly corner of Lot 11 in Block 16 of Deerwood, Unit Three with the northwesterly corner of Lot 1 in Block 17 of such plat; provided, however, that as conditions to the exercise by the Developer of such right of cancellation and termination, the Developer first shall have executed and recorded in the public records of Duval County, Florida the supplemental instrument referred to in the last sentence of paragraph 3(a) above and shall have constructed at its expense pavement, of comparable materials and width as the pavement now located on said Parcel A, such pavement to connect Parcel B as shown on the plat of Deerwood, Unit One with the aforementioned State Road No. 115 (a presently existing paved public highway) and with such pavement to be located within the Parcels designated as Parcels P, K, and L on the plat of Deerwood, Unit Three. From and after any such cancellation and termination of rights of ingress and egress, the term "access ways" as used in these covenants and restrictions shall not be deemed to include the part of the aforementioned Parcel A with respect to which the rights of ingress and egress shall have been canceled and terminated in accordance with the provisions of this paragraph 3(c).

(d) The Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, placed or located on any building plot, if the location of the same will, in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the access ways.

(e) In the event and to the extent that the Parcels referred to in this paragraph 3 or easements over and across said Parcels for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this paragraph 3 thereafter shall be of no further force or effect.

4. No one-story residence shall be erected or allowed to remain on any building plot unless the ground floor square foot area of the main residence, exclusive of screened or unscreened porches, garages, and carports, shall equal or exceed 2200 square feet.

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5. No one and one-half story residence, no split-level residence and no two-story residence shall be erected or allowed to remain on any building plot unless the total floor area of all floors and levels of such residence, exclusive of screened or unscreened porches, garages and carports, shall equal or exceed 2600 square feet.

6. Each residence shall have attached thereto one or more utility yards. At least one such utility yard shall be constructed at the same time the main residence is constructed. Each utility yard shall be walled or fenced, and the entrance thereto shall be screened, using materials and with a height and design approved by the Developer, in such manner that structures and objects located therein shall present, from the outside of such utility yard, a broken and obscured view to the height of such wall or fence. The following buildings, structures and objects may be erected and maintained and allowed to remain on the building plot only if the same are located wholly within the main residence or wholly within a utility yard: Pens, yards, and houses for pets, aboveground storage of construction materials, wood, coal, oil, and other fuels, clothes racks and clothes-lines, clothes washing and drying equipment, laundry rooms, tool shops and work shops, servants' quarters, garbage and trash cans and receptacles (other than the underground receptacles referred to in paragraph 23), detached garages and carports and aboveground exterior air-conditioning and heating equipment and other mechanical equipment and any other structures or objects determined by the Developer to be of an unsightly nature or appearance.

7. Except as provided in paragraph 8, no detached outbuilding, as said term is defined herein, shall be erected or allowed to remain on any part of any building plot on said land. The term "detached outbuilding", as used in these covenants and restrictions, means any garage, carport, quarters for domestic servants, laundry room, tool or work shop, hothouse, greenhouse, guest house, children's playhouse, summerhouse, outdoor fireplace, barbecue pit, tennis court, shuffleboard court, swimming pool installation, or any other structure of any kind which extends more than three feet above the normal surface of the ground, and which is detached from the single family residence located or to be located on such building plot.

8. Any detached outbuilding may be erected and maintained within a utility yard required by paragraph 6, but any such detached outbuilding any part of which extends above the top of the fence or wall enclosing such utility yard shall be subject to the approval of the Developer pursuant to the provisions of paragraph 10. Detached outbuildings which are not required to be located in a utility yard under the provisions of paragraph 6 may be erected and allowed to remain on a building plot outside of a utility yard meeting the requirements of paragraph 6 if the same have been approved by the Developer pursuant to the provisions of paragraph 10, but such detached outbuilding shall not be commenced, erected, maintained or allowed to remain on the building plot outside of such a utility yard unless and until such approval has been first obtained.

9. (a) There are shown on said plat front building restriction lines and rear building restriction lines affecting each platted lot. In the event that the Developer shall convey any portion of said land designated as a Tract, or any part of such a Tract, for use as a building plot, the Developer may, by such deed, designate front building restriction lines and rear building restriction lines affecting each building

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plot which is all or part of a Tract. In the event that the Developer does so designate front building restriction lines and rear building restriction lines affecting such building plot or plots then, thereafter, the following provisions of this paragraph 9 and the other provisions of these covenants and restrictions applicable thereto shall apply to such building plot as if such front and rear building restriction lines had originally been shown and designated on said plat with respect to such Tract or portion thereof.

(b) No building, detached outbuilding, utility yard hedge, fence, wall or any type or kind of permanent structure (except watermeters and other underground utility facilities and equipment and except walks, drives and parking areas, the location and design of which have been approved by Developer), or any part of any of the same, shall be erected, placed or allowed in the area of any building plot lying between the front building restriction line and the access way on which the building plot abuts, except that with the prior written consent of the Developer and subject to the conditions and requirements of any such consent a hedge, fence or wall may be erected, placed and allowed in such area.

(c) No building, detached outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure, or any part of any of same, shall be erected, placed or allowed in the area of any building plot lying between the rear building restriction line and the rear or back line of the building plot except that there may be erected, placed and allowed in the area between the rear building restriction line and the rear or back line of the building plot a hedge, fence, wall, outdoor fireplace, barbecue pit, tennis court, shuffleboard court, swimming pool installation, greenhouse, hothouse, tool storage building, or any similar structure (not including a residence) which does not extend more than five feet above the surface of the ground and which conforms with and does not violate other provisions hereof and all or any part of a utility yard (including structures or objects therein) which conforms with and does not violate other provisions hereof.

(d) No part of any building, detached outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure (except drives and walks) which is located in the area of any building plot bounded by the front and rear building restriction lines and the interior side lines or line of the building plot shall be erected, placed or allowed nearer than ten feet to any interior side line of the building plot except that within the area bounded as above set forth all or any part of a utility yard (including structures or objects therein), hedge, fence or wall which does not extend more than five feet above the surface of the ground and which conforms with and does not violate other provisions hereof may be erected, placed and allowed nearer than ten feet to any interior side line of the building plot; provided, however, that no such utility yard, hedge, fence or wall shall be erected, placed or allowed nearer than three feet to any interior side line without the prior written consent of the Developer.

(e) Notwithstanding any other provisions of these covenants and restrictions:

(1) No utility yard fence, wall or any type or kind of permanent structure shall be erected, allowed or placed within any of the areas designated on said plat as easements. Any hedge, shrub, tree or other planting placed within any of the areas designated on said plat as easements shall forthwith be removed by the building plot

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owner if and when such owner is required or requested so to do by the Developer.

(2) Any utility yard, fence, wall, hedge, shrub, tree or other planting or other structure or improvement erected or placed within any of the easement areas reserved or given in these covenants and restrictions but not designated as easements on said plat shall forthwith be removed by the building plot owner if and when such owner is required or requested so to do by the Developer.

(3) The eaves of the main residence may project across said building restriction lines, but not by more than two (2) feet.

(f) As used in these covenants and restrictions the term "interior side line" refers to a building plot side line which intersects one or more access way.

10. For the purpose of further insuring the development of said land as a residential area of highest quality and standards and in order that all improvements on each building plot shall present an attractive and pleasing appearance from all sides and from all points of view, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each building plot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool, or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected, or allowed to remain on any building plot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building plot, and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Developer shall require, including, if so required, plans for the grading and landscaping of the building plot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Developer and until a copy of all such plans and specifications, as finally approved by the Developer, have been lodged permanently with the Developer. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of said land or contiguous lands. In this connection the Developer shall have the right to require that the outside of fences, walls, or utility yards be appropriately landscaped. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein and the effect and appearance of such constructions as viewed from neighboring properties. Such building plans and specifications shall be prepared by a qualified, registered architect for the specific use of the property owner submitting the same and shall consist of not less than the following: Foundation plans, floor plans of all floors, section details, elevation

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drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot with all building restriction lines shown. In addition, there shall be submitted to the Developer for approval such samples of building materials proposed to be used as the Developer shall specify and require. Regardless of the preceding provisions of this paragraph 10, it shall not be necessary to submit plans and specifications to nor to obtain the approval of the Developer for any detached outbuilding, as defined in paragraph 7, which is to be erected and maintained wholly within a utility yard required by paragraph 6 if no part of such detached outbuilding extends above the top of the fence or wall enclosing such utility yard. In the event the Developer fails to approve or disapprove such building plans and specifications within 60 days after the same have been submitted to it as required above, the approval of the Developer shall be presumed and the provisions of this paragraph 10 shall be deemed to have been complied with. However, no residence or other building, structure or improvement which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a building plot on said land.

11. (a) All garages and carports not located within a utility yard meeting the requirements of paragraph 6 shall have the capacity for at least two automobiles.

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

(c) Unless the prior written approval of the Developer has been obtained doors and entrances to garages and carports shall be so located or screened (using materials or landscaping and design approved by the Developer) so that such doors and entrances will not be visible to a person standing on the land adjacent to and immediately outside of those portions of the interior side lines of the building plot which lie between the front and rear building restriction lines for the building plot.

(d) Unless the prior written approval of the Developer has been obtained doors and entrances to garages and carports shall be so located or screened (using materials or landscaping and design approved by the Developer) so that such doors and entrances will not be visible to a person standing on any land adjacent to and immediately outside of the rear or back line of the building plat on which the garage or carport is located.

(e) Unless the prior written approval of the Developer has been obtained the sides and rear of carports shall be screened (using materials and design approved by the Developer) in such a manner that:

(1) objects located within the carport shall not be visible from that portion of any access way on which the building plot abuts which lies between a projection of the interior side lines of the building plot; and

(2) Objects located within the carport shall present a broken or obscured view to a person stand-

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ing on the land adjacent to and immediately outside of those portions of the interior side lines of the building plot which lie between the front and rear building restriction lines for the building plot.

12. No wheeled vehicles of any kind and no boats may be kept or parked on the building plot unless same are completely inside a garage or carport attached to the main residence or within a utility yard meeting the requirements of paragraph 6 except that private automobiles of the occupants bearing no commercial signs may be parked in the driveway or parking area on the building plot from the commencement of use thereof in the morning to the cessation of use thereof in the evening and with, but only with, the prior written consent of Developer may be parked overnight in such driveway or parking area and except that private automobiles of guests of the occupants may be parked in such driveway or parking area and except that other vehicles may be parked in such driveway or parking area during the times necessary for pickup and delivery services and solely for the purpose of such services. No wheeled vehicle or boat which by reason of its size would not be substantially obscured from view from the outside of a utility yard shall be kept or parked in any such utility yard.

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

14. Unless the prior approval of the Developer has been obtained, no window air-conditioning units shall be installed in any side of a building which faces an access way.

15. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible. Electrical service is provided by the City of Jacksonville, Florida through underground primary service lines running to the electric meter to be installed on each building plot. Each building plot owner who requires an original or additional electric service shall be responsible to contact the Jacksonville Electric Authority to connect at the expense of the building plot owner, the secondary electric service conduits, wires, conductors and other electric facilities to the applicable transformer. The owner from time to time of each building plot shall be responsible for obtaining all maintenance, repair and replacement of that portion of the electric system on his building plot.

16. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Developer pursuant to paragraph 10 must be completed in accordance with said plans and specifications within ten months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Prior to completion of construction, the property owner shall install at his expense a suitable paved driveway from the paved portion of

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the abutting access way to his building plot line. The design and type of material for each such driveway shall first be approved by the Developer and the subsurface of the portion of the driveway between the building plot line and the paved portion of the abutting access way shall be installed prior to commencement of any construction and prior to delivery of construction materials to the building plot. During construction on any building plot, all vehicles involved in such construction, including those delivering material and supplies, shall enter upon such building plot from the access way only over the driveway subsurface and such vehicles shall not be parked at any time on the access way or upon any property other than the building plot on which the construction is proceeding.

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

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

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

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

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

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

23. No garbage or trash incinerator shall be placed or permitted to remain on a building plot or any part thereof. Garbage, trash and rubbish shall be removed from the building plots only by services or agencies approved in writing by the

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Developer. After the erection of any building on any building plot, the owner shall keep and maintain on said plot covered garbage containers in which all garbage shall be kept until removed from the building plot. Such garbage containers shall be kept at all times, at the option of the building plot owner, either within a utility yard or within underground garbage receptacles located on the building plot or on the abutting access way at such location as shall be approved by the Developer. Any such underground garbage receptacles shall be constructed so that garbage containers will not be visible.

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

25. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl or poultry or guineas shall be kept, permitted, raised or maintained on any building plot on said land. No other animals, birds or fowl shall be kept, permitted, raised or maintained on any such building plot except as permitted in this paragraph 25. Not more than two dogs, not more than two cats, not more than four birds (excluding parrots) and not more than four rabbits may be kept on a single building plot for the pleasure and use of the occupants but not for any commercial, breeding or other use or purpose, except that if any of such permitted animals or birds shall, in the sole opinion of the Developer, become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive or wild life, they may not thereafter be kept on the building plot. Birds and rabbits shall be kept caged at all times and all other permitted animals or birds shall be leashed or otherwise under control whenever not within the building plot of the owner of such permitted animal or bird.

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

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

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

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

30. The Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use lighting, electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities including cable television on, in, over and under all of the easements shown on said plat (whether such easements are shown on said plat to be for drainage, utilities or other purposes) and on, in, over, and under a 7.5-foot strip at the front of each building plot, on, in, over, and across those areas of Lots 1, 2, and 3 in Block 49 of said plat shown and designated as "Drainage Easement", on, in, across, and under those portions of Lots 3, 4, 5, 6, and 7 in Block 49 of said plat between the

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the rear building restriction line and the rear boundary line of each of said Lots, and on, in, across, and under a 7.5-foot strip along the interior side lot lines of each building plot. The Developer, for itself and its successors and assigns, hereby further reserves and is given a perpetual, alienable and releasable easement, privilege and right to use, for the purpose of access to Tract 48 shown on said plat, the easement shown on said plat along the line dividing Lots 5 and 6 in Block 49 of said plat and those easement areas adjacent to said Tract and which lie between the rear building restriction lines on lots adjacent to said Tract and the adjacent boundary of said Tract. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph 30. The owners of the building plots subject to the privileges, rights, and easements referred to in this paragraph 30 shall acquire no right, title, or interest in or to any poles, wires, cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the property which is subject to said privileges, rights and easements. All such easements including those designated on said plat are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns.

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

32. Certain parcels of property owned by the Developer are shown on said plat as "Not Part of This Plat" and as Tract 48. Regardless of the location of such parcels "Not Part of This Plat" and of said Tract 48 and regardless of the use to which said parcels and tract now or hereafter may be put, said Tract, unless conveyed by the Developer for use as a building plot and said parcels "Not Part of This Plat" are and shall remain privately owned and the sole and exclusive property of the Developer and its successors, assigns and grantees, if any, of said parcels and tract or of any rights or interests therein and may be used for any purpose or purposes as shall be determined by the Developer and its successors, assigns and grantees, if any, of such parcels and tract or of any rights or interests therein. Without in any manner limiting any other provision hereof, notice is given that all or parts of Tract 48 may be used for access to and as the location for utility lines to serve lands not included in said plat and that easements for such purposes may be granted on, over and under all or parts of said Tract 48. The owners of building plots in the land shown on said plat shall not acquire and shall not have at any time any right to go upon or make any use of or place any structure or object on said parcels or tract or any right, title, interest, easement, or privilege of any kind in, to, over, upon, or with respect to any of said parcels or tract except as specifically set forth herein. Should the owners of building plots in said subdivision or any other persons be permitted or allowed any rights to the use of any part of said parcels or tract, either by acquiescence, the express consent of the Developer or the provisions set forth herein, all such rights may be terminated and canceled by the Developer at any

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time without cause or liability.

33. (a) A lake is located on the parcel of property designated on said plat as Tract 48 and a drainage ditch or canal is located along the rear lot lines of Lots 1, 2, and 3 in Block 49 of said plat. Subject to the provisions of paragraph 32 and of this paragraph 33 and to the control of the Developer, the residents of each building plot adjacent to said Tract 48 shall have the right to use the lake but solely at their own risk. With the prior consent of the Developer, but only with such consent, others may use said lake but any such use shall be solely at the risk of the user.

(b) No pier, dock, boathouse, bulkhead or other structure of any kind shall be erected, placed or permitted to remain on, in, or over any portion of said Tract 48 or any portion of said canal.

(c) Each building plot owner whose building plot adjoins or abuts said Tract 48 or said canal shall keep his plot and the portion of land between his plot and the water's edge at the lake or canal bank grassed, trimmed, and cut and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake or canal bank and prevent erosion. However, except with the prior written approval of the Developer, the shoreline contour of the lake may not be changed and no building plot may be increased in size by filling in the lake and no building plot may be dug out or dredged so as to cause the water of the lake to protrude into the building plot, and no lot owner may make any change in the course of said canal or the bank thereof.

(d) The Developer shall have the sole and absolute right, but no obligation, to control the water level of the above mentioned lake and to control the growth and eradication of plants, foul, reptiles, animals, fish and fungi in or on said lake and in said canal.

(e) No boats, rafts, or floating objects of any kind other than small row boats, small sail boats, and canoes, none of which shall be motor-driven, shall be brought or operated on said Tract 48 or in said canal and no swimming ever shall be allowed in said lake or in said canal.

(f) Except with the prior written consent of Developer no building plot owner or resident shall have any right to pump or otherwise remove any water from the above mentioned lake or canal for the purpose of irrigation or other use nor to place rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air-conditioning systems, waste water (other than surface drainage) rubbage, debris, ashes, or other refuse in the above mentioned lake or canal or on any portion of said Tract 48.

(g) The Developer may at any time without cause or liability terminate all or any part of the uses hereby permitted to be made of all or any part of the aforementioned Tract 48 or of the aforementioned lake, or said canal.

34. The Developer shall have the sole and absolute right at any time, with the consent of the City Council of the City of Jacksonville, Florida or the governing body of any body politic then having jurisdiction over the land shown on said plat, to dedicate to the public all or any part of Tract 48 shown on said plat (not conveyed by the Developer for use as building plot), all or any part of any of the easements reserved herein (including those shown on said plat) and all or any part of any of the accessways defined in paragraph 5 above.

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

36. Section 1. (a) Each building plot in Deerwood, Unit Eight hereby is subjected to an annual maintenance assessment as hereinafter provided. Such annual maintenance assessment shall be assessed for and shall cover the calendar year. Commencing January 1, 1982, and on the same day of each year thereafter, each building plot owner in Deerwood, Unit Eight shall pay to The Deerwood Improvement Association, Inc., a Florida corporation not-for-profit, hereinafter called the Association, at the office of the Association in Jacksonville, Florida, or at such other place as shall be designated by said Association, in advance, the annual maintenance assessment assessed against such owner's building plot as fixed by said Association, and such payments shall be used by said Association to create and continue maintenance funds to be used as hereinafter set forth. Such annual maintenance assessment shall become delinquent if not paid by February 1 of the calendar year for which assessed and shall bear interest at the rate of ten percent per annum from said date until paid. The annual maintenance assessment may be adjusted from year to year by said Association as the needs of the property subject thereto in the judgment of said Association may require.

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

(1) Each building plot, improved or unimproved, shall be assessed and the owner thereof shall pay an "annual basic charge". Such "annual basic charge" shall be assessed against such building plots proportionately to their respective square foot areas, but in no event shall such "annual basic charge" exceed one-fifth of one cent per square foot of area per year;

(2) In addition to the "annual basic charge" and whether or not the maximum amount of "annual basic charge" has been assessed, each improved building plot, if so determined by the Association, shall be assessed and the owner thereof shall pay an "annual additional charge" in such amount as the Association shall fix. Such "annual additional charge", if so fixed and assessed, shall be uniform in dollar amount as between all improved building plots in Deerwood, Unit Eight, all improved building plots in Deerwood, Unit One, all improved building plots in Deerwood, Unit Two, all improved building plots in Deerwood, Unit Three, all improved building plots in Deerwood, Unit Four, all improved building plots in said Four Parcels Tract of Land, all improved building plots in said Two Parcels Tract of Land, all improved building

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plots in Deerwood, Unit Six, and all improved building plots in any additional subdivisions of lands which are subjected by the Developer to annual maintenance assessments pursuant to the provisions of Section 5 of this paragraph 36, Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit One, Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Two, Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Three, Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Four, Section 5 of paragraph 36 of the Covenants and Restrictions affecting said Four Parcels Tract of Land, Section 5 of paragraph 36 of the Covenants and Restrictions affecting said Two Parcels Tract of Land, and Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Six. However, if any such "annual additional charge", with respect to any single improved building plot, shall exceed a maximum of 15 mills on the dollar of the full assessed value (unreduced by any homestead or other exemption) of such improved building plot and the improvements constructed thereon (exclusive of personal property) as fixed by the assessor for ad valorem real estate taxation by the City of Jacksonville, Florida, (or, if there be no such taxation by the City of Jacksonville, Florida, then as fixed by an assessor for comparable taxation by a governmental authority) for the calendar year covered by such "annual additional charge", the building plot owner shall be entitled to a refund of such excess providing written application therefor is filed with the Association at its office on or before December 31 of such year.

(c) The term "improved building plot" as used in this paragraph 36 means a building plot on which construction of a residential building has been substantially completed on January 1 of the calendar year for which the applicable annual maintenance assessment shall be fixed and assessed whether or not the building be occupied. Occupancy of all or any part of any such residential building on or preceding January 1 shall be conclusive evidence of substantial completion of such building as of said date.

(d) The term "improved building plot" as used in this paragraph 36 shall also include, as to the calendar year during which substantial completion of the residential building occurs, a building plot on which construction of a residential building occurred during such calendar year but where such construction was not substantially completed on January 1 of such calendar year. For the calendar year during which such construction becomes substantially completed, such an improved building plot, if so determined by the Association, shall be assessed and the owner thereof shall pay that proportion of the "annual additional charge" which is equal to the annual additional charge for each other improved building plot for that year divided by 12 and multiplied by the number of whole calendar months to elapse between the date of substantial completion of such residential building and December 31 of the calendar year involved, whether or not the building is occupied. Occupancy of all or any part of any such residential building on or preceding the last day of any calendar month during any such calendar year shall be conclusive evidence of substantial

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completion of such building as of such date

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

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

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

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

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

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

(1) Payment of operating expenses of said Association;

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

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

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

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

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

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

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

(9) Doing any other thing agreed to by the Association and by the persons then owning 75 percent or more of the improved building plots then located in Deerwood, Unit Eight, Deerwood, Unit Six, said Two Parcels Tract of Land, said Four Parcels Tract of Land, Deerwood, Unit Four, Deerwood, Unit Three, Deerwood, Unit Two, Deerwood, Unit One and any additional subdivisions of lands which may be subjected by the Developer to annual maintenance assessments pursuant to the provisions of Section 5 of this paragraph 36, Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Six, Section 5 of paragraph 36 of the Covenants and Restrictions affecting said Two Parcels Tract of Land, Section 5 of paragraph 36 of the Covenants and Restrictions affecting said Four Parcels Tract of Land, Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Four, Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Three, Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Two and Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit One;

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

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

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

(c) Each such annual lien, as between said Association on the one hand and the owner and owners of such property and any grantee of such owner and owners on the other hand, shall attach to the property and improvements against which such annual maintenance assessment shall be assessed and fixed as of January 1 of the year for which such annual maintenance assessment shall be assessed, said date of January 1 being the attachment date of each such annual lien. However, regardless of the preceding sentence of this paragraph, each such annual lien shall be subordinate and inferior to the lien of any first mortgage encumbering said property and improvements if but only if such mortgage was recorded in the public records of Duval County, Florida prior to the attachment date of such lien. The foreclosure of any such first mortgage and the conveyance of title pursuant to foreclosure proceedings or by voluntary deed in lieu of foreclosure shall not affect or impair the existence, validity or priority of the annual maintenance assessment liens thereafter assessed hereunder with respect to such property and improvements. Upon request said Association shall furnish any owner or mortgagee a certificate showing the unpaid maintenance assessments, if any, against any property and the year or years for which any such unpaid maintenance assessments were assessed and fixed.

Section 5. (a) The Developer has platted Deerwood, Unit Eight, being a subdivision of land in part contiguous to and in their entirety nearby the aforementioned Deerwood, Unit One, Deerwood, Unit Two, Deerwood, Unit Three, Deerwood, Unit Four, said Four Parcels Tract of Land, said Two Parcels Tract of Land, and Deerwood, Unit Six. The provisions of this paragraph 36 subject the lands in Deerwood, Unit Eight and the purchasers of building plots therein to annual maintenance assessments and grant to the Association rights, powers, duties and obligations with respect to such annual maintenance assessments for similar objects and purposes and on substantially the same terms and conditions as those which are set forth in paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit One, in paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Two, in paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Three, in paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Four, in paragraph 36 of the Covenants and Restrictions affecting said Four Parcels Tract of Land, in paragraph 36 of the Covenants and Restrictions affecting said Two Parcels Tract of Land and in paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Six, except that the commencement date for annual maintenance assessment in Deerwood, Unit Eight has herein been specified as January 1, 1982. From and after the commencement date of the annual maintenance assessments

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applicable to Deerwood, Unit Eight it shall not be necessary for said Association to allocate or apportion the maintenance funds collected by it, or the expenditures therefrom, between or among Deerwood, Unit Eight, Deerwood, Unit Six, said Two Parcels Tract of Land, said Four Parcels Tract of Land, Deerwood, Unit Four, Deerwood, Unit Three, Deerwood, Unit Two, Deerwood, Unit One and any additional subdivisions of lands which are subjected by the Developer to annual maintenance assessments pursuant to the provisions of this Section 5 of this paragraph 36, the provisions of Section 5 of paragraph 36 of said Covenants and Restrictions affecting Deerwood, Unit Six, the provisions of Section 5 of paragraph 36 of said Covenants and Restrictions affecting said Two Parcels Tract of Land, the provisions of Section 5 of paragraph 36 of said Covenants and Restrictions affecting said Four Parcels Tract of Land, the provisions of Section 5 of paragraph 36 of said Covenants and Restrictions affecting Deerwood, Unit Four, the provisions of Section 5 of paragraph 36 of said Covenants and Restrictions affecting Deerwood, Unit Three, the provisions of Section 5 of paragraph 36 of said Covenants and Restrictions affecting Deerwood, Unit Two and the provisions of Section 5 of paragraph 36 of said Covenants and Restrictions affecting Deerwood, Unit One and such maintenance assessments may be collected, commingled and expended by the Association without regard as to whether they were collected from assessments on building plots in Deerwood, Unit Eight, or on building plots in said Deerwood, Unit Six or on building plots in said Two Parcels Tract of Land or on building plots in said Four Parcels Tract of Land, or on building plots in Deerwood, Unit Four or on building plots in Deerwood, Unit Three or on building plots in Deerwood, Unit Two or on building plots in Deerwood, Unit One or on building plots in such additional subdivisions, except that the paving reserve fund provided for Deerwood, Unit Eight in Section 2 of this paragraph 36 and the similar paving reserve funds established with respect to and for said Deerwood, Unit Six, said Two Parcels Tract of Land, said Four Parcels Tract of Land, Deerwood, Unit Four, Deerwood, Unit Three, Deerwood, Unit Two and Deerwood, Unit One and similar paving reserve funds established with respect to and for each and every such additional subdivision shall not be commingled with each other or with any other funds.

(b) The Developer may heretofore or hereafter plat or develop additional subdivisions of lands contiguous to or nearby Deerwood, Unit Eight, Deerwood, Unit Six, said Two Parcels Tract of Land, said Four Parcels Tract of Land, Deerwood, Unit Four, Deerwood, Unit Three, Deerwood, Unit Two or Deerwood, Unit One and the Developer reserves and has the right to subject the lands in any and all such additional subdivisions and the purchasers of building plots therein to annual maintenance assessments for similar objects and purposes and on substantially the same terms and conditions as those which are set forth herein in this paragraph 36, except that the commencement date for annual maintenance assessments applicable to such additional subdivisions may be such date (either on, before or after January 1, 1987) as the Developer shall specify in the recorded restrictions or other instrument applicable to each such additional subdivision. In the event the Developer shall subject the lands in any such additional subdivision to annual maintenance assessments for similar objects and purposes and on substantially the same terms and conditions (except for commencement dates) as those which are set forth herein in this paragraph 36, then, from and after the commencement date of such annual maintenance assessments applicable to each such additional subdivision, it shall not be necessary for said Association

to allocate or apportion the maintenance funds collected by it, or the expenditures therefrom, between or among Deerwood, Unit Eight, Deerwood, Unit Six, said Two Parcels Tract of Land, said Four Parcels Tract of Land, Deerwood, Unit Four, Deerwood, Unit Three, Deerwood, Unit Two, Deerwood, Unit One and such additional subdivisions, and said maintenance funds may be collected, commingled and expended by the Association without regard to whether they were collected from assessments on building plots in Deerwood, Unit Eight or on building plots in Deerwood, Unit Six or on building plots in said Two Parcels Tract of Land or on building plots in said Four Parcels Tract of Land, or on building plots in Deerwood, Unit Four or on building plots in Deerwood, Unit Three or on building plots in Deerwood, Unit Two or on building plots in Deerwood, Unit One or on building plots in such additional subdivisions, except that the paving reserve fund provided for Deerwood, Unit Eight in Section 2 of this paragraph 36 and the similar paving reserve funds established with respect to and for Deerwood, Unit Six, said Two Parcels Tract of Land, said Four Parcels Tract of Land, Deerwood, Unit Four, Deerwood, Unit Three, Deerwood, Unit Two and Deerwood, Unit One and similar paving reserve funds established with respect to and for each and every such additional subdivision shall not be commingled with each other or with any other funds.

Section 6. The Developer has heretofore and may hereafter plat additional subdivisions as to which it may desire to subject the lands platted to annual maintenance assessments substantially different as to object, purposes or terms and conditions (other than commencement date) from those provided in this paragraph 36 and to grant to the Association rights, powers, duties and obligations with respect to such substantially different maintenance assessments and the Developer reserves and shall have the right so to do, but if Developer shall do so the provisions of the preceding Section 5 of this paragraph 36 shall not apply with respect to the substantially different maintenance assessments or the subdivisions affected by same and such additional subdivisions shall not be deemed to have been subjected to annual maintenance assessments pursuant to the provisions of said Section 5.

Section 7. The 15-mill maximum amount of the "annual additional charge" provided for in Section 1(b) of this paragraph 36 and any increase of same effected pursuant to this Section 7, may be increased by the Association from time to time, with the consent of the persons then owning 75 percent or more of the improved building plots then located in Deerwood, Unit Eight, Deerwood, Unit Six, said Two Parcels Tract of Land, said Four Parcels Tract of Land, Deerwood, Unit Four, Deerwood, Unit Three, Deerwood, Unit Two, Deerwood, Unit One and any additional subdivisions of lands which then have been subjected by the Developer to annual maintenance assessments pursuant to the provisions of Section 5 of this paragraph 36, Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Six, Section 5 of paragraph 36 of the Covenants and Restrictions affecting said Two Parcels Tract of Land, Section 5 of paragraph 36 of the Covenants and Restrictions affecting said Four Parcels Tract of Land, Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Four, Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Three, Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit Two and Section 5 of paragraph 36 of the Covenants and Restrictions affecting Deerwood, Unit One.

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Section 8. The Developer shall have the sole and exclusive right at any time and from time to time to withdraw from The Deerwood Improvement Association, Inc. all of the rights, powers, privileges and authorities granted said corporation as contained in this paragraph 36, and to transfer and assign all of such rights, powers, privileges and authorities to, and to withdraw the same from, such other person, firm, corporation, trust or other entity as the Developer may select. In the event of such transfer and assignment, all maintenance funds then on hand shall be forthwith paid over and delivered to the transferee or assignee so selected by the Developer to be held for the purposes specified in this paragraph 36 and such transferee or assignee, by accepting such funds, shall assume all obligations of the Association hereunder.

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

38. Wherever in these covenants and restrictions the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Developer. In the event the Developer fails to act on any such written request within 40 days after the same has been submitted to the Developer as required above, the consent or approval of the Developer to the particular action sought in such written request shall be presumed, however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants or restrictions herein contained.

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

40. (a) The Developer reserves and shall have the sole right (i) to amend these covenants and restrictions

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

(b) The Developer also reserves and shall have the sole right to grant variances as to any of these covenants and restrictions relating to construction of improvements, including the locations thereof, provided the Developer, in its sole judgment, determines from the plans and specifications submitted in accordance with paragraph 10 above that the proposed variance is off-set by improvement or higher standards or criteria in other respects or otherwise is compatible with the overall plan of improvements in Deerwood, Unit Eight even though the item or matter sought to be varied is not strictly in compliance with these covenants and restrictions. The Developer shall never have any obligation or duty to grant any variance pursuant to this subparagraph 40. (b) but may do so or not in its sole discretion and no variance granted by the Developer pursuant to this subparagraph 40. (b) shall ever be construed to waive or diminish any right or control of the Developer in any respect except for the particular matter varied and then only as to the particular building plot involved and not any other.

41. In addition to the rights of the Developer provided for in paragraph 40, the Developer reserves and shall have the right, with the consent of the persons then owning 75 percent or more of the platted lots shown on the plat of Deerwood, Unit Eight to amend or alter these covenants and restrictions and any parts thereof in any other respects, except that the provisions of paragraph 36 hereof may not be amended or altered under the provisions of this paragraph 41.

42. No building plot owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of Deerwood, Unit Eight.

43. The covenants and restrictions numbered 1 through 45, both inclusive, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain in full force and effect until the first day of January, A.D. 2039, and thereafter the said covenants and restrictions shall be automatically extended for successive periods of 25 years each, unless within six months prior to the first day of January, A.D. 2039, or within six months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then owners of a majority of the lots shown on said plat of Deerwood, Unit Eight shall be placed on record in the office of the Clerk of the Circuit Court of

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Duval County, Florida, in which written agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this paragraph 43, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of 25 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph 43. Notwithstanding the foregoing provisions of this paragraph 43, none of the provisions of paragraph 36 may be changed modified, waived or extinguished in whole or in part pursuant to the provisions of this paragraph 43 unless and until the access ways have been dedicated to the public and the maintenance thereof has been assumed and accepted by the City of Jacksonville, Florida or other body politic then having jurisdiction.

44. If any person, firm, corporation, trust or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or any person or persons owning any building site on said land (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. The remedies contained in this paragraph 44 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

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

IN WITNESS WHEREOF, the Developer, Stockton, Whatley, Davin & Company has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the 25th day of March, 1971.

Signed, sealed and delivered in the presence of:

Mary Huffman Graham

Jane H. Lowery

STOCKTON, WHATLEY, DAVIN & COMPANY

By Thomas H. Fish
Vice President

Attest Virginia C. Lucas
Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 25th day of March, 1981 by THOMAS H. FISH, Vice President, and by VIRGINIA C. LUCIW, Assistant Secretary, of Stockton, Whatley, Davin & Company, a Florida corporation, on behalf of the corporation.

Notary Public, State of Florida at Large
My commission expires: March 8, 1984

(Notarial Seal)

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