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**REVIVED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR WELLS LANDING ASSOCIATION**

THIS REVIVED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WELLS LANDING ASSOCIATION is made effective by Wells Landing Association, Inc. (the "Association"), a Florida not-for-profit corporation, this 7<sup>th</sup> day of November, 2022.

**RECITALS:**

- A. Declaration of Covenants and Restrictions for Wells Landing ("Declaration"), which is recorded in Official Records Book 678, Page 471, *et seq.* of the public records of Clay County, Florida; Amended and Restated Declaration of Covenants and Restrictions for Wells Landing ("Amended and Restated Declaration"), which is recorded in the Official Records Book 689, Page 627, *et seq.* of the public records of Clay County, Florida; Amendment and Extension of the Amended and Restated Declaration of Covenants and Restrictions for Wells Landing ("Amendment and Extension"), which is recorded in the Official Records Book 732, Page 70, *et seq.* of the public records of Clay County; Articles of Incorporation of Wells Landing Association, Inc. ("Articles") , filed with the Florida Department of State on August 18, 1982; Amended and Restated Articles of Incorporation ("Amended and Restated Articles") which is recorded in the Official Records Book 1696, Page 1105, *et seq.* of the public records of Clay County; Further Extension and Restatement of the Articles of Incorporation and the By-laws of Wells Landing Association, Inc. ("Further Extension and Restatement of Articles and Bylaws"), which is recorded in the Official Records Book 1716, Page 0874, *et seq.* of the public records of Clay County; General Warranty Deed ("First Deed"), which is recorded in the Official Records Book 689, Page 657, *et seq.* of the public records of Clay County; General Warranty Deed ("Second Deed"), which is recorded in the Official Records Book 785, Page 412, *et seq.* of the public records of Clay County; Grant of Easement ("Easement"), which is recorded in the Official Records Book 877, Page 153, *et seq.* of the public records of Clay County; Drainage Easement, which is recorded in the Official Records Book 935, Page 594, *et seq.* of the public records of Clay County; Modification of Easement Agreement ("Modification of Easement"), which is recorded in the Official Records Book 1493, Page 1789, *et seq.* of the public records of Clay County;
- B. All of the land encumbered by the Previous Declaration is depicted and more particularly described in the Exhibits attached hereto.
- C. The covenants and restrictions contained in the Previous Declaration had expired pursuant to Chapter 712, Florida Statutes, also known as the Marketable Record Title Act ("MRTA").
- D. The Organizing Committee was organized for the Association and consisted of the following persons:

Jeff Berk  
629 Wells Landing Drive  
Orange Park, FL 32073  
(904) 563-3928

Ray Butts  
541 Pine Forest Trail  
Orange Park, FL 32073  
(904) 252-3135

Donald Johnson  
598 Wells Landing Drive  
Orange Park, FL 32073  
(904) 269-2358

- E. The Organizing Committee for the Association submitted the Previous Declaration pursuant to 720.403, Florida Statutes, as the "Revived Declaration" to the Florida Department of Economic Opportunity, which was approved for revival as outlined in Florida Statutes Chapters 712 and 720.
- F. The Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration and the amendments thereto.
- G. The voting interests of each parcel owner under this Revived Declaration are the same as the voting interests of the parcel owners under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owners under the Previous Declaration.

NOW, THEREFORE, the Association hereby revives all terms and provisions of the Previous Declaration and governing documents, which are attached hereto for recording in the public records to complete the revitalization process outlined in Florida Statutes Chapter 712 and 720:

WELLS LANDING ASSOCIATION, INC.,  
a Florida not-for-profit corporation

By:

Name: Jeff Berk

Title: President

STATE OF FLORIDA

COUNTY OF Clay

ATTEST:

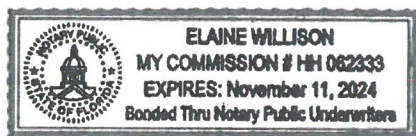
By:

Name: Donald Johnson

Title: Vice President

The foregoing instrument was acknowledged, sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7<sup>th</sup> day of November, 2022 by Jeff Berk, as President of Wells Landing Association, Inc., who is ☐ personally known to me or ☒ has produced Florida Drivers License as identification and Donald Johnson, as Vice President of Wells Landing Association, Inc., who is ☐ personally known to me or ☒ has produced Florida Drivers License as identification.

[Notary Seal]



Notary Public

Printed Name: Elaine Willison

My Commission Expires: November 11, 2024

19309

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
WELLS LANDING

678, 471

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This instrument prepared by Bert C. Simon, Esquire  
Gartner and Phillips, 1325 San Marco Boulevard,  
Suite 600, Jacksonville, Florida 32207

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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
WELLS LANDING

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THIS DECLARATION is made by TRECO, Inc., a Florida corporation, 1325 San Marco Boulevard, Jacksonville, Florida 32207 ("Developer"), this 22<sup>ND</sup> day of JULY, 1982.

Preliminary Statement

Developer is the owner of the real property located in Clay County, Florida more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "Property") in fee simple absolute subject to those matters described on Exhibit A. Developer has caused the Property to be surveyed and platted as Wells Landing Unit One according to the plat thereof recorded in Plat Book 16, pages 76 through 77 of the Official Public Records of Clay County, Florida. Developer hereby restricts the use of the Property as hereinafter provided, and declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions thereto made in accordance with this Declaration, shall be held, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all subsequent owners of the Property or portions thereof for the purpose of preserving the value and maintaining the desirability of the Property. This Declaration shall run with the title to the Property or any portion thereof and the grantee of any deed conveying the Property or any portion thereof shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the provisions of this Declaration.

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal

THIS INSTRUMENT PREPARED BY:  
AND RETURN TO:  
BERT C. SIMON, Esquire  
GARTNER AND PHILLIPS  
1325 SAN MARCO BOULEVARD  
JACKSONVILLE, FLORIDA 32207

GARTNER AND PHILLIPS ATTORNEYS AND COUNSELLORS JACKSONVILLE, FLORIDA

Documents and all supplementary or amendatory instruments thereto, shall have the following meanings described below:

1.1 "Association" means Wells Landing Association, a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

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

1.3 "Common Area" means all property from time to time owned by the Association for the common use and enjoyment of all Owners. The Common Area initially consists of the lands described on Exhibit "B" attached to this Declaration and here incorporated by reference, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements.

1.4 "Developer" means TRECO, Inc., a Florida corporation, its successors and assigns with respect to the Property, and all other Persons who acquire an interest in more than one Lot or any other portion of the Property for the purpose of development of the Property or of completing the Work.

1.5 "Law" includes, without limitation, any statute, ordinance, rule, regulation, or order validly created, promulgated, adopted, or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any and all activities on or about the Property. As the context may admit, such term also includes the general principles of decisional law.

1.6 "Legal Documentation" The legal documentation for Wells Landing consists of this Declaration, the Association's Articles of Incorporation, the Association's ByLaws, and all amendments to any of the foregoing now or hereafter made. The foregoing are individually and collectively called the Legal Documents in this

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Declaration. Unless the context expressly requires otherwise, the words defined below whenever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, and in any deeds, mortgages, assignments, and other instruments relating to all or any portion of the Property shall have the following meanings:

(a) "Declaration" means this Declaration and any supplemental declarations made in accordance herewith, as amended from time to time.

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

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

1.7 "Lot" means any plot of land shown on the Plat or any recorded subdivision plat of the Property, which is designated thereon as a lot or which is or intended to be improved with a residential townhome, but excluding the Common Area and any areas dedicated to public use.

1.8 "Member" means each Owner as provided in Article III hereof.

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

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

1.11 "Plat" means that subdivision plat of Wells Landing Unit One recorded in Plat Book 16, pages 76 through 77 of the Official Public Records of Clay County, Florida and the recorded plat of

any lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

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

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

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

1.15 "Recorded" means filed for record in the Public Records of Clay County, Florida.

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

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

1.18 "Unit" means a single family townhome dwelling located on a Lot as part of a multifamily building, as shown on the Plat.

1.19 "Unplatted Lands" means the lands in Clay County, Florida, described on Exhibit "C" attached to this Declaration and here incorporated by reference.

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

## ARTICLE II

### PROPERTY RIGHTS AND USE RESTRICTIONS

2.1 Owner's Easements of Enjoyment. Every Owner has a non-exclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and passes with, the title to every Lot, subject to the following:

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

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

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members. Such dedication or transfer must be approved by at least two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose, and as evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida.

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

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

2.2 Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Area to any and all Persons from time to time lawfully occupying such Owner's Lot. Any

delegation to invitees is subject to the Association's rules and regulations.

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2.3 Reciprocal Easements. There are reciprocal appurtenant easements between each Lot and the adjacent portion or portions of the Common Area, and between adjacent Lots, for (i) the maintenance, repair, and reconstruction of any roofs, exterior walls or party walls, as provided in this Declaration for the benefit of those Persons, including the Association, responsible for or permitted to perform such maintenance, repair and reconstruction; (ii) lateral and subjacent support; (iii) overhanging roofs, eaves, and trees, if any, installed by Developer as part of the Work, and their replacements; (iv) encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; and (v) the drainage of ground and surface waters in the manner established by Developer as part of the Work. To the extent not inconsistent with this Declaration, the general rules of Law apply to the foregoing easements. The extent of such easements for maintenance, drainage, support, and overhangs is that reasonably necessary to effectuate their respective purposes; and such easements of encroachment extend to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner or the Association. There are also reciprocal appurtenant easements between Lots for the installation, maintenance, repair, and replacement of any utility installations (including any television or radio cables and appurtenances) servicing more than one Lot; but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot, and entry into any improvement is authorized only with the consent of its Owner and occupant, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable

manner, and upon reasonable prior notice whenever circumstances permit.

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

2.5 Utility Drainage Easements. The Developer shall have the unrestricted right, without the approval or joinder of any other person or entity, to designate the use and to alienate, release or otherwise assign the easements shown on the Plat. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property subject to the easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements or structures including fences and walls, upon the easement areas nor shall they landscape such areas with hedges, trees or other large landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements or structures on the easement areas shown on the Plat or landscape such areas as aforesaid, the Owner of the Lot shall remove the improvements or structures or landscape items upon written request of Developer, the Association or

the grantee of the easement. Subsequent to Developer's conveyance of the Common Area, additional easements may be granted by the Association for utility purposes as provided in Section 1(c) of this Article.

2.6 Parking Restrictions. Unless and until the Association promulgates rules and regulations expressly authorizing the parking, storage, keeping, repair, or restoration of boats, trailers, or additional vehicles, no vehicle, boat, or trailer may be parked, stored, kept, repaired, or restored anywhere within the Property except functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles") and except that boats, trailers and other vehicles may be stored in the garage of a Unit. No Owner or occupant of any Lot, nor any guest or invitee of the Owner or occupant of any Lot, may regularly park a Permitted Vehicle anywhere within the Property except within a garage of a Unit, the driveway or the pull-off parking space constructed on Lots as a part of the Work. The foregoing shall not be deemed to prohibit guests or invitees of an Owner or occupant of a Lot from parking in the streets located on the Property while visiting such Owner or occupant, provided that normal traffic flow is not impeded. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours.

2.7 Unit Restrictions. Following completion of the Work, an Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior appearance of his Unit (except as provided in this Declaration) including the installation of window air conditioners, nor make any additions to the exterior of his Unit without the prior written approval of the Association, except that an Owner shall replace broken windows and

doors with windows or doors of the same style and equal or greater quality as originally installed as part of the Work.

2.8 Antennas. Each Unit is wired for the installation of interior antenna installation. No television or radio masts, towers, poles, antennas, aerals, or appurtenances shall be erected, constructed, or maintained on the exterior of any Unit or Lot unless the location, size and design thereof have been approved by the Association. In general the Association shall not approve any such items if reasonably adequate interior antenna locations are provided for such Lot by Developer as part of the Work or a master television and radio antenna system or cable system is available to such Lot.

2.9 Use of Lots.

(a) General. Each Lot shall be improved and used for single family residential purposes only, and no trade, business, or profession of any kind may be conducted in, on, or from any Lot. Notwithstanding the foregoing, the letting, renting, or leasing of Lots for transient occupancy does not constitute a trade of business prohibited by this Article.

(b) Front yards. The area of each Lot between the front lot line and the exterior front wall of the building in which the Unit is located (the "Front Yard") is subject to the following restrictions:

(i) No fence, walls, storage areas, or structures of any type may be erected in the Front Yard, except a mail box, the size, location, design and type of which have been approved by the Association.

(ii) The native vegetation and natural style landscaping performed by Developer as part of the Work shall be retained and nurtured. No living trees measuring four (4) inches or more in diameter at a point two (2) feet above the ground level may be removed without the written approval of the Association. No hedges or

hedge like grouping of plants shall be permitted to exceed four (4) feet in height.

(iii) As part of the Work, Developer has constructed unpaved parking spaces in the Front Yards of most Lots. Parking is permitted only in these unpaved pull-off parking spaces and the paved driveways on each Lot. No additional parking spaces shall be constructed nor any other area used as a parking space within a Front Yard.

(c) Rear Yards. The area of each Lot between the rear lot line and the exterior rear wall of the building in which the Unit is located (the "Rear Yard") is subject in all respects to the same restrictions as the Front Yard, except to the extent the Rear Yard has been enclosed by an approved fence, as provided below, in which the following restrictions will apply:

(i) An Owner may erect a fence in the Rear Yard no closer to the front of the Lot than the exterior rear wall of the building, provided that the location, quality, style, color and design has been first approved in writing by the Association. No fence, wall or hedge may exceed six (6) feet in height. No chain link, barbed wire or other forms of wire or steel fences are permitted. All fences must be constructed and painted or stained, in a manner compatible with the Work, as determined in the sole discretion of Association, and must be maintained to preserve harmony with the Work and an attractive appearance from the exterior of each Lot. It is the intention of Association to select one or more fence type(s) compatible with the Work and to require uniform use of these fence type(s).

(ii) The native vegetation and natural style landscaping performed by Developer as part of the Work shall be retained and nurtured. No living trees measur-

ing four (4) inches or more in diameter at a point two

(2) feet above the ground level may be removed without the written approval of the Association.

(iii) All storage buildings, shed or other structures of all types must be fenced, screened or landscaped so as to not be visible from the exterior of a Lot. No such structure shall be erected until the location, quality, style, color and design has been first approved in writing by the Association.

(iv) Outdoor drying of laundry is permitted in the Rear Yard, if the drying areas are completely screened from view from adjacent Lots and any street. Clothes lines or drying racks must be of the umbrella type, no more than six feet in height from ground level unless otherwise approved in writing by the Association.

(d) Side Yards. The area of each Lot, if any, between the side lot line and the exterior side wall of the building in which the Unit is located and bounded by the extensions of the front and rear walls of the Unit (the "Side Yard") is subject in all respects to same restrictions as the Front Yard; provided however, upon approval of the Association, the Owner may erect a fence in the Side Yard no closer to the front of the Lot than the exterior front wall of the building and in conformity with the fence requirements applicable to Rear Yards, when necessary to maintain the privacy of the Lot.

2.10 Animals and Rubbish. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that not more than two (2) dogs, two (2) cats, or two (2) caged birds (or any combination thereof not exceeding two (2) animals) may be kept on Lots subject to the Association's rules and regulations, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such

pets are neither dangerous nor a nuisance to the residents of the Property. All pets are prohibited from the Common Area. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the improvement on each Lot, or in sanitary containers concealed from view, and in accordance with the Association's rules and regulations, if any.

2.11 Sewage Disposal and Water Service. The Town of Orange Park, Florida, or its successors or assigns, has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the Town of Orange Park. Nothing herein shall prevent the digging of a well to provide water for swimming pools, irrigation, or for air conditioning purposes. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the marshlands. All sewage must be disposed of through the sewer lines and disposal plant owned or controlled by the Town of Orange Park. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the sewer system. The Town of Orange Park, or its successors or assigns, has a non-exclusive perpetual easement, in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water and sewage facilities.

2.12 General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) Obstructions. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on the Common Area.

(b) Alterations. Nothing shall be altered or constructed upon, or removed from, the Common Area.

(c) Activities. No activity is permitted in or upon the Common Area, except those for which the Common Area is from time to time suitably improved.

(d) Signs. No sign of any kind shall be displayed to public view within the Property except customary name and address signs approved by the Association, and a lawn sign of not more than four (4) square feet in size advertising a Lot for sale or rent. All signs permitted by this subsection are subject to the Association's rules and regulations.

(e) Wetlands. No swimming, bathing, fishing, canoeing, boating, or other recreational activity of any nature is permitted in, about, or upon any stream, pond, lake, marsh or other wetlands situated in whole or in part upon, or adjoining, the Property. Without limitation, the Board of Directors from time to time may prohibit any and all uses and activities in, upon, and about any such wetland. Some Lots contain wetland areas that are subject to the jurisdiction and regulation of the State of Florida Department of Environmental Regulation. These areas may not be altered or landscaped nor may any improvements be constructed thereon without the prior approval of the Department of Environmental Regulation.

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

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Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of any and all insurance maintained by such Owner if, at the time of such act or omission, such Owner has insurance in force complying with the requirements of this Declaration or such additional reasonable insurance requirements as the Association from time to time may establish. Collection of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this paragraph.

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

2.15 Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot passes any rights in and to the Common Area, except as expressly enumerated in this Declaration. Without limitation, no provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any such right, title, and interest except as expressly provided in this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS. 678 489

3.1 Membership. Every Owner of a Lot is a member of the Association. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. Except for the Developer, no Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot; provided however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

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

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

(b) Class B. The Class B member(s) is Developer and is entitled to three votes for each Lot owned. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (ii) five (5) years from the date this Declaration is Recorded.

3.3 Co-Ownership. If more than one Person holds the Record title to any Lot, all such Persons are members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Before any meeting at which a vote is to

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be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until the Association is notified in writing. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

3.4 Amplification. The provisions of this Article are amplified by the Association's Articles and By-Laws; but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration, on the one hand, and the Articles and By-Laws on the other, be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

#### ARTICLES IV

##### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

###### 4.1 The Common Area.

(a) Maintenance and Repair. Subject to the rights of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, and all of its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall keep the foregoing in a clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Area include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and

tangible personal property installed by Developer as part of the Work.

(b) Insurance. The Association shall keep the improvements located on the Common Areas, including fixtures and personal property of the Association insured to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as the improvements on the Common Area, including but not limited to vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood plain area. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

4.2 Exterior Lot Maintenance. In the event an Owner of any Lot in the Property shall fail to maintain the exterior of his Lot and Unit after reasonable notice specifying the maintenance or repair item in a manner satisfactory to the Board of Directors, the Association, after approval by not less than seventy-five percent (75%) of the members of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Unit and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

4.3 Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent it

deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's rules and regulations. The Association may contract with others to furnish trash collection, lawn care, insurance coverage, building maintenance, termite and pest control or any other services or materials, to all Lots or to any group of Lots; provided, however, (i) only those Lots whose Owners have requested such service shall be assessed for their cost; and (ii) each such Owner's prior written consent is obtained. Nothing herein shall be deemed to require the Association to provide such services.

4.4 Personal Property. The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and By-Laws.

4.5 Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents as they from time to time may be amended. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, or may be amended or rescinded by a majority of both classes of membership present and

voting at any regular or special meeting convened for such purpose. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person or through representatives of such Owner's choosing.

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

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

4.8 Access by Association. The Association has a right of entry on to the exterior of each Lot and Unit located thereon to the extent reasonably necessary to discharge its duties of exterior maintenance, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable time and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by Law except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area or any Unit. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of

entry may be exercised by its agents, employees, contractors, and managers, and by the agents or employees of any such contractor or manager.

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#### ARTICLE V

##### COVENANTS FOR ASSESSMENTS

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

(a) An Annual Assessment, as defined in paragraph 2 of this Article; and

(b) Special Common Area assessments, as defined in paragraph 5 of this Article;

(c) Special assessments for property taxes levied and assessed against the Common Area, as defined in paragraph 4 of this Article;

(d) Specific assessments against any particular Lot that is established pursuant to any provisions of the Legal Documents, as provided in paragraph 6 of this Article; and

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

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when such assessment fell due. Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

5.2 Purpose of Assessments. The annual assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property and for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the Common Area. To effectuate the foregoing, the Association shall levy an Annual Assessment and shall maintain adequate reserves to provide and be used for:

(a) the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Area, including the payment of taxes and insurance on the Common Area and the cost of labor, equipment, materials, management, and supervision thereof; and;

(b) all general activities and expenses of the Association incurred in the administration of the powers and duties granted hereunder and pursuant to Law;

5.3 Amount.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual maintenance assessment shall be Two Hundred and Sixteen Dollars (\$216.00) for each fully assessable Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(b) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot to an Owner and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, may set the amount of the maximum annual assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased more than fifteen percent (15%) above the maximum annual assessment for the previous year unless otherwise approved by two-thirds (2/3) of each class of those members

present in person or by proxy and voting at a meeting duly convened as provided hereunder.

(c) The amount of the Annual Assessment shall be fixed by the Board of Directors at least 30 days before the beginning of each fiscal year and shall be payable in one or more installments as determined by the Board of Directors without interest so long as not more than fifteen (15) days delinquent. Written notice of such assessment shall be given to every Owner; but the failure to give such notice will not invalidate any otherwise proper assessment. In the absence of Board action to the contrary at least 30 days before the beginning of any fiscal year, the Annual Assessment then in effect will continue for such fiscal year.

5.4 Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no Person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Developer intends that the value of the interest of each Owner in the Common Area be included in the assessment of each such Lot for property tax purposes. Developer further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that its full value is included in the several assessments of the various Lots. If the applicable taxing authorities refuse to so assess the Common Area, with the result that real property taxes in any given year are assessed to the Association with respect to the Common Area in excess of \$500.00 then the amount of such excess may be specifically assessed in the discretion of the Board of Directors. The amount of the assessment shall be determined by dividing the amount of such excess by the number of Lots within the Property. In the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and

its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

5.5 Special Assessments for Capital Improvements. In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Area, including fixtures and related personal property, provided that such assessment is approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

5.6 Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of any Owner or occupant of such Owner's Lot or arising by reason of any Owner's failure to properly maintain the exterior of his Lot Unit, or failure to maintain adequate insurance and a termite bond as required herein, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it when due and such default continues for thirty (30) days after written notice.

5.7 Uniformity of Assessments. The Annual Assessment and any special Common Area assessment must be uniform throughout the Property; provided however, the Annual Assessment against any Lot in which Developer owns any interest and which is not being occupied as a residence may be fixed by the Board of Directors for so long as there is a Class B membership in the Association in an amount not less than twenty-five percent (25%) nor more than one hundred percent (100%), of the amount of the applicable Annual Assessment against Lots owned by the Class A members of the Association then in effect; provided that Developer agrees to fund

the deficit, if any, between the aggregate amount assessed Class A members and Developer, and the total expenses of the Association during the applicable period. Upon transfer of title of a Developer-owned Lot other than for purposes of completing the Work, such Lot shall be assessed in the applicable amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title.

5.8 Commencement of Annual Assessment. The Annual Assessment begins as to all Lots within the Property on the first day of the month following the Recording of the first transfer of Title by Developer of any Lot therein to an Owner other than Developer. If the operation of this Declaration is extended to additional lands, as provided herein, then the Annual Assessment begins against all Lots within each such extension on the first day of the first month following the Recording of the first transfer of title by Developer to an Owner other than Developer of any Lot therein. The first Annual Assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year. The Association shall furnish to any interested Person a certificate signed by an by an officer of the Association setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance.

5.9 Lien for Assessments. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot. Except for liens for all sums secured by such First Mortgage, all other lienors acquiring liens on any Lot

after this Declaration is Recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating such lien. The Recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, Record a notice of lien to further evidence the lien established by this Declaration as to any Lot against which the Annual Assessment is more than 30 days delinquent.

5.10 Remedies of the Association. Any assessment not paid within 30 days after its due date bears interest at the maximum rate from time to time permitted under the laws of the State of Florida. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the Common Area, or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

5.11 Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed,

or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as an owner, but for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner or such deficiency, in its sound judicial discretion.

5.12 Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

5.13 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any First Mortgagee of a Lot any assessments remaining unpaid for more than 30 days and shall give such First Mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided such First Mortgagee has given the Association written notice of its mortgage, designating the Lot encumbered by a proper legal description and stating the address to which notices shall be given.

#### ARTICLE VI

##### OBLIGATIONS OF OWNERS

###### 6.1 Exterior Lot Maintenance.

(a) Owner Responsibility. Each Owner shall, at his expense, maintain, repair and replace all portions of the

exterior of his Lot, including without limitation the roof, gutters, downspouts and exterior building surfaces and their replacements, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, landscaping items and any other equipment, structures, improvements, additions, or attachments, located on the Lot by Owner or installed by Developer as part of the Work. The foregoing obligation includes any maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of the Work, subject to normal wear and tear that cannot be avoided by normal maintenance. As to maintenance items requiring normal periodic maintenance, such as painting and staining, all Owners within a building shall perform such maintenance at substantially the same time, except to the extent more frequent maintenance of portions of a building may be required due to exposure to the sun or other conditions causing accelerated weathering. Each Owner shall promptly perform any maintenance or repair requested to prevent any damage or loss to other Lots or Units or the Common Areas, and shall be liable for all loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice to such Owner specifying the items of maintenance or repair.

An Owner may not cause or permit any material alteration in the exterior appearance of their Lots and Units, including the color of exterior surfaces of the Unit, without the prior written approval of the Association. Owners shall use only roof materials, paint, and stain colors approved by the

Association when performing repair and maintenance, or when repainting or staining the exterior of their Units.

(b) Association Authority. If (i) any Owner refuses or fails to timely maintain, repair, or replace, as the case may be, any exterior portion of his Lot or Unit after reasonable notice from the Association specifying the maintenance or repair items and (ii) not less than seventy-five percent (75%) of the members of the Association's Board of Directors so find after reasonable notice to, and reasonable opportunity to be heard by the Owner affected, then the Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Association at such Owner's expense and the cost thereof shall be specifically assessed against such Owner's Lot as provided in Article V, paragraph 5.6 of this Declaration.

6.2 Insurance. Each Owner shall keep his Unit insured to the maximum insurable replacement value, excluding foundation and excavation costs against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as his Unit. Each Owner shall provide the Association with a certificate of insurance within 15 days of the issuance of the policy and within 15 days of each renewal thereof. Failure of an Owner to carry the insurance required herein shall permit the Association, following ten (10) days notice to the Owner, to obtain the required insurance coverage and to specifically assess the Owner for the cost thereof, including a reasonable fee for placing the insurance. An Owner may join with other Owners of Units within his building to purchase one insurance policy covering the entire building, or may authorize the Association to purchase insurance covering his Unit and other Units in the Property, provided however, nothing herein shall be deemed to require the Association to provide such service.

6.3 Termite Protection. Each Owner shall annually cause his Unit to be inspected by a certified pest control operator for termite and other wood destroying insects, and shall maintain a termite and wood destroying insect bond with respect to his Unit. Each Owner shall provide the Association with a copy of each annual inspection and evidence that the bond is in full force and effect. Failure of an Owner to obtain and maintain such a bond, shall permit the Association, following ten (10) days notice, to obtain a termite inspection and bond, and to specifically assess the Owner for the cost thereof, including a reasonable fee for obtaining the inspection and bond. An Owner may join with other Owners of Units within his building to obtain termite protection for the entire building or may authorize the Association to obtain termite protection for his Unit and other Units in the Property; provided however, nothing herein shall be deemed to require the Association to provide such service.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

7.1 Architectural Control Committee. The Board of Directors shall appoint as a standing committee an Architectural Control Committee, (the "Committee") composed of three or more persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Control Committee. Any references in the Legal Documents to architectural control approval by the Association shall be deemed to require the approval of the Committee. No member of the Committee shall be entitled to compensation for services performed but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds. Committee members need not be Owners.

7.2 Committee Authority. Unless the Developer is specifically designated by this Declaration to regulate a particular item, the Committee has full authority to regulate the use and appearance of the exterior of the Property to: (1) assure harmony of

external design and location in relation to surrounding buildings and topography; (ii) protect and conserve the value and desirability of the Property as a residential community; (iii) maintain, to the extent reasonably practical, the exterior design and appearance of the improvements located on the Property, including the exterior of Units, in substantially the same appearance and condition as existed at the completion of the Work; and (iv) maintain uniformity of external appearance among the improvements located on the Property, including the exterior of Units. The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The Committee may adopt, promulgate, rescind, amend, and revise reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations are: (i) consistent with the provisions of this Declaration; and (ii) if the Board has not constituted itself as the Committee, approved by the Board before taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board in the name of the Association.

7.3 Committee Approval. Except for direct replacements of items installed by Developer as part of the Work, the Committee's prior approval is required for any and all changes (including color changes), alterations, additions, reconstruction, improvements, or attachments of any nature whatsoever to the exterior of any Lot or Unit within the Property, unless any structure, use, or activity is expressly permitted by the Committee's promulgated rules and regulations.

7.4 Applications. All applications to the Committee must be accompanied by reasonably detailed plans and specifications. If the Committee does not approve or disapprove any application within 30 days after receipt, the Committee's approval will be deemed given. If no suit to enjoin or remove any structure, activity,

use, change, alteration, or addition in violation of any provisions contained in this Declaration is commenced within six months following its completion, and a lis pendens or other notice of the pendency of such action Recorded, the Committee's approval also will be deemed given as to all Persons without knowledge of such violation, except the Owner creating such violation. In all other events, the Committee's approval must be in writing. In all events, the Association's procedures for review and enforcement of the provisions of this Article at all times must provide any affected Owner with reasonable prior notice and a reasonable opportunity to be heard in person and by representatives of such Owner's choosing.

7.5 Standards. All action by the Association with respect to architectural controls shall: (a) assure harmony of external appearance, design, materials, and location in relation to surrounding buildings and topography within the Property; and (b) protect and conserve the value and desirability of the Property as a residential community; and (c) be consistent with the provisions of the Legal Documents; and (d) be in the best interests of all Owners in maintaining the value and desirability of the Property as a residential community.

## ARTICLE VIII

### PARTY WALLS

8.1 General Rules of Law to Apply. Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of Law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions apply.

8.2 Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance, and replacement of a party wall and the foundation or footing supporting any party wall shall be

shared by the Owners who make use of the wall or foundation in proportion to such use.

In the event that any Owner should fail or refuse to perform or pay for any maintenance, repairs, or restorations as required by this Article, the adjoining party wall Owner shall have the following remedy, in addition to any other remedies provided by the laws of the State of Florida.

The affected Owner may serve written demand upon the delinquent Owner, demanding that the maintenance, repairs, or restorations be made within 30 days after service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, or mailed to the delinquent Owner at the mailing address of the Lot owned by the delinquent Owner, by certified or registered mail postage prepaid, and deposited in the United States Mail.

After expiration of the 30 days following service of the demand if the delinquent Owner has failed or refused to make the demanded maintenance, repairs or restorations, the affected Owner may cause such maintenance, repairs or restorations to be made. In such event the delinquent Owner shall be indebted to the affected Owner for the expense of the maintenance, repairs or restorations, and any damage sustained by the Unit or loss or expense incurred by the affected Owner by reason of such failure to timely maintain or restore and such affected Owner shall have a lien against the delinquent Owner's Lot for the full amount of such indebtedness, together with interest at the maximum rate allowed by the laws of the State of Florida. No lien under this provision shall be acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar as practicable as that provided by the Florida Mechanic's Lien Law. Thereafter, the rights and duties and remedies of the respective owners shall be those as provided to an Owner and a lien claimant under the Florida Mechanic Lien Law, including but not limited to

the rules contained in that statute for discharge of liens, duration of liens, and transfer of liens to security.

No lien acquired under the provision shall be superior to or effective against any bona-fide purchaser or mortgagee who shall have acquired their interest of record prior the recordation of a claim of lien in accordance with this provision.

8.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall may restore it; and, if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for a larger contribution from the others under any rule of Law regarding liability for negligent, willful, or intentional act or omissions.

8.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any other Unit or party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

8.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lots affected and shall pass to and bind each such Owner's successors in title.

8.6 Easement. In the event that there shall be located within any party wall pipes, vents, outlets, or other structures serving one or more Lots or Units, the Owner of each lot so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, outlet or other structure.

#### ARTICLE IX

##### OPERATION AND EXTENSION

9.1 Effect Upon Platted Lands. From and after the date this

Declaration is Recorded, all of the Property shall be held, sold, and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all Persons having any right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns, and shall inure to the benefit of the Association, Developer, and each Owner, their respective heirs, successors, and assigns.

9.2 Effect Upon Unplatted Lands. With respect to the Unplatted Lands, the provisions of this Declaration are not self-executing and shall be of no legal force and effect unless and until from time to time extended to all or any portion of the Unplatted Lands by Developer recording an amendment to this Declaration, declaring all or a part of the Unplatted Land to be subject to the provisions hereof. Developer may execute and record such an amendment or amendments without the consent or joinder of any Owner, the Association, or any other Person, provided that the FHA and VA determine that the addition of any such lands is in accord with the general plan heretofore approved by them. The provisions of this Declaration then automatically shall be extended to the portion of the Unplatted Lands described in such amendment and shall run with such lands and be binding upon all Persons having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns. Until the foregoing occurs, neither this Declaration, nor any provision hereof, constitutes an encumbrance, cloud, doubt, or suspicion upon the title to all or any portion of the Unplatted Lands. If the provisions of this Declaration have not been so extended to all of the Unplatted Lands on or before fifteen years from the date this Declaration is Recorded, then this Declaration shall be null, void, and without further legal effect with respect to any portion as to which it has not been so extended.

9.3 Other Extensions. The extension of the provisions of this Declaration to any lands other than the Unplatted Lands

requires the approval of two-thirds (2/3) of each class of those members present and voting in person or by proxy at a meeting duly convened for such purpose. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in Lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

#### ARTICLE X

##### RETAINED PREROGATIVES

10.1 Developer Prerogatives. Notwithstanding any provision of the Legal Documents to the contrary, Developer reserves the right to approve or disapprove all of the following actions by the Association:

(a) Extraordinary Action. Any action for which approval by two-thirds (2/3) or more of the Association's members is required by any provisions of the Legal Documents.

(b) Architectural Control. All decisions under the Article of this Declaration entitled "Architectural Control".

(c) Restrictions. Any rule, regulation, decision, or other action that reasonably may have the effect of waiving, lessening, impairing, or otherwise interfering with the scope of enforcement, or both, of any restriction imposed upon the Property by this Declaration.

In addition to the foregoing, Developer also retains the following rights: (i) to veto any rules and regulations promulgated by the Association for a period of 30 days after Developer is notified of the promulgation of any such rule or regulation; and (ii) to attend and be heard at all meetings of the membership, Board of Directors, and Executive Committee, if any, of the Association; and (iii) to exercise all rights granted a First Mortgagee hereunder; and (iv) to enforce the provisions of the Legal Documents,

of any of the Association's rules and regulations, by any appropriate procedure. Developer's prerogatives under this Section will continue until whichever of the following occurs first: the expiration of seven (7) years from the date this Declaration is Recorded, or until Developer no longer owns any Lot within the Property that is offered for sale in the ordinary course of Developer's business. The prerogatives retained by this paragraph are for the exclusive benefit of Developer and may be exercised by Developer only in a reasonable manner so as to protect or foster Developer's common plan for the development and beneficial use and enjoyment of the Properties. Without limitation, Developer's approval under this paragraph will not be unreasonably withheld or delayed so long as the proposed action will not impair the completion of the Work.

10.2 Disclaimer. The prerogatives reserved to Developer by Section 1 of this Article may be disclaimed by Developer at any time, in whole or in part, by a Recorded instrument or may be assigned by Developer at any time in whole or in part to a committee of Owners or to any other Person.

## ARTICLE XI

### GENERAL PROVISIONS

11.1 Enforcement. The Developer, the Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. If the Association or Developer is the prevailing party in any litigation involving the Legal Documents or any of the Association's rules or regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents or of any such rule or regulation against any other Owner, then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in negotiation, trial and appellate proceedings. In no event may

such costs and expenses be recovered by an Owner against the Association, or Developer, unless otherwise provided by law. If the Association is such a prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in the Article entitled "Covenant for Assessments". If any Owner or class of Owners is a prevailing party against any other Owner or Class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors. Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

11.2 Term and Renewal. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, above, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, until 40 years from the date this Declaration is Recorded, whereupon they automatically shall be extended for successive renewal periods of ten years each, unless seventy-five percent (75%) of the then Owners elect not to reimpose them as evidenced by an instrument executed and Recorded during the six months immediately preceding the beginning of any renewal period.

11.3 Amendment. (a) Developer. The Developer reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person (i) to amend this Declaration to comply with any requirements of a governmental agency or institutional First Mortgagee willing to make, insure or purchase mortgage loans secured by a Lot, (ii) to amend this Declaration to cure any ambiguity in or any inconsistency between these provisions; provided, however, any amendments to these Covenants and Restrictions shall be subject to approval

by the United States Department of Housing and Urban Development or the Veterans Administration. (b) Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended (i) on or before 40 years from the date it is Recorded by an instrument executed by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by not less than seventy-five (75%) of all Owners, and (ii) thereafter by such instrument signed by not less than sixty percent (60%) of all Owners. No amendment shall be effective until Recorded but the Associations' proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

11.4 Notice and Quorum. Wherever any provision of this Declaration requires any Extraordinary Action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than 30 days, nor more than 60 days, in advance of such meeting, setting forth its purpose. The presence in person or by proxy, of members entitled to cast at least one-third (1/3) of the votes of each class of membership constitutes a quorum, if the action must be approved by both classes of membership, or of the Class A members, if there is no Class B membership. If the required quorum is not present or represented, the members entitled to vote shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Proxies must be registered with the Secretary of the Association prior to members meetings. No Owner may hold more than five (5) proxies.

11.5 Other Approvals. Notwithstanding any provision of the Legal Documents to the contrary, all of the following actions

require the prior approval of the holders of seventy-five percent (75%) of the First Mortgage within the Property: (i) alienation or encumbrancing of all or any portion of the Common Area, except as expressly permitted under Article II, paragraph 2.1(c), of this Declaration; and (ii) amendment of this Declaration, except as expressly provided in the Article entitled "Operation and Extension"; and (iii) amendment of Articles of Incorporation of the Association; and (iv) the merger, consolidation, or dissolution of the Association.

11.6 Rights of First Mortgagees. Any First Mortgagee has the following rights:

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

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

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

(d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee giving notice to the Association shall be entitled to written notice of (i) any

condemnation or casualty loss affecting a material portion of the Property or any Unit encumbered by its First Mortgage, (ii) lapse, cancellation or material modification of insurance coverage or fidelity bond maintained by the Association; and (iii) any proposed action requiring the consent of a specified percentage of mortgage holders.

11.7 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties; dedication of Common Areas; and amendment of this Declaration.

11.8 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, construed, applied, or enforced to prevent Developer, or its contractors, subcontractors, agent, and employees, from doing or performing on all or any part of the Property owned or controlled by Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work, including:

(a) Structures. Erecting, constructing, and maintaining such structures, including one or more model homes, as may be necessary or convenient for conducting Developer's business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease, or otherwise.

(b) Business. Conducting thereon its or their business of completing the Work, establishing the Property as a residential community, and disposing of the Property in parcels by sale, lease, or otherwise and conducting resales of Lots within the Property, including the operation of one or more sales, business, or construction offices, or any combination.

(c) Signs. Maintaining such sign or signs as are necessary, convenient, or desirable in connection with the sale, lease, or other transfer of the Property in parcels.

As used in this paragraph, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences. Developer reserves temporary easements over, across, and through the Common Area for all uses and activities necessary, convenient, or desirable for completing the Work, such easements to be exercised so as not to cause any material damage to the Common Area and to expire only when Developer no longer owns any Lot within the Property or the Unplatted Land that is offered for sale in the ordinary course of Developer's business.

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

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

SIGNATURES WITNESSED BY:

TRECO, Inc.

*[Signature: Susan Gauron]*  
*[Signature: Peggy A. Dickson]*  
As to both

By:

Attest:

*[Signature: David A. Bingemann]*  
Vice President  
*[Signature: Charles C. Foster]*  
(CORPORATE SEAL)

"DEVELOPER"

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd day of July, 1982, by David A. Bingemann and Charles C. Foster respectively the Vice President, and Secretary of TRECO, Inc. on behalf of the corporation.

*[Signature: Peggy A. Dickson]*  
Notary Public, State of Florida  
at Large.

My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires May 20, 1983

EXHIBIT "A"

678 516

A part of Lots 8 and 9, Section 3, Florida Winter Homes and Improvement Company's Map of Orange Park, as recorded in Plat Book 1 pages 23, 24 and 25 of the public records of Clay County, Florida, being more particularly described as follows: Commence at the intersection of the Southerly line of Wells Road, as established for a width of 100 feet, (formerly Eldridge Avenue) with the Easterly right of way line of Seaboard Coastline Railroad as established for a width of 100 feet; thence South 01°56'30" East, along said Easterly right of way line, 1631.0 feet; thence North 88°04'50" East, 700.00 feet to the POINT OF BEGINNING; thence continue North 88°04'50" East, 657.86 feet to an intersection with the arc of a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve concave Northeasterly and having a radius of 912.96 feet, an arc distance of 91.31 feet, said arc being subtended by a chord bearing and distance of South 40°30'10" East, 91.27 feet to an intersection with the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Northwesterly having a radius of 447.41 feet, an arc distance of 97.28 feet, said arc being subtended by a chord bearing and distance of North 49°41'23" East, 97.08 feet to the point of tangency of said curve; thence North 43°27'40" East, 160.82 feet to the point of curvature of a curve to the left; thence Northwesterly along and around the arc of a curve concave Southwesterly and having a radius of 30.00 feet, an arc distance of 43.93 feet, said arc being subtended by a chord bearing and distance of North 01°30'49" East, 40.11 feet to the point of reverse curvature of a curve leading to the right; thence Northwesterly along and around the arc of a curve concave Northwesterly and having a radius of 627.96 feet, an arc distance of 75.00 feet, said arc being subtended by a chord bearing and distance of North 37°00'36" West, 74.96 feet; thence North 18°40'37" West, 75.00 feet to the Southwesterly right of way line of Wells Road, as established for a width of 80 feet; thence Southeasterly along said Southwesterly right of way line and along the arc of a curve concave Northeasterly and having a radius of 612.96 feet, an arc distance of 278.06 feet, said arc being subtended by a chord bearing and distance of South 39°47'37" East, 275.68 feet to the point of reverse curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Southerly and having a radius of 30.00 feet, an arc distance of 43.85 feet, said arc being subtended by a chord bearing and distance of South 85°20'10" West, 40.05 feet to the point of tangency of said curve; thence South 43°27'40" West, 175.91 feet to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 527.41 feet, an arc distance of 184.86 feet, said arc being subtended by a chord bearing and distance of South 53°30'08" West, 183.91 feet to the point of reverse curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 30.00 feet, an arc distance of 45.95 feet, said arc being subtended by a chord bearing and distance of South 19°39'49" West, 41.59 feet; thence South 41°17'17" West, 53.94 feet; thence South 40°49'52" West, 144.25 feet; thence North 49°10'08" West, 25.00 feet; thence South 87°53'00" West, 180.00 feet; thence South 11°03'33" West, 127.16 feet; thence South 61°04'09" West, 357.32 feet; thence North 01°56'29" West, 626.13 feet to the POINT OF BEGINNING.

Containing 7.428 acres, more or less.

Subject to:

1. Plat of survey of Wells Landing Unit One prepared by Northeast Florida Surveyors, Inc., recorded on November 18, 1981, in Plat Book 16, pages 76 and 77, in the Public Records of Clay County, Florida, and all matters disclosed by said plat, such as all easements, set-back lines, right-of-ways, etc.
2. Real taxes and assessments for 1982 and thereafter, and taxes and assessments levied by the Town of Orange Park, Florida, if any.
3. Easement for sewer, water and drainage dated May 15, 1975 and recorded in Official Records Vol. 337, page 468 of the Public Records of Clay County, Florida.
4. All applicable statutes, zoning ordinances and governmental regulations, including but not by way of limitation, restrictions imposed by the Department of Environmental Regulation of the State of Florida on certain "wetlands" to the extent that portions of the Property lie within the jurisdictional limits of the Department of Environmental Regulation.

TRACT "A", WELLS LANDING UNIT I:

D.P. 678 PAGE 517

Tract "A", as shown on the map of Wells Landing Unit One, as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of Clay County, Florida.

PARCEL I: (Sign parcel on West side Wells Landing Drive)

A part of Lot 8, Section 3, Florida Winter Homes, an improvement company's map of Orange Park, as recorded in Plat Book 1, Pages 23, 24 and 25, of the Public Records of Clay County, Florida, more particularly described as follows: COMMENCE at the most Northerly corner of Wells Landing Unit One as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of said County, said point being on the Southwesterly right-of-way line of Wells Road as established for a width of 80 feet; thence South 18°40'37" East along the Westerly right-of-way line of Wells Landing Drive as shown on said map of Wells Landing Unit One, 75.00 feet, to its intersection with a curve concave Northeasterly and having a radius of 627.96 feet; thence continue Southeasterly along the said Southwesterly right-of-way line of Wells Landing Drive along and around said curve, an arc distance of 75.00 feet, to the POINT OF BEGINNING, said arc being subtended by a chord bearing and distance of South 37°00'36" East, 74.96 feet; thence South 43°27'40" West, 44.83 feet; thence South 46°32'20" East, 26.81 feet, to its intersection with the Northwestly right-of-way line of said Wells Landing Drive; thence North 43°27'40" East along the said Northwesterly right-of-way line of Wells Landing Drive, 15.0 feet, to the point of a curve to the left, said curve being concave Westerly and having a radius of 30 feet; thence continue Northwesterly along the Westerly line of said Wells Landing Drive along and around said curve, an arc distance of 43.93 feet, to the POINT OF BEGINNING, said arc being subtended by a chord bearing and distance of North 01°30'49" East, 40.11 feet.

Containing 1,014 square feet, more or less.

PARCEL II: (Sign parcel on East side of Wells Landing Drive)

A part of Lot 8, Section 3, Florida Winter Homes, an improvement company's map of Orange Park, as recorded in Plat Book 1, Pages 23, 24 and 25, of the Public Records of Clay County, Florida, more particularly described as follows: BEGIN at the most Easterly corner of Wells Landing Unit One, as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of said County, said point being on the Southwesterly right-of-way line of Wells Road as established for a width of 80 feet; thence South 43°27'40" West, 56.82 feet, thence North 46°32'20" West, 26.73 feet, to its intersection with the Southeasterly right-of-way line of Wells Landing Drive as shown on said map of Wells Landing Unit One thence North 43°27'40" East along the said Southeasterly right-of-way line of Wells Landing Drive, 27.0 feet, to a point of a curve to the right, said curve being concave Southerly and having a radius of 30 feet; thence Northeasterly along the said Southeasterly right-of-way line of Wells Landing Drive, along and around said curve, an arc distance of 43.85 feet, to the POINT OF BEGINNING, said arc being subtended by a chord bearing and distance of North 85°20'01" East, 40.05 feet.

Containing 1,331 square feet, more or less. SUBJECT to particular Jacksonville Electric Authority Easement as described and recorded in Official Records Book 663, Page 53, of the public records of said County.

EXHIBIT B

COMMON AREAS

EXHIBIT "C"

U.P. 678 PAT. 518

A part of Lots 8, 9 and 10, Section 3, Florida Winter Homes, an improvements company's map of Orange Park, as recorded in Plat Book 1, Pages 23, 24 and 25, of the Public Records of Clay County, Florida, more particularly described as follows: BEGIN at the most Southerly corner of Wells Landing Unit One as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of said County; thence South  $01^{\circ}56'29''$  East, 110.0 feet, to the South line of the North 110 feet of said Lot 10, Section 3, Orange Park; thence North  $97^{\circ}53'00''$  East, along the last said line, 1,402.10 feet, to an intersection with the Westerly right-of-way line of Plainfield Avenue; thence North  $12^{\circ}51'50''$  East along said Westerly right-of-way line, 363.33 feet; thence South  $88^{\circ}04'50''$  West, 95.97 feet, to the point of a curve to the right, said curve being concave Northeasterly and having a radius of 912.96 feet; thence Northwesterly along and around said curve, an arc distance of 692.17 feet, to its intersection with the Southerly right-of-way line of Wells Landing Drive as shown on said map of Wells Landing Unit One said arc being subtended by a chord bearing and distance of North  $70^{\circ}11'59''$  West, 675.71 feet, said point being in a curve said curve being concave Northwesterly and having a radius of 527.41 feet; thence along the Southerly line of said Wells Landing Unit One the following eight courses and distances: COURSE NO. 1, thence Southwesterly along and around the aforesaid curve an arc distance of 86.91 feet, said arc being subtended by a chord bearing and distance of South  $58^{\circ}49'22''$  West, 86.81 feet, to the point of a reverse curve to the left, said curve being concave Southeasterly and having a radius of 30 feet; COURSE NO. 2, thence Southwesterly along and around said curve an arc distance of 45.95 feet, said arc being subtended by a chord bearing and distance of South  $19^{\circ}39'24''$  West, 41.59 feet; COURSE NO. 3, thence South  $41^{\circ}17'31''$  West, 53.94 feet; COURSE NO. 4, thence South  $40^{\circ}49'52''$  West, 144.25 feet; COURSE NO. 5, thence North  $49^{\circ}10'08''$  West, 25.0 feet; COURSE NO. 6, thence South  $87^{\circ}53'00''$  West, 180.00 feet; COURSE NO. 7, thence South  $11^{\circ}03'33''$  West, 127.16 feet; COURSE NO. 8, thence South  $61^{\circ}04'09''$  West, 357.32 feet, to the POINT OF BEGINNING.

Containing 12.60 acres more or less.

FILE NO. 82-08142  
 OFFICIAL RECORDS NO. 478  
 PAGE 478 RECORDED  
 JUL 23 8 54 AM '82  
 FILED AND RECORDED IN PUBLIC  
 RECORDS OF CLAY COUNTY, FLA.  
 Clerk Circuit Court

EXHIBIT C  
 UNPLATTED LAND



117.00

AMENDED AND RESTATED DECLARATION  
OF COVENANTS AND RESTRICTIONS FOR  
WELLS LANDING

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RETURN TO:  
 D.H. WINGGEMAN  
 7811 Ave.  
 1325 San Marco Blvd.  
 Jacksonville, Florida 32207

This instrument prepared by Bert C. Simon, Esquire  
Gartner and Phillips, 1325 San Marco Boulevard,  
Suite 600, Jacksonville, Florida 32207

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AMENDED AND RESTATED DECLARATION  
OF COVENANTS AND RESTRICTIONS  
FOR  
WELLS LANDING.

P.P. 689 630

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS is made by TRECO, Inc., a Florida corporation, 1325 San Marco Boulevard, Jacksonville, Florida 32207 ("Developer"), this 7<sup>TH</sup> day of OCTOBER, 1982.

Preliminary Statement

By Declaration of Covenants and Restrictions for Wells Landing (the "Original Declaration") dated July 22, 1982, and recorded in O. R. Book 678 page 471 of the Public Records of Clay County, Florida, the Developer imposed covenants and restrictions on certain property as more particularly described and identified in the Original Declaration. In paragraph 10.3 of the Original Declaration Developer reserved the right, without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person, to amend the Original Declaration to comply with any requirements of a governmental agency or institutional First Mortgagee willing to make, insure, or purchase mortgage loans secured by a Lot. The Developer has been required to amend portions of the Original Declaration to comply with requirements established by the Veterans Administration of the United States Government.

THEREFORE, the Developer, by this Amended and Restated Declaration of Covenants and Restrictions for Wells Landing, amends and restates the Original Declaration in its entirety, as follows:

ARTICLE I

Introduction, Definitions and Construction

Developer is the owner of the real property located in Clay County, Florida more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "Property") in fee simple absolute subject to those matters described on Exhibit A. Developer has caused the Property to be surveyed and platted as Wells Landing Unit One according to the plat thereof recorded in Plat Book 16, pages 76 through 77 of the Official Public Records of Clay County, Florida. Developer hereby restricts the use of the Property as hereinafter provided, and declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions thereto made in accordance with this Declaration, shall be held, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof for the purpose of preserving the value and maintaining the desirability of the Property. This Declaration shall run with the title to the Property or any portion thereof and the grantee of any deed conveying the Property or any portion thereof shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the provisions of this Declaration.

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents and all supplementary or amendatory instruments thereto, shall have the following meanings:

1.1 "Association" means Wells Landing Association, Inc. a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

THIS INSTRUMENT PREPARED BY:  
AND RETURN TO:  
BERT C. SIMON, Esquire  
GARYNER AND PHILLIPS  
1325 SAN MARCO BOULEVARD  
JACKSONVILLE, FLORIDA 32207

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

1.3 "Common Area" means all property from time to time owned by the Association for the common use and enjoyment of all Owners. The Common Area initially consists of the lands described on Exhibit "B" attached to this Declaration and here incorporated by reference, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements.

1.4 "Developer" means TRECO, Inc., a Florida corporation, its successors and assigns with respect to the Property, and all other Persons who acquire an interest in more than one Lot or any other portion of the Property for the purpose of development of the Property or of completing the Work.

1.5 "Law" includes, without limitation, any statute, ordinance, rule, regulation, or order validly created, promulgated, adopted, or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any and all activities on or about the Property. As the context may admit, such term also includes the general principles of decisional law.

1.6 "Legal Documentation" The legal documentation for Wells Landing consists of this Declaration, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing now or hereafter made. The foregoing are individually and collectively called the Legal Documents in this Declaration. Unless the context expressly requires otherwise, the words defined below whenever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, and in any deeds, mortgages, assignments, and other instruments relating to all or any portion of the Property shall have the following meanings:

(a) "Declaration" means this Amended and Restated Declaration of Covenants and Restrictions for Wells Landing and any supplemental declarations made in accordance herewith, as amended from time to time.

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

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

1.7 "Lot" means any plot of land shown on the Plat or any recorded subdivision plat of the Property, which is designated thereon as a lot or which is or intended to be improved with a residential townhome, but excluding the Common Area and any areas dedicated to public use.

1.8 "Member" means each Owner as provided in Article III hereof.

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

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

1.11 "Plat" means that subdivision plat of Wells Landing Unit One recorded in Plat Book 16, pages 76 through 77 of the Official Public Records of Clay County, Florida and the recorded plat of any lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

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

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

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

1.15 "Recorded" means filed for record in the Public Records of Clay County, Florida.

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

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

1.18 "Unit" means a single family townhome dwelling located on a Lot as part of a multifamily building, as shown on the Plat.

1.19 "Unplatted Lands" means the lands in Clay County, Florida, described on Exhibit "C" attached to this Declaration and here incorporated by reference.

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

## PROPERTY RIGHTS AND USE RESTRICTIONS

2.1 Owner's Easements of Enjoyment. Every Owner has a non-exclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and passes with, the title to every Lot, subject to the following:

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

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

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members. Such dedication or transfer must be approved by at least two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose, and as evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida.

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

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

2.2 Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Area to any and all Persons from time to time lawfully occupying such Owner's Lot. Any delegation to invitees is subject to the Association's rules and regulations.

2.3 Reciprocal Easements. There are reciprocal appurtenant easements between each Lot and the adjacent portion or portions of the Common Area, and between adjacent Lots, for (i) the maintenance, repair, and reconstruction of any roofs, exterior walls or party walls, as provided in this Declaration for the benefit of those Persons, including the Association, responsible for or permitted to perform such maintenance, repair and reconstruction; (ii) lateral and subjacent support; (iii) overhanging roofs, eaves, pull-off parking spaces, (and the use thereof for permitted parking purposes), and trees, if any, installed by Developer as part of the Work, and their replacements; (iv) encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; and (v) the drainage of ground and surface waters in the manner established by Developer as part of the Work. To the extent not inconsistent with this Declaration, the general rules of Law apply to the foregoing easements. The extent of such easements for maintenance, drainage, support, and overhangs is that reasonably necessary to effectuate their respective purposes; and such easements of en-

encroachment extend to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner or the Association. There are also reciprocal appurtenant easements between Lots for the installation, maintenance, repair, and replacement of any utility installations (including any television or radio cables and appurtenances) servicing more than one Lot; but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot, and entry into any improvement is authorized only with the consent of its Owner and occupant, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner, and upon reasonable prior notice whenever circumstances permit.

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

2.5 Utility Drainage Easements. Reference is made to certain easements shown on the Plat. The Developer shall have the unrestricted right, without the approval or joinder of any other person or entity, to designate the use and to alienate, release or otherwise assign the easements shown on the Plat except to the extent such easements have been dedicated to governmental authorities or public utility companies. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property subject to the easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements or structures including fences and walls, upon the easement areas nor shall they landscape such areas with hedges, trees or other large landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements or structures on the easement areas shown on the Plat or landscape such areas as aforesaid, the Owner of the Lot shall remove the improvements or structures or landscape items upon written request of Developer, the Association or the grantee of the easement. Subsequent to Developer's conveyance of the Common Area, additional easements may be granted by the Association for utility purposes as provided in Section 1(c) of this Article.

2.6 Parking Restrictions. Unless and until the Association promulgates rules and regulations expressly authorizing the parking, storage, keeping, repair, or restoration of boats, trailers, or additional vehicles, no vehicle, boat, or trailer may be parked, stored, kept, repaired, or restored anywhere within the Property except functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles") and except that boats, trailers and other vehicles may be stored in the garage of a Unit. No Owner or occupant of any Lot, nor any guest or invitee of the Owner or occupant of any Lot, may regularly park a Permitted Vehicle anywhere within the Property except within a garage of a Unit, the driveway or the pull-off parking space constructed on Lots as a part of the Work.

The foregoing shall not be deemed to prohibit guests or invitees of an Owner or occupant of a Lot from parking in the streets located on the Property while visiting such Owner or occupant, provided that normal traffic flow is not impeded. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours.

**2.7 Unit Restrictions.** Following completion of the Work, an Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior appearance of his Unit (except as provided in this Declaration) including the installation of window air conditioners, nor make any additions to the exterior of his Unit without the prior written approval of the Association, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or greater quality as originally installed as part of the Work.

**2.8 Antennas.** Each Unit is wired for the installation of interior antenna installation. No television or radio masts, towers, poles, antennas, aerials, or appurtenances shall be erected, constructed, or maintained on the exterior of any Unit or Lot unless the location, size and design thereof have been approved by the Association. In general the Association shall not approve any such items if reasonably adequate interior antenna locations are provided for such Lot by Developer as part of the Work or a master television and radio antenna system or cable system is available to such Lot.

**2.9 Use of Lots.**

(a) **General.** Each Lot shall be improved and used for single family residential purposes only, and no trade, business, or profession of any kind may be conducted in, on, or from any Lot. Notwithstanding the foregoing, the letting, renting, or leasing of Lots for transient occupancy does not constitute a trade of business prohibited by this Article.

(b) **Front yards.** The area of each Lot between the front lot line and the exterior front wall of the building in which the Unit is located (the "Front Yard") is subject to the following restrictions:

(i) No fence, walls, storage areas, or structures of any type may be erected in the Front Yard, except a mail box, the size, location, design and type of which have been approved by the Association.

(ii) The native vegetation and natural style landscaping performed by Developer as part of the Work shall be retained and nurtured. No living trees measuring four (4) inches or more in diameter at a point two (2) feet above the ground level may be removed without the written approval of the Association. No hedges or hedge like grouping of plants shall be permitted to exceed four (4) feet in height.

(iii) As part of the Work, Developer has constructed unpaved parking spaces in the Front Yards of most Lots. Parking is permitted only in these unpaved pull-off parking spaces and the paved driveways on each Lot. No additional parking spaces shall be constructed nor any other area used as a parking space within a Front Yard.

(c) **Rear Yards.** The area of each Lot between the rear lot line and the exterior rear wall of the building in which the Unit is located (the "Rear Yard") is subject in all

respects to the same restrictions as the Front Yard, except to the extent the Rear Yard has been enclosed by an approved fence, as provided below, in which the following restrictions will apply:

(i) An Owner may erect a fence in the Rear Yard no closer to the front of the Lot than the exterior rear wall of the building, provided that the location, quality, style, color and design has been first approved in writing by the Association. No fence, wall or hedge may exceed six (6) feet in height. No chain link, barbed wire or other forms of wire or steel fences are permitted. All fences must be constructed and painted or stained, in a manner compatible with the Work, as determined in the sole discretion of Association, and must be maintained to preserve harmony with the Work and an attractive appearance from the exterior of each Lot. It is the intention of Association to select one or more fence type(s) compatible with the Work and to require uniform use of these fence type(s).

(ii) The native vegetation and natural style landscaping performed by Developer as part of the Work shall be retained and nurtured. No living trees measuring four (4) inches or more in diameter at a point two (2) feet above the ground level may be removed without the written approval of the Association.

(iii) All storage buildings, shed or other structures of all types must be fenced, screened or landscaped so as to not be visible from the exterior of a Lot. No such structure shall be erected until the location quality, style, color and design has been first approved in writing by the Association.

(iv) Outdoor drying of laundry is permitted in the Rear Yard, if the drying areas are completely screened from view from adjacent Lots and any street. Clothes lines or drying racks must be of the umbrella type, no more than six feet in height from ground level unless otherwise approved in writing by the Association.

(d) Side Yards. The area of each Lot, if any, between the side lot line and the exterior side wall of the building in which the Unit is located and bounded by the extensions of the front and rear walls of the Unit (the "Side Yard") is subject in all respects to same restrictions as the Front Yard; provided however, upon approval of the Association, the Owner may erect a fence in the Side Yard no closer to the front of the Lot than the exterior front wall of the building and in conformity with the fence requirements applicable to Rear Yards, when necessary to maintain the privacy of the Lot.

**2.10 Animals and Rubbish.** No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that not more than two (2) dogs, two (2) cats, or two (2) caged birds (or any combination thereof not exceeding two (2) animals) may be kept on Lots subject to the Association's rules and regulations, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. All pets are prohibited from the Common Area. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the improvement on each Lot, or in sanitary containers concealed from view, and in accordance with the Association's rules and regulations, if any.

**2.11 Sewage Disposal and Water Service.** The Town of Orange Park, Florida, or its successors or assigns, has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the Town of Orange Park. Nothing herein shall prevent the digging of a well to provide water for swimming pools, irrigation, or for air conditioning purposes. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the marshlands. All sewage must be disposed of through the sewer lines and disposal plant owned or controlled by the Town of Orange Park. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the sewer system. The Town of Orange Park, or its successors or assigns, has a non-exclusive perpetual easement, in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water and sewage facilities.

**2.12 General Restrictions.** Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) **Obstructions.** There shall be no obstruction of the Common Area, nor shall anything be kept or stored on the Common Area.

(b) **Alterations.** Nothing shall be altered or constructed upon, or removed from, the Common Area.

(c) **Activities.** No activity is permitted in or upon the Common Area, except those for which the Common Area is from time to time suitably improved.

(d) **Signs.** No sign of any kind shall be displayed to public view within the Property except customary name and address signs approved by the Association, and a lawn sign of not more than four (4) square feet in size advertising a Lot for sale or rent. All signs permitted by this subsection are subject to the Association's rules and regulations.

(e) **Wetlands.** No swimming, bathing, fishing, canoeing, boating, or other recreational activity of any nature is permitted in, about, or upon any stream, pond, lake, marsh or other wetlands situated in the Property. Without limitation, the Board of Directors from time to time may prohibit any and all uses and activities in, upon, and about any such wetland. Some Lots contain wetland areas that are subject to the jurisdiction and regulation of the State of Florida Department of Environmental Regulation. These areas may not be altered or landscaped nor may any improvements be constructed thereon without the prior approval of the Department of Environmental Regulation.

**2.13 General Prohibitions and Indemnity.** No activity is permitted, nor shall any object or substance be kept, stored, or emitted, anywhere within the Property in violation of Law. No noxious, destructive, or offensive activity is permitted anywhere within the Property, nor shall anything be done within the Property that may constitute any annoyance or nuisance to any Owner or to any other Person at any time lawfully occupying any Lot. Each Owner shall defend, indemnify, and hold the Association and all other Owners harmless against all loss from all damage or waste caused by such Owner, or by any occupant of such Owner's Lot. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of any and all insurance maintained by such Owner if, at the time of such act or omission, such Owner has insurance

in force complying with the requirements of this Declaration or such additional reasonable insurance requirements as the Association from time to time may establish. Collection of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this paragraph.

**2.14 Rules and Regulations.** No Owner or other Person occupying any Lot, or any invitee, shall violate the Association's rules and regulations for the use of the Property. All Owners and other Persons occupying any Lot, and their invitees, at all times shall do all things reasonably necessary to comply with such rules and regulations. Wherever any provisions of this Article prohibits any activity, condition, or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self executing unless and until the Association promulgates rules and regulations expressly permitting the same. Without limitation, any rule or regulation will be deemed "promulgated" when posted conspicuously at such convenient location within the Property as the Association from time to time may designate for such purpose.

**2.15 Ownership Rights Limited to Those Enumerated.** No transfer of title to any Lot passes any rights in and to the Common Area, except as expressly enumerated in this Declaration. Without limitation, no provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any such right, title, and interest except as expressly provided in this Declaration.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

**3.1 Membership.** Every Owner of a Lot is a member of the Association. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. Except for the Developer, no Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot; provided however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

**3.2 Classification.** The Association has two classes of voting membership:

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

(b) **Class B.** The Class B member(s) is Developer and is entitled to three votes for each Lot owned. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (ii) five (5) years from the date this Declaration is Recorded.

**3.3 Co-Ownership.** If more than one Person holds the Record title to any Lot, all such Persons are members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no

split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any lot is held by husband and wife, either co-owner is entitled to cast the vote for such lot unless and until the Association is notified in writing. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

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

3.5 Amplification. The provisions of this Article are amplified by the Association's Articles and By-Laws; but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration, on the one hand, and the Articles and By-Laws on the other, be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

#### ARTICLES IV

#### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

##### 4.1 The Common Area.

(a) Maintenance and Repair. Subject to the rights of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, and all of its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall keep the foregoing in a clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Area include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work.

(b) Insurance. The Association shall keep the improvements located on the Common Areas, including fixtures and personal property of the Association insured to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as the improvements on the Common Area, including but not limited to vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood plain area. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

4.2 Exterior Lot Maintenance. In the event an Owner of any Lot in the Property shall fail to maintain the exterior of his Lot and Unit after reasonable notice specifying the maintenance or repair item in a manner satisfactory to the Board of Directors, the Association, after approval by not less than seventy-five percent (75%) of the members of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Unit and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

4.3 Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's rules and regulations. The Association may contract with others to furnish trash collection, lawn care, insurance coverage, building maintenance, termite and pest control or any other services or materials, to all Lots or to any group of Lots; provided, however, (i) only those Lots whose Owners have requested such service shall be assessed for their cost; and (ii) each such Owner's prior written consent is obtained. Nothing herein shall be deemed to require the Association to provide such services.

4.4 Personal Property. The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and By-Laws.

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

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

4.7 Restriction on Capital Improvements. All capital improvements to the Common Area, except for replacement or repair

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of those items installed by Developer as part of the Work, and except for personal property related to the Common Area, must be approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

4.8 Access by Association. The Association has a right of entry on to the exterior of each Lot and Unit located thereon to the extent reasonably necessary to discharge its duties of exterior maintenance, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable time and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by Law except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area or any Unit. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers, and by the agents or employees of any such contractor or manager.

#### ARTICLE V

##### COVENANTS FOR ASSESSMENTS

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

- (a) An Annual Assessment, as defined in paragraph 2 of this Article; and
- (b) Special Common Area assessments, as defined in paragraph 5 of this Article;
- (c) Special assessments for property taxes levied and assessed against the Common Area, as defined in paragraph 4 of this Article;
- (d) Specific assessments against any particular Lot that is established pursuant to any provisions of the Legal Documents, as provided in paragraph 6 of this Article; and
- (e) All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when such assessment fell due. Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

5.2 Purpose of Assessments. The annual assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property and for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of

the Common Area. To effectuate the foregoing, the Association shall levy an Annual Assessment and shall maintain adequate reserves to provide and be used for:

(a) the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Area, including the payment of taxes and insurance on the Common Area and the cost of labor, equipment, materials, management, and supervision thereof; and;

(b) all general activities and expenses of the Association incurred in the administration of the powers and duties granted hereunder and pursuant to Law;

### 5.3 Amount.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual maintenance assessment shall be Two Hundred and Sixteen Dollars (\$216.00) for each fully assessable Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(b) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot to an Owner and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, may set the amount of the maximum annual assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased more than ten percent (10%) above the maximum annual assessment for the previous year unless otherwise approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened as provided hereunder.

(c) The amount of the Annual Assessment shall be fixed by the Board of Directors at least 30 days before the beginning of each fiscal year and shall be payable in one or more installments as determined by the Board of Directors without interest so long as not more than fifteen (15) days delinquent. Written notice of such assessment shall be given to every Owner; but the failure to give such notice will not invalidate any otherwise proper assessment. In the absence of Board action to the contrary at least 30 days before the beginning of any fiscal year, the Annual Assessment then in effect will continue for such fiscal year.

5.4 Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes levied on the Common Areas, and shall assess each Owner for the cost thereof as provided in paragraph 5.1 hereof. The amount of the assessment shall be determined by dividing the amount of such taxes by the number of Lots within the Property. In the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice or all or any portion thereof may be assessed as a part of the Annual Assessment described above. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

5.5 Special Assessments for Capital Improvements. In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Area, including fixtures and related personal property, provided that

such assessment is approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

**5.6 Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of any Owner or occupant of such Owner's Lot or arising by reason of any Owner's failure to properly maintain the exterior of his Lot Unit, or failure to maintain adequate insurance and a termite bond as required herein, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it when due and such default continues for thirty (30) days after written notice.

**5.7 Uniformity of Assessments.** The Annual Assessment and any special Common Area assessment must be uniform throughout the Property; provided however, the Annual Assessment against any Lot in which Developer owns any interest and which is not being occupied as a residence may be fixed by the Board of Directors for so long as there is a Class B membership in the Association in an amount not less than twenty-five percent (25%) nor more than one hundred percent (100%), of the amount of the applicable Annual Assessment against Lots owned by the Class A members of the Association then in effect; provided that Developer funds the deficits, if any, between the aggregate amount assessed Class A members and Developer, and the total expenses of the Association during the applicable period of control. Upon transfer of title of a Developer-owned Lot other than for purposes of completing the Work, such Lot shall be assessed in the applicable amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title.

**5.8 Commencement of Annual Assessment.** The Annual Assessment begins as to all Lots within the Property on the first day of the month following the Recording of the first transfer of Title by Developer of any Lot therein to an Owner other than Developer. If the operation of this Declaration is extended to additional lands, as provided herein, then the Annual Assessment begins against all Lots within each such extension on the first day of the first month following the Recording of the first transfer of title by Developer to an Owner other than Developer of any Lot therein. The first Annual Assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance.

**5.9 Lien for Assessments.** All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot. Except for liens for all sums secured by such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is Recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating such lien. The Recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, Record a notice of lien to further evidence the lien established

by this Declaration as to any Lot against which the Annual Assessment is more than 30 days delinquent.

5.10 Remedies of the Association. Any assessment not paid within 30 days after its due date bears interest at the rate of eighteen percent (18%) per annum, not to exceed the maximum rate from time to time permitted under the laws of the State of Florida. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the Common Area, or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

5.11 Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as an owner, but for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner or such deficiency, in its sound judicial discretion.

5.12 Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

5.13 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any First Mortgagee of a Lot any assessments remaining unpaid for more than 30 days and shall give such First Mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided such First Mortgagee has given the Association written notice of its mortgage, designating the Lot encumbered by a proper legal description and stating the address to which notices shall be given.

#### ARTICLE VI

##### OBLIGATIONS OF OWNERS

##### 6.1 Exterior Lot Maintenance.

(a) Owner Responsibility. Each Owner shall, at his expense, maintain, repair and replace all portions of the exterior of his Lot, including without limitation the roof, gutters, downspouts and exterior building surfaces and their

replacements, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, landscaping items and any other equipment, structures, improvements, additions, or attachments, located on the Lot by Owner or installed by Developer as part of the Work. The foregoing obligation includes any maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of the Work, subject to normal wear and tear that cannot be avoided by normal maintenance. As to maintenance items requiring normal periodic maintenance, such as painting and staining, all Owners within a building shall perform such maintenance at substantially the same time, except to the extent more frequent maintenance of portions of a building may be required due to exposure to the sun or other conditions causing accelerated weathering. Each Owner shall promptly perform any maintenance or repair requested to prevent any damage or loss to other Lots or Units or the Common Areas, and shall be liable for all loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice to such Owner specifying the items of maintenance or repair.

An Owner may not cause or permit any material alteration in the exterior appearance of their Lots and Units, including the color of exterior surfaces of the Unit, without the prior written approval of the Association. Owners shall use only roof materials, paint, and stain colors approved by the Association when performing repair and maintenance, or when repainting or staining the exterior of their Units.

(b) Association Authority. If (i) any Owner refuses or fails to timely maintain, repair, or replace, as the case may be, any exterior portion of his Lot or Unit after reasonable notice from the Association specifying the maintenance or repair items and (ii) not less than seventy-five percent (75%) of the members of the Association's Board of Directors so find after reasonable notice to, and reasonable opportunity to be heard by the Owner affected, then the Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Association at such Owner's expense and the cost thereof shall be specifically assessed against such Owner's Lot as provided in Article V, paragraph 5.6 of this Declaration.

**6.2 Insurance.** Each Owner shall keep his Unit insured to the maximum insurable replacement value, excluding foundation and excavation costs against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as his Unit. Each Owner shall provide the Association with a certificate of insurance within 15 days of the issuance of the policy and within 15 days of each renewal thereof. Failure of an Owner to carry the insurance required herein shall permit the Association, following ten (10) days notice to the Owner, to obtain the required insurance coverage and to specifically assess the Owner for the cost thereof, including a reasonable fee for placing the insurance. An Owner may join with other Owners of Units within his building to purchase one insurance policy covering the entire building, or may authorize the Association to purchase insurance covering his Unit and other Units in the Property, provided however, nothing herein shall be deemed to require the Association to provide such service.

6.3 Termite Protection. Each Owner shall annually cause his Unit to be inspected by a certified pest control operator for termite and other wood destroying insects, and shall maintain a termite and wood destroying insect bond with respect to his Unit. Each Owner shall provide the Association with a copy of each annual inspection and evidence that the bond is in full force and effect. Failure of an Owner to obtain and maintain such a bond, shall permit the Association, following ten (10) days notice, to obtain a termite inspection and bond, and to specifically assess the Owner for the cost thereof, including a reasonable fee for obtaining the inspection and bond. An Owner may join with other Owners of Units within his building to obtain termite protection for the entire building or may authorize the Association to obtain termite protection for his Unit and other Units in the Property; provided however, nothing herein shall be deemed to require the Association to provide such service.

## ARTICLE VII

### ARCHITECTURAL CONTROL

7.1 Architectural Control Committee. The Developer shall appoint as a standing committee an Architectural Control Committee, (the "Committee") composed of three or more persons who need not be Owners. The Developer shall retain the right to appoint the Committee members until the first to occur of i) the sale by Developer of all the Lots in the Property and the Unplatted Lands or ii) ten (10) years from the date this Declaration is Recorded. Thereafter the Board of Directors shall appoint the Committee members. Any references in the Legal Documents to architectural control approval by the Association shall be deemed to require the approval of the Committee. No member of the Committee shall be entitled to compensation for services performed but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds.

7.2 Committee Authority. Unless the Developer is specifically designated by this Declaration to regulate a particular item, the Committee has full authority to regulate the use and appearance of the exterior of the Property to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; (ii) protect and conserve the value and desirability of the Property as a residential community; (iii) maintain, to the extent reasonably practical, the exterior design and appearance of the improvements located on the Property, including the exterior of Units, in substantially the same appearance and condition as existed at the completion of the Work; and (iv) maintain uniformity of external appearance among the improvements located on the Property, including the exterior of Units. The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The Committee may adopt, promulgate, rescind, amend, and revise reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations are: (i) consistent with the provisions of this Declaration; and (ii) if the Board has not constituted itself as the Committee, approved by the Board before taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board in the name of the Association.

7.3 Committee Approval. Except for direct replacements of items installed by Developer as part of the Work, the Committee's prior approval is required for any and all changes (including color changes), alterations, additions, reconstruction, improvements, or attachments of any nature whatsoever to the exterior of any Lot or Unit within the Property, unless any structure, use, or

activity is expressly permitted by the Committee's promulgated rules and regulations.

7.4 Applications. All applications to the Committee must be accompanied by reasonably detailed plans and specifications. If the Committee does not approve or disapprove any application within 30 days after receipt, the Committee's approval will be deemed given. If no suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of any provisions contained in this Declaration is commenced within six months following its completion, and a lis pendens or other notice of the pendency of such action Recorded, the Committee's approval also will be deemed given as to all Persons without knowledge of such violation, except the Owner creating such violation. In all other events, the Committee's approval must be in writing. In all events, the Association's procedures for review and enforcement of the provisions of this Article at all times must provide any affected Owner with reasonable prior notice and a reasonable opportunity to be heard in person and by representatives of such Owner's choosing.

7.5 Standards. All action by the Association with respect to architectural controls shall: (a) assure harmony of external appearance, design, materials, and location in relation to surrounding buildings and topography within the Property; and (b) protect and conserve the value and desirability of the Property as a residential community; and (c) be consistent with the provisions of the Legal Documents; and (d) be in the best interests of all Owners in maintaining the value and desirability of the Property as a residential community.

#### ARTICLE VIII

##### PARTY WALLS

8.1 General Rules of Law to Apply. Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of Law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions apply.

8.2 Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance, and replacement of a party wall and the foundation or footing supporting any party wall shall be shared by the Owners who make use of the wall or foundation in proportion to such use.

In the event that any Owner should fail or refuse to perform or pay for any maintenance, repairs, or restorations as required by this Article, the adjoining party wall Owner shall have the following remedy, in addition to any other remedies provided by the laws of the State of Florida.

The affected Owner may serve written demand upon the delinquent Owner, demanding that the maintenance, repairs, or restorations be made within 30 days after service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, or mailed to the delinquent Owner at the mailing address of the Lot owned by the delinquent Owner, by certified or registered mail postage prepaid, and deposited in the United States Mail.

After expiration of the 30 days following service of the demand if the delinquent Owner has failed or refused to make the demanded maintenance, repairs or restorations, the affected Owner may cause such maintenance, repairs or restorations to be made. In such event the delinquent Owner shall be indebted to the affected Owner for the expense of the maintenance, repairs or restorations, and any damage sustained by the Unit or loss or

expense incurred by the affected Owner by reason of such failure to timely maintain or restore and such affected Owner shall have a lien against the delinquent Owner's Lot for the full amount of such indebtedness, together with interest at the maximum rate allowed by the laws of the State of Florida. No lien under this provision shall be acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar as practicable as that provided by the Florida Mechanic's Lien Law. Thereafter, the rights and duties and remedies of the respective owners shall be those as provided to an Owner and a lien claimant under the Florida Mechanic Lien Law, including but not limited to the rules contained in that statute for discharge of liens, duration of liens, and transfer of liens to security.

No lien acquired under the provision shall be superior to or effective against any bona-fide purchaser or mortgagee who shall have acquired their interest of record prior the recordation of a claim of lien in accordance with this provision.

8.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall may restore it; and, if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional act or omissions.

8.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any other Unit or party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

8.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lots affected and shall pass to and bind each such Owner's successors in title.

8.6 Easement. In the event that there shall be located within any party wall pipes, vents, outlets, or other structures serving one or more Lots or Units, the Owner of each lot so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, outlet or other structure.

#### ARTICLE IX

##### OPERATION AND EXTENSION

9.1 Effect Upon Platted Lands. From and after the date this Declaration is Recorded, all of the Property shall be held, sold, and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all Persons having any right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns, and shall inure to the benefit of the Association, Developer, and each Owner, their respective heirs, successors, and assigns.

9.2 Effect Upon Unplatted Lands. With respect to the Unplatted Lands, the provisions of this Declaration are not self-executing and shall be of no legal force and effect unless and until from time to time extended to all or any portion of the Unplatted Lands by Developer recording an amendment to this Declaration, declaring all or a part of the Unplatted Land to be subject to the provisions hereof. Developer may execute and record such an amendment or amendments without the consent or joinder of any

Owner, the Association, or any other Person, provided that the FHA and VA determine that the addition of any such lands is in accord with the general plan heretofore approved by them. The provisions of this Declaration then automatically shall be extended to the portion of the Unplatted Lands described in such amendment and shall run with such lands and be binding upon all Persons having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns. Until the foregoing occurs, neither this Declaration, nor any provision hereof, constitutes an encumbrance, cloud, doubt, or suspicion upon the title to all or any portion of the Unplatted Lands. If the provisions of this Declaration have not been so extended to all of the Unplatted Lands on or before fifteen years from the date this Declaration is Recorded, then this Declaration shall be null, void, and without further legal effect with respect to any portion as to which it has not been so extended.

9.3 Other Extensions. The extension of the provisions of this Declaration to any lands other than the Unplatted Lands requires the approval of two-thirds (2/3) of each class of those members present and voting in person or by proxy at a meeting duly convened for such purpose. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in Lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

#### ARTICLE X

##### GENERAL PROVISIONS

10.1 Enforcement. The Developer, the Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. If the Association or Developer is the prevailing party in any litigation involving the Legal Documents or any of the Association's rules or regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents or of any such rule or regulation against any other Owner, then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in negotiation, trial and appellate proceedings. In no event may such costs and expenses be recovered by an Owner against the Association, or Developer, unless otherwise provided by law. If the Association is such a prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in the Article entitled "Covenant for Assessments". If any Owner or class of Owners is a prevailing party against any other Owner or Class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors. Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

10.2 Term and Renewal. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, above, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, until 40 years from the date this Declaration is Recorded, whereupon they automatically shall be extended for successive renewal periods of ten years each, unless seventy-five percent (75%) of the then Owners elect not to reimpose them as evidenced by an instrument executed and Recorded during the six months immediately preceding the beginning of any renewal period.

10.3 Amendment.

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(a) Developer. The Developer reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person (i) to amend this Declaration to comply with any requirements of a governmental agency or institutional First Mortgagee willing to make, insure or purchase mortgage loans secured by a Lot, (ii) to amend this Declaration to cure any ambiguity in or any inconsistency between these provisions; provided, however, any amendments to these Covenants and Restrictions shall be subject to approval by the United States Department of Housing and Urban Development or the Veterans Administration.

(b) Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended (i) on or before 40 years from the date it is Recorded by an instrument executed by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by not less than seventy-five (75%) of all Owners, and (ii) thereafter by such instrument signed by not less than sixty percent (60%) of all Owners. No amendment shall be effective until Recorded but the Associations' proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

10.4 Notice and Quorum. Wherever any provision of this Declaration requires any Extraordinary Action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than 30 days, nor more than 60 days, in advance of such meeting, setting forth its purpose. The presence in person or by proxy, of members entitled to cast at least one-half (1/2) of the votes of each class of membership constitutes a quorum, if the action must be approved by both classes of membership, or of the Class A members, if there is no Class B membership. If the required quorum is not present or represented, the members entitled to vote shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Proxies must be registered with the Secretary of the Association prior to members meetings. No Owner may hold more than five (5) proxies.

10.5 Other Approvals. Notwithstanding any provision of the Legal Documents to the contrary, all of the following actions require the prior approval of the Declarant (for so long as Developer owns any Lots for sale in the ordinary course of licenses) and the holders of seventy-five percent (75%) of the First Mortgage within the Property: (i) alienation or encumbrancing of all or any portion of the Common Area, except as expressly permitted under Article II, paragraph 2.1(c), of this Declaration; and (ii) amendment of this Declaration, except as expressly provided in the Article entitled "Operation and Extension"; and (iii) amendment of Articles of Incorporation of the Association; and (iv) the merger, consolidation, or dissolution of the Association.

10.6 Rights of First Mortgagees. Any First Mortgagee has the following rights:

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

(b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements of the Association, provided, however,

the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

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

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

10.7 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties; dedication of Common Areas; and amendment of this Declaration.

10.8 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, construed, applied, or enforced to prevent Developer, or its contractors, subcontractors, agent, and employees, from doing or performing on all or any part of the Property owned or controlled by Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work, including:

(a) Structures. Erecting, constructing, and maintaining such structures, including one or more model homes, as may be necessary or convenient for conducting Developer's business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease, or otherwise.

(b) Business. Conducting thereon its or their business of completing the Work, establishing the Property as a residential community, and disposing of the Property in parcels by sale, lease, or otherwise and conducting resales of Lots within the Property, including the operation of one or more sales, business, or construction offices, or any combination.

(c) Signs. Maintaining such sign or signs as are necessary, convenient, or desirable in connection with the sale, lease, or other transfer of the Property in parcels.

As used in this paragraph, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences. Developer reserves temporary easements over, across, and through the Common Area for all uses and activities necessary, convenient, or desirable for completing the Work, such easements to be exercised so as not to cause any material damage to the Common Area and to expire only when Developer no longer owns any Lot within the Property or the Unplatted Land that is offered for sale in the ordinary course of Developer's business.

10.9 Severability. Invalidation of any particular provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and

D.P. 689 CASE 652

effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

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

SIGNATURES WITNESSED BY: TRECO, Inc.

A. Thomas Rodger, Esq.

By:

David A. Bingham  
VICE President

Deputy A. Dickson  
As to both

Attest:

Walter Bryant  
Assistant Secretary  
(CORPORATE SEAL)

"DEVELOPER"

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this TH day of OCTOBER, 1982, by DAVID A. BINGHAM and WALTER BRYANT, respectively the VICE President and ASSISTANT Secretary of TRECO, Inc. on behalf of the corporation.

Deputy A. Dickson  
Notary Public, State of Florida  
at Large.

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires: May 1, 1985

## EXHIBIT "A"

C.P. 689 PAGE 653

A part of Lots 8 and 9, Section 3, Florida Winter Homes and Improvement Company's Map of Orange Park, as recorded in Plat Book 1 pages 23, 24 and 25 of the public records of Clay County, Florida, being more particularly described as follows: Commence at the intersection of the Southerly line of Wells Road, as established for a width of 100 feet, (formerly Eldridge Avenue) with the Easterly right of way line of Seaboard Coastline Railroad as established for a width of 100 feet; thence South  $01^{\circ}56'30''$  East, along said Easterly right of way line, 1631.0 feet; thence North  $88^{\circ}04'50''$  East, 700.00 feet to the POINT OF BEGINNING; thence continue North  $88^{\circ}04'50''$  East, 657.86 feet to an intersection with the arc of a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve concave Northeasterly and having a radius of 912.96 feet, an arc distance of 91.31 feet, said arc being subtended by a chord bearing and distance of South  $40^{\circ}30'10''$  East, 91.27 feet to an intersection with the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Northwesterly having a radius of 447.41 feet, an arc distance of 97.28 feet, said arc being subtended by a chord bearing and distance of North  $49^{\circ}41'23''$  East, 97.08 feet to the point of tangency of said curve; thence North  $43^{\circ}27'40''$  East, 160.82 feet to the point of curvature of a curve to the left; thence Northwesterly along and around the arc of a curve concave Southwesterly and having a radius of 30.00 feet, an arc distance of 43.93 feet, said arc being subtended by a chord bearing and distance of North  $01^{\circ}30'49''$  East, 40.11 feet to the point of reverse curvature of a curve leading to the right; thence Northwesterly along and around the arc of a curve concave Northeasterly and having a radius of 627.96 feet, an arc distance of 75.00 feet, said arc being subtended by a chord bearing and distance of North  $37^{\circ}00'36''$  West, 74.96 feet; thence North  $18^{\circ}40'37''$  West, 75.00 feet to the Southwesterly right of way line of Wells Road, as established for a width of 80 feet; thence Southeasterly along said Southwesterly right of way line and along the arc of a curve concave Northeasterly and having a radius of 612.96 feet, an arc distance of 278.06 feet, said arc being subtended by a chord bearing and distance of South  $39^{\circ}47'37''$  East, 275.68 feet to the point of reverse curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Southerly and having a radius of 30.00 feet, an arc distance of 43.85 feet, said arc being subtended by a chord bearing and distance of South  $85^{\circ}20'10''$  West, 40.05 feet to the point of tangency of said curve; thence South  $43^{\circ}27'40''$  West, 175.91 feet to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 527.41 feet, an arc distance of 184.86 feet, said arc being subtended by a chord bearing and distance of South  $53^{\circ}30'08''$  West, 183.91 feet to the point of reverse curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 30.00 feet, an arc distance of 45.95 feet, said arc being subtended by a chord bearing and distance of South  $19^{\circ}39'49''$  West, 41.59 feet; thence South  $41^{\circ}17'17''$  West, 53.94 feet; thence South  $40^{\circ}49'52''$  West, 144.25 feet; thence North  $49^{\circ}10'08''$  West, 25.00 feet; thence South  $87^{\circ}53'00''$  West, 180.00 feet; thence South  $11^{\circ}03'33''$  West, 127.16 feet; thence South  $61^{\circ}04'09''$  West, 357.32 feet; thence North  $01^{\circ}56'29''$  West, 626.13 feet to the POINT OF BEGINNING.

Containing 7.428 acres, more or less.

Subject to:

1. Plat of survey of Wells Landing Unit One prepared by Northeast Florida Surveyors, Inc., recorded on November 18, 1981, in Plat Book 16, pages 76 and 77, in the Public Records of Clay County, Florida, and all matters disclosed by said plat, such as all easements, set-back lines, right-of-ways, etc.
2. Real taxes and assessments for 1982 and thereafter, and taxes and assessments levied by the Town of Orange Park, Florida, if any.
3. Easement for sewer, water and drainage dated May 15, 1975 and recorded in Official Records Vol. 337, page 468 of the Public Records of Clay County, Florida.
4. All applicable statutes, zoning ordinances and governmental regulations, including but not by way of limitation, restrictions imposed by the Department of Environmental Regulation of the State of Florida on certain "wetlands" to the extent that portions of the Property lie within the jurisdictional limits of the Department of Environmental Regulation.

TRACT "A", WELLS LANDING UNIT I:

D.P. 689 CASE 654

Tract "A", as shown on the map of Wells Landing Unit One, as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of Clay County, Florida.

PARCEL I: (Sign parcel on West side Wells Landing Drive)

A part of Lot 8, Section 3, Florida Winter Homes, an improvement company's map of Orange Park, as recorded in Plat Book 1, Pages 23, 24 and 25, of the Public Records of Clay County, Florida, more particularly described as follows: COMMENCE at the most Northerly corner of Wells Landing Unit One as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of said County, said point being on the Southwesterly right-of-way line of Wells Road as established for a width of 80 feet; thence South 18°40'37" East along the Westerly right-of-way line of Wells Landing Drive as shown on said map of Wells Landing Unit One, 75.00 feet, to its intersection with a curve concave Northeasterly and having a radius of 627.96 feet; thence continue Southeasterly along the said Southwesterly right-of-way line of Wells Landing Drive along and around said curve, an arc distance of 75.00 feet, to the POINT OF BEGINNING, said arc being subtended by a chord bearing and distance of South 37°00'36" East, 74.96 feet; thence South 43°27'40" West, 44.83 feet; thence South 46°32'20" East, 26.81 feet, to its intersection with the Northwestly right-of-way line of said Wells Landing Drive; thence North 43°27'40" East along the said Northwestly right-of-way line of Wells Landing Drive, 15.0 feet, to the point of a curve to the left, said curve being concave Westerly and having a radius of 30 feet; thence continue Northwestly along the Westerly line of said Wells Landing Drive along and around said curve, an arc distance of 43.93 feet, to the POINT OF BEGINNING, said arc being subtended by a chord bearing and distance of North 01°30'49" East, 40.11 feet.

Containing 1,014 square feet, more or less.

PARCEL II: (Sign parcel on East side of Wells Landing Drive)

A part of Lot 8, Section 3, Florida Winter Homes, an improvement company's map of Orange Park, as recorded in Plat Book 1, Pages 23, 24 and 25, of the Public Records of Clay County, Florida, more particularly described as follows: BEGIN at the most Easterly corner of Wells Landing Unit One, as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of said County, said point being on the Southwesterly right-of-way line of Wells Road as established for a width of 80 feet; thence South 43°27'40" West, 56.82 feet, thence North 46°32'20" West, 26.73 feet, to its intersection with the Southeasterly right-of-way line of Wells Landing Drive as shown on said map of Wells Landing Unit One thence North 43°27'40" East along the said Southeasterly right-of-way line of Wells Landing Drive, 27.0 feet, to a point of a curve to the right, said curve being concave Southerly and having a radius of 30 feet; thence Northeasterly along the said Southeasterly right-of-way line of Wells Landing Drive, along and around said curve, an arc distance of 43.85 feet, to the POINT OF BEGINNING, said arc being subtended by a chord bearing and distance of North 85°20'01" East, 40.05 feet.

Containing 1,331 square feet, more or less. SUBJECT to particular Jacksonville Electric Authority Easement as described and recorded in Official Records Book 663, Page 53, of the public records of said County.

EXHIBIT B

COMMON AREAS

## EXHIBIT "C"

O.P. 689 PAGE 655

A part of Lots 8, 9 and 10, Section 3, Florida Winter Homes, an improvements company's map of Orange Park, as recorded in Plat Book 1, Pages 23, 24 and 25, of the Public Records of Clay County, Florida, more particularly described as follows: BEGIN at the most Southerly corner of Wells Landing Unit One as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of said County; thence South  $01^{\circ}56'29''$  East, 110.0 feet, to the South line of the North 110 feet of said Lot 10, Section 3, Orange Park; thence North  $87^{\circ}53'00''$  East, along the last said line, 1,402.10 feet, to an intersection with the Westerly right-of-way line of Plainfield Avenue; thence North  $12^{\circ}51'50''$  East along said Westerly right-of-way line, 363.33 feet; thence South  $88^{\circ}04'50''$  West, 95.97 feet, to the point of a curve to the right, said curve being concave Northeasterly and having a radius of 912.96 feet; thence Northwesterly along and around said curve, an arc distance of 692.17 feet, to its intersection with the Southerly right-of-way line of Wells Landing Drive as shown on said map of Wells Landing Unit One said arc being subtended by a chord bearing and distance of North  $70^{\circ}11'59''$  West, 675.71 feet, said point being in a curve said curve being concave Northwesterly and having a radius of 527.41 feet; thence along the Southerly line of said Wells Landing Unit One the following eight courses and distances: COURSE NO. 1, thence Southwesterly along and around the aforesaid curve an arc distance of 86.91 feet, said arc being subtended by a chord bearing and distance of South  $58^{\circ}49'22''$  West, 86.81 feet, to the point of a reverse curve to the left, said curve being concave Southeasterly and having a radius of 30 feet; COURSE NO. 2, thence Southwesterly along and around said curve an arc distance of 45.95 feet, said arc being subtended by a chord bearing and distance of South  $19^{\circ}39'24''$  West, 41.59 feet; COURSE NO. 3, thence South  $41^{\circ}17'31''$  West, 53.94 feet; COURSE NO. 4, thence South  $40^{\circ}49'52''$  West, 144.25 feet; COURSE NO. 5, thence North  $49^{\circ}10'08''$  West, 25.0 feet; COURSE NO. 6, thence South  $87^{\circ}53'00''$  West, 180.00 feet; COURSE NO. 7, thence South  $11^{\circ}03'33''$  West, 127.16 feet; COURSE NO. 8, thence South  $61^{\circ}04'09''$  West, 357.32 feet, to the POINT OF BEGINNING.

Containing 12.60 acres more or less.

FILE NO. 82-11547  
 OFFICIAL RECORDS NO. 689  
 PAGE 627 RECORDED

OCT 7 3 08 PM '82

FILED AND INDEXED  
 REC. CLERK  
 CLAY COUNTY, FLORIDA

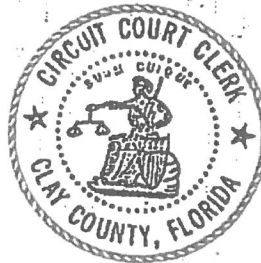


EXHIBIT "C"

UNPLATTED LAND

1702

AMENDMENT AND EXTENSION OF THE  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
WELLS LANDING

EE 732 70

This Amendment and Extension of the Amended and Restated Declaration of Covenants and Restrictions for Wells Landing is made this 10th day of June, 1983 by TRECO, Inc., a Florida corporation, 1325 San Marco Blvd., Jacksonville, Florida 32207 ("Developer").

PRELIMINARY STATEMENT

By Declaration of Covenants and Restrictions for Wells Landing dated July 22, 1982 and recorded in O. R. Book 678, page 471 of the Public Records of Clay County, Florida, as amended and restated by the Amended and Restated Declaration of Covenants and Restrictions for Wells Landing dated October 7, 1982 and recorded in O. R. Book 689, page 630 of the same public records (the "Declaration"), Developer imposed covenants and restrictions on certain property more particularly described in the Declaration for the purpose of establishing a common plan of development for Wells Landing. Article IX, paragraph 9.2 of the Declaration permits Developer to extend the provisions of the Declaration to certain lands described and identified in the Declaration as the "Unplatted Lands" by recording an amendment to the Declaration in the Public Records of Clay County, Florida. Developer intends to extend the Declaration to the Unplatted Lands and has caused the Unplatted Lands to be surveyed and platted as Wells Landing Unit Two according to the plat thereof recorded in Plat Book 17, pages 47 through 50 of the Official Public Records of Clay County, Florida.

NOW THEREFORE, the Developer amends the Declaration as follows:

1. Extension

The Developer hereby restricts the use of the real property more particularly described on Exhibit A hereto, being the same lands identified in the Declaration as the "Unplatted Lands", and declares that said Unplatted Lands shall be held, sold and transferred subject to the easements, restrictions and covenants of the Declaration. The Declaration is hereby amended to add the Unplatted Lands as a portion of the Property as defined in Article I, Paragraph 1.14, and Exhibit A of the Declaration is also amended to include the legal description of the Unplatted Lands described on Exhibit A to this Amendment.

2. Common Areas

The lands described on Exhibit B hereto are hereby declared to be "Common Areas" as defined in Article I, paragraph 1.3 of the Declaration. Exhibit B of the Declaration is amended to include the legal description of lands described on Exhibit B to this Amendment. This Common Area is for the benefit of all Owners of all Lots within the Property.

3. Effect

Developer intends this instrument to have the same force and effect as if it initially had been incorporated into, and constituted a portion of, the Declaration. To effectuate such intent, the provisions of the Declaration are hereby incorporated by reference herein. Developer is imposing the provisions of the Declaration on the Unplatted Lands for the benefit of

THIS INSTRUMENT PREPARED BY:  
AND RETURN TO:  
BERT C. SIMON, Esquire  
GARTNER AND PHILLIPS  
1325 SAN MARCO BOULEVARD  
JACKSONVILLE, FLORIDA 32207

all Owners of Lots within the Property and the Unplatted Lands for the purpose of preserving the value and maintaining the desirability of the Property and the Unplatted Lands. The provisions of the Declaration, as hereby amended, shall run with title to the Property and the Unplatted Lands or any portion thereof, and shall be binding upon all parties having any right, title, or interest therein, or any portion thereof, their respective heirs, personal representatives, successors, and assigns, and shall be enforceable by and inure to the benefit of the Association and each Owner, as such terms are defined in the Declaration. The grantee of any deed conveying the Property or the Unplatted Lands or any portion thereof shall be deemed by the acceptance of such deed to have agreed to observe, comply with, and be bound by the provisions of the Declaration, as amended hereby. Without limitation, each Owner within the Unplatted Lands will have all rights with respect to the Common Areas as are provided by the Declaration.

#### 4. Operation

OF 732 PAGE 71

This instrument will take effect upon its recordation in the Public Records of Clay County, Florida. From and after such date, Developer intends that all references to the Declaration now or thereafter made in any other instruments recorded in the Public Records of Clay County, Florida, or in the Articles of Incorporation, By-Laws, or other corporate documents of the Association, shall refer to the Declaration, as amended by this Amendment unless expressly provided otherwise.

#### 5. Limitation

Except as amended herein, the Declaration has not been otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment and Extension of the Amended and Restated Declaration of Covenants and Restrictions for Wells Landing to be executed by its duly authorized officer the date stated above.

Signature Witnessed by:

TRECO, Inc.

Christine S. Pitts  
Reggie A. Dickson

By:

David A. Bingemann  
Vice President, TRECO, Inc.

"Developer"

STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME, personally appeared DAVID A. BINGEMANN the Vice President of TRECO, Inc., to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 10th day of June, 1983 at county and state aforesaid.

Reggie A. Dickson  
Notary Public, State of Florida  
at Large

My Commission Expires:

-2-

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires May 20, 1987

all Owners of Lots within the Property and the Unplatted Lands for the purpose of preserving the value and maintaining the desirability of the Property and the Unplatted Lands. The provisions of the Declaration, as hereby amended, shall run with title to the Property and the Unplatted Lands or any portion thereof, and shall be binding upon all parties having any right, title, or interest therein, or any portion thereof, their respective heirs, personal representatives, successors, and assigns, and shall be enforceable by and inure to the benefit of the Association and each Owner, as such terms are defined in the Declaration. The grantees of any deed conveying the Property or the Unplatted Lands or any portion thereof shall be deemed by the acceptance of such deed to have agreed to observe, comply with, and be bound by the provisions of the Declaration, as amended hereby. Without limitation, each Owner within the Unplatted Lands will have all rights with respect to the Common Areas as are provided by the Declaration.

#### 4. Operation

§ 1. 732 PAGE 71

This instrument will take effect upon its recordation in the Public Records of Clay County, Florida. From and after such date, Developer intends that all references to the Declaration now or thereafter made in any other instruments recorded in the Public Records of Clay County, Florida, or in the Articles of Incorporation, By-Laws, or other corporate documents of the Association, shall refer to the Declaration, as amended by this Amendment unless expressly provided otherwise.

#### 5. Limitation

Except as amended herein, the Declaration has not been otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment and Extension of the Amended and Restated Declaration of Covenants and Restrictions for Wells Landing to be executed by its duly authorized officer the date stated above.

Signature Witnessed by:

TRECO, Inc.

*Christine S. Pitts*  
*Rogger A. Dickson*

By: *David A. Bingham*  
Vice President  
"Developer"

STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME, personally appeared DAVID A. BINGEMANN  
the Vice President of TRECO, Inc., to  
me well known and known to me to be the individual described in  
and who executed the foregoing instrument, and acknowledged to  
and before me that he executed the same for the purposes there-  
in expressed.

WITNESS my hand and official seal this 10th day of  
June, 1983 at county and state aforesaid.

*Rogger A. Dickson*  
Notary Public, State of Florida  
at Large

My Commission Expires:

-2-

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires May 20, 1987

## Exhibit A

732 72

A part of Lots 8, 9 and 10, Section 3, Florida Winter Homes, an improvements company's map of Orange Park, as recorded in Plat Book 1, Pages 23, 24 and 25, of the Public Records of Clay County, Florida, more particularly described as follows: BEGIN at the most Southerly corner of Wells Landing Unit One as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of said County; thence South  $01^{\circ}56'29''$  East, 110.0 feet, to the South line of the North 110 feet of said Lot 10, Section 3, Orange Park; thence North  $87^{\circ}53'00''$  East, along the last said line, 1,402.10 feet, to an intersection with the Westerly right-of-way line of Plainfield Avenue; thence North  $12^{\circ}51'50''$  East along said Westerly right-of-way line, 363.33 feet; thence South  $88^{\circ}04'50''$  West, 95.97 feet, to the point of a curve to the right, said curve being concave Northeasterly and having a radius of 912.96 feet; thence Northwesterly along and around said curve, an arc distance of 692.17 feet, to its intersection with the Southerly right-of-way line of Wells Landing Drive as shown on said map of Wells Landing Unit One said arc being subtended by a chord bearing and distance of North  $70^{\circ}11'59''$  West, 675.71 feet, said point being in a curve said curve being concave Northwesterly and having a radius of 527.41 feet; thence along the Southerly line of said Wells Landing Unit One the following eight courses and distances: COURSE NO. 1, thence Southwesterly along and around the aforesaid curve an arc distance of 86.91 feet, said arc being subtended by a chord bearing and distance of South  $58^{\circ}49'22''$  West, 86.81 feet, to the point of a reverse curve to the left, said curve being concave Southeasterly and having a radius of 30 feet; COURSE NO. 2, thence Southwesterly along and around said curve an arc distance of 45.95 feet, said arc being subtended by a chord bearing and distance of South  $19^{\circ}39'24''$  West, 41.59 feet; COURSE NO. 3, thence South  $41^{\circ}17'31''$  West, 53.94 feet; COURSE NO. 4, thence South  $40^{\circ}49'52''$  West, 144.25 feet; COURSE NO. 5, thence North  $49^{\circ}10'08''$  West, 25.0 feet; COURSE NO. 6, thence South  $87^{\circ}53'00''$  West, 180.00 feet; COURSE NO. 7, thence South  $11^{\circ}03'33''$  West, 127.16 feet; COURSE NO. 8, thence South  $61^{\circ}04'09''$  West, 357.32 feet, to the POINT OF BEGINNING.

Containing 12.60 acres more or less.

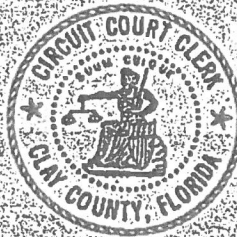
## EXHIBIT B

## COMMON AREAS

732 73

TRACT "A" of Wells Landing, Unit Two, according to the plat thereof as recorded in Plat Book 17, Pages 47 through 50, of the Official Records of Clay County, Florida.

FILE NO. 83-09309  
OFFICIAL RECORDS NO. 73.2  
PAGE 70 REC. FILED  
JUN 20 1 29 PM '83  
FILED AND CLERK  
CLAY COUNTY, FLORIDA  
CLERK CIRCUIT COURT



ARTICLES OF INCORPORATION  
OF  
WELLS LANDING ASSOCIATION, INC.

FILED  
AUG 15 11 40 AM '82  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

A Corporation Not for Profit

The undersigned all residents of the State of Florida and all of full age, hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of the laws of the State of Florida, and do hereby certify:

ARTICLE I

Name

The name of this corporation is WELLS LANDING ASSOCIATION, INC., called the "Association" in these Articles.

ARTICLE II

Office and Registered Agent

This Association's principal office is located at 590 Wells Landing Drive, Orange Park, Florida; David A. Bingemann, who maintains a business office c/o TRECO, Inc. 1325 San Marco Boulevard, Jacksonville, Florida 32207 is hereby appointed the initial registered agent of the Association. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to its members. It is formed to promote the health, safety, and general welfare of the residents within all or any portion of the following described tracts of land in Clay County, Florida, and any additions as hereafter may be brought within this Association's jurisdiction:

All of WELLS Landing Unit One as per the plat thereof recorded in Plat Book 16, pages 76 and 77 of the Public Records of Clay County Florida

This Association's purposes include, without limitation, provision for the maintenance, preservation, and architectural control of the residence Lots and Common Area now or hereafter created within the lands described above by recording in the Public Records of Clay County, Florida, that certain Declaration of Restrictions For Wells Landing as amended from time to time (the "Declaration") and within any additions to such lands as hereafter may be brought within this Association's jurisdiction in the manner provided in the Declaration. Without limitation, this Association is empowered to:

(a) Declaration Powers. Exercise all rights, powers, and privileges, and perform all duties, of the Association from time to time set forth in the Declaration, including the right to enforce all of its provisions of its own name. By this reference the provisions of the Declaration are incorporated herein as if set forth at length.

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs.

(c) Assessments. Fix, levy, collect, and enforce by any lawful procedure all charges or assessments established by, or pursuant to, the Declaration.

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property.

(e) Borrowings. Borrow money and, with the approval of two-thirds (2/3) of each class of members, mortgage, pledge, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(f) Dedications. With the approval of two-thirds (2/3) of each class of members, dedicate, sell, or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as two-thirds (2/3) of each class of members determine.

(g) Reorganizations. With the approval of two-thirds (2/3) of each class of members, participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

(h) Regulations. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, consistent with the rights and duties established by the Declaration.

(i) General. Have and exercise all rights, powers, and privileges that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration, or these Articles, or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

(j) Maintenance. Cause the exteriors of certain residence Lots to be maintained, under the limited circumstances, and in the manner provided in the Declaration.

(k) Services. Contract with others to furnish services or materials, including insurance coverage, building maintenance, termite and pest control, to all or any number of Lots; provided however, (i) only those Lots whose Owners have requested such services shall be assessed for their cost; and (ii) each such Owner's prior written consent if obtained.

#### ARTICLE IV

##### Membership

Every Person who from time to time holds the record fee simple title, or any undivided fee simple interest of Record, to any Lot is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot. Membership may not be transferred except by transfer of Record title to such Lot.

#### ARTICLE V

##### Voting Rights

Section 1. Classification. This Association has two classes of voting membership:

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

CLASS B. The Class B member is Developer who, is entitled to three (3) votes for each Lot owned. The Class B membership will cease and convert automatically to Class A membership on the happening of either of the following events, whichever occurs first: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (ii) five (5) years from the date the Declaration is Recorded. Upon the conversion of Class B membership, all provisions of the Declaration, these Articles, and the By-Laws referring to classes of membership, including voting by classes, will be of no further force and effect.

Section 2. Co-Ownership. If more than one Person owns a record fee simple interest in any Lot, all such Persons are members, although there is only one vote for such Lot. The vote may be exercised as the Owners determine among themselves, but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the authorized voting co-owner with the Secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

## ARTICLE VI

### Board of Directors

Section 1. Number and Term. This Association's affairs are managed by a Board of Directors initially composed of three Directors, who need not be Association members. The number of Directors from time to time may be changed from a minimum of three to a maximum of nine, but at all times it must be an odd number. The term of office for all Directors is one year, and any Director may succeed himself in office.

Section 2. Election. All Directors are elected by secret written ballot at the annual meeting. Each member entitled to vote may cast as many votes for each vacancy as such member has under the provisions of Article V of these Articles; and the person receiving the largest number of votes cast by the Class A and

Class B members for each vacancy is elected. Cumulative voting is not permitted.

Section 3. Initial Directors. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, are removed, or are incapacitated or otherwise unable to serve, are:

<u>Name</u>	<u>Address</u>
David A. Bingemann	1325 San Marco Blvd. Jacksonville, FL 32207
J. Eric Schuhle	1325 San Marco Blvd. Jacksonville, FL 32207
M. Susan Gawron	1325 San Marco Blvd. Jacksonville, FL 32207

#### ARTICLE VII

##### Officers

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Names</u>	<u>Office</u>
David A. Bingemann	President
J. Eric Schuhle	Vice President
Peggy Ann Dickson	Secretary/Treasurer

#### ARTICLE IX

##### Duration

This Association exists perpetually.

## ARTICLE X

### By-Laws

This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-laws may be altered, amended, or rescinded by a majority vote of a quorum of both classes of members present at any regular or special meeting duly called and convened, except that certain other approvals may be required, as provided in Article XII, below and except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

## ARTICLE XI

### Amendments

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, except that each such amendment must have the approval of two-thirds (2/3) of each class of members, plus such approvals, if any, as may be required by Article XII, below.

## ARTICLE XII

### Other Approvals

As provided in Article XI, paragraph 11.5, of the Declaration, the approval of the Developer and the holders of seventy-five percent (75%) of the First Mortgages from time to time encumbering the Lots is required for all of the following: (i) alienation or encumbering of all or any portion of the Common Area except as permitted in the Declaration; and (ii) amendment of these Articles of Incorporation that directly affect in an adverse manner the rights of such First Mortgage holders; and (iii) the merger, consolidation, or dissolution of this Association.

## ARTICLE XIII

### Voting Requirements

Section 1. Percentage Requirements. Unless the context expressly requires only the approval of those members present and voting, any provision of these Articles, the Declaration, or the By-Laws that expressly requires the approval of a specified percentage of either or both classes of membership shall be deemed to require the approval of the requisite percentage of the total

votes eligible to be cast by the applicable class or classes of membership. In the absence of an express voting requirement, the majority vote of those members present and voting at a meeting duly called and convened is sufficient.

Section 2. Two-Thirds of Class. Any of the following constitute Extraordinary Action that must be approved by two-thirds (2/3) of each class of members: (i) any mortgaging of this Association's property as provided in Article III(e) of these Articles; (ii) any merger or consolidation of this Association as provided in Article III(g) of these Articles; (iii) any dissolution of this Association; and (iv) amendment of these Articles of Incorporation as provided in Article XI.

Section 3. Two-Thirds of Those Present. Any of the following constitute Extraordinary Action that requires the approval of two-thirds (2/3) of each class of those members present and voting; (i) capital improvements to the Common Area, as provided in the Declaration; (ii) any special assessment for capital improvements to the Common Area, as provided in the Declaration; and (iii) any extension of the Declaration to any lands other than the Unplatted Lands, as provided in the Declaration, or the purchase of additional lands to be owed by the Association for the benefit of Owners.

Section 4. Notice and Quorum Requirements. As provided in the Declaration, written notice of any meeting at which any Extraordinary Action enumerated in this Article will be taken must be given to all Owners not less than 30 days, nor more than 60 days, in advance of such meeting. Notice of all other meetings must be given at least 15 days in advance to each member. The presence of members or proxies entitled to cast at least one-half (1/2) of the votes of each class of membership constitutes a quorum, if such action must be approved by both classes of membership, or of the Class A members, if such action must be approved by the Class A members only. If the required quorum is not forthcoming, the members present shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented.

Section 5. Written Action. Any action that may be taken at any membership meeting, including any Extraordinary Action enumerated in this Article, may be taken without a meeting, without prior notice, and without a vote if: (i) written consent, setting forth the action so taken, is signed by those Owners entitled to exercise not less than the minimum number of votes necessary to authorize or take such action at a meeting; and (ii) within 10 days after obtaining such written consent, notice thereof is given to those members who have not so consented in writing.

Section 6. Certification. An instrument signed by any executive officer of this Association, and attested by this Association's Secretary under this Association's seal, is conclusive that any required approval has been obtained in the manner provided in these Articles as to Persons without actual knowledge to the contrary.

#### ARTICLE XIV

##### FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, merges and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

#### ARTICLE XV

##### Interpretation

Express reference is made to the terms and provisions of the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles, and the rules of interpretation set forth in the Declaration apply to the interpretation, construction, application, and enforcement of these Articles. By subscribing and filing these Articles, the incorporators intend their provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, applied, and enforced with those of the Declaration to avoid inconsistencies or conflicting results.

#### ARTICLE XVI

##### Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

David A. Bingemann  
10th Street #25  
Atlantic Beach, FL 32233

Alex J. Ricks  
3946 St. Johns Avenue  
Jacksonville, FL 32205

J. Eric Schuhle  
2993 Shoreward Avenue  
Orange Park, FL 32073

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 17th day of August, 1982.

David A. Bingemann  
David A. Bingemann  
J. Eric Schuhle  
J. Eric Schuhle  
Alex J. Ricks  
Alex J. Ricks

BEFORE ME, the undersigned authority, this day personally appeared David A. Bingemann, to me well known to be the person described in, and who signed the foregoing Articles of Incorporation of WELLS LANDING ASSOCIATION, INC., and who acknowledged to me that he executed and subscribed such Articles for the purposes set forth therein.

WITNESS my hand and official seal this 17th day of August, 1982.

Lee J. Yeard  
Notary Public  
My commission expires: 1/1/83

STATE OF Florida  
COUNTY OF Duval

Notary Public, State of Florida at Large  
My commission expires Apr. 3, 1983

BEFORE ME, the undersigned authority, this day personally appeared J. Eric Schuhle, to me well known to be the person described in, and who signed the foregoing Articles of Incorporation of WELLS LANDING ASSOCIATION, INC., and who acknowledged to me that he executed and subscribed such Articles for the purposes set forth therein.

WITNESS my hand and official seal this 17th day of August, 1982.

Lee J. Yeard  
Notary Public  
My commission expires: 1/1/83

Notary Public, State of Florida at Large  
My commission expires Apr. 3, 1983

STATE OF Florida  
COUNTY OF Duval

BEFORE ME, the undersigned authority, this day personally appeared ARK J. Ricks, to me well known to be the person described in, and who signed the foregoing Articles of Incorporation of WELLS LANDING ASSOCIATION, INC., and who acknowledged to me that he executed and subscribed such Articles for the purposes set forth therein.

WITNESS my hand and official seal this 17<sup>th</sup> day of August, 1982.

Rae J. Hall  
Notary Public

My commission expires:

My commission expires Apr. 3, 1983

FILED

AUG 10 1982  
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED DATE

WELLS LANDING ASSOCIATION, INC., desiring to organize under the laws of the State of Florida as a corporation not for profit with its principal place of business in the Town of Orange Park, Florida has named David A. Bingemann, whose business office is c/o TRECO, Inc., 1325 San Marco Boulevard, Jacksonville, Florida as its registered agent to accept service of process within this state, all in accordance with Section 607.034, Florida Statutes.

A C C E P T A N C E

Having been named to accept service of process for the foregoing corporation, at the place designated in this certificate, I hereby agree to act in such capacity and agree to comply with the provisions of the laws of the State of Florida relative to maintaining such registered office.

DATED this 17th day of August, 1982.

David A. Bingemann  
David A. Bingemann

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles  
of Incorporation of WELLS LANDING ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida,  
filed on August 19, 1982.

The charter number for this corporation is 764631.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
19th day of August, 1982.



George Firestone  
Secretary of State

✓  
WELLS LANDING ASSOCIATION, INC.  
POST OFFICE BOX 2604  
ORANGE PARK, FLORIDA, 32067-2604

Book: 1686  
Page: 1185  
Rec: 01/15/98  
08:56 A.M.  
File# 9801759  
John Keene  
Clerk Of Courts  
Clay County, FL  
FEE: \$28.50

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
WELLS LANDING ASSOCIATION, INC.

A Corporation Not for Profit



The undersigned, all residents of the State of Florida and all of full age, hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of the laws of the State of Florida, and do hereby certify:

ARTICLE I  
Name

The name of this corporation is WELLS LANDING ASSOCIATION, INC., called the "Association" in these Articles.

ARTICLE II  
Office and Registered Agent

This Association's principal office was initially located at 590 Wells Landing Drive, Orange Park, Florida; David A. Bingemann, who maintained a business office c/o TRECO, Inc. 1325 San Marco Boulevard, Jacksonville, Florida 32207 was thereby appointed the initial registered agent of the Association. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law, and has been done. The current correct mailing address for this Association is: Wells Landing Association, Inc., Post Office Box 2604, Orange Park, Florida 32067-2604, where official correspondence may be directed to the President and/or other Officers on the Board of Directors.

ARTICLE III  
Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to its members. It is formed to promote the health, safety, and general welfare of the residents within all or any portion of the following described tracts of land in Clay County, Florida, and any additions as hereafter may be brought within this Association's jurisdiction:

All of WELLS Landing Unit One as per the plat thereof recorded in Plat Book 16, pages 76 and 77 of the Public Records of Clay County, Florida, and all of those lands described as the Unplatted Lands as per the plat thereof recorded in Plat Book 17, pages 47 through 50, of the Official Public Records of Clay County, Florida.

This Association's purposes include, without limitation, provision for the maintenance, preservation, and architectural control of the residence Units and Lots and Common Area now or hereafter created with the lands described above by recording in the Public Records of Clay County, Florida, that certain Declaration of Restrictions For Wells Landing as amended from time to time (the "Declaration") and within any additions to such lands as hereafter may be brought within this Association's jurisdiction in the manner provided in the Declaration. Without limitation, this Association is empowered to:

(a) Declaration Powers. Exercise all rights, powers, and privileges, and perform all duties, of the Association from time to time set forth in the Declaration, including the right to enforce all of its provisions of its own name. By this reference the provisions of the Declaration are incorporated herein as if set forth at length. ...

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs.

(c) Assessments. Fix, levy, collect, and enforce by any lawful procedure all charges or assessments established by, or pursuant to, the Declaration.

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property.

(e) Borrowings. Borrow money and, with the approval of three-fourths (3/4) of members, mortgage, pledge, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(f) Dedications. With the approval of three-fourths (3/4) of members, dedicate, sell, or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as three-fourths (3/4) of members determine.

(g) Reorganizations. With the approval of three-fourths (3/4) of members, participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

(h) Regulations. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, consistent with the rights and duties established by the Declaration.

(i) General. Have and exercise all rights, powers, and privileges that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration, or these Articles, or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

(j) Maintenance. Cause the exteriors of certain residence Lots to be maintained, under the limited circumstances, and in the manner provided in the Declaration.

(k) Services. Contract with others to furnish services or materials, including insurance coverage, building maintenance, termite and pest control, to all or any number of Lots.

#### ARTICLE IV Membership

Every Person who from time to time holds the record fee simple title, or any undivided fee simple interest of Record, to any Lot, is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot. Membership may not be transferred except by transfer of Record title to such Lot.

#### ARTICLE V Voting Rights

Section 1. Classification. This Association has one class of voting membership:

Owners. Owners are entitled to one vote for each Lot owned.

Section 2. Co-Ownership. If more than one Person owns a record fee simple interest in any Lot, all such Persons are members, although there is only one vote for such Lot. The vote may be exercised as the Owners determine among themselves, but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the authorized voting co-owner with the Secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

#### ARTICLE VI Board of Directors

Section 1. Number and Term. This Association's affairs are managed by a Board of Directors. Directors need not be Association members if agreed, and elected by the members. The number of Directors from time to time may be changed from a minimum of three to a maximum of nine, but at all times it must be an odd number. The term of office for all Directors is one year, and any Director may succeed himself in office.

Section 2. Election. All Directors are elected by voice vote to accept the slate provided by the Nominating Committee, or, if not accepted, by secret written ballot at the annual meeting. Each owner entitled to vote may cast as many votes for each vacancy as such owner has under the provisions of Article V of these Articles; and the person receiving the largest number of votes cast by owners for each vacancy is elected. Cumulative voting is not permitted.

Section 3. Initial Directors. The names and addresses of the persons who served as Directors were:

<u>Name</u>	<u>Address</u>
David A. Blingemann	1325 San Marco Blvd. Jacksonville, FL 32207
J. Eric Schuhle	1325 San Marco Blvd. Jacksonville, FL 32207
M. Susan Gawron	1325 San Marco Blvd. Jacksonville, FL 32207

Names and Addresses of currently serving Directors and Officers of the Association may be obtained by contacting the Association at the address shown in Article II, above.

#### ARTICLE VII Officers

The affairs of the Association shall be administered by the Officers designated by the By-Laws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are available from the Association at the address provided in Article II above.

#### ARTICLE VIII Duration

This Association exists perpetually.

#### ARTICLE IX By-Laws

This Association's By-Laws initially were adopted by the Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded by a majority vote of a quorum of owners present at any regular or special meeting duly called and convened, except that certain other approvals may be required, as provided in Article XII, below.

#### ARTICLE X Amendments

Amendments to these Articles may be proposed and adopted in the manner time to time provided by the laws of the State of Florida, except that each such amendment must have the approval of two-thirds (2/3) of owners, plus such approvals, if any, as may be required by Article XI, below.

#### ARTICLE XI Other Approvals

As provided in Article X, paragraph 10.5, of the Declaration, the approval of the holders of seventy-five percent (75%) of the First Mortgages from time to time encumbering the Lots is required for all of the following: (i) alienation or encumbering of all or any portion of the Common Area except as permitted in the Declaration; and (ii) amendment of these Articles of Incorporation that directly affect in an adverse manner the rights of such First Mortgage holders; and (iii) the merger, consolidation, or dissolution of this Association.

#### ARTICLE XII Voting Requirements

Section 1. Percentage Requirements. Unless the context expressly requires only the approval of those owners present and voting, any provision of these Articles, the Declaration, or the By-Laws that expressly requires the approval of a specified percentage of membership shall be deemed to require the approval of the requisite percentage of the total votes eligible to be cast by the membership. In the absence of an express voting requirement, the majority vote of those owners present and voting at a meeting duly called and convened is sufficient.

Section 2. Two-Thirds of Owners. Any of the following constitute Extraordinary Action that must be approved by three-fourths (3/4) of owners: (i) any mortgaging of this Association's property as provided in Article III(e) of these Articles; (ii) any merger or consolidation of this Association as provided in Article III(g) of these Articles; (iii) any dissolution of this Association; and (iv) amendment of these Articles of Incorporation as provided in Article XI.

Section 3. Two-Thirds of Those Present. Any of the following constitute Extraordinary Action that requires the approval of two-thirds (2/3) of those owners present and voting: (i) capital improvements to the Common Area, as provided in the Declaration; (ii) any special assessment for capital improvements to the Common Area, as provided in the Declaration; and (iii) any extension of the Declaration to any lands other than the Unplatted Lands, as provided in the Declaration, or the purchase of additional lands to be owned by the Association for the benefit of Owners.

Section 4. Notice and Quorum Requirements. As provided in the Declaration, written notice of any meeting at which any Extraordinary Action enumerated in this Article will be taken must be given to all Owners not less than 30 days, nor more than 60 days, in advance of such meeting. Notice of all other meetings must be given at least 15 days in advance to each owner. The presence of owners or proxies entitled to cast at least one-half (1/2) of the votes of membership constitutes a quorum. If the required quorum is not forthcoming, the owners present shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented.

Section 5. Written Action. Any action that may be taken at any membership meeting, including any Extraordinary Action enumerated in this Article, may be taken without a meeting, without prior notice, and without a vote if: (i) written consent, setting forth the action so taken, is signed by those Owners entitled to exercise not less than the minimum number of votes necessary to authorize or take such action at a meeting; and (ii) within 10 days after obtaining such written consent, notice thereof is given to those members who have not so consented in writing.

Section 6. Certification. An instrument signed by any executive officer of this Association, and attested by this Association's Secretary under this Association's seal, is conclusive that any required approval has been obtained in the manner provided in these Articles as to Persons without actual knowledge to the contrary.

#### ARTICLE XIII Interpretation

Express reference is made to the terms and provisions of the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles, and the rules of interpretation set forth in the Declaration apply to the interpretation set forth in the Declaration apply to the interpretation, construction, application, and enforcement of these Articles. By subscribing and filing these Articles, the incorporators intend their provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, applied, and enforced with those of the Declaration to avoid inconsistencies or conflicting results.

**ARTICLE XIV**  
**Subscribers**

The name and addresses of the original subscribers to these Articles of Incorporation were as follows:

David A. Bingemann

10th Street #25

Atlantic Beach, FL 32233

J. Eric Schuble 2993 Shoreward Avenue

Orange Park, FL 32073

Alex J. Ricks

3946 St. Johns Avenue

Jacksonville, FL 32205

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 17th day of August, 1982.

Signatures and witnesses and notary follows.....

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

WELLS LANDING ASSOCIATION, INC., desiring to organize under the laws of the State of Florida as a corporation not for profit with its principal place of business in the Town of Orange Park, Florida has named David A. Bingemann, whose business office is c/o TRECO, Inc., 1325 San Marco Boulevard, Jacksonville, Florida as its registered agent to accept service of process with this state, all in accordance with Section 607.034, Florida Statutes.

**ACCEPTANCE**

Having been named to accept service of process for the foregoing corporation, at the place designated in this certificate, I hereby agree to act in such capacity and agree to comply with the provisions of the laws of the State of Florida relative to maintaining such registered office.

DATED this 17th day of August, 1982.

/s/ David A. Bingemann

AMENDED AND RESTATED THIS 21 DAY OF November, 1997.

*F. C. Robert Hollmann*

F. C. Robert Hollmann,

President

11/13/98  
Date

*John Nichols*

John Nichols  
Secretary/Treasurer

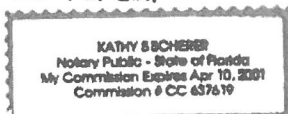
1-13-98  
Date

*Josephine M. Candella*

Josephine M. Candella  
Recording Secretary

11/13/98  
Date

STATE OF FLORIDA  
COUNTY of CLAY



*Kathy S. Scherer*  
Notary

1-13-98

14  
6450

FURTHER EXTENSION  
AND RESTATEMENT  
OF THE  
ARTICLES OF INCORPORATION,

AND,  
THE  
BY-LAWS  
OF

WELLS LANDING ASSOCIATION, INC.

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The Undersigned, all residents of Florida, all of legal age, and currently serving as Officers of the Board of Directors, Wells Landing Association, Inc.; a not for profit corporation within the laws of the State of Florida, do hereby make the following Declaration with regard to the Wells Landing Association, Inc, and its aforementioned documents of legal standing:

Fifteen (15) years have passed since the initial Declaration of Covenants and Restrictions for Wells Landing, Inc., were recorded in the Public Record of Clay County, Florida. This passage of time has witnessed many changes. Among them, the Dissolution, through bankruptcy proceedings, of TRECO, Inc., the Developer of Wells Landing, but not before all Lots and Units situated thereon had been sold. At that time, in accordance with the original and amended Declarations, there was no longer a Class B membership.

In the interest of making subject documents easier to read, and understand, to the current and future Owner and resident, and without intent or purpose to alter or otherwise change any Covenant and Restriction regarding the Units and Lots of Wells Landing, and its Common Areas, as stated and recorded, the membership wishes to put into the record the appended and updated versions.

Nothing, other than removal of outdated, non-existing entities or Persons, has been changed. The purpose for which Wells Landing was developed remains as stated in the Declaration(s) and all definitions, meanings, interpretations, powers, and uses continue. The single purpose of this filing is to bring the "legal documents" to the present time, while retaining the complete and accurate history and legal standing of the Association's origin.

The required two-thirds (2/3) of the members, as stated in the Declaration(s) have approved the submission of the attached documents for the Public Record in Clay County, Florida.

Signatures of Wells Landing Association, Inc. Officers:

F. C. Robert Hellmann 4-28-98  
F. C. Robert Hellmann,  
President

John Nichols 4-28-98  
John Nichols,  
Secretary/Treasurer

Josephine M. Candella 4-28-98  
Josephine M. Candella,  
Recording Secretary

Re: Wells Landing  
P.O. Box 2604  
O.P. 32067-2604

**AMENDED AND RESTATED  
BY-LAWS  
OF  
WELLS LANDING ASSOCIATION, INC.**

**Adopted  
by  
Directors and Members  
November 20, 1997**

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BY-LAWS  
OF  
WELLS LANDING ASSOCIATION

ARTICLE I  
General

Section 1. Definitions and Operation. These are the Amended and Restated By-Laws of the Wells Landing Association, Inc. (the "Association"), a Florida not for profit corporation, having its business office at Post Office Box 2604, Orange Park, Florida 32067-2604. Express reference is made to the "Declaration of Covenants and Restrictions for Wells Landing" and the Amendment and Extension of the Amended and Restated "Declaration of Covenants and Restrictions for Wells Landing (the "Declaration") where necessary to interpret, construe, and apply the provisions of these By-Laws. Without limitation:

(a) Definitions. All terms defined in the Declaration have the same meaning when used in these By-Laws.

(b) Consistency. By adopting these By-Laws, this Association's Directors intend them to be consistent with the provisions of this Association's Articles of Incorporation (the "Articles") and with those of the Declaration.

(c) Conflict. These By-Laws are to be interpreted, construed, applied, and enforced with the Articles and the Declaration to avoid inconsistencies or conflicting results; but, if such conflict necessarily results, the provisions of the Articles or the Declaration control anything to the contrary in these By-Laws.

Section 2. Membership and Voting Rights. Membership and voting rights in this Association are set forth in Articles IV and V of the Articles, except that there are no longer any Class B memberships and the Developer no longer holds nor owns Lots or Units within Wells Landing. Information contained in the "Declarations" regarding the variances between Class A and Class B members, and the Developer, is void and no longer applicable.

Section 3. Seal. This Association has a seal in circular form having within its circumference the words "Wells Landing Association, Inc." and "Corporation Not for Profit". The Association seal is in the custody of the Secretary/Treasurer.

Section 4. Fiscal Year. This Association's fiscal year begins on the first day of January each calendar year.

Section 5. No Vested Rights. No member of this Association has any vested right, interest, or privilege of, in or to the assets, functions, affairs, or franchises of this Association, nor any right, interest, or privilege that is transferable or inheritable except as an incident to the transfer of title to such member's Lot.

Section 6. Amendment. These By-Laws may be altered, amended, or rescinded in the manner set forth in Article X of the Articles of Incorporation.

Section 7. Extraordinary Action. As used in these By-Laws, the term "Extraordinary Action" means any of those matters enumerated as such in Article XIII, Section 3., of the Articles.

ARTICLE II  
Member's Meetings

Section 1. Annual Meetings. The annual meeting of this Association is held each year during the month of November, on such date and at such time and place as the Board of Directors determines.

Section 2. Special Meetings. Special Membership meetings may be called at any time by: (i) the President or the Board of Directors; or (ii) upon the written request of the members in good standing who are entitled to cast one-fourth (1/4) of the vote of the Class A membership.

Section 3. Notice. Written notice of each membership meeting shall be given by or at the direction of the Secretary. All notices must specify the place, day, and hour of the meeting and in the case of special meetings, its purpose. Meetings may be held at such places within Clay County, Florida, as may be designated by the Board of Directors.

Section 4. Manner of Notice. Notice of any meeting at which any Extraordinary Action will be considered must be given to each member not less than 30 days, nor more than 60 days, in advance. Notice of all other meetings must be given at least 15 days in advance to each member. All notices may be given by personal delivery or by mailing a copy, postage prepaid, addressed to the member's address last appearing on the Association's books.

Section 5. Special Notice. Any notice to non-members required by the Declaration may be given by mail. Mailing or delivery of notice to any co-owner is effective upon all co-owners of such Lot, unless any co-owner has requested the Association in writing to give notice to such co-owner and furnished the Association with the address to which such notice may be given by mail.

Section 6. Proof of Notice. An affidavit by the person or persons actually giving notice of any meeting, and attested by the Secretary under this Association's seal, is conclusive as to the regularity of any notice with respect to any person without actual knowledge of any defect in notice.

Section 7. Waiver of Notice. Notice of any meeting may be waived in writing at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special meeting need be specified in any written waiver. A member's attendance at any meeting constitutes a waiver of all defects in notice unless such member expressly objects at the beginning of such meeting to the transaction of any business because the meeting is not regularly called.

Section 8. Quorum. The presence at a meeting of members in person or by proxy, entitled to cast one-half (1/2) of the votes of the membership constitutes a quorum for all purposes. Once established, a quorum is effective for all purposes notwithstanding the subsequent withdrawal of members. If the required quorum is not present at any meeting duly called, a majority of the members present have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the required quorum is present.

Section 9. Adjournment. If a meeting is otherwise duly called and convened, with the requisite quorum present, is adjourned to another time or place, notice of the adjourned meeting is not required if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken; and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting without additional notice and without reconstructing a quorum.

Section 10. Record Date. Any notice of any meeting of the membership must be given to each member as shown upon the Association's books on the date such notice is given. Only those members shown as members in good standing upon the Association's books on the eleventh calendar day preceding a meeting are entitled to vote at such meeting.

Section 11. Proxies. Any member may vote in person or by proxy at any meeting. All proxies are revocable and terminate automatically upon conveyance of title to such member's Lot. All proxies must be in writing, signed by the member, and expire at the end of 11 months unless otherwise expressly provided. A proxy is not revoked by incompetence or death until the Association receives written notice thereof. No person shall be entitled to vote for more than five (5) proxies at a meeting. A member represented by a valid proxy at any meeting is "present" for all purposes.

Section 12. Membership List. A complete list of the members entitled to vote at all meetings, and their respective addresses, must be kept on file at the Association's office, open to inspection by any member. Such list also must be produced and kept open at the time and place of the meeting for inspection by any member at any time during the meeting.

Section 13. Voting Requirements. Every act and decision done or made by a majority of the members present at a meeting duly called at which a quorum is present is the act of the membership, except for any Extraordinary Action, as to which the voting requirements of the applicable provisions of the Articles or Declaration govern.

Section 14. Joinder in Meeting of Minutes. Members may join in the action of a meeting or any portion thereof by signing and concurring in the minutes or a selected portion thereof. Such joinder shall constitute the vote of the members for the purpose of approval or disapproval of any matter and the presence of such member for the purpose of establishing a quorum.

### ARTICLE III Board of Directors

Section 1. Number and Composition. Except as expressly provided otherwise, all powers of this Association are exercised by or under the authority of, and the business and affairs of this Association are managed under the direction of a Board of Directors consisting of at least three, but not more than nine, members, provided there shall not be an even number of Directors. Each Director continues in office until a successor has been elected and qualified, unless such Director sooner dies, resigns, is removed, or is incapacitated or otherwise unable to serve. Directors need not be Association members if so elected by the members.

Section 2. Standard of Care. Each Director must perform all duties as a Director, including duties as a committee member, (i) in good faith, and (ii) in a manner such Director reasonably believes is in the best interests of this Association, and (iii) with such care as an ordinary prudent person in a similar position would exercise under similar circumstances.

Section 3. Reliance. A Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by any of the following, unless such Director has actual knowledge that reliance is unjustified:

(a) Officers. One or more officers, employees, or managers of this Association whom the Director reasonably believes are reliable and competent in the matters presented.

(b) Professionals. Legal counsel, public accountants, or other professionals as to matters that the Director reasonably believes are within such person's professional or expert competence.

(c) Committees. An Association committee upon which such Director does not serve, duly constituted pursuant to the Declaration, the Articles, or these By-Laws, as to matters within its designated authority, which committee the Director reasonably believes merits confidence.

Section 4. Compensation. Any Director may be reimbursed by the Board for actual expenses incurred in the performance of such Director's duties; but no Director may be paid any compensation by this Association as a Director.

Section 5. Nomination. Nomination for election to the Board of Directors may be made from among the members or non-members by the Nominating Committee or from the floor at the annual meeting of the members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among members.

Section 6. Election. Election to the Board of Directors may be accomplished by approval of the slate of nominated Directors as presented by the Nominating Committee by 'voice' vote of a quorum, or by written ballot. If written ballot is used it must be by secret written ballot. Each member entitled to vote for the election of Directors may cast as many votes for each vacancy as such member has under the provisions of the Declaration. The person receiving the largest number of votes for each vacancy is elected. Cumulative voting is not permitted.

Section 7. Term of Office. The term of office for all Directors is one year, and any Director may succeed himself in office.

Section 8. Removal. Any Director, or the entire Board of Directors, may be removed with or without cause at any meeting called for expressly such purpose by a majority of the members entitled to vote for the election of Directors.

Section 9. Vacancies. If a Director dies, resigns, is removed, or is incapacitated or otherwise unable to serve, the remaining Directors, even if less than a quorum, may fill such vacancy by majority vote. Any appointed Director serves only the unexpired term of his predecessor, unless such appointee sooner dies, resigns, is removed, or is incapacitated or otherwise unable to serve.

#### ARTICLE IV Directors' Meetings

Section 1. Regular Meetings. The Board of Directors shall meet annually during the month of November at such place and time as is fixed by Board resolution. Regularly scheduled meetings shall not be held on a legal holiday.

Section 2. Special Meetings. Special meetings must be held when called by the President, or by any two Directors, after not less than three days prior notice to each Director. Notice may be waived in writing at any time before, at, or after the meeting; and neither the business transacted at, nor the purpose of, such meeting need be specified in any written waiver.

Section 3. Quorum. Except where the provisions of the Declaration expressly require action by two-thirds (2/3) of the members of the Board of Directors, a majority of the Directors constitute a quorum for all purposes; and every act and decision done or made by a majority of the Directors present at a meeting duly called at which a quorum is present constitutes the action of the Board. Where any provision of the Declaration expressly requires approval by two-thirds (2/3) or more of the Directors, the stated percentage constitutes the quorum for such action. Once established, a quorum is effective for all purposes, notwithstanding the subsequent withdrawal of one or more Directors.

Section 4. Conflict of Interest. No contract or other transaction between this Association and one or more of its Directors, or any entity in which one or more of this Association's Directors, are directors, officers, or financially interested, is void or voidable because of such relationship or interest if:

(a) Board Disclosure. Such relationship or interest is disclosed or known to the Board of Directors that authorizes, approves, or ratifies the contract or transaction by a vote or written consent sufficient for such purpose without counting the votes or consents of the interested Directors, or

(b) Membership. Such relationship or interest is disclosed or known to the members entitled to vote and they authorize, approve, or ratify such contract or transaction by the requisite vote or written consent; or

(c) Fairness. Such contract or transaction is fair and reasonable to the Association at the time it is authorized by the Board, or the members. Common or interested Directors may be present at the meeting of the Board or membership that authorizes, approves, or ratifies such contract or transaction and may be counted in determining the presence of a quorum at such meeting without rendering the contract or transaction void or voidable.

Section 5. Adjournment. A majority of the Directors present at any meeting duly called, regardless of whether a quorum exists, may adjourn such meeting to another time and place, but notice of such adjourned meeting must be given to the Directors not present at the time of adjournment.

Section 6. Presence. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless such Director (i) votes against such action; or (ii) abstains from voting because of an asserted conflict of interest. A director's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place and time of such meeting, or the manner in which it has been called or convened, unless such Director at the beginning of such meeting objects to the transacting of business because the meeting is improperly called or convened.

Section 7. Informal Action. Any Board action that is required or permitted to be taken at a meeting may be taken without a meeting if a written consent to such action is signed by all Directors and filed in the minutes of the Board's proceedings. Directors are deemed present at any meeting for all purposes if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other.

## ARTICLE V Powers of Board of Directors

Section 1. General. The Board has the power to exercise for and on behalf of this Association all powers, duties, and privileges vested in, or delegated to, this Association and not reserved to its membership by any provision of these By-Laws, the Articles, or the Declaration. Without limitation, the Board may employ all managers, independent contractors, professional advisors, and employees and agents as the Board deems advisable, prescribe their duties, and fix their compensation, if any.

Section 2. Rules and Regulations. The Board has the power from time to time to adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of all or any portion of the Property and this Association's activities, or either, so long as such rules and regulations are consistent with the rights and duties established by the Articles and the Declaration.

Section 3. Enforcement. For violation of any of its rules or regulations, the Board may: (i) suspend any member's rights to use any recreational facility owned or controlled by this Association for a period not exceeding 60 days; or (ii) require any member to make restitution to this Association for any loss resulting from any violation; or (iii) impose reasonable fines; or (iv) any combination of the foregoing.

Section 4. Enforcement Procedure. By appropriate resolution establishing reasonable guidelines for uniform policy, procedure, and application, the Board may designate one of its members, or an officer of this Association, to determine violations of this Association's rules and regulation and recommend to the Board what sanctions, if any, should be imposed by the Board for each such violation, subject to review by a quorum of the Board at the request of the member affected. Such procedure at all times must afford the affected member reasonable prior notice and opportunity to be heard in an impartial manner.

Section 5. Suspension of Membership Rights. The Board is authorized, without prior notice, to suspend any member's voting rights and right to use any recreational facilities owned or controlled by this Association, or either, during any period in which such member is more than 30 days in default in payment of any assessment levied by this Association.

Section 6. Special Assessments. The Board has the power to determine what, if any, assessments are to be levied pursuant to the Declaration.

Section 7. Indemnification. The Board has the power to provide indemnification for this Association's officers, directors, employees (including volunteer employees), agents, and members to the extent and in the manner from time to time permitted by the laws of the State of Florida, except that the Board cannot provide such indemnification for criminal, intentional, or willful misconduct. Except to the extent such determination is reserved to the membership by the laws of the State of Florida, the Board's determination to provide or refuse indemnification is conclusive.

Section 8. Vacancies. The Board has the power to declare the office of any Director vacant if such Director is absent from two consecutive regular Board meetings without justification or excuse.

**ARTICLE VI**  
**Duties of the Board of Directors**

**Section 1. General.** The Board shall keep a complete record of all its acts and corporate affairs and shall make a statement thereof available for inspection by members at the annual meeting of members, or at special meetings when such statement is requested. The Board supervises all of this Association's officers, agents, employees (including volunteer employees), committees, and contractors and sees that their respective duties are properly performed. The Board otherwise manages the affairs of this Association as provided in these By-Laws, the Articles, and the Declaration.

**Section 2. Assessments.** As more fully provided in the Declaration, the Board fixes the amount of the Annual Assessment against each Lot, and notifies each Owner in writing, at least 30 days in advance of each Annual Assessment period; provided, however, neither the failure to so fix any Annual Assessment, nor to provide any Owner with such written notice, invalidates any Annual Assessment. If the Board fails to fix an Annual Assessment, the assessment for the immediately preceding fiscal year continues automatically. The Board enforces collection of all assessment owed this Association that remain unpaid for a period of 30 days by filing liens, foreclosure of same, suit, or other such lawful procedure as the Board deems advisable, in addition to imposing the sanctions provided by these By-Laws.

**Section 3. Maintenance.** The Board causes the Common Area to be maintained in the manner, and to the extent, required by the Declaration.

**Section 4. Estoppel Certificates.** Upon request by any interested Person, the Board causes an appropriate Association officer to issue a certificate as to the status of assessments with respect to any Lot. Such certificates bind this Association as of the date of issuance when properly executed by an appropriate officer. The Board may make a reasonable, uniform charge for issuing such certificates.

**Section 5. Financial.** With the assistance of this Association's Treasurer, the Board prepares an annual budget and financial statements for presentation to the membership at each annual meeting and causes an audit of this Association's financial statements to be made by an independent accountant whenever requested by a majority of members present at a duly called meeting of members. The Board also must present a current statement of income and expense when requested in writing by a member.

**Section 6. Reserves.** Within the limits of available funds, and to the extent deemed prudent by the Board, this Association's budget may, and should, provide adequate reserves for the maintenance, repair, servicing, replacement, and renewal of property this Association is required to maintain. Such reserves need not be maintained, however, if the Board determines that such reserves are not necessary due to the extent and condition of the Association's property.

**Section 7. Insurance.** The Board must procure and maintain in force and effect at all times adequate public liability and fire and extended coverage casualty insurance with respect to all property from time to time owned by this Association. The Board also must cause all persons or entities employed, authorized, or contracted with to collect, disburse, and manage its Association's funds, including this Association's officers, directors, and uncompensated volunteers, to be bonded or insured with adequate fidelity and errors and omissions coverage for the benefit of this Association. The premiums for the foregoing shall be paid from Association funds.

Section 8. Management. Within the limits of available funds, the Board may employ such professional managers, accountants, attorneys, architects, and other professionals to assist the Board as reasonably are prudent and will prescribe the terms and conditions of such employment. The Board may contract with any Person or organization to manage this Association's affairs, in whole or in part; but no such management contract may be for a term longer than one year and must be terminable by the Association for cause upon not more than 30 days prior written notice.

## ARTICLE VII Committees

Section 1. Executive Committee. At any time when the Board consists of more than three Directors, the Board by resolution may designate from among its members an Executive Committee of three members that will have such powers, and exercise such duties, that the Board determines and that are not expressly reserved to the Board by any provision of these By-Laws, the Articles, or the Declaration.

Section 2. Permanent Committees. The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws.

Section 3. Other Committees. The Board from time to time may form and dissolve such other committees as the Board deems necessary or appropriate to assist or advise the Board, or both, in managing this Association's affairs. All committee members are appointed by, and serve at the pleasure of, the Board unless such appointing authority is delegated by Board resolution to an officer. No such committee can be authorized to expend or commit this Association to expend any Association monies unless such action is ratified or approved by the Board. Committee members need not be members of this Association.

## ARTICLE VIII Books and Records

Section 1. Records Enumerated. This Association must keep correct and complete (i) books and records of account, (ii) minutes of the proceedings of its members, Board of Directors, and Executive Committee, if any, and (iii) a Membership Record.

Section 2. Formality. No particular formality is required for the minutes of the proceedings of this Association, as long as the nature of the action taken or defeated reasonably can be determined from such record. Failure to maintain proper minutes of any proceedings does not affect their validity if all requirements for any action taken in fact were met.

Section 3. Membership Record. This Association's Membership Record must show (i) the name of each Owner, (ii) a proper legal description of such Owner's Lot, (iii) whether such Owner's membership is in good standing, and (iv) the address to which notice is to be given such Owner pursuant to these By-Laws.

Section 4. Inspection. All books, records, and papers of this Association at all times during reasonable business hours will be open to inspection and copying by any Owner, and Mortgagee. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies (certified, if requested) of any and all of its books, records, and other papers, although the Association may make a reasonable, uniform charge for such copies and certification. Without limitation, the Declaration, Articles, and these By-Laws must be available for inspection by any Person at the Association's principal office, where copies may be purchased at a charge to cover reproduction costs.

## ARTICLE IX Officers

Section 1. Enumeration. This Association's Regular Officers are a President, Vice President, Secretary, and Treasurer, who are elected at the first Board meeting following each annual meeting for a term of one year, and serve until their respective successors are elected and qualified, unless any such officer sooner dies, resigns, is removed, or is incapacitated or otherwise unable to serve.

Section 2. Special Offices. The Board of Directors may appoint such other officers as it deems advisable, each of whom will hold such offices for such periods, have such authority, and perform such duties as the Board from time to time determines.

Section 3. Resignation and Removal. Any officer may be removed by the Board with or without cause at any time; and no officer has any vested right, privilege, or immunity with respect to any office. A resignation of any office need not be accepted to be effective. Vacancies are filled by Board appointment.

Section 4. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person simultaneously may hold more than one other Regular Office, but any Regular Officer also may hold one or more special offices.

Section 5. Duties. The duties of the Regular Officers are as follows:

(a) President. The President: (i) is entitled to preside at all meetings of the Board of Directors, the Membership, and the Executive Committee, if any; (ii) sees that orders and resolutions of the Board are carried out; and (iii) signs all leases, mortgages, deeds, and other written instruments, and (iv) co-signs all checks and promissory notes unless otherwise provided by the Board.

(b) Vice President. The Vice President acts in place of the President if the President is absent, unable, or abstains from acting.

(c) Secretary. The Secretary: (i) records the votes and keeps the minutes of all meetings and proceedings of the Board of Directors, the members, and the Executive Committee, if any; (ii) keeps the corporate seal of this Association and affixes it on all instruments requiring it; (iii) gives notice of all meetings of the Board, membership, and Executive Committee, if any; and (iv) keeps the Membership Record as provided in these By-Laws. When assigned by the Board, a Recording Secretary (a member of the Board) assists in those duties enumerated above as is appropriate and defined by the Board.

(d) Treasurer. The Treasurer (i) causes the receipt and deposit into appropriate bank accounts of all Association monies and disburses such funds as directed by the Board; (ii) signs all checks and promissory notes of this Association; (iii) keeps proper books of accounts; (iv) with the assistance of the Board, causes an

annual audit of the Association's books to be made by an independent accountant when requested by the membership as provided in these By-Laws; and (v) also with the assistance of the Board, prepares an annual budget and a statement of income and expense for presentation to the membership at its regular annual meeting. Any Regular Officer also may exercise such other powers, and discharge such other duties, as the Board from time to time may require or permit.

**ARTICLE X**  
**Assessments**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of eighteen percent (18%) per annum, not to exceed the maximum rate permitted by Florida law, from the date of delinquency as provided in the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**ARTICLE XI**  
**Attestation**

IN WITNESS WHEREOF, the undersigned have signed this document for the purpose of authenticating it as a By-Laws of Wells Landing Association, Inc., a Florida Corporation Not For Profit, as adopted by its Board of Directors this 19th day of August, 1982.

/s/ David A. Bingemann  
/s/ J. Eric Schuhle  
/s/ M. Susan Gawron

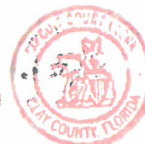
And Amended by its Board this 20th Day of November, 1997.

*F. C. Robert Hollmann*  
F. C. Robert Hollmann,  
President

*John Nichols*  
John Nichols,  
Secretary/Treasurer

*Josephine M. Candella*  
Josephine M. Candella,  
Recording Secretary

This stamp and signature certifies that the foregoing document is a copy of the original on file in the office of:  
Tara S. Green  
Clerk of Circuit Court  
Clay County, Florida



20<sup>th</sup> Nov 1997  
Tara S. Green  
Clerk of Circuit Court  
Clay County, Florida

90  
45

D.P. 689 VASE 657

GENERAL WARRANTY DEED

THIS DEED is made as of OCTOBER 7, 1982, by TRECO, INC., successor by merger to TRECO, formerly the Barnett Mortgage Trust, a corporation organized and existing under the laws of the State of Florida having its principal place of business at 1325 San Marco Boulevard, Jacksonville, Florida ("Grantor") to Wells Landing Association, Inc. whose post office address is 590 Wells Landing Drive, Orange Park, Florida 32063 ("Grantee").

The Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid to Grantor by Grantee, the receipt and sufficiency of which is acknowledged, has granted, bargained and sold to the Grantee, its heirs and assigns forever, the following property located in Clay County, Florida:

See Exhibit A attached.

TO HAVE AND TO HOLD in fee simple. Except as set forth herein, Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims and demands of all persons whomsoever.

The Grantor has caused this Deed to be executed by its authorized officer on the date first above written.

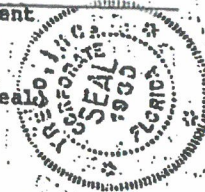
Signed, sealed and delivered in the presence of:

TRECO, INC.

Thomas Rodgers, Jr.  
Peggy A. Dickson

By: David A. Bingemann  
Title: Vice President

"Grantor"  
(Corporate Seal)



STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was shown to and acknowledged before me, this 7th day of OCTOBER, 1982, by DAVID A. BINGEMANN, the Vice President of TRECO, INC., on behalf of the corporation.

David A. Dickson  
Notary Public, State of Florida  
at Large.

Notary Public, State Of Florida At Large  
My Commission Expires May 20, 1983

My commission expires:

(Notarial Seal)

Prepared by and return to:  
David A. Bingemann  
Vice President  
Treco, Inc.  
1325 San Marco Blvd.  
Jacksonville, Florida 32207

Notary Public, State Of Florida At Large  
My Commission Expires May 20, 1983

## EXHIBIT "A"

## COMMON AREAS of Wells Landing

## TRACT "A", WELLS LANDING UNIT I:

P.P. 689 658

Tract "A", as shown on the map of Wells Landing Unit One, as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of Clay County, Florida.

## PARCEL I: (Sign parcel on West side Wells Landing Drive)

A part of Lot 8, Section 3, Florida Winter Homes, an improvement company's map of Orange Park, as recorded in Plat Book 1, Pages 23, 24 and 25, of the Public Records of Clay County, Florida, more particularly described as follows: COMMENCE at the most Northerly corner of Wells Landing Unit One as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of said County, said point being on the Southwesterly right-of-way line of Wells Road as established for a width of 80 feet; thence South 18°40'37" East along the Westerly right-of-way line of Wells Landing Drive as shown on said map of Wells Landing Unit One, 75.00 feet, to its intersection with a curve concave Northeasterly and having a radius of 627.96 feet; thence continue Southeasterly along the said Southwesterly right-of-way line of Wells Landing Drive along and around said curve, an arc distance of 75.00 feet, to the POINT OF BEGINNING; said arc being subtended by a chord bearing and distance of South 37°00'36" East, 74.96 feet; thence South 43°27'40" West, 44.83 feet; thence South 46°32'20" East, 26.81 feet, to its intersection with the Northwesterly right-of-way line of said Wells Landing Drive; thence North 43°27'40" East along the said Northwesterly right-of-way line of Wells Landing Drive, 15.0 feet, to the point of a curve to the left, said curve being concave Westerly and having a radius of 30 feet; thence continue Northwesterly along the Westerly line of said Wells Landing Drive along and around said curve, an arc distance of 43.93 feet, to the POINT OF BEGINNING, said arc being subtended by a chord bearing and distance of North 01°30'49" East, 40.11 feet.

82-11549

PAGE 658

Containing 1,014 square feet, more or less.

OCT 7 3 09 PM '82

## PARCEL II: (Sign parcel on East side of Wells Landing Drive)

A part of Lot 8, Section 3, Florida Winter Homes, an improvement company's map of Orange Park, as recorded in Plat Book 1, Pages 23, 24 and 25, of the Public Records of Clay County, Florida, more particularly described as follows: BEGIN at the most Easterly corner of Wells Landing Unit One, as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of said County, said point being on the Southwesterly right-of-way line of Wells Road as established for a width of 80 feet; thence South 43°27'40" West, 56.82 feet, thence North 46°32'20" West, 26.73 feet, to its intersection with the Southeasterly right-of-way line of Wells Landing Drive as shown on said map of Wells Landing Unit One thence North 43°27'40" East along the said Southeasterly right-of-way line of Wells Landing Drive, 27.0 feet, to a point of a curve to the right, said curve being concave Southerly and having a radius of 30 feet; thence Northeasterly along the said Southeasterly right-of-way line of Wells Landing Drive, along and around said curve, an arc distance of 43.85 feet, to the POINT OF BEGINNING, said arc being subtended by a chord bearing and distance of North 85°20'01" East, 40.05 feet.

Containing 1,331 square feet, more or less. SUBJECT to particular Jacksonville Electric Authority Easement as described and recorded in Official Records Book 663, Page 53, of the public records of said County.

## SUBJECT TO:

1. Plat of survey of Wells Landing Unit One prepared by Northeast Florida Surveyors, Inc., recorded on November 18, 1981, in Plat Book 16, pages 76 and 77, in the Public Records of Clay County, Florida, and all matters disclosed by said plat, such as all easements, set-back lines, right-of-ways, etc.
2. Real taxes and assessments for 1982 and thereafter, and taxes and assessments levied by the Town of Orange Park, Florida, if any.
3. Easement for sewer, water and drainage dated May 15, 1975 and recorded in Official Records Vol. 337, page 468 of the Public Records of Clay County, Florida.
4. All applicable statutes, zoning ordinances and governmental regulations, including but not by way of limitation, restrictions imposed by the Department of Environmental Regulation of the State of Florida on certain "wetlands" to the extent that portions of the Property lie within the jurisdictional limits of the Department of Environmental Regulation.
5. Declaration of Covenants and Restrictions of Wells Landing recorded in the Public Records of Clay County, Florida as amended and restated by that Amended and Restated Declaration of Covenants and Restrictions recorded under Clerk's No. 82-11547 of the same public records.



This receipt and signature certifies that a copy of the same has been filed in the office of:  
Tara S. Greathart  
Clerk of Circuit Court  
Clay County, Florida

2077 Paul 22  
[Signature]

GENERAL WARRANTY DEED

755 412

THIS DEED, made as of the 14th day of March, 1984, by and between TRECO, Inc., a Florida corporation, whose address is 1325 San Marco Boulevard, Jacksonville, Florida 32207 (Grantor), and Wells Landing Association, Inc., a Florida not for profit corporation whose address is 590 Wells Landing Drive, Orange Park, Florida 32073.

W I T N E S S E T H:

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to Grantee, Grantee's heirs, successors and assigns, forever, those certain tracts or parcels of land located in Clay County, Florida more particularly described on Exhibit A attached hereto and by this reference incorporated herein subject to the matters stated thereon.

The property which is the subject of this deed is the common area of the subdivision known as Wells Landing, as established by that Declaration of Covenants and Restrictions recorded in the Public Records of Clay County, Florida as amended and restated by that Amended and Restated Declaration of Covenants and Restrictions recorded in O. R. Book 689, Page 627 and as extended to Unit Two by that Amendment and Extension of the Amended and Restated Declaration of Covenants and Restrictions for Wells Landing recorded in O. R. Book 732, page 70 of the same Public Records.

TO HAVE AND TO HOLD the same in fee simple; and the said Grantor hereby fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal, the day and year first above set out.

Signed, sealed and delivered in the presence of:

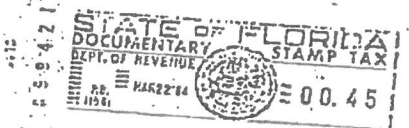
TRECO, Inc.

*[Signature: Jerry A. Dickinson]*  
Jerry A. Dickinson

By: *[Signature: David A. Bingemann]*  
DAVID A. BINGEMANN  
Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of March, 1984, by DAVID A. BINGEMANN, the Vice President of TRECO, Inc., a Florida corporation, on behalf of the corporation.



*[Signature: Jerry A. Dickinson]*  
Notary Public, State of Florida, at Large

My Commission Expires:

(Notarial Seal)

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires May 20, 1987

THIS INSTRUMENT PREPARED BY:  
AND RETURN TO:  
DAVE C. SHAW, Esquire  
LANTIER AND PHILLIPS  
1325 SAN MARCO BOULEVARD  
JACKSONVILLE, FLORIDA 32207

Rec'd 9.00  
25

Tract "A" of Wells Landing Unit Two, as per plat recorded in Plat Book 17, pages 47 through 50 of the current public records of Clay County, Florida.

SUBJECT TO:

1. Plat of survey of Wells Landing Unit Two prepared by North-east Florida Surveyors, recorded on February 2, 1983, in Plat Book 17 pages 47 - 50 in the Public Records of Clay County, Florida and all matters disclosed by said plat, such as all easements, set-back lines, right-of-ways, etc.
2. Real estate taxes and assessments for 1984 and thereafter, and taxes and assessments levied by the Town of Orange Park, Florida, if any.
3. Easement for sewer, water and drainage dated May 15, 1975 and recorded in Official Records Vol. 337, Page 468 of the Public Records of Clay County, Florida.
4. All applicable statutes, zoning ordinances and governmental regulations, including but not by way of limitation, restrictions imposed by the Department of Environmental Regulation of the State of Florida on certain "wetlands" to the extent that portions of the Property lie within the jurisdictional limits of the Department of Environmental Regulation.
5. Declaration of Covenants and Restrictions of Wells Landing recorded in the Public Records of Clay County, Florida as amended and restated by that Amended and Restated Declaration of Covenants and Restrictions recorded in O. R. Book 689, Page 627 and as extended to Unit Two by that Amendment and Extension of the Amended and Restated Declaration of Covenants and Restrictions for Wells Landing recorded in O. R. Book 732, page 70 of the same Public Records.

This red stamp and signature certifies  
that the foregoing is a copy  
of the original on file in the office of:  
Tara S. Green  
Clerk of Circuit Court  
Clay County, Florida



*704 April 22*  
*[Signature]*  
84-05605

FILE NO.  
OFFICIAL RECORDS NO. 785  
PAGE 412

MAR 23 11 43 AM '84

RECORDED IN PL.  
*[Signature]*  
CLERK OF CIRCUIT COURT



Exhibit A

1300

GRANT OF EASEMENT

D.K. 877 PAGE 153

THIS GRANT OF EASEMENT made this 1st day of July, 1985, between Wells Landing Association, Inc., a Florida not for profit corporation (the "GRANTOR") and Paul L. Ritch and Barbara J. Ritch, the owner of record of Lot 47, Wells Landing Unit Two according to the plat thereof recorded in the public records of Clay County, Florida (the "GRANTEE").

GRANTOR for good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to Grantee, its successors and assigns, a non-exclusive perpetual easement for the purpose of ingress and egress and maintaining a sidewalk across a portion of the following described property owned by Grantor:

The Northwest quarter of Tract "A" of Wells Landing Unit Two according to the plat thereof recorded in Plat Book 17, pages 47-50 of the public records of Clay County, Florida.

More specifically restricted to that area covered by the sidewalk constructed over the described property as shown by the survey labeled Exhibit A and by this reference made a part hereof.

Maintenance of said sidewalk to be the responsibility of Grantee.

Together with such rights of entry upon, passage over and temporary use of such additional property as may be reasonably necessary for maintaining such sidewalk.

By the acceptance and recording of this instrument in the Official Records of Clay County, Florida, Grantee covenants and agrees that it shall restore any property of Grantor used in connection with this easement to substantially its present condition and adequate for its present use, including the repairing of any paved surfaces. Grantee further covenants and agrees to diligently complete any construction or maintenance activities so as to minimize the interference with Grantor's use of the easement area and adjacent property.

THIS INSTRUMENT IS HEREBY  
ACKNOWLEDGED BY THE GRANTOR  
AND GRANTEE  
AND BY THE CLERK OF THE  
CLAY COUNTY, FLORIDA  
RECORDS  
ON 07/01/85  
AT 10:00 AM  
IN THE PRESENCE OF  
WITNESSES  
AND THE CLERK OF THE  
CLAY COUNTY, FLORIDA  
RECORDS

Rec'd \$13.00  
Return to Grantor  
613 1225 Oakwood Blvd  
Jacksonville, FL 32207

Grantee agrees to relocate said easement at its own expense upon request of Grantor, provided that Grantor provides a reasonably suitable alternate easement without charge. Grantee further agrees to join in any instrument required by Grantor to evidence such relocation and release of the subject property from the easement.

Grantor reserves the right to use the easement for such purposes which will not interfere with Grantee's full enjoyment of the rights and benefits hereby granted.

This easement shall run with the land and with any part thereof or interest therein, including but not limited to every member of the Association and claimant of either property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bounded thereof.

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

WELLS LANDING ASSOCIATION, INC.

*Marie L. Todd*  
*Peggy A. Dickson*

By: *Susan Gawron*  
its President

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF DUVAL

Before me personally appeared SUSAN GAWRON  
President of Wells Landing Association, Inc., to  
me well known to be the person described in and who executed the  
foregoing instrument, and acknowledged to and before me that she  
executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 1st day of July, 1985,  
at Jacksonville, County and State aforesaid.

*Peggy A. Dickson*  
Notary Public in and for the  
County and State aforesaid.

My commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires May 20, 1987

# MAP SHOWING SURVEY OF

LOT 47

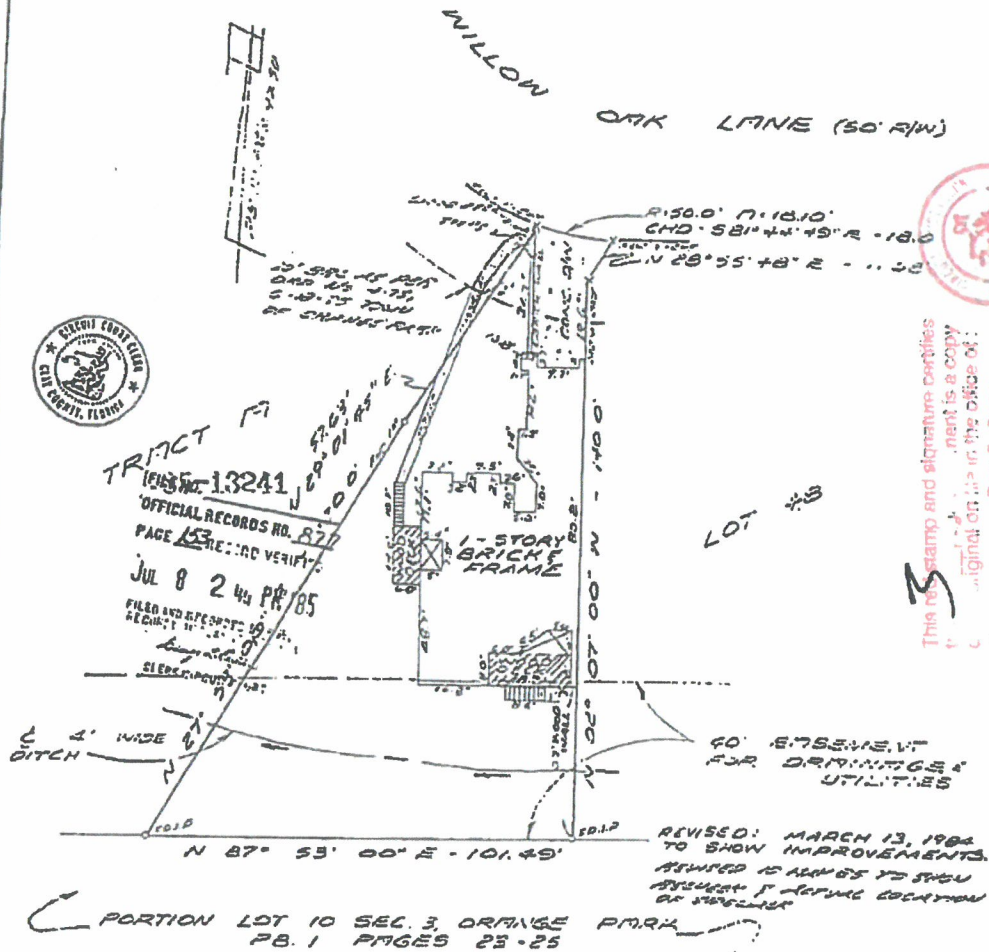
EXHIBIT "A"

WELLS LANDINGS UNIT TWO

877-155

AS RECORDED IN PLAT BOOK 17, PAGES 47-50 OF PUBLIC RECORDS OF CLAY COUNTY, FLORIDA FOR TRISCO

THIS IS A SURVEY OF



TRACT 13241  
OFFICIAL RECORDS NO. 877  
PAGE 153  
JUL 8 2 44 PM '85  
FILED AND RECORDED  
RECORDS DEPT. CLAY CO. FLA.



This stamp and signature certifies that the foregoing is a copy of the original on file in the office of:

Tara S. Green  
Clay County, Florida

28 July 85  
Tara S. Green

This is to certify that the lot shown hereon appears to lie within Zone "B" as shown on the Flood Insurance Rate Map Community No. 120066-0055-B, dated 1/18/80.

NOT VALID UNLESS EMBOSSED WITH A SURVEYORS SEAL

NOTE: ELEVATIONS SHOWN THUS - (10.0) BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.

I HEREBY CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION. THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN AND THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.02, FLORIDA STATUTES.

FELIX N. SOLAIN, P.L.S., F.S., NO. 2879  
2000 Corporate Center Blvd., Suite 201  
Jacksonville, Florida 32202  
(904) 721-3044

## LEGEND

- CONCRETE MONUMENT
- XX FENCE
- PEG
- IRON PIPE FOUND
- X CROSS CUT

SIGNED DEC. 10, 1983  
SCALE 1" = 30'

REC No 11811  
12135

PRS. CHK. BY LMA

FB 338  
340

PG 62  
69

DRAINAGE EASEMENT

D.A. 935 PAGE 594

THIS GRANT OF EASEMENT made this 16 day of March 1986  
between John Rohleder, Diane M. Krebs, Dolores Davis, Emily Rebecca  
Bennett, Rachael L. Apple, Patricia A. O'Rourke, and James Richard  
Henderson (hereinafter individually identified as "Grantor" and  
collectively as "Grantors"), and Wells Landing Association, Inc., a  
Florida not for profit corporation (the "GRANTEE").

W I T N E S S E T H:

WHEREAS, each Grantor is the fee simple owner of the Lot,  
identified next to his signature line and on Exhibit A attached  
hereto, within Wells Landing, a subdivision established by that  
Plat of Wells Landing recorded in Plat Book 16, Pages 76 through  
77, and Plat Book 17, Pages 47 through 50 of the Public Records of  
Clay County, Florida;

WHEREAS, the Association is the association of Lot Owners  
within Wells Landing subdivision, in accordance with that Amended  
and Restated Declaration of Covenants and Restrictions for Wells  
Landing recorded in Official Records Volume 689, page 627 of the  
Public Records of Clay County, Florida, as amended by that Amend-  
ment and Extension of the Amended and Restated Declaration of  
Covenants and Restrictions for Wells Landing, recorded in Official  
Records Volume 732, Page 70 of the same Public Records;

NOW THEREFORE, GRANTORS for good and valuable consideration,  
the receipt and sufficiency of which is hereby acknowledged, hereby  
grant to Grantee, its successors and assigns, a non-exclusive per-  
petual easement for the purpose of installing and maintaining a  
subterranean drainage system, including without limitation, catch  
basins, drain pipes, and other drainage facilities across, under  
and through that portion of each Lot described on Exhibit A here-  
to, which is bounded by the rear lot line and a line fifteen (15)  
feet from and parallel to the rear lot line of each Lot. Each  
Grantor individually warrants to Grantee that they are the owner  
of the property identified on Exhibit A as their lot in fee simple

absolute and that they have full power and authority to grant this easement.

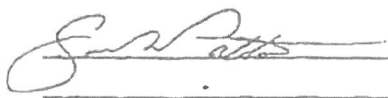
This easement is granted together with such rights of entry upon, passage over and temporary use of such additional property as may be reasonably necessary for excavating, constructing, repairing and maintaining such drainage area, including the installation of drainage pipe as required. Grantors covenant not to build any structures or place any landscaping, (except lawn grass) on the above described easement area.

By the acceptance and recording of this instrument in the Official Records of Clay County, Florida, Grantee covenants and agrees that it shall restore any property of Grantors used in connection with this easement to substantially its present condition and adequate for its present use, including replacing any grassed areas. Grantee further covenants and agrees to maintain the drainage system in good order and repair and to diligently complete any repair or maintenance activities so as to minimize the interference with Grantors' use of the easement area and adjacent property. Each Grantor covenants and agrees to periodically remove any debris collected within a catch-basin located on his lot.

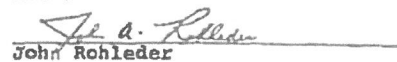
Grantors reserve the right to use the easement area for such purposes which will not interfere with Grantee's full enjoyment of the rights and benefits hereby granted.

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

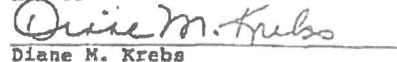


Lot 81

  
John Rohleder



Lot 82

  
Diane M. Krebs



Lot 83

  
Dolores Davis

Lot 84

Emily R. Bennett  
Emily Rebecca Bennett

Lot 85

Rachel L. Apple  
Rachel L. Apple  
Patricia A. O'Rourke  
Patricia A. O'Rourke

Lot 86

James R. Henderson  
James Richard Henderson

STATE OF FLORIDA  
COUNTY OF ~~CLAY~~ DUVAL

Before me personally appeared John Rohleder to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 6<sup>th</sup> day of March 1986.

Linda M. Jones  
Notary Public in and for the  
County and State aforesaid

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 3, 1988  
BONDED THRU GENERAL TNS. UND.

STATE OF FLORIDA  
COUNTY OF ~~CLAY~~ DUVAL

Before me personally appeared Diane M. Krebs to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 6<sup>th</sup> day of March 1986.

Linda M. Jones  
Notary Public in and for the  
County and State aforesaid

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 3, 1988  
BONDED THRU GENERAL TNS. UND.

U.S. 935 587

STATE OF FLORIDA  
COUNTY OF ~~CLAY~~ DUVAL

Before me personally appeared Dolores Davis to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed the same for the purposes therein expressed.

1986. WITNESS my hand and official seal this 6<sup>th</sup> day of March.

Linda Nogueira  
Notary Public in and for the  
County and State aforesaid.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 3, 1989  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ~~CLAY~~ DUVAL

Before me personally appeared Emily Rebecca Bennett to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed the same for the purposes therein expressed.

1986. WITNESS my hand and official seal this 6<sup>th</sup> day of March.

Linda Nogueira  
Notary Public in and for the  
County and State aforesaid.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 3, 1989  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ~~CLAY~~ DUVAL

Before me personally appeared Rachel L. Apple and Patricia A. O'Rourke, to me well known to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the same for the purposes therein expressed.

1986. WITNESS my hand and official seal this 6<sup>th</sup> day of March.

Linda Nogueira  
Notary Public in and for the  
County and State aforesaid.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 3, 1989  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ~~CLAY~~ DUVAL

Before me personally appeared James Richard Henderson, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same for the purposes therein expressed.

P.P. 935 PAGE 598

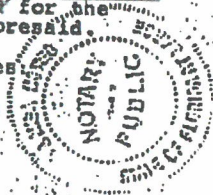
WITNESS my hand and official seal this 6<sup>th</sup> day of March,  
1988.

David Noyes

Notary Public in and for the  
County and State aforesaid.

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 3, 1988  
ISSUED THRU GENERAL LHS. ORD.



DRAINAGE EASEMENT

P.P. 935 PAGE 599

Lot 81 through 86, inclusive of Wells Landing, according to the Plat thereof recorded in Plat Book 16, Pages 76 through 77, and Plat Book 17, Pages 47 through 50 of the Public Records of Clay County, Florida.

FILE NO. 86-06682  
OFFICIAL RECORDS NO. 935  
PAGE 599 RECORD VERIFIED  
MAR 27 10 05 AM '06  
FILED AND RECORDED IN PERS.  
RECORDS DEPT.  
CLAY COUNTY, FLORIDA  
CLERK CIRCUIT COURT



6  
This notary stamp and signature certifies that the foregoing instrument is a copy of the original on file in the office of:  
Tara S. Green  
Clerk of Circuit Court  
Clay County, Florida



207 April 22  
B) [Signature]  
[Signature]

EXHIBIT A

15.00 (3)  
file



Book: 1493  
Page: 1789  
Rec: 02/18/94  
11:54 A.M.  
File: 9406586  
John Keene  
Clerk Of Courts  
Clay County, FL

MODIFICATION OF EASEMENT AGREEMENT

This Agreement made and entered into this 14 day of FEBRUARY, 1994 by and between State Farm Mutual Automobile Insurance Co. Hereinafter refer to as "Grantor" and Wells Landing Homeowner's Association, Inc., hereinafter referred to as "Grantee".

W I T N E S S E T H:

WHEREAS, Grantor and Grantee desire to modify that certain Easement granted by Grant of Easement dated October 28, 1993 and recorded in Official Records Volume 1478, Page 1533 and 1534 the Public Records of Clay County, Florida as more particularly described below.

NOW THEREFORE in consideration of Ten Dollars and other good and valuable consideration, paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The above recitals are true and correct.
2. The non-exclusive Easement for the location and maintenance of a water sprinkler control box, over, under and across certain real property described in that certain Grant of Easement dated October 28, 1993 and recorded in Official Records Volume 1478 at Page 1533 and 1534 of the Public Records of Clay County, Florida hereinafter referred to as "Grant of Easement" is hereby modified to terminate said non-exclusive Easement upon the property described at Page 1534 of Official Records Volume 1478 of the Public Records of Clay County, Florida in order to situate said non-exclusive Easement for the location and maintenance of the water sprinkler control box, over, under and across real property more particularly described in Exhibit "A" hereto.
3. Grantor hereby warrants that it is the fee simple owner of the property described in Exhibit "A" hereto and the Exhibit to the Grant of Easement and Wells Landing Homeowner's Association, Inc., is both the Grantee under this instrument and the Grant of Easement and each have respectively the full right and authority to grant the within modified Easement and terminate the Grant of Easement and accept delivery of this instrument.
4. This instrument shall inure to and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed and sealed this 14 day of FEBRUARY, 1994.

Signed, sealed and delivered in the presence of:

Deborah L. O'Connell  
Print: Deborah L. O'Connell  
Patrick E. Danahan  
Print: Patrick E. Danahan

Lisa R. Stinson  
Print: Lisa R. Stinson  
Vivian Vandeweyer  
Print: Vivian Vandeweyer

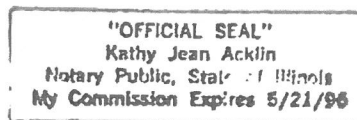
STATE FARM MUTUAL  
AUTOMOBILE INSURANCE CO.  
By: John E. Harris  
President  
John E. Harris - Asst. Vice President  
WELLS LANDING HOMEOWNER'S  
ASSOCIATION, INC.  
By: R.B. Davis  
President

Ret: OMS

STATE OF ILLINOIS  
COUNTY OF McLEAN

BEFORE ME the undersigned personally appeared John F. Harris  
Ass't. Vice President of State Farm Mutual Automobile  
Insurance Co. to me well known and known to me to be the individual  
described in and who executed the foregoing instrument on behalf  
of said Company, and acknowledged to and before me that he  
executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 14th day of  
February, 1994, at Bloomington, County and State aforesaid.



Kathy Jean Acklin  
Print Name: Kathy Jean Acklin  
Notary Public  
State of Illinois  
My commission expires: 5/21/96

STATE OF FLORIDA  
COUNTY OF CLAY

BEFORE ME the undersigned personally appeared W. B. Peirce  
President \*, General Partners of Wells Landing Homeowner's  
Association, Inc. to me well known and known to me to be the  
individual described in and who executed the foregoing instrument  
on behalf of said partnership, and acknowledged to and before me  
that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 17th day of  
February 1994, at Orange Park, County and State aforesaid.

\* who produced a military  
identification card as  
identification.

Claire Gilbert  
Print Name: Claire Gilbert  
Notary Public  
State of Florida at Large  
My commission expires: \_\_\_\_\_

agreements 12/24/94, 1997



CLAIRE GILBERT  
My Commission Expires  
Expires Jan. 14, 1997

# MAP OF

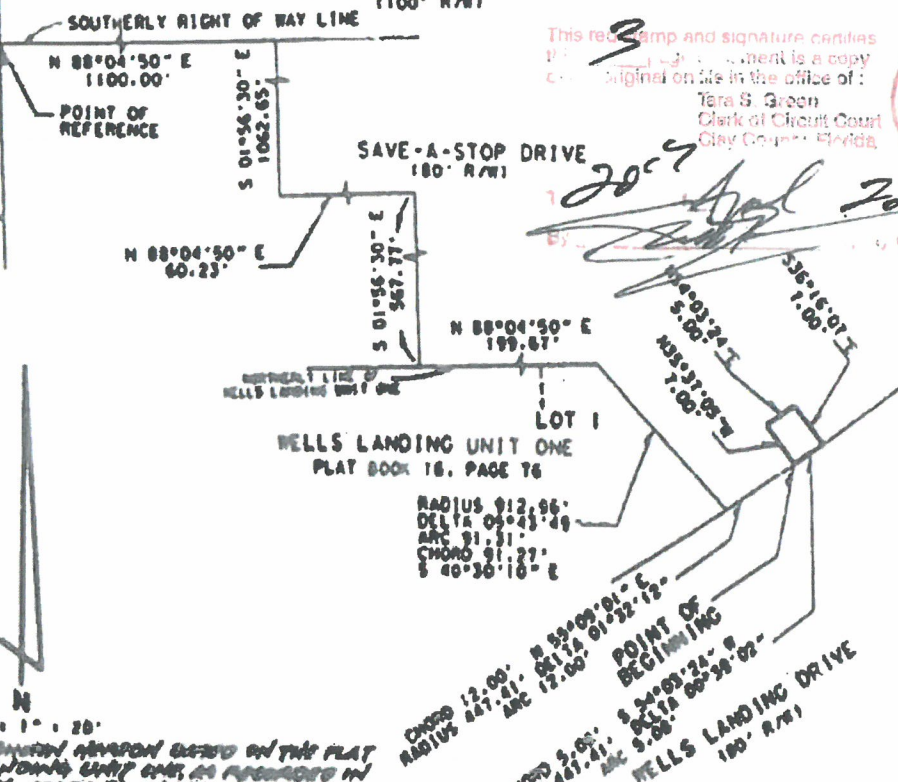
A PART OF LOT 9, SECTION 3, CITY OF ORANGE PARK, FLORIDA, WINTER HOMES AND IMPROVEMENT COMPANY'S MAP OF ORANGE PARK, FLORIDA, RECORDED IN PLAT BOOK 1, PAGES 23, 24 AND 25 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD (A 100 FOOT RIGHT-OF-WAY) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF WELLS ROAD, FORMERLY ELDRIDGE AVENUE, (A 100 FOOT RIGHT-OF-WAY); THENCE NORTH 88°04'50" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WELLS ROAD, A DISTANCE OF 1100.00 FEET; THENCE SOUTH 01°56'30" EAST 1062.65 FEET TO A POINT LYING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD, A DISTANCE OF 60.23 FEET; THENCE SOUTH 01°56'30" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 567.77 FEET TO A POINT ON THE NORTHERLY LINE OF WELLS LANDING UNIT ONE, AS RECORDED IN PLAT BOOK 16, PAGES 76 AND 77 OF SAID PUBLIC RECORDS, AS FIELD MONUMENTED; THENCE NORTH 88°04'50" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 199.67 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID WELLS LANDING UNIT ONE, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE AND ALONG THE NORTHEASTERNLY LINE OF SAID LOT 1, AN ARC DISTANCE OF 91.31 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING OF SOUTH 40°30'10" EAST AND A CHORD DISTANCE OF 91.27 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF WELLS ROAD, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERNLY, HAVING A RADIUS OF 441.41 FEET; THENCE NORTHEASTERNLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING, THENCE NORTH 35°31'09" WEST, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET; THENCE NORTH 34°01'24" EAST, A RIGHT-OF-WAY LINE OF WELLS LANDING DRIVE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, SAID CURVE BEING CONCAVE NORTHEASTERNLY, HAVING A RADIUS OF 441.41 FEET; THENCE SOUTHWESTERNLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WELLS LANDING DRIVE, AN ARC DISTANCE OF 5.00 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING OF SOUTH 54°03'24" WEST AND A CHORD DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, ON FEBRUARY 10, 1984, 35 SQUARE FEET MORE OR LESS.

WELLS ROAD  
(FORMERLY ELDRIDGE AVENUE)  
(100' R/W)

SEABOARD COASTLINE RAILROAD  
(100' R/W)

EASTERLY RIGHT OF WAY LINE



This map and signature certifies that the original on file in the office of:  
Tara S. Green  
Clerk of Circuit Court  
Clay County, Florida



SCALE: 1" = 20'

BEARING AND DISTANCE SHOWN ON THE MAP OF WELLS LANDING UNIT ONE, AS RECORDED IN PLAT BOOK 16, PAGES 76 AND 77 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, 5' X 7' SPRINKLER BOX EASEMENT AS SHOWN HEREON WAS OBTAINED FROM PLATS AND DRAWINGS PLANS AS PROVIDED BY CLIENT.

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY

NORTH  
FLORIDA  
SURVEYORS

A SUBSIDIARY OF  
STANLEY, SMITH & BARNES, INC.  
1000 UNIVERSITY DRIVE S.W.  
ALBUQUERQUE, NEW MEXICO 87102  
(505) 261-2000

I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO CHAPTER 47, PART OF THE FLORIDA STATUTES, AND 61011-6 OF THE FLORIDA ADMINISTRATIVE CODE.

ROBERT N. MARSHALL, JR. P.E. P.L.S. CERT. NO. 5563

DATED: FEBRUARY 10, 1984 TO 94  
SCALE: 1" = 20'

THIS MAP NOT VALID UNLESS THIS PRINT IS EMBOSSED WITH THE SEAL OF THE ABOVE SIGNED.

REQ. NO. 93209.04

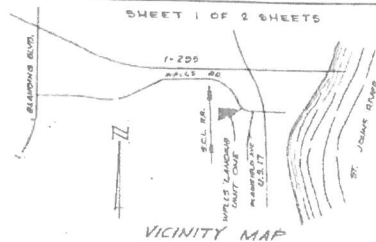
Rev 2/83209/04/1m.dgn

# WELLS LANDING UNIT ONE

ORANGE PARK, CLAY COUNTY, FLORIDA

PLAT BOOK 116 PAGE 76

SHEET 1 OF 2 SHEETS



## CAPTION

A PART OF LOT 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

## EXCEPTION AND DEDICATION

THIS IS TO CERTIFY THAT TRUCK, INC., A CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, IS THE LANDLORD OF THE LANDS DESCRIBED IN THE CAPTION HEREON AS WELLS LANDING UNIT ONE AND HAS CAUSED THE SAME TO BE SURVEYED AND RECORDED, THAT HANSH BARK OF JACKSONVILLE, N.A. IS THE HOLDER OF A MORTGAGE ON SAID LANDS AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADAPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS AND THAT ALL STREETS AND EASEMENTS FOR DRAINAGE, UTILITIES AND SERVICES ARE HEREBY DEDICATED TO THE TOWN OF ORANGE PARK, FLORIDA AND ITS SUCCESSORS. AND SAID MORTGAGE INTEREST IS SUBORDINATE TO THE DEDICATION.

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR RESPECTIVE APPROPRIATE OFFICERS BY AND WITH THE FULL AUTHORITY OF SAID CORPORATION.

TRUCK, INC.

WITNESS H. Thomas Parker, Jr.

WITNESS Peggy A. Dickman

David A. Hingemann  
DAVID A. HINGEMANN, VICE PRESIDENT

HANSH BARK OF JACKSONVILLE, N.A.

WITNESS Theresa L. Thompson

WITNESS Richard J. Tracy

Randy H. Spelman  
RANDY H. SPELMAN, VICE PRESIDENT

STATE OF FLORIDA, COUNTY OF CLAY  
THE FOREGOING INSTRUMENT WAS SUBSCRIBED AND SIGNED BY ME, THIS 26th DAY OF July, A.D. 1981, BY DAVID A. HINGEMANN, VICE PRESIDENT OF TRUCK, INC., A FLORIDA CORPORATION, BEHALF OF THE CORPORATION.  
David A. Hingemann  
NOTARY PUBLIC AT LARGE  
August 14, 1981  
MY COMMISSION EXPIRES:

STATE OF FLORIDA, COUNTY OF CLAY  
THE FOREGOING INSTRUMENT WAS SUBSCRIBED AND SIGNED BY ME, THIS 19th DAY OF October, A.D. 1981, BY RANDY H. SPELMAN, VICE PRESIDENT OF HANSH BARK OF JACKSONVILLE, N.A., A LIMITED PARTIAL OF ALABAMA CORPORATION, BEHALF OF THE CORPORATION.  
Randy H. Spelman  
NOTARY PUBLIC AT LARGE  
October 20, 1983  
MY COMMISSION EXPIRES:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND IS HEREBY APPROVED AND ACCEPTED BY THE TOWN COUNCIL OF THE TOWN OF ORANGE PARK, CLAY COUNTY, FLORIDA. SIGNED THIS 26th DAY OF July, A.D. 1981.

Mayor Thomas Parker, Jr.

Clerk Peggy A. Dickman

## CLERK'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES WITH CHAPTER 7-139, LAWS OF THE STATE OF FLORIDA, 1977, AND THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF FLORIDA STATUTE 177, THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE AND THAT PERMANENT REFERENCE POINTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA.

CLERK OF THE CIRCUIT COURT

## NOTARY PUBLIC CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION, THAT THE SURVEY WAS MADE UNDER THE UNDERSIGNED'S PERSONAL DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLY WITH ALL THE REQUIREMENTS OF FLORIDA STATUTE 177, THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE AND THAT PERMANENT REFERENCE POINTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA.

SIGNED AND SEALED THIS 26th DAY OF July, A.D. 1981.

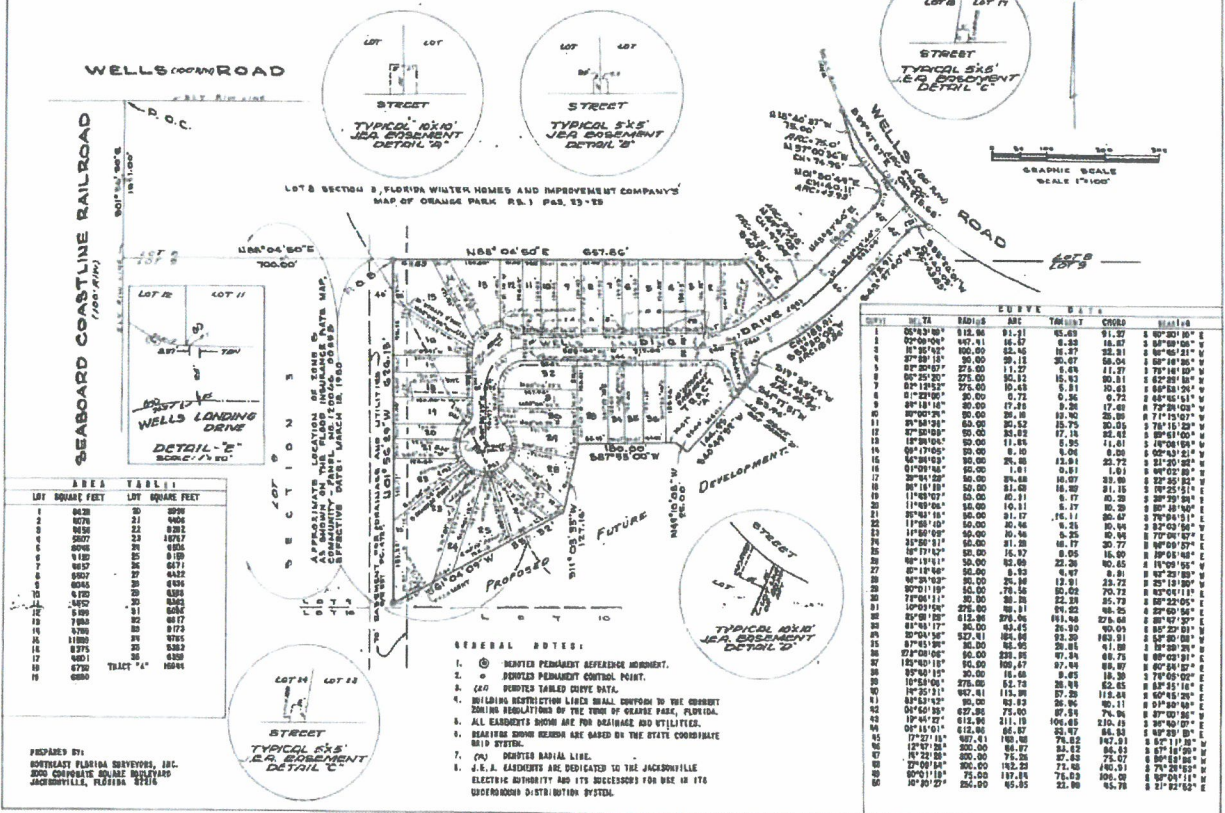
Thomas P. Hingemann  
REGISTERED LAND SURVEYOR NO. 2317  
STATE OF FLORIDA  
NORTHEAST FLORIDA SURVEYORS, INC.

# WELLS LANDING UNIT ONE

ORANGE PARK, CLAY COUNTY, FLORIDA.

This red stamp and signature certifies that the plat is correct and that the plat is in the public interest.  
 Notary Public  
 State of Florida  
 Seal of Clerk of Court

PLAT BOOK 16 PAGE 1



**AREA TABLE**

LOT	SQUARE FEET	LOT	SQUARE FEET
1	8638	21	8638
2	8638	22	8638
3	8638	23	8638
4	8638	24	8638
5	8638	25	8638
6	8638	26	8638
7	8638	27	8638
8	8638	28	8638
9	8638	29	8638
10	8638	30	8638
11	8638	31	8638
12	8638	32	8638
13	8638	33	8638
14	8638	34	8638
15	8638	35	8638
16	8638	36	8638
17	8638	37	8638
18	8638	38	8638
19	8638	39	8638
20	8638	40	8638

**CURVE DATA**

STATION	BEARING	RADIUS	ARC	TANGENT	CHORD	DELTA
1	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
2	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
3	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
4	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
5	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
6	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
7	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
8	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
9	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
10	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
11	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
12	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
13	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
14	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
15	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
16	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
17	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
18	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
19	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
20	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
21	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
22	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
23	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
24	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
25	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
26	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
27	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
28	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
29	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
30	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
31	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
32	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
33	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
34	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
35	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
36	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
37	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
38	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
39	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"
40	89°30'00"	91.51	6.43	91.51	91.51	90°00'00"

- GENERAL NOTES:**
1. CENTER PERMANENT REFERENCE MONUMENT.
  2. CENTER PERMANENT CONTROL POINT.
  3. CURVE TABLED CURVE DATA.
  4. BUILDING RESTRICTION LINES SHALL CONFORM TO THE SUBMITTING REGULATIONS OF THE TOWN OF ORANGE PARK, FLORIDA.
  5. ALL EASEMENTS SHOWN ARE FOR DRAINAGE AND UTILITIES.
  6. EXISTING BOUNDARIES ARE BASED ON THE STATE COORDINATE REFERENCE SYSTEM.
  7. (C) CENTER RADIAL LINE.
  8. A.R.A. EASEMENTS ARE DEDICATED TO THE JACKSONVILLE ELECTRIC AUTHORITY AND ITS SUCCESSORS FOR USE IN ITS UNDERGROUND DISTRIBUTION SYSTEM.

PREPARED BY:  
 HORTON & HORTON, INC.  
 2000 CORPORATE SQUARE BUILDING  
 JACKSONVILLE, FLORIDA 32202

PLAT BOOK 12 PAGE 42

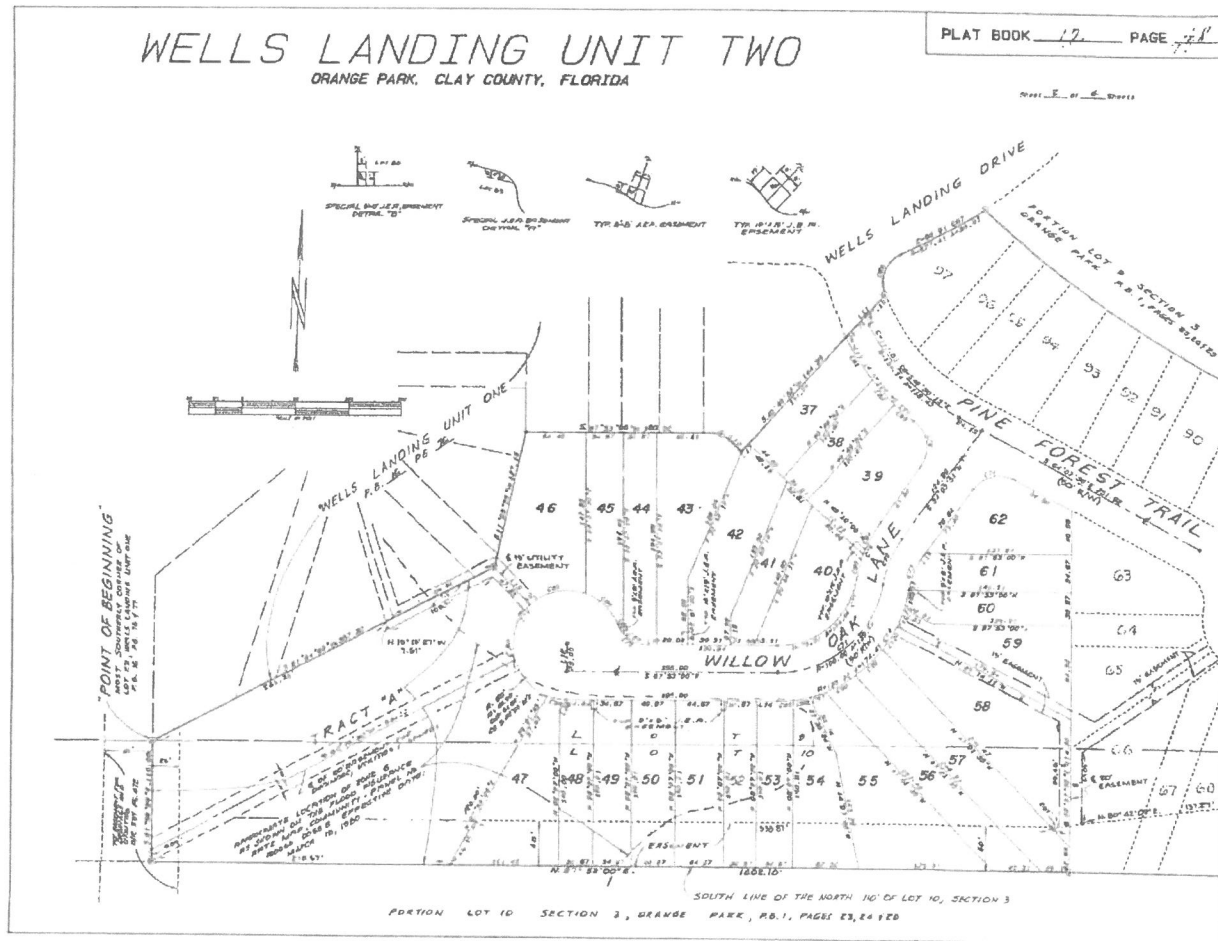
Prepared by :  
NORTHEAST FLORIDA SURVEYORS  
PO BOX CORPORATE SQUARE BLDG.  
JACKSONVILLE, FLORIDA 32218

# WELLS LANDING UNIT TWO

ORANGE PARK, CLAY COUNTY, FLORIDA

PLAT BOOK 17 PAGE 11

DEPT. OF 6 DATES



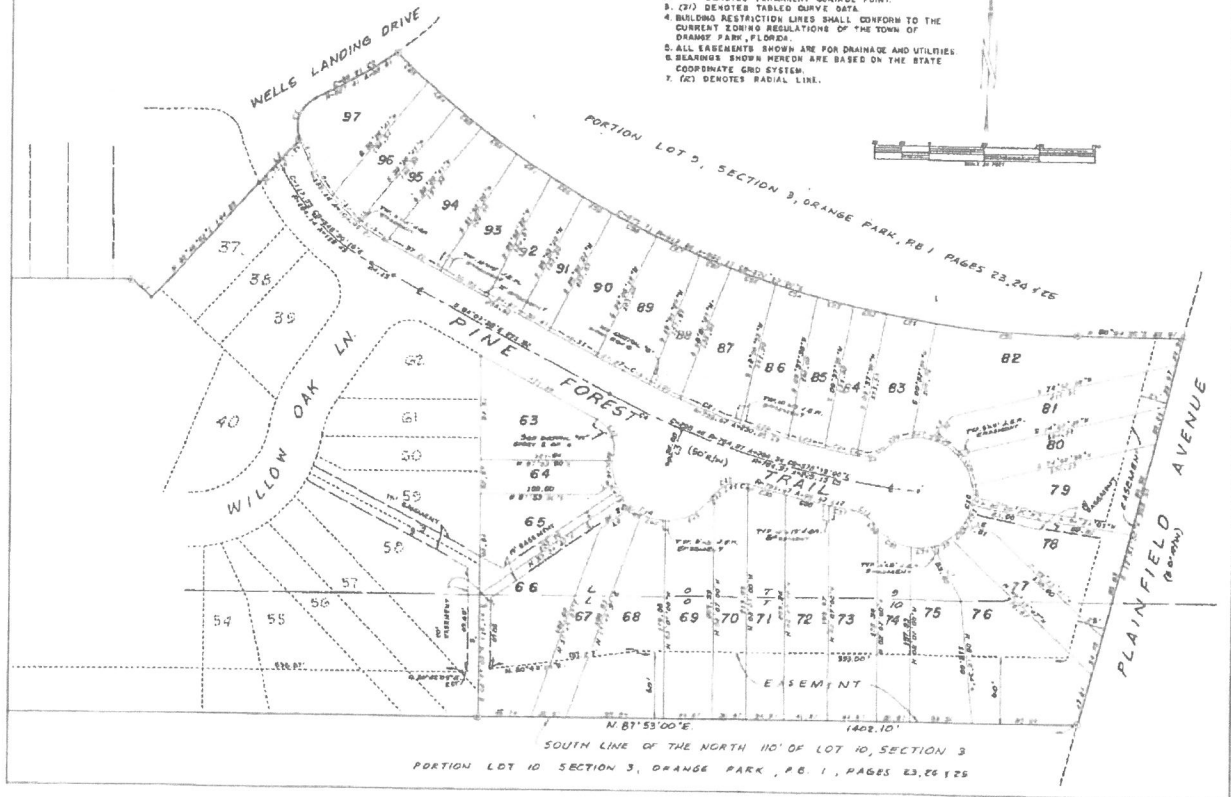
# WELLS LANDING UNIT TWO

ORANGE PARK, CLAY COUNTY, FLORIDA

PLAT BOOK PAGE

Sheet 3 of 6 Dunes

- GENERAL NOTES:
1. (B) DENOTES PERMANENT REFERENCE MONUMENT.
  2. (C) DENOTES PERMANENT CONTROL POINT.
  3. (D) DENOTES TABLED CURVE DATA.
  4. BUILDING RESTRICTION LINES SHALL CONFORM TO THE CURRENT ZONING REGULATIONS OF THE TOWN OF ORANGE PARK, FLORIDA.
  5. ALL EASEMENTS SHOWN ARE FOR DRAINAGE AND UTILITIES.
  6. BEARINGS SHOWN HEREON ARE BASED ON THE STATE COORDINATE GRID SYSTEM.
  7. (RCL) DENOTES RADIAL LINE.



# WELLS LANDING UNIT TWO

ORANGE PARK, CLAY COUNTY, FLORIDA

PLAT BOOK 17 PAGE 22

Sheet 2 of 2

**LIFE TABLE**

LINE	BEARING	DISTANCE
1	S 89° 25' 00" W	85.00
2	S 45° 15' 00" W	53.00
3	S 80° 25' 00" W	80.00
4	S 84° 50' 00" W	9.52
5	S 45° 40' 00" W	60.70
6	S 70° 30' 00" W	97.61
7	S 20° 15' 00" W	80.82
8	S 50° 50' 00" W	90.54
9	S 84° 50' 00" W	18.20
10	S 45° 10' 00" W	95.00
11	S 45° 15' 00" W	83.64
12	S 45° 10' 00" W	95.00
13	S 45° 10' 00" W	95.00
14	S 45° 10' 00" W	95.00
15	S 45° 10' 00" W	95.00
16	S 45° 10' 00" W	95.00
17	S 45° 10' 00" W	95.00
18	S 45° 10' 00" W	95.00
19	S 45° 10' 00" W	95.00
20	S 45° 10' 00" W	95.00
21	S 45° 10' 00" W	95.00
22	S 45° 10' 00" W	95.00
23	S 45° 10' 00" W	95.00
24	S 45° 10' 00" W	95.00
25	S 45° 10' 00" W	95.00
26	S 45° 10' 00" W	95.00
27	S 45° 10' 00" W	95.00
28	S 45° 10' 00" W	95.00
29	S 45° 10' 00" W	95.00
30	S 45° 10' 00" W	95.00

**CURVE TABLE**

CURVE	CHORD	ARC	ANGLE	CHORD	ARC	ANGLE
1	85.00	45.80	89.25	85.00	45.80	89.25
2	53.00	27.00	45.15	53.00	27.00	45.15
3	80.00	40.00	80.25	80.00	40.00	80.25
4	9.52	1.00	4.76	9.52	1.00	4.76
5	60.70	30.35	60.70	60.70	30.35	60.70
6	97.61	48.80	97.61	97.61	48.80	97.61
7	80.82	40.41	80.82	80.82	40.41	80.82
8	90.54	45.27	90.54	90.54	45.27	90.54
9	18.20	2.02	9.10	18.20	2.02	9.10
10	95.00	47.50	95.00	95.00	47.50	95.00
11	83.64	41.82	83.64	83.64	41.82	83.64
12	95.00	47.50	95.00	95.00	47.50	95.00
13	95.00	47.50	95.00	95.00	47.50	95.00
14	95.00	47.50	95.00	95.00	47.50	95.00
15	95.00	47.50	95.00	95.00	47.50	95.00
16	95.00	47.50	95.00	95.00	47.50	95.00
17	95.00	47.50	95.00	95.00	47.50	95.00
18	95.00	47.50	95.00	95.00	47.50	95.00
19	95.00	47.50	95.00	95.00	47.50	95.00
20	95.00	47.50	95.00	95.00	47.50	95.00
21	95.00	47.50	95.00	95.00	47.50	95.00
22	95.00	47.50	95.00	95.00	47.50	95.00
23	95.00	47.50	95.00	95.00	47.50	95.00
24	95.00	47.50	95.00	95.00	47.50	95.00
25	95.00	47.50	95.00	95.00	47.50	95.00
26	95.00	47.50	95.00	95.00	47.50	95.00
27	95.00	47.50	95.00	95.00	47.50	95.00
28	95.00	47.50	95.00	95.00	47.50	95.00
29	95.00	47.50	95.00	95.00	47.50	95.00
30	95.00	47.50	95.00	95.00	47.50	95.00

**CURVE TABLE**

CURVE	CHORD	ARC	ANGLE	CURVE	CHORD	ARC	ANGLE
31	85.00	45.80	89.25	61	85.00	45.80	89.25
32	53.00	27.00	45.15	62	53.00	27.00	45.15
33	80.00	40.00	80.25	63	80.00	40.00	80.25
34	9.52	1.00	4.76	64	9.52	1.00	4.76
35	60.70	30.35	60.70	65	60.70	30.35	60.70
36	97.61	48.80	97.61	66	97.61	48.80	97.61
37	80.82	40.41	80.82	67	80.82	40.41	80.82
38	90.54	45.27	90.54	68	90.54	45.27	90.54
39	18.20	2.02	9.10	69	18.20	2.02	9.10
40	95.00	47.50	95.00	70	95.00	47.50	95.00
41	83.64	41.82	83.64	71	83.64	41.82	83.64
42	95.00	47.50	95.00	72	95.00	47.50	95.00
43	95.00	47.50	95.00	73	95.00	47.50	95.00
44	95.00	47.50	95.00	74	95.00	47.50	95.00
45	95.00	47.50	95.00	75	95.00	47.50	95.00
46	95.00	47.50	95.00	76	95.00	47.50	95.00
47	95.00	47.50	95.00	77	95.00	47.50	95.00
48	95.00	47.50	95.00	78	95.00	47.50	95.00
49	95.00	47.50	95.00	79	95.00	47.50	95.00
50	95.00	47.50	95.00	80	95.00	47.50	95.00
51	95.00	47.50	95.00	81	95.00	47.50	95.00
52	95.00	47.50	95.00	82	95.00	47.50	95.00
53	95.00	47.50	95.00	83	95.00	47.50	95.00
54	95.00	47.50	95.00	84	95.00	47.50	95.00
55	95.00	47.50	95.00	85	95.00	47.50	95.00
56	95.00	47.50	95.00	86	95.00	47.50	95.00
57	95.00	47.50	95.00	87	95.00	47.50	95.00
58	95.00	47.50	95.00	88	95.00	47.50	95.00
59	95.00	47.50	95.00	89	95.00	47.50	95.00
60	95.00	47.50	95.00	90	95.00	47.50	95.00
61	95.00	47.50	95.00	91	95.00	47.50	95.00
62	95.00	47.50	95.00	92	95.00	47.50	95.00
63	95.00	47.50	95.00	93	95.00	47.50	95.00
64	95.00	47.50	95.00	94	95.00	47.50	95.00
65	95.00	47.50	95.00	95	95.00	47.50	95.00
66	95.00	47.50	95.00	96	95.00	47.50	95.00
67	95.00	47.50	95.00	97	95.00	47.50	95.00
68	95.00	47.50	95.00	98	95.00	47.50	95.00
69	95.00	47.50	95.00	99	95.00	47.50	95.00
70	95.00	47.50	95.00	100	95.00	47.50	95.00

**AREA TABLE**

LOT	BOUNDARY	LOT	BOUNDARY	LOT	BOUNDARY
1	3124	2	3124	3	3124
4	3124	5	3124	6	3124
7	3124	8	3124	9	3124
10	3124	11	3124	12	3124
13	3124	14	3124	15	3124
16	3124	17	3124	18	3124
19	3124	20	3124	21	3124
22	3124	23	3124	24	3124
25	3124	26	3124	27	3124
28	3124	29	3124	30	3124
31	3124	32	3124	33	3124
34	3124	35	3124	36	3124
37	3124	38	3124	39	3124
40	3124	41	3124	42	3124
43	3124	44	3124	45	3124
46	3124	47	3124	48	3124
49	3124	50	3124	51	3124
52	3124	53	3124	54	3124
55	3124	56	3124	57	3124
58	3124	59	3124	60	3124
61	3124	62	3124	63	3124
64	3124	65	3124	66	3124
67	3124	68	3124	69	3124
70	3124	71	3124	72	3124
73	3124	74	3124	75	3124
76	3124	77	3124	78	3124
79	3124	80	3124	81	3124
82	3124	83	3124	84	3124
85	3124	86	3124	87	3124
88	3124	89	3124	90	3124
91	3124	92	3124	93	3124
94	3124	95	3124	96	3124
97	3124	98	3124	99	3124
100	3124	101	3124	102	3124

This is a copy of the original on file in the office of  
Tara S. Grant  
Clerk of Circuit Court  
Clay County, Florida



20 April 22  
[Signature]

**Identification of Owners of Each Lot with Legal Description**

Owner(s)	Lot	Property Address	Legal Description
Aubrey E. McWilliams Macy C. McWilliams Michelle L. Brown	1	569 Wells Landing Drive Orange Park, FL 32073	Lot 1, Wells Landing Unit One, according to the map or plat thereof, as recorded in Plat Book 16, Page(s) 76 and 77, of the Public Records of Clay County, Florida.
Mary Frances Gentry	2	577 Wells Landing Drive Orange Park, FL 32073	Lot 2, Wells Landing Unit One, according to the map or plat thereof, as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of Clay County, Florida.
Charlotte Y. Dushane	3	581 Wells Landing Drive Orange Park, FL 32073	Lot 3, Wells Landing Unit One, according to the map or plat thereof, as recorded in Plat Book 16, Page(s) 76 and 77, of the Public Records of Clay County, Florida.
Mario E. Pacheco Alba R. Pacheco David M. Pacheco	4	585 Wells Landing Drive Orange Park, FL 32073  <u>Additional Mailing Address:</u> 1721 Loch Leven Court Orange Park, FL 32065  <u>Additional Mailing Address:</u> 2839 Circle Ridge Dr Orange Park FL 32065	Lot 4, Wells Landing Unit One, according to the plat thereof as recorded in Plat Book 16, pages 76 and 77, of the public records of Clay County, Florida.
Blanche H. Nail	5	593 Wells Landing Drive Orange Park, FL 32073	Lot 5 of Wells Landing Unit One, according to the Plat thereof recorded in Plat Book 16, Pages 76 and 77, of the Public Records of Clay County, Florida.
Thomas O. Powell, Jr.	6	597 Wells Landing Drive Orange Park, FL 32073	Lot 6, Wells Landing Unit One, according to the plat thereof recorded in Plat Book 16, Pages 76 and 77 of the public records of Clay County, Florida.
Sandra Ann Parker, Life Estate  Stacy Lynn Pinkerton, Scott David Parker and Steven Lee Parker, Joint Tenants with Right of Survivorship	7	601 Wells Landing Dr. Orange Park, FL 32073	Lot 7, Wells Landing Unit One, a Subdivision according to the Plat thereof recorded at Plat Book 16, Pages 76 and 77, in the Public Records of Clay County, Florida.
Susan B Oehler, Trustee	8	607 Wells Landing Dr.	Lot 8, Wells Landing, Unit 1, according to plat thereof as recorded in Plat Book 16, pages 76

**Identification of Owners of Each Lot with Legal Description**

Owner(s)	Lot	Property Address	Legal Description
Susan B. Oehler Living Trust		Orange Park, FL 32073	and 77, of the public records of Clay County, Florida.
John Mather Van Brocklin Dorothy Lee Van Brocklin	9	613 Wells Landing Dr. Orange Park, FL 32073	Lot 9, Wells Landing Unit One, according to the map or plat thereof, as recorded in Plat Book 16, Page(s) 76 and 77, of the Public Records of Clay County, Florida.
Kevin Scott Caldwell Michael Courtney Caldwell	10	617 Wells Landing Dr. Orange Park, FL 32073	Lot 10, Wells Landing Unit One, according to the plat thereof, as recorded in Plat Book 16, Page(s) 76 and 77, of the Public Records of Clay County, Florida.
Delores P. Lawson	11	621 Wells Landing Dr. Orange Park, FL 32073	Lot 11, Wells Landing, Unit One, according to plat thereof as recorded in Plat Book 16, Pages 76 and 77, public records of Clay County, Florida.
Diana E. Allen	12	625 Wells Landing Dr. Orange Park, FL 32073	Lot 12, Wells Landing, Unit One, according to plat thereof as recorded in Plat Book 16, pages 76 and 77, of the public records of Clay County, Florida.
Jeffrey B. Berk Elizabeth R. Berk	13	629 Wells Landing Dr. Orange Park, FL 32073	Lot 13, Wells Landing Unit One, according to plat thereof recorded in Plat Book 16, Pages 76 and 77, of the Public Records of Clay County, Florida.
Paul M. Berk Rebekah F. Berk	14	633 Wells Landing Dr. Orange Park, FL 32073	Lot 14, Wells Landing Unit One, according to the map or plat thereof, as recorded in Plat Book 16, Page(s) 76 and 77, of the Public Records of Clay County, Florida.
Denise D. Dailey	15	637 Wells Landing Dr. Orange Park, FL 32073	Lot 15, Wells Landing, Unit One, according to the plat thereof as recorded in Plat Book 16, pages 76 and 77, of the public records of Clay County, Florida.
Joint Heirs Properties, LLC	16	641 Wells Landing Dr. Orange Park, FL 32073  <b>Mailing Address: 2820 Holly Bay Road Orange Park, FL 32073</b>	Lot 16, Wells Landing Unit One, according to the plat thereof recorded in Plat Book 16, pages 76 and 77, of the public records of Clay County, Florida.
Stephen Vaughan Rivers	17	645 Wells Landing Dr. Orange Park, FL 32073	Lot 17 of Wells Landing Unit One, according to plat thereof as recorded in Plat Book 16, Page(s) 76 and 77, of the Public Records of Clay County, Florida.

**Identification of Owners of Each Lot with Legal Description**

Owner(s)	Lot	Property Address	Legal Description
Berchem Family Revocable Trust  Frederick W. Berchem and Maria V. Berchem, Trustees	18	649 Wells Landing Dr. Orange Park, FL 32073  <b>Mailing Address:</b> <b>2312 Keaton Chase Drive</b> <b>Fleming Island, FL 32003</b>	Lot 18, Wells Landing Unit One, according to plat thereof as recorded in Plat Book 16, Pages 76 and 77 of the public records of Clay County, Florida.
Sandra G. Leepart	19	655 Wells Landing Dr. Orange Park, FL 32073	Lot 19, Wells Landing, Unit One, according to plat thereof recorded in Plat Book 16, pages 76 and 77, of the public records of Clay County, Florida.
James C. Rhodes III Cynthia Lynn Stunich	20	659 Wells Landing Dr. Orange Park, FL 32073	Lot 20, Wells Landing Unit One, according to the map or plat thereof, as recorded in Plat Book 16, Page(s) 76 and 77, of the Public Records of Clay County, Florida.
Bartholomew Perry	21	663 Wells Landing Dr. Orange Park, FL 32073	Lot 21, Wells Landing Unit One, according to the plat thereof as recorded in Plat Book 16, Pages 76 and 77 of the Public Records of Clay County, Florida.
Charles Morris Woodmansee	22	667 Wells Landing Dr. Orange Park, FL 32073	Lot 22, Wells Landing Unit One, according to the map or plat thereof, as recorded in Plat Book 16, Page(s) 76 and 77, of the Public Records of Clay County, Florida.
Sherry D. Galloway	23	671 Wells Landing Dr. Orange Park, FL 32073	Lot 23, Wells Landing, Unit One, according to plat thereof recorded in Plat Book 16, pages 76 and 77, of the public records of Clay County, Florida.
William T. Hall Joyce K. Hall	24	675 Wells Landing Dr. Orange Park, FL 32073	Lot 24, Wells Landing Unit One, a Subdivision according to the Plat thereof recorded at Plat Book 16, Page 76, in the Public Records of Clay County, Florida.
Peter Cheney Connie L. Layton	25	679 Wells Landing Dr. Orange Park, FL 32073	Lot 25, Wells Landing Unit One, according to plat thereof as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of Clay County, Florida.
Thomas L. Fidler Sandra P. Fidler	26	674 Wells Landing Dr. Orange Park, FL 32073	Lot 26, Wells Landing Unit One, according to the plat thereof as recorded in Plat Book 16, Pages 76 and 77 of the Public Records of Clay County, Florida.
Yolanda Munoz	27	670 Wells Landing Dr. Orange Park, FL 32073	Lot 27, Wells Landing Unit One, according to Plat thereof as recorded in Plat Book 16, Pages 76 and 77 of the Public Records of Clay County, Florida.
Tanya Marsh	28	666 Wells Landing Dr. Orange Park, FL 32073	Lot 28, Wells Landing Unit One, according to the map or plat thereof, as recorded in Plat Book 16, Pages 76 and 77, of the Public Records of Clay County, Florida.

**Identification of Owners of Each Lot with Legal Description**

Owner(s)	Lot	Property Address	Legal Description
Nancy Wu Michael Freeman	29	662 Wells Landing Dr. Orange Park, FL 322073  <b>Mailing Address:</b> <b>1117 16<sup>th</sup> Street Apt 2</b> <b>Santa Monica, CA 90403</b>	Lot 29 of Wells Landing Unit One, according to plat thereof as recorded in Plat Book 16, Page(s) 76 and 77, of the Public Records of Clay County, Florida.
Cheryl A. Susser	30	658 Wells Landing Dr. Orange Park, FL 32073	Lot 30, Wells Landing Unit One, according to the map or plat thereof, as recorded in Plat Book 16, Page(s) 76 and 77, of the Public Records of Clay County, Florida.
Nancy S. Wu	31	654 Wells Landing Dr. Orange Park, FL 32073  <b>Mailing Address:</b> <b>1117 16<sup>th</sup> Street Apt 2</b> <b>Santa Monica, CA 90403</b>	Lot 31, Wells Landing Unit One, according to the plat thereof, as recorded in Plat Book 16, Pages 76 & 77, of the Public Records of Clay County, Florida.
Erin L. Gallagher	32	620 Wells Landing Dr. Orange Park, FL 32073	Lot 32, Wells Landing Unit One, according to plat thereof as recorded in Plat Book 16, Page(s) 76 and 77, of the Current Public Records of Clay County, Florida.
Roddey R. Fisher a/k/a Rodney R. Fisher  Mary P. Fisher	33	608 Wells Landing Dr. Orange Park, FL 32073	Lot 33, Wells Landing Unit One, according to plat thereof as recorded in Plat Book 16, Pages 76 and 77, of the public records of Clay County, Florida.
Kayla K. Dixon	34	604 Wells Landing Dr. Orange Park, FL 32073	Lot 34, Wells Landing Unit One, according to the plat thereof recorded in Plat Book 16, pages 76 and 77, of the public records of Clay County, Florida.
Donald H. Johnson	35	598 Wells Landing Drive Orange Park, FL 32073	Lot 35, Wells Landing Unit One, according to plat thereof as recorded in Plat Book 16, Pages 76 & 77 of the Public Records of Clay County, Florida.
Linda P. Foster, Life Estate  Jonathan Paul Foster, Remainderman	36	590 Wells Landing Drive Orange Park, FL 32073	Lot 36, Wells Landing, Unit One, according to plat thereof recorded in Plat Book 16, Pages 76 & 77 of the Public Records of Clay County, Florida.

**Identification of Owners of Each Lot with Legal Description**

Owner(s)	Lot	Property Address	Legal Description
<b>UNIT TWO</b>			
Travis Simpson Kristy Simpson	37	588 Pine Forest Trail Orange Park, FL 32073  <b>Mailing Address: 4150 Belfort Road Unit 550628 Jacksonville, FL 32255</b>	Lot 37, Wells Landing Unit Two, according to the plat thereof as recorded in Plat Book 17, Page 47, 48, 49 and 50, of the public records of Clay County, Florida.
Cheryl Crisp	38	584 Pine Forest Trail Orange Park, FL 32073	Lot 38, of Wells Landing Unit Two, a subdivision according to the plat thereof recorded in Plat Book 17, Pages 47 through 50, of the public records of Clay County, Florida.
Marie Lee Martin	39	580 Pine Forest Trail Orange Park, FL 32073	Lot 39, Wells Landing, Unit Two, according to Plat Book 17, Pages 47-50, in the public records of Clay County, Florida.
Jimmie R. Boatright Mary B. Boatright	40	567 Willow Oak Lane Orange Park, FL 32073	Lot 40, of Wells Landing Unit Two, Orange Park, Clay County, Florida according to the plat thereof recorded in Plat Book 17 pages 47 and 50 inclusive, of the Public Records of Clay County, Florida.
Samuel Maierhoffer	41	571 Willow Oak Lane Orange Park, FL 32073	Lot 41, Wells Landing Unit Two, according to the map or plat thereof, as recorded in Plat Book 17, Page(s) 47 through 50 inclusive, of the Public Records of Clay County, Florida.
Donna Ponder	42	573 Willow Oak Lane Orange Park, FL 32073	Lot 42, Wells Landing Unit Two, according to plat thereof as recorded in Plat Book 17, pages 47, 48, 49 & 50 of the public records of Clay County, Florida.
Lindsay Bane	43	579 Willow Oak Lane Orange Park, FL 32073	Lot 43 of Wells Landing Unit Two, according to the plat thereof as recorded in Plat Book 17, Page(s) 47 through 50 inclusive, of the Public Records of Clay County, Florida.
Deloris S. Bishop and Edgar Richard Roof, Life Estate  Todd Wesley Martin and Andrea Jane Schriefer, Joint Tenants with Rights of Survivorship	44	581 Willow Oak Lane Orange Park, FL 32073	Lot 44, Wells Landing Unit Two, according to plat thereof as recorded in Plat Book 17, Pages 47 through 50, of the public records of Clay County, Florida.
Shirley A. Dewey Revocable Trust  Shirley A. Dewey, Trustee	45	587 Willow Oak Lane Orange Park, FL 32073	Lot 45, Wells Landing Unit Two, According to the plat thereof as recorded in plat book 17, pages 47, 48, 49 and 50, of the Public Records Of Clay County, Florida.

**Identification of Owners of Each Lot with Legal Description**

Owner(s)	Lot	Property Address	Legal Description
Susan D. Smith	46	591 Willow Oak Lane Orange Park, FL 32073	Lot 46, Wells Landing, Unit Two (2), according to the plat thereof recorded in Plat Book 17, Page(s) 47, 48, 49 and 50 of the Public Records of Clay County, Florida.
Laura Beth Ritter, Life Estate Kristi E. Spinello, Remainderman	47	594 Willow Oak Lane Orange Park, FL 32073	Lot 47, Wells Landing Unit Two, according to plat thereof as recorded in Plat Book 17, pages 47, 48, 49 and 50, of the public records of Clay County, Florida.
Ruben Sanchez	48	590 Willow Oak Lane Orange Park, FL 32073  <b>Mailing Address:</b> 806 Park Boulevard Austin, TX 78751	Lot 48, Wells Landing, Unit Two, according to plat thereof recorded in Plat Book 17, Pages 47, 48, 49 and 50, of the current public records of Clay County, Florida.
Renee M. Comfort	49	586 Willow Oak Lane Orange Park, FL 32073  <b>Mailing Address:</b> PSC 817 Box 4296 FPO AE 09622-0043	Lot 49, of Wells Landing Unit Two, Orange Park, Clay County, Florida according the Plat thereof recorded in Plat Book 17 Pages 47 and 50 inclusive, of the Public Records of Clay County, Florida.
The Berchem Family Revocable Trust  Frederick W. Berchem and Maria V. Berchem, Trustees	50	582 Willow Oak Lane Orange Park, FL 32073  <b>Mailing Address:</b> 2312 Keaton Chase Drive Fleming Island, FL 32003	Lot 50, Wells Landing, according to the map or plat thereof, as recorded in Plat Book 17, Page(s) 47, 48, 49, and 50, of the Public Records of Clay County, Florida.
Harriet K. Sanders Lawrence K. Sanders (deceased)  Jennifer L. Elliott	51	574 Willow Oak Lane Orange Park, FL 32073	Lot 51, Wells Landing, Unit Two as per plat thereof, recorded in Plat Book 17, Page 47, 48, 49 and 50, of the Public Records of Clay County, Florida.
Susan E. Fleetwood	52	570 Willow Oak Lane Orange Park, FL 32073	Lot 52, Wells Landing, Unit Two, according to map or plat thereof as recorded in Plat Book 17. Page 47 through 50, inclusive, of the Public Records of Clay County, Florida.

**Identification of Owners of Each Lot with Legal Description**

Owner(s)	Lot	Property Address	Legal Description
Rudolph Rogers Robin O. West Rogers	53	566 Willow Oak Lane Orange Park, FL 32073	Lot 53 of Wells Landing Unit Two, according to the Plat thereof as recorded in Plat Book 17, Page 47 through 50, inclusive of the Public Records of Clay County, Florida.
Preston Glenn Scott Leah M. Dummich	54	564 Willow Oak Lane Orange Park, FL 32073	Lot 54 of Wells Landing Unit Two, according to the Plat thereof as recorded in Plat Book 17, Page 47 through 50, inclusive of the Public Records of Clay County, Florida.
Brenda A. Restivo	55	560 Willow Oak Lane Orange Park, FL 32073	Lot 55, of Wells Landing Unit Two, a subdivision according to the plat thereof recorded at Plat Book 17, Pages 47, 48, 49 and 50, in the Public Records of Clay County, Florida.
Matthew Little	56	556 Willow Oak Lane Orange Park, FL 32073	Lot 56, Wells Landing Unit Two, according to the map or plat thereof, as recorded in Plat Book 17, Page(s) 47 through 50 inclusive, of the Public Records of Clay County, Florida.
Carolyn Sue Nichols	57	554 Willow Oak Lane Orange Park, FL 32073	Lot 57, Wells Landing, Unit Two, according to plat thereof as recorded in Plat Book 17, Pages 47, 48, 49 and 50, of the Public Records of Clay County, Florida.
Roger D. Coursey	58	550 Willow Oak Lane Orange Park, FL 32073	Lot 58, Wells Landing, Unit Two, according to plat thereof as recorded in Plat Book 17, Pages 47, 48, 49 and 50, of the Public Records of Clay County, Florida.
Patricia A. Markham	59	546 Willow Oak Lane Orange Park, FL 32073	Lot 59, Wells Landing Unit Two, according to plat thereof as recorded in Plat Book 17, Pages 47, 48, 49 and 50 of the Public Records of Clay County, Florida.
Susan M. Allen	60	544 Willow Oak Lane Orange Park, FL 32073	Lot 60, Wells Landing Unit Two, according to plat thereof recorded in Plat Book 17, page 47, 48, 49 and 50, of the public records Clay County, Florida.
Elizabeth M. Torak, Life Estate  Scott Kevin Torak, Charles Torak, Jr. and Matthew Webb Torak, Joint Tenants with Rights of Survivorship	61	542 Willow Oak Lane Orange Park, FL 32073	Lot 61, Wells Landing Unit Two, according to plat thereof recorded in Plat Book 17, Pages 47, 48, 49 and 50, of the public records of Clay County, Florida.
Jeffrey W. Winistorfer Pamela K. Winistorfer	62	540 Willow Oak Lane Orange Park, FL 32073	Lot 62, Wells Landing Unit Two, according to the map or plat thereof, as recorded in Plat Book 17, Page 47 through 50, inclusive, of the Public Records of Clay County, Florida.
Sandra B. Staples	63	560 Pine Forest Trail Orange Park, FL 32073	Lot 63, Wells Landing Unit Two, according to plat thereof as recorded in Plat Book 17, Pages 47, 48, 49 and 50 of the Public Records of Clay County, Florida.

**Identification of Owners of Each Lot with Legal Description**

Owner(s)	Lot	Property Address	Legal Description
Stephanie Young	64	558 Pine Forest Trail Orange Park, FL 32073	Lot 64, Wells Landing Unit Two, according to the Plat thereof, recorded in Plat Book 17, Page(s) 47 to 50 of the Public Records of Clay County, Florida.
The Paul E. Truttschel Trust Paul E. Truttschel, Trustee	65	556 Pine Forest Trail Orange Park, FL 32073  <u>Mailing Address:</u> <b>PO Box 555</b> <b>Ark, VA 23003</b>	Lot 65, Wells Landing Unit Two, according to plat thereof as recorded in Plat book 17, pages 47, 48, 49 and 50 of the public records of Clay County, Florida.
Karla K. Rust Kirk Rust	66	548 Pine Forest Trail Orange Park, FL 32073	Lot 66, Wells Landing Unit Two, according to the map or plat thereof, as recorded in Plat Book 17, Pages 47, 48, 49 and 50, of the Public Records of Clay County, Florida.
Brett R. Markley Shelley M. Markley	67	546 Pine Forest Trail Orange Park, FL 32073	Lot Sixty-seven (67), Wells Landing, Unit Two, according to plat thereof recorded in Plat Book 17, pages 47-50 of the public records of Clay County, Florida.
Benjamin Cline Gilliam Colleen Sue Gilliam	68	544 Pine Forest Trail Orange Park, FL 32073	Lot 68, Wells Landing Unit Two, according to plat thereof as recorded in Plat Book 17, pages 47 through 50, inclusive, of the Public Records of Clay County, Florida.
Tor D. J. Delucia Lydia M. Michalsen	69	536 Pine Forest Trail Orange Park, FL 32073  <u>Mailing Address:</u> <b>185 Linkside Circle</b> <b>Ponte Vedra, FL 32082</b>	Lot 69, Wells Landing, Unit 2, according to the plat thereof recorded in Plat Book 17, Page 47, 48, 49 and 50, current Public Records of Clay County, Florida.
Thomas A. Walker Brenda Gail Walker	70	534 Pine Forest Trail Orange Park, FL 32073	Lot 70, Wells Landing Unit Two, according to the map or plat thereof, as recorded in Plat Book 17, Page(s) 47 through 50, inclusive, of the Public Records of Clay County, Florida.
Hall Family Trust Agreement  Robert L. Hall and Joene E. Hall, Trustees	71	532 Pine Forest Trail Orange Park, FL 32073	Lot 71, Wells Landing Unit Two, according to plat thereof recorded in Plat Book 17, Pages 47, 48, 49 and 50 of the public records of Clay County, Florida.
Lawrence F. McCain Mary E. McCain	72	530 Pine Forest Trail Orange Park, FL 32073	Lot 72, Wells Landing Unit Two, according to plat thereof recorded in Plat Book 17, Pages 47, 48, 49 and 50 of the public records of Clay County, Florida.

**Identification of Owners of Each Lot with Legal Description**

<b>Owner(s)</b>	<b>Lot</b>	<b>Property Address</b>	<b>Legal Description</b>
Gloria A. Sinclair	73	522 Pine Forest Trail Orange Park, FL 32073	Lot 73, Wells Landing Unit Two, according to the plat thereof as recorded in Plat Book 17, Pages 47, 48, 49 and 50 of the public records of Clay County, Florida.
Nancy S. Wu	74	520 Pine Forest Trail Orange Park, FL 32073  <b>Mailing Address:</b> <b>1117 16<sup>th</sup> Street No 2</b> <b>Santa Monica, CA 90403</b>	Lot 74, Wells Landing Unit Two, according to the Plat thereof, recorded in Plat Book 17, Page(s) 47 of the Public Records of Clay County, Florida.
Henry J. Wernet, Jr. Patricia A. Wernet	75	518 Pine Forest Trail Orange Park, FL 32073	Lot 75, Wells Landing Unit Two, according to plat thereof recorded in Plat Book 17, Pages 47, 48, 49 and 50 of the Public Records of Clay County, Florida.
Kevin M. Montalvo Zaida I. Montalvo	76	510 Pine Forest Trail Orange Park, FL 32073	Lot 76 of Wells Landing Unit Two, according to the Plat thereof as recorded in Plat Book 17, Page(s) 47-50, of the Public Records of Clay County, Florida.
Chad E. Black Shannon L. Black	77	508 Pine Forest Trail Orange Park, FL 32073	Lot 77, Wells Landing, Unit two, according to the map or plat thereof, as recorded in Plat Book 17, Page(s) 47 through 50, inclusive, of the Public Records of Clay County, Florida.
James T. McGovern	78	506 Pine Forest Trail Orange Park, FL 32073  <b>Mailing Address:</b> <b>1964 Salt Myrtle Lane</b> <b>Fleming Island, FL 32003</b>	Lot 78, Wells Landing, Unit Two, according to plat thereof as recorded in Plat Book 17, Pages 47, 48, 49 and 50 of the Public Records of Clay County, Florida.
Doris E. Spears	79	501 Pine Forest Trail Orange Park, FL 32073	Lot 79, Wells Landing, Unit Two, according to the plat thereof as recorded in Plat Book 17, Pages 47, 48, 49 and 50, of the Public Records of Clay County, Florida. Except that portion of Lot 79, Wells Landing Unit Two, as recorded in Plat Book 17, Pages 47 through 50, of the Public Records of Clay County, Florida, being more particularly described as follows: Begin at the Northwestern corner of said Lot 79 also being the Southwesterly corner of Lot 80, Wells Landing Unit Two, thence North 74 degrees 02 minutes 38 seconds East, along the line dividing said Lots 79 and 80, 170.23 feet to an intersection with the Northwestern right of way line of Plainfield Avenue (a 50 foot right of way as now established); thence South 12 degrees 51 minutes 50 seconds West, along said Northwestern right of way line, 4.57 feet; thence South 74 degrees 02 minutes 38 seconds West, 168.57 feet to an intersection with the arc of a curve, said

**Identification of Owners of Each Lot with Legal Description**

Owner(s)	Lot	Property Address	Legal Description
			curve lying in the Easterly right of way line of Pine Forest Trail as shown on said plat of Wells Landing Unit Two; thence Northerly along and around the arc of said curve and said Easterly right of way line being concave Westerly having a Radius of 50.00 feet and arc distance of 4.04 feet, said arc being subtended by a chord bearing and distance of North 08 degrees 19 minutes 38 seconds West, 4.04 feet to the point of beginning.
Kevin Michael McReynolds Victoria Denise McReynolds	80	505 Pine Forest Trail Orange Park, FL 32073	All of Lot 80 and the Northerly 4 feet of Lot 79, Wells Landing, Unit Two, as recorded in Plat Book 17, Pages 47 through 50 of the Public Records of Clay County, Florida, being more particularly described as follows: Begin at the Northwest corner of said Lot 80 also being the Southwest corner of Lot 81 of said Wells Landing Unit Two; thence Southeasterly along and around the arc of a curve and the Northwesterly right of way line of Pine Forest Trail as shown on said Plat of Wells Landing Unit Two being concave Southwesterly having a Radius of 50.00 feet and arc distance of 36.06 feet, said arc being subtended by a chord bearing and distance of South 26 degrees 40 minutes 39 seconds East, 35.29 feet to a Point on said curve; thence North 74 degrees 02 minutes 38 seconds East, 168.57 feet to an intersection with the Northwesterly right of way line of Plainfield Avenue (a 50 foot right of way as now established); thence North 12 degrees 51 minutes 50 seconds East, along said Northwesterly right of way line, 39.57 feet; thence South 74 degrees 02 minutes 38 seconds West, along the line dividing said Lots 80 and 81, 194.21 feet to the Point of Beginning.
Tommy L. Thomas	81	509 Pine Forest Trail Orange Park, FL 32073	Lot 81, Wells Landing Unit Two, according to the map or plat thereof, as recorded in Plat Book 17, Page(s) 47 through 50, of the Public Records of Clay County, Florida.
Reihel Revocable Trust Mary K. Reihel, Trustee	82	513 Pine Forest Trail Orange Park, FL 32073	Lot 82, of Wells Landing Unit Two, according to the Plat thereof, as recorded in Plat Book 17, at Pages 47 through 50, of the Public Records of Clay County, Florida.
Laurel A. Rodrick	83	521 Pine Forest Trail Orange Park, FL 32073	Lot 83, Wells Landing Unit Two, a subdivision according to the plat thereof recorded at Plat Book 17, Pages 47, 48, 49 and 50, in the Public Records of Clay County, Florida.
Emily Bennett Sturman f/k/a Emily Rebecca Bennett	84	525 Pine Forest Trail Orange Park, FL 32073	Lot 84, of Wells Landing Unit Two, Orange Park, Clay County, Florida according to the plat thereof recorded in Plat Book 17 pages 47 and 50 inclusive, of Public Records of Clay County, Florida.
Joyce G. Bryan, Life Estate Kenneth C. Bryan and Teresa B. Cornett, Remaindermen	85	529 Pine Forest Trail Orange Park, FL 32073	Lot 85, Wells Landing Unit Two, according to Plat thereof as recorded in Plat Book 17, Pages 47, 48, 49 and 50 of the Public Records of Clay County, Florida.
Bill, T. P. Calivas	86	533 Pine Forest Trail	Lot 86, Wells Landing Unit Two, according to plat thereof recorded in Plat Book 17, Pages 47,

**Identification of Owners of Each Lot with Legal Description**

Owner(s)	Lot	Property Address	Legal Description
Dena M. Calivas		Orange Park, Fl 32073	48, 49 and 50 of the public records of Clay County, Florida.
Ray F. Butts, Life Estate  Denise L. Mannoia, Dena M. Calivas, Sandra Phifer Fowler and Deborah Phifer Accordino, Joint Tenants with Rights of Survivorship	87	541 Pine Forest Trail Orange Park, FL 32073	Lot 87, Wells Landing Unit Two, according to the plat thereof, as recorded in Plat Book 17, Pages 47, 48, 49 and 50, in the public records of Clay County, Florida.
Janelle Montgomery	88	545 Pine Forest Trail Orange Park, FL 32073	Lot 88, Wells Landing Unit Two, according to plat thereof as recorded in Plat Book 17, pages 47, 48, 49 and 50 of the public records of Clay County, Florida.
E. Larry Wesley Lucinda D. Wesley	89	549 Pine Forest Trail Orange Park, Fl 32073	Lot 89 of Wells Landing, Unit Two, Orange Park, Clay County, Florida, according to plat thereof as recorded in Plat Book 17, pages 47 and 50, inclusive, public records of Clay County, Florida.
Linda Katherine Olsen	90	557 Pine Forest Trail Orange Park, FL 32073	Lot 90, Wells Landing, Unit Two, according to the plat thereof as recorded in Plat Book 17, pages 47 through 50 of the public records of Clay County, Florida.
Victor William Richmond	91	561 Pine Forest Trail Orange Park, FL 32073	Lot 91, Wells Landing Unit Two, according to the map of plat thereof, as recorded in Plat Book 17, Page(s) 47 through 50, of the Public Records of Clay County, Florida.
Darrian Clayton-Luce Oliver Clayton-Luce	92	565 Pine Forest Trail Orange Park, FL 32073	Lot 92 of Wells Landing Unit Two, according to the Plat thereof as recorded in Plat Book 17, Page(s) 47 through 50, of the Public Records of Clay County, Florida.
Mario E. Pacheco Alba R. Pacheco Thomas N. Pacheco Sarah Pacheco	93	569 Pine Forest Trail Orange Park, FL 32073  <b><u>Additional Mailing Address:</u></b> <b>1721 Loch Leven Court</b> <b>Orange Park, FL 32065</b>	Lot 93, Wells Landing Unit Two, according to the map or plat thereof, as recorded in Plat Book 17, Page(s) 47 through 50, of the Public Records of Clay County, Florida.
Kathleen C. Meitus	94	577 Pine Forest Trail Orange Park, FL 32073	Lot 94, Wells Landing Unit Two, according to the plat thereof as recorded in Plat Book 17, pages 47, 48, 49 and 50, of the public records of Clay County, Florida.
Cheryl Oliniger	95	581 Pine Forest Trail	Lot 95 of Wells Landing Unit Two, according to the plat thereof as recorded in Plat Book 17,

**Identification of Owners of Each Lot with Legal Description**

Owner(s)	Lot	Property Address	Legal Description
		Orange Park, FL 32073	Page(s) 47 through 50 inclusive, of the Public Records of Clay County, Florida.
Alice B. Fletcher, Life Estate Susan M. Hardy, Anne E. Till, and Maryalice Fletcher, Remainderman	96	585 Pine Forest Trail Orange Park, FL 32073	Lot 96, Wells Landing Unit Two, according to plat thereof as recorded in Plat Book 17, pages 47, 48, 49 and 50 of the public records of Clay County, Florida.
Steven C. Hess	97	589 Pine Forest Trail Orange Park, FL 32073	Lot 97, Wells Landing Unit Two, according to plat thereof as recorded in Plat Book 17, Pages 47 through 50, inclusive, of the Public Records of Clay County, Florida.

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

October 28, 2022

Hannah S. Rullo Esq.  
Ansbacher Law  
8818 Goodbys, Executive Drive, Suite 100  
Jacksonville, Florida 32217

**Re: Wells Landing Association, Inc.; Approval;  
Determination Number: 22207**

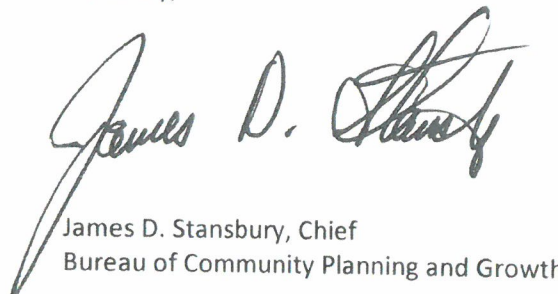
Dear Ms. Rullo:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Wells Landing Association, Inc. (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/bp/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
(850) 245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | [www.Facebook.com/FLDEO](https://www.Facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.