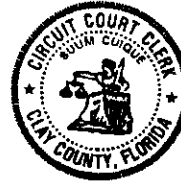


DL
13
O. P. BRANCH

THIS INSTRUMENT PREPARED BY
AND RECORD & RETURN TO:
Robert A. Ford, Esquire
FORD, JETER, BOWLUS,
DUSS & MORGAN, P.A.
10110 San Jose Blvd.
Jacksonville, FL 32257



Book: **1877**
Page: **0222**
Rec: **08/02/2000**
09:41 AM
File# **200031288**
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: **\$330.00**

LIST OF EXHIBITS:

Exhibit "A"=Certain real property in Clay County, Florida.
Exhibit "B"=Designed features of the Land which collect, convey,
channel, hold, inhibit, or divert the movements of stormwater.
Exhibit "C"=Articles of Cranes Landing Homeowners' Association
Exhibit "D"=Bylaws of Cranes Landing Homeowners' Association
Exhibit "E"=Additional Land
Exhibit "F"=Supplemental Declaration
Exhibit "G"=Landscaping and Signage Easement

**COVENANTS AND RESTRICTIONS OF
CRANES LANDING
AND
HAMMOCK GROVE**

RECITALS

CRANES LANDING OF ORANGE PARK, INC., a Florida corporation is the owner of certain real property in Clay County, Florida, more particularly described in **Exhibit "A"** hereto and in that certain Plat of Cranes Landing recorded in Plat Book 35, pages 35 through 38, inclusive, and that certain Plat of Hammock Grove recorded in Plat Book 35, pages 39 through 41, inclusive, all of the public records of Clay County, Florida. The Developer intends that, except as herein otherwise specifically set forth, each of the lots shown on the Plat will be used solely for residential purposes and, therefore, desires to place certain covenants and restrictions affecting the use of the land described in the Plat for the mutual benefit of all the owners of lots located therein, and further desires that these Covenants and Restrictions run with the title to the land so restricted. The Developer also anticipates that other land may be made subject to these Covenants and Restrictions at a future time and desires to provide for the annexation of such other lands so that the annexation itself and the subsequent administration of these Covenants and Restrictions for all affected lands be coordinated and in harmony.

NOW THEREFORE, the Developer, for itself and its successors and assigns, hereby restricts the use of all of the Land and places upon the Land the following covenants and restrictions, to run with the Land. The grantee of any deed conveying any Lot or any part thereof is deemed by the acceptance of such deed to have agreed to all such Covenants and Restrictions and to have covenanted to observe, comply with and be bound by all such Covenants and Restrictions as follows:

1. **DEFINITIONS.**

(a) **Additional Land.** "Additional Land means and refers to other lands located in Clay County, Florida, in the vicinity of the Land including the lands described in **Exhibit "E"** hereto. The Additional Lands are now or will be owned by the Sister Corporations or other entities but are not subject to these Covenants and Restrictions unless and until a supplemental declaration is filed in the public records as set forth in paragraph 32 below.

(b) **ARB.** "ARB" means and refers to the Architectural Review Board. The ARB is a standing committee of the Association charged under these Covenants with certain responsibilities regarding the improvements located or to be located on the Lots.

(c) **Articles.** "Articles" means and refers to the Articles of Incorporation of the Association.

(d) **Association.** "Association" means and refers to Cranes Landing of Florida Homeowners' Association, Inc., a corporation not-for-profit, organized or to be organized under the laws of the State of Florida, its successors and assigns.

(e) **Board of Directors.** "Board of Directors" means and refers to the Association's Board of Directors.

(f) **Builder.** "Builder" means and refers to any person or construction company which purchases a Lot for the purpose of constructing improvements thereon for resale.

(g) **Common Areas.** Common Areas mean and refer to parcels described in Exhibit "G" hereto and to parcels identified as Tracts A, B and C of the Cranes Landing Plat and Tracts A, B and C of the Hammock Grove Plat, and swales, drainage facilities, easements and drainage control structures located either within the Plat or outside of the Plat and comprising or located on all or any part of the Surface or

Stormwater Management System; and such other real property as may hereafter be conveyed to and accepted by the Association for the mutual welfare or benefit of the Owners.

(h) Developer. "Developer" means and refers to **Cranes Landing of Orange Park, Inc.**, a Florida corporation, and its successors and assigns. The term "Developer" will also mean and refer to the Sister Corporations or other entity with respect to Additional Lands annexed under these Covenants and Restrictions as such lands are annexed, but the rights and obligations of any Sister Corporation or other entity are restricted to the lands owned and annexed by that Sister Corporation or other entity.

(i) Lake. "Lake" means and refers to that area described as Tract B of the Cranes Landing Plat and Tract B of the Hammock Grove Plat and similar areas within the Additional Land upon annexation of any part thereof.

(j) Land. "Land" means and refers to the real property described on the Plat and such additional real property that may hereafter be annexed to these Covenants and Restrictions, and brought within the jurisdiction of the Association. Any such additional real property may be subject to other and further restrictions.

(k) Lot. "Lot" means and refers to any lot shown upon the Plat, and all other lots shown on any future recorded plat in the event such future plat shall be made subject to these Covenants and Restrictions, and be brought within the jurisdiction of the Association. "Lot" does not include or refer to any portion of the Land designated on the Plat for the general recreation and enjoyment of Owners.

(l) Occupant. "Occupant" means and refers to the person or persons other than the Owner in possession of a Lot and the Primary Residence.

(m) Owner. "Owner" means and refers to the record owner (including "Developer"), whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(n) Plat. "Plat" means and refers to the plat of Cranes Landing recorded in Plat Book 35, pages 35 through 38, inclusive, and the plat of Hammock Grove recorded in Plat Book 35, pages 39 through 41, inclusive, all of the public records of Clay County, Florida, and any future recorded plat of the Land or of the

Additional Land (or any part thereof) upon its annexation. Individually, the plat of Cranes Landing is referred to as the "Cranes Landing Plat" and the plat of Hammock Grove is referred to as the "Hammock Grove Plat".

(o) Primary Residence. "Primary Residence" means and refers to the single family residence constructed or to be constructed on a Lot.

(p) Sister Corporations. "Sister Corporations" means and refers to Cutters Point of Orange Park, Inc., Watermill of Orange Park, Inc., Brittany Bluff of Orange Park, Inc., and The Island of Orange Park, Inc. who are individually the owners of portions of the Additional Land.

(q) Subdivision. "Subdivision" means and refers to the lands within a Plat.

(r) Surface or Stormwater Management System. "Surface or Stormwater Management System" has the meaning described in paragraph 25 below and refers to the designed features of the Land which collect, convey, channel, hold, inhibit, or divert the movements of stormwater, as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof.

Unless the context otherwise requires, the use herein of the singular includes the plural and visa versa; the use of any gender includes all genders; and the use of the term "including" means "including without limitation". These Covenants and Restrictions shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Land by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

2. SINGLE FAMILY RESIDENCE ONLY; TWO STORY LIMIT. Without approval of the ARB, the height of the Primary Residence or any such out building shall not be more than two (2) full stories above the normal surface of the ground and in no event may any Primary Residence or permitted outbuilding exceed thirty-five feet (35') in height. No building situated on any Lot, or portion thereof, shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein contained shall be construed to prevent Developer from using any Lot for a right-of-way for road purposes or easements in which event Developer may abate, remove or revise the restrictions herein as Developer shall, in its sole discretion, deem proper.

3. **HOMEOWNERS' ASSOCIATION.** The Developer has formed the Association. Every Owner shall be a member of the Association and the Association shall have the powers, objectives, benefits and burdens set forth in its Articles of Incorporation and shall operate and conduct its business in accordance with its Articles and Bylaws (copies of which are attached hereto as **Exhibit "C"** and **Exhibit "D"**, respectively) as the same now exist or are hereafter modified, provided, however, that the following rules are intended to and shall prevail over any contrary provision contained in the Articles or Bylaws of the Association:

Class A Membership: Each Owner (except Developer) is a Class A member of the Association. Regardless of the number of parties owning an interest in a Lot, each Lot is allocated one vote.

Class B Membership: Developer is the sole Class B member of the Association and is allocated nine (9) votes for each Lot owned by it. Class B membership shall cease on the earlier of: (a) January 1, 2020, OR (b) when Developer no longer owns any Lot, OR (c) upon the Developer's election to terminate Class B membership, which election will be effective upon Developer's filing of written notice thereof in the public records of Clay County, Florida, OR (d) when seventy-five percent (75.0%) have been conveyed to Owners, or as otherwise provided in the By-laws. A vote is sometimes herein referred to as a "voting interest".

Notwithstanding the foregoing:

(a) Members other than the Developer are entitled to elect at least a majority of the members of the Board of Directors of the Association when the earlier of the following events occurs:

(i) Three (3) months after ninety percent (90.0%) of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Owners; or

(ii) Such other percentage of the Lots has been conveyed to Owners, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of the Lots.

(iii) For purposes of this paragraph, the term "Owners" excludes Builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale; the phrase "all phases of the community that will ultimately be operated by the Association" is intended to refer to all of the Subdivisions created or to be created within the Land and the Additional Land;

and the term "Developer" will refer to Cranes Landing of Orange Park, Inc. and any Sister Corporation(s) or other entity upon annexation of Additional Lands owned by that Sister Corporation or other entity; provided, however, that if more than one such entity falls within that definition, they will be considered a single entity and the voting interest will be solely exercised by Cranes Landing of Orange Park, Inc. or its designee.

(b) The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5.0%) of the Lots in all phases of the community that will ultimately be operated by the Association. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

The Association is created with the sole objectives of promoting the recreation, health, safety and welfare of the Owners. The Association shall oversee, administer, support, refurbish and maintain the Common Areas and other areas from time to time designated by the Board of Directors. The Common Areas may not be encumbered or conveyed in whole or in part without the prior written consent of at least two-thirds (2/3rds) of the Class A members.

Membership in the Association is appurtenant to and inseparable from ownership of a Lot. In the event the Association is dissolved, its assets shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

4. **COVENANT FOR MAINTENANCE ASSESSMENTS.** The Developer hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements and extraordinary expenses, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, are a charge on the land and are a continuing lien upon the Lot against which each such assessment is made from the date of filing of the claim of lien described below. Each such assessment, together with interest, costs and reasonable attorneys' fees, is the personal obligation of the person who was

the Owner at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvements and maintenance of the Common Areas; provided, however that the Association has determined that it is in the best interests of the Association and the Owners that the Association undertake to maintain the unpaved areas lying within the public right-of-way of Spencer Plantation Boulevard between the southerly extension of the easterly boundary of Hammock Grove and the easterly boundary of Cheswick Oaks Avenue, notwithstanding that those areas are not Common Areas and are subject to the rights of others, and that the Association claims no rights or only limited rights in or to those areas, the Association finds that the recreation, health, safety and welfare of the Owners is promoted and enhanced by undertaking such maintenance and, therefore, now joins the Developer in declaring that the Association will landscape, mow, trim, irrigate and maintain the subject area in a neat and orderly condition and the dues of the Association may be utilized for such purposes, subject always to the rights of appropriate public authority within the above described area.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall be \$200.00 per year.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year but not more than five percent (5%) above the maximum assessment for the previous year without the affirmative vote of a majority of the voting interests present in person or by proxy, represented in a meeting at which a quorum has been attained. A quorum for such purposes is thirty percent (30.0%) of the total voting interests.

The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum.

In addition to the annual assessments authorized above, each Lot is subject to a one-time capital assessment of \$150.00, which assessment comes due and is payable to the Association from the buyer of each Lot at the time of its conveyance from the Developer.

In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of advancing the purposes of the Association; provided that any such special assessment shall have the assent of a majority of the voting interests present in person or by proxy, represented in a meeting at which a quorum has been attained.

Written notice of any meeting called for the purpose of taking any action authorized above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

The presence of members or of proxies entitled to cast thirty percent (30.0%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Both annual and special assessments must be fixed at a uniform rate for all Lots in a Subdivision and may be collected on a monthly basis. Both special and annual assessments may be assessed in differing amounts for different Subdivisions based upon the state of development thereof, levels of services required, or other relevant factors. The Developer may be excused from such payments as permitted by law. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may charge a reasonable fee for the furnishing of such a certificate.

The annual assessments provided for herein shall commence as to a Lot upon the earlier of: (a) conveyance of the Lot to an Owner who is not the Developer or a Builder, (b) the occupancy of a Primary Residence on the Lot, (c) one (1) year from the conveyance of the Lot from Developer to a Builder, or (d) on December 31, 2003, as to Lots within the Hammock Grove and Cranes Landing Plats (it being understood that a later date may be established as to Additional Lands upon the annexation thereof).

Any assessment not paid within thirty (30) days after its due date shall be subject to the imposition of a late charge in the amount of Fifty and No/100 Dollars (\$50.00) and bear interest from the due date at the rate of eighteen percent (18.0%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot involved or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of its Lot. A claim of lien shall be filed in the public records of Clay County and served upon the defaulting Owner by hand delivery or certified mail, postage prepaid, not less than fifteen (15) days before commencing a foreclosure action. The lien shall date from the filing of the claim of lien. Service by mail shall be to the last address on the Association's records, or, in the alternative, to the last address on the Tax Collector's rolls for Clay County, Florida.

The lien for the assessments provided for in this Declaration is subordinate to the lien of any first mortgage without regard to when the assessment became due, the lien was created, or the first mortgage recorded. Although the sale or transfer of any Lot does not discharge or mitigate the effectiveness of an assessment lien, the sale or transfer of any Lot pursuant to a mortgage foreclosure or conveyance or proceedings in lieu thereof, without regard to the lien priority of the mortgage, except a purchase money mortgage in favor of an Owner who was an Owner when the assessment became due, shall extinguish the lien of such assessment as to payments which become due prior to the sale or transfer. However, no such foreclosure or other proceeding, sale or transfer shall relieve the Lot or the Owner from liability for any assessments thereafter becoming due or from the lien for any later assessments.

Nothing contained in this Declaration shall be construed to make the failure to pay assessments a default under any mortgage, nor shall any mortgagee be required to collect assessments.

The St. Johns River Water Management District has the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

5. **MOTORISTS' VISION TO REMAIN UNOBSTRUCTED.** The Developer and the ARB each have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush,

tree or other thing, natural or artificial, placed or located on any Lot, if the location thereof will, in the sole judgment and opinion of the ARB, obstruct the vision of the motorist upon any street.

6. **MINIMUM SQUARE FOOTAGE AND OTHER REQUIREMENTS FOR ANY PRIMARY RESIDENCE.** No Primary Residence shall be erected or allowed to remain on any Lot unless the area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed one thousand three hundred (1,300) square feet.

The ARB may make such greater or lesser area requirements as it may hereafter deem proper, provided such increase or decrease in area does not exceed ten percent (10.0%) of the above limit. Different restrictions allowing greater or lesser area may be imposed with respect to any additional real property annexed to the Covenants and Restrictions and brought within the jurisdiction of the Association.

7. **OTHER STRUCTURES.** Subject to the restrictions contained in paragraph 11 below, the following buildings, structures and objects may be erected and maintained on a Lot but only if located wholly within the rear yard of the Primary Residence: yards and houses for pets; garbage and trash cans; detached garages; hothouses; greenhouses; work shops; permanent storage sheds; bath houses; children's playhouses; outdoor barbecue pits; swimming pools or improvements in connection therewith. Each such object shall be constructed of ARB's approved construction materials and shall be walled, fenced or sufficiently landscaped, with heights and design and in such a manner that they are obstructed from view from the outside of the Lot. The maximum portion of a Lot covered by all buildings and structures shall not exceed that dictated by appropriate municipal code or zoning ordinance.

8. **SET BACK FOR ALL STRUCTURES.** No building shall be located on any Lot nearer than twenty feet (20') to the front lot line (and, in the case of corner Lots, to any abutting street, in the Hammock Grove Plat and the Cranes Landing Plat), nor nearer than seven and one-half feet (7.5') to any side lot line, nor nearer than fifteen feet (15') to the rear lot line. Distance between adjacent dwellings shall not be less than fifteen feet (15').

Notwithstanding the foregoing and subject to applicable zoning limitations, the ARB may reduce any set back limitation set forth herein in the event such a reduction is determined by the ARB to be necessary

or convenient to the use and enjoyment of the Lot and such reduction is not greater than one-third (1/3) of the limitation affected.

9. **RESUBDIVIDING OR PLATTING.** Developer reserves the right to resubdivide or replat any Lot or Lots shown on the Plat for any purposes whatsoever, including rights-of-way for road purposes and easements.

10. **FENCES AND HEDGES.** Fences or walls may not be built or maintained on any portion of any Lot except on the rear or side lot line and no closer to the front of the Lot than eight feet (8') rearward of the front of the Primary Residence. No fence or wall shall be erected nor hedge maintained higher than six feet (6') from the normal surface of the ground. No fence or wall shall be erected until the quality, style, color or design shall have been first approved by the ARB.

Without the express prior written consent of the ARB, no fence may be constructed on any Lot abutting a Lake.

In the event of the violation of the Covenants contained in this paragraph, the Developer or the ARB may summarily and without the permission or consent of the Owner, enter upon the Lot and remove the unpermitted fence and the Owner shall be and remain liable for all costs incurred in connection therewith which costs will be due and payable to the Association on the day of entry and removal and will thereafter bear interest at the rate of eighteen percent (18%) per annum. All such costs shall be secured by a lien on the Lot, which lien is created, evidenced and enforced and is subject to those limitations as provided for in paragraph 4 of these Covenants for the enforcement of payment of Association dues. Nor shall the ARB or the Developer or their agents or employees be liable to the Owner or any party claiming by, through or under the Owner for any damages to person or property arising out of such entry and removal.

Except as expressly provided herein to the contrary, all fences shall be constructed of wood or other material approved by the ARB or the Developer and shall be so constructed as to provide a continuous visual barrier of the type commonly known as "panel fences" or "shadowbox fences". All such fences shall be installed "good side out"; that is, horizontal stringers used to bind and support the fencing material will face the interior of the Lot. Chain link and barbed wire fences are prohibited. Fences at the rear of any Lot abutting a Lake will not exceed four feet (4') in height and will be of "picket" design.

11. **APPROVAL OF STRUCTURES.** For the purpose of further ensuring the development of the Land as a residential area of highest quality and standards, and in order that all improvements on each Lot present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. Each Lot shall be used for the purpose of constructing a Primary Residence thereon and for no other purpose, except as is specifically set forth herein. Except as herein otherwise provided, no structure may be erected, altered or permitted to remain on any Lot other than the Primary Residence and related domestic out buildings as set forth in paragraph 7 above. No building, and no other structure or improvement shall be erected or allowed to remain on any Lot, nor shall any additions or alterations thereto be made unless building plans and specifications describing those additions or alterations and showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation of the improvement on the Lot; construction schedule, including plans for the grading and landscaping of the Lot showing proposed removal of trees and natural vegetation and any changes proposed to be made in the elevation or surface contours of the Land, and such other information as the Developer shall require, have been submitted to and approved by the Developer in writing. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reason connected with future development plans of the Developer. Without limiting the generality of the foregoing, no basketball backboard may be placed or permitted to remain within twenty feet (20') of the front curb line.

Upon completion of construction of a Primary Residence on any Lot and the subsequent occupancy of the Primary Residence, and provided the construction of the Primary Residence complies with all requirements of the Developer imposed with respect to such construction, the Association will thereafter be vested with the rights of Developer reserved under this paragraph and with the right to enforce in its own name the conditions, limitations and restrictions herein set forth with respect to all improvements located or to be located upon that Lot. Developer may, but is not required to, record from time to time in the public records of Clay County, Florida, a certificate identifying any Lot or Lots coming within the jurisdiction of the

Association pursuant to the terms of this paragraph; provided, however, that the Developer's failure to record such a certificate will not deprive the Association of the rights to be transferred to it as above set forth. The Association may exercise its rights through the ARB.

Each Owner is responsible for and shall promptly repair and pay for the costs of repair in the event the Owner, its contractor, invitees, licensees or any other party invited or allowed to enter the subdivision by the Owner causes damage to landscaping (including grass), streets, rights of way, trees, signs, drainage facilities or utilities within the Land.

Neither the ARB, the Association, the Developer, nor the owner of any lands hereafter annexed to this Declaration, or any of their respective representatives, shall be liable in damages to anyone submitting plans for approval, or to any Owner or occupant of the Property, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve any plans. Any Owner making or causing any proposed improvements or additions on any portion of the Property agrees and shall be deemed to have agreed for such Owner, his personal representatives, heirs, successors and assigns, to hold the ARB, the Association, the Developer, and the owner of any land hereafter annexed to this Declaration, and all other Owners, harmless from any liability, damage to property, injury to persons, and from expenses or damages arising from the construction and installation of any proposed improvement, and such Owner shall be solely responsible for the maintenance, repair and insurance of any proposed improvement, and for assuring that such proposed improvement meets all applicable governmental approvals, rules and regulations. No approval as provided herein shall be deemed to represent or imply that the proposed improvement, if construction in accordance with the approved plans and specifications, will result in a properly designed or constructed improvement, or will meet all applicable building codes, governmental permits, or other governmental requirements.

12. **NO PARKING OF VEHICLES, BOATS, ETC.** Each Primary Residence shall be constructed with an attached garage capable of accommodating two standard sized automobiles. The garage shall be finished in an exterior finish of like kind, style and quality of the Primary Residence. No vehicles, boats, trailers, or other offensive objects may be kept on any Lot unless kept within the garage or obscured from street view in the rear yard by an approved privacy fence, provided, however, that no vehicles, boats,

trailers, or other offensive objects may be kept in the rear or side yard of any Lot abutting a Lake. Guest and delivery vehicles may be parked in driveways during normal and reasonable visits and deliveries. No vehicle may be parked on lawn areas at any time.

13. **WINDOW AIR CONDITIONERS AND CLOTHES LINES.** Window air conditioners are not permitted in any Primary Residence. No window air conditioners shall be installed in any detached building on a Lot without the prior written approval of the ARB. No outside clothes lines are permitted on any Lot.

14. **NO OVERHEAD WIRES.** All telephone, electric and other utility lines and connection between the main utility line and the Primary Residence and other buildings located on each Lot shall be located underground. The Developer has provided underground conduits to serve each Lot, and such conduit to each Lot shall be, become, and remain the property of the utility, subject to the use and enjoyment of the Owner of the Lot. Each Owner requiring original or additional electric, telephone or television service shall complete, at his own expense, the secondary electric service conduits, wires, conductors and other electric facilities from the point of the applicable transformer or primary service to the Primary Residence and all of the same shall be and remain the property of the Owner of the Lot. The Owner of each lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary utility system extending from the applicable transformer or primary service to the Primary Residence on his Lot.

15. **COMPLETION OF COMMENCED CONSTRUCTION.** When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The Primary Residence and all related structures shown on the plans and specifications approved by the Developer must be completed within nine (9) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. Prior to the completion of construction, the Owner shall install at his expense, a driveway approved by the Developer from the paved portion of the abutting street to his garage entrance.

16. **NO PICNIC AREAS PRIOR TO CONSTRUCTION.** No picnic areas and no detached outbuildings, tents, trailers or campers shall be erected or permitted to remain on any Lot prior to the start of construction of the Primary Residence thereon.

17. **NO SHEDS, SHACKS OR TRAILERS.** No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of adequate sanitary toilet facilities for workmen during the course of construction. Likewise, any contractor may maintain a trailer or portable construction building of attractive design on a Lot used for the construction of houses in this subdivision but such trailer or building may be so located for no longer than is required to complete the construction, in no case for more than twelve (12) months.

18. **RESIDING ONLY IN RESIDENCE.** No trailer, basement, garage, or any outbuilding of any kind other than an approved guest house shall be at any time used as a residence either temporarily or permanently.

19. **SIZE OF SIGNS.** No sign of any type shall be displayed or placed upon any Lot except "FOR SALE" signs, which signs may refer only to the Lot upon which the sign is displayed, and shall be of materials, size, height, and design specified by the ARB. One small, Developer approved sign may be used to denote the name of the Owner or occupant and the house number, provided such sign does not exceed one hundred fifty (150) square inches in size. The ARB may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph.

20. **AERIALS AND ANTENNAS.** No satellite dish(antenna), radio aerial or antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on a Lot unless and until the location, size and design thereof have been approved by the ARB.

21. **MAIL BOXES.** No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles has been approved by the ARB.

22. **PETS.** Not more than two dogs or two cats may be kept on any Lot and any such animals shall be kept solely for the pleasure and use of the occupants. No such animals shall be used for any commercial or breeding use or purpose. Such animals shall be controlled and restricted to the Lot by a method commonly used for that species. No animal shall be allowed to roam at large. If, in the sole opinion of the Board of Directors or the Developer, the animal or animals become dangerous or any annoyance or

nuisance in the neighborhood, they may not thereafter be kept on the Lot. Neither the Board of Directors nor the Developer assumes any obligation to any party for the enforcement of these pet restrictions.

23. **NO OFFENSIVE ACTIVITIES.** No illegal, noxious or offensive activity shall be permitted or carried on, on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain on any part of the Land or upon any land or lands contiguous thereto. All garbage and trash must be stored in closed containers and kept out of view until the day of pick-up. No fires for burning trash, leaves, clipping or other refuse shall be permitted on any Lot or road right-of-way. No trees or other flora shall be grown on or removed from any Lot for commercial purposes. The operation of any quarry, mine, strip mine or similar activity such as exploration for or removal of natural resources is not permitted.

Each Owner shall continuously maintain the Lot and unpaved portions of the public right of way abutting each Lot in a neat, clean and attractive condition, free of undergrowth and rubbish. Those portions of Lots which abut rights of way, drainage swales, and easements shall be maintained free of obstruction, mowed and without change in the contour thereof. Provided, however, that Developer reserves the right, prior to its sale of any Lot, to retain that Lot in its natural condition.

Each Owner shall, at his own expense, plant and maintain grass on and remove dead vegetation (including trees) from abutting rights of way.

24. **WELL LIMITATION; WATER AND SEWER RIGHTS; RECLAIMED WATER.** Clay County Utility Authority ("CCUA"), or its successors or assigns, has the sole and exclusive right to provide all water and sewer facilities an service to the Land. No well of any kind shall be dug or drilled on any of the Lots, or tracts, to provide water for use within the structures to be built, and no potable water shall be used within said structures, except potable water which is obtained from CCUA, or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot, or to be used exclusively for air conditioning; however, the location of said well must be approved by prior written consent of the Developer and the local Health Department. CCUA is hereby granted and has a non-exclusive, perpetual and unobstructed easement and right in and to, over and under the Land as

shown on the plat thereof for the purpose of ingress, egress, installation and/or repair of water facilities. Developer reserves the right to convey to CCUA all easements required to provide water facilities and service to the Land.

The Land is supplied with reclaimed, non-potable water for use in water irrigation systems in and around the Lots. The availability and use of reclaimed water is governed by CCUA. Each Owner will use the reclaimed water available to his Lot in accordance with rules, regulations, restrictions and guidelines promulgated from time to time by CCUA. Without limiting the generality of the foregoing, the following restrictions apply:

(a) The use of hose bibbs on the reclaimed water irrigation system is strictly forbidden. Under no circumstances shall hose bibb(s) be installed on irrigation systems using reclaimed water.

(b) In order to clearly identify irrigation system piping, color coded pipe is required. Irrigation piping shall use a purple color (Pantone purple, 522C) pipe per requirements of the Florida Administrative Code.

(c) Rain sensors shall be incorporated into the irrigation system. Rain sensors shall prevent the irrigation system from operating when soil moisture is adequate for healthy lawns and landscaping without additional watering.

(d) The irrigation system shall include an automatic control function. This control feature will allow the Owner to program the frequency and duration each zone within the irrigation system operates.

(e) The irrigation system shall be designed so that all the pervious area within the property is irrigated.

(f) Installation of low trajectory nozzles around swimming pools is recommended.

25. **SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.** The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) means the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District pursuant to Permit No. 42-019-0691nk-ERP and Permit No. 42-019-56928-1. Any repair or reconstruction

of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

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

The Owner of each Lot abutting a Lake must maintain the shoreline in a neat and clean condition, may not dispose of any material in the Lake or alter the contour or elevation of the shoreline. Each such Owner must maintain the slope of its Lot to the water's edge without alteration of that slope.

26. **EASEMENTS.** All easements shown on the Plat and not dedicated therein are and shall remain private easements and the sole and exclusive property of the Developer, its successors and assigns. In addition, the Developer reserves an easement 10 foot (10') in width along the front and back of each Lot, and five foot (5') in width along the sides of each Lot for drainage and utilities and for access, and an easement for installation, removal and maintenance of landscaping and signage over and upon the lands described in **Exhibit "G"** hereto. The Developer has the unrestricted right and power of alienating and releasing such easements. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment placed on, over or under the property which is subject to said easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements or structures upon said easements. In the event any Owner constructs any improvements or structures on the easement shown on the Plat, the Owner of the Lot subject to said easement shall remove said improvements or structures upon written request of Developer, its successors, trustees, or assigns.

Each Owner is granted an easement and right of enjoyment in the Common Areas, which easement is appurtenant to the title to the Lot owned by the Owner and may not be severed from it.

27. **CONSERVATION AREAS.** "Conservation Area" or "Conservation Areas" shall mean and refer to all of such areas designated as such on any Plat.

The Conservation Areas are hereby declared to be subject to a Conservation Deed Restriction in favor of the Developer, its successors and assigns, for the purpose of retaining and maintaining the Conservation Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this, each of the following uses of the Conservation Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to-wit:

- (a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Areas; and
- (b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and
- (c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Areas; and
- (d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substances in such a manner as to affect the surface of the Conservation Areas; and
- (e) Any use which would be detrimental to the retention of the Conservation Areas in their natural condition;
- (f) Acts or uses detrimental to such retention of land or water areas.

The Conservation Areas hereby created and declared shall be perpetual.

The Developer, its successors and assigns, and the St. Johns River Water Management District shall have the right to enter upon the Conservation Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Developer, and all subsequent owners of any land upon which there is located any Conservation Area shall be responsible for the periodic removal of trash and other debris which may accumulate on such parcel.

The prohibitions and restrictions upon the Conservation Areas as set forth in this paragraph may be enforced by the St. Johns River Water Management District by proceedings at law or in equity including,

without limitation, actions for injunctive relief. The provisions in this Conservation Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Areas, and shall be binding upon and shall inure to the benefit of the Developer, and its successors and assigns. Upon conveyance by the Developer to third parties of the Conservation Area, the Developer shall have no further liability or responsibility hereunder.

28. **DEVELOPER MAY CORRECT VIOLATIONS.** Wherever there has been built or there exists on any Lot any structure, building, thing or condition which is in violation of these Covenants and Restrictions, the Developer and the Association shall each have the independent right, but no obligation, to enter upon the Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Owner of the Lot, which expense shall be payable by such Owner to the Developer or the Association, as appropriate, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Developer or the Association liable for any damages on account thereof. Any advance by the Developer or the Association under the terms of this paragraph shall bear interest at the maximum rate allowed by law from the date of advance and shall be enforced in the manner provided in paragraph 4 above.

29. **APPROVAL OF DEVELOPER OR ARB.** Wherever in these Covenants and Restrictions the consent or approval of the Developer or the ARB is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Developer or the ARB, as appropriate. Such request shall be sent to the Developer or the ARB, as appropriate, postage prepaid, by registered or certified mail with return receipt requested. In the event that the Developer or the ARB fails to act on any such written request within thirty (30) days after the same has been received by it, the consent or approval to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person submitting such written request which violates any of the Covenants and Restrictions herein contained.

30. **DEVELOPER MAY DESIGNATE A SUBSTITUTE.** The Developer has the sole and exclusive right at any time, and from time to time, to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these Covenants and Restrictions. If at any time hereafter there shall be no person, firm or corporation entitled to exercise these rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

31. **AMENDMENTS OR ADDITIONAL RESTRICTIONS.** The approval of at least two-thirds (2/3rds) of the Owners is required to amend these Covenants. The Developer reserves the right, subject to the restrictions herein contained, to cure any ambiguity in or any inconsistency among the provisions contained herein, and to release any Lot from any part of the Covenants and Restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer in its sole judgment, determines such violation to be a minor or insubstantial violation.

The Developer reserves and shall have the sole right (but not the obligation) to amend these Covenants and Restrictions by the addition of those provisions required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or any other agency or department of the government of the United States as a condition to the granting or insuring of any VA or FHA mortgage loan. Such amendment may be made by the Developer without the consent, approval or joinder of any other party, and without notice, and shall be effective upon Developer's written declaration of amendment recorded in the public records of Clay County, Florida. Developer's right to so amend shall terminate upon the earlier of: (a) the Developer's written declaration of termination of right to amend recorded in the public records of Clay County, Florida, OR (b) the termination of Class B membership in the Association pursuant to paragraph 3 above.

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

32. **ANNEXATION**. The Additional Land may be annexed (*i.e.*, subject to the terms of this Declaration and brought within the jurisdiction of the Association) in whole or in part within fifteen (15) years of the date of recording of this Declaration; provided, however, that for so long as Class B membership exists in the Association, the Veterans' Administration and the Department of Housing and Urban Development must approve such annexation; and provided further, that such lands are owned by the Sister Corporations, or any of them, or their successors or assigns. The Association now recognizes the benefit of coordinated development and integrated administration of neighboring land and, therefore, now grants each of the Sister Corporations the right, in their individual and sole discretion, to annex that portion of the Additional Lands owned by them. The Owners may also annex other lands upon the approval of two-thirds (2/3rds) of the Owners given at any regular or special meeting or by written consent.

The annexation of additional real property will be evidenced by a recorded document signed by the owner of the annexed real property in substantially the form attached hereto as **Exhibit "F"** (the "Supplemental Declaration"), which document may contain other or further restrictions, or restrictions which vary from those herein contained; provided only, that such other or further restrictions or variations are, in the Developer's opinion, reasonable and necessary for the administration of such real property. The Sister Corporation may modify the form of Supplemental Declaration to incorporate the specifics required therein as it determines, may add or delete provisions as is necessary to reflect the specific type of dwellings to be constructed on the Development Parcel, or may subject the Development Parcel to additional terms and conditions as provided herein. The Supplemental Declaration must contain a description of the surface water or stormwater management system appropriate for the subject lands and identify the applicable St. Johns River Water Management District Permit and must otherwise comply with rules, regulations and rulings pertaining to the annexation.

In the event that any Additional Land is annexed pursuant to the provisions of this paragraph, then such lands shall be considered within the definition of "Land" for all purposes of this Declaration, and each

Owner of a Lot within the annexed land will be a Class A or Class B member and the votes of members of the respective classes, shall be adjusted accordingly. In the event that the Additional Land is not annexed as provided herein, this Declaration shall not be construed as a lien, encumbrance or burden on the Additional Land. In no event will the rights or obligations herein granted or undertaken be deemed to impair the full rights of the Sister Corporations in or to lands owned by them unless and until the filing of the Supplemental Declaration in the public records of Clay County, Florida, and then only as to the lands described therein.

The Sister Corporation will give written notice of its intention to the Association, which notice must include a copy of the proposed Supplemental Declaration, together with a survey of the parcel to be developed ("Development Parcel"). Within thirty (30) days of receipt of the documents described above, the Board of Directors is hereby authorized and required to execute the Supplemental Declaration on behalf of the Association (provided that the Development Parcel is located within the Additional Land) and to cause such Supplemental Declaration to be recorded in the public records of Clay County, Florida. The Supplemental Declaration shall be executed by the President or Vice President of the Association with the formality of deed under Florida law.

Upon recording of the Supplemental Declaration in the public records of Clay County, Florida, the Development Parcel shall be subject to all terms and conditions of the Declaration, except as follows:

(a) The obligation to pay Assessments and the lien to enforce collection shall be deferred as indicated in paragraph 4 above. Provided, however, until such time as the Owners of thirty percent (30%) of the Lots contained within the Development Parcel are obliged to pay Assessments to the Association, the Owner of the Development Parcel shall pay the costs and expenses of maintaining all Common Areas (as hereinafter defined) within the Development Parcel. At such time as the Owners of thirty percent (30%) of the Lots within the Development Parcel are obliged to pay Assessments to the Association, the owner of the Development Parcel shall convey the Common Areas located within the Development Parcel to the Association, free and clear of all liens and encumbrances, and at no cost to the Association. Upon such conveyance, the Association shall commence to maintain such Common Area, and such Development

Parcel Common Area shall be subject to all the same terms, conditions, restrictions and easements as all the Common Area described in the Declaration.

(b) The improvements to be constructed on the Lots within the Development Parcel shall be initially exempt from the provisions of paragraph 11 and the approval of the ARB. The Developer of the Development Parcel shall be empowered to approve or disapprove the exterior design and appearance of all initial improvements to the Lots within the Development Parcel. All buildings, structures and improvements to be made within the Development Parcel shall be subject to the approval of that Developer utilizing the procedures and restrictions set out in paragraph 11 above until the Developer determines, in its sole discretion, to assign its rights and obligations to the ARB.

(c) In addition to the foregoing, the Developer of the Development Parcel shall have the right, as to the Development Parcel, to:

- (i) Alter the minimum area as provided in paragraph 6.
- (ii) Approve construction materials as provided in paragraph 7.
- (iii) Approve variations in set back lines as provided in paragraph 8.
- (iv) Approve the composition, location, color and height of any fence or wall to be constructed on any Lot within the Development Parcel as set forth in paragraph 10.
- (v) Approve the installation of window air conditioners as provided in paragraph 13.
- (vi) Approve signs as provided in paragraph 19.
- (vii) Approve the location, size and design of aerials and antennae as provided in paragraph 20.
- (viii) Approve the size, location, design and type of material for mailboxes as provided in paragraph 21.

And, in general, exercise the rights, judgments and powers herein reserved the ARB with respect to the Development Parcel until the assumption of those powers and rights by the ARB as provided above.

Upon annexation of a Development Parcel, the Developer of the Development Parcel will assume the rights reserved herein for Developer.

During the period of time that the Developer of a Development Parcel is developing the Development Parcel or a Builder is building and marketing dwellings on the Lots within the Development

Parcel, such person or entities shall be entitled to place such signs on the Development Parcel and rights-of-way of the Development Parcel and the rights-of-way within five hundred feet (500') of the Development Parcel as they deem necessary and convenient to market the Lots within the Development Parcel, and such persons or entities shall be exempt from the restrictions of paragraph 19.

For so long as the Developer of a Development Parcel is developing that parcel or a Builder is building and marketing Lots within the Development Parcel, such persons or entities shall be entitled to install and use a sales trailer or other temporary building on the Development Parcel and the restrictions set forth in paragraph 17 are waived, except that any sales trailer or other temporary building shall be aesthetically pleasing with appropriate landscaping and parking areas.

Until a Development Parcel is subjected to the terms and conditions of the Declaration by recording of a Supplemental Declaration in the manner set forth herein, the Declaration, including the terms and conditions set forth herein, shall not constitute a lien or encumbrance on the Additional Land, which, until so annexed, may be conveyed free and clear of the terms and conditions of the Declaration. No Sister Corporation is obliged to annex the Additional Land or subject it to the Declaration.

Upon recording the Supplemental Declaration annexing a Development Parcel and the conveyance of the Primary Residence constructed thereon to persons who reside therein, the Owner of the Lot shall be members of the Association with the same voting rights as all other Owners and, except as expressly provided to the contrary herein, the Owners have all the rights and obligations as any other Owner and the Lots shall be fully subject to these Covenants and Restrictions.

(d) The Developer of a Development Parcel shall have the rights and responsibilities reserved to Developer under paragraph 11 as to the Development Parcel, until such time as a third party occupies the Primary Residence. Thereafter any proposed improvement shall be subject to ARB approval in the manner set forth in the Declaration.

(e) The rights of the Developer of a Development Parcel are applicable only to the Additional Land and do not affect or otherwise modify the rights and obligations of the ARB with respect to the remainder of the Land.

33. **ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS.** No Lot Owner, other than Developer may impose any additional Covenants and Restrictions on any part of the Land without the prior written consent and approval of the Developer.

34. **RESTRICTIONS EFFECTIVE PERIOD.** These Covenants and Restrictions, as amended from time to time, unless released as herein provided, shall be deemed to be Covenants and Restrictions running with the title to the Land, and shall remain in full force and effect until the twenty-fifth (25th) anniversary of this Declaration, and thereafter, these Covenants and Restrictions shall be automatically thereafter extended for additional consecutive five (5) year periods until terminated by the action of the owners of a majority of the Lots.

35. **APPLICATION OF COVENANTS AND RESTRICTIONS TO PURCHASERS AT FORECLOSURE.** Should any mortgage, deed of trust or other lien, consensual or nonconsensual, be foreclosed on the Land, or any Lot, the title acquired in connection with such foreclosure shall be subject to and bound by these Covenants and Restrictions.

36. **LEGAL ACTION ON VIOLATION.** If any person, firm or corporation, or other entity violates or attempts to violate any of these Covenants and Restrictions, it shall be lawful for the Developer or any Owner (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such Covenants and Restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such Covenants and Restrictions, for the purposes of preventing or enjoining all or any such violations or attempted violations, PROVIDED, HOWEVER, that the Owner shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against the Developer until reasonable notice and opportunity to cure have been provided to the Developer for violating any of these Covenants and Restrictions. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, to enforce any Covenants and Restrictions or any obligation, right, power, privilege, authority, or reservation herein contained, however long contained, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same violation or any future violations. Nothing contained herein shall be deemed to obligate Developer to take any action

or institute any proceeding to enforce any provision hereof nor shall Developer be liable to any person or entity for its failure or refusal to enforce any provision of these Covenants and Restrictions. Owners in violation of this Declaration are obliged to pay attorneys' fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon and to the Developer or the Association (as the case may be) in the event an attorney is employed by either to enforce or defend the restrictions or rights herein contained, whether suit be brought or not. All restrictions herein contained are several and independent. The invalidity of one or more or any part of one shall in no way impair the validity of the remaining restrictions or part hereof.

If any provision of these Covenants and Restrictions is to any extent found by a court of competent jurisdiction to be invalid or unenforceable, neither the remainder of this Declaration, nor the application of the provision to other persons, entities, or circumstances, shall be affected thereby, but instead shall be enforced to the maximum extent permitted in law or equity.

IN WITNESS WHEREOF, these Covenants and Restrictions have been executed this 19th day of July, 2000.

In the Presence of:

CRANES LANDING OF ORANGE PARK, INC.

Susan D. Wood
Witness #1
Susan D. Wood [Printed Name]
Sandra Spencer
Witness #2
Sandra Spencer [Printed Name]

By: William R. Howell II
William R. Howell, II, President

STATE OF FLORIDA
COUNTY OF Clay

The foregoing COVENANTS AND RESTRICTIONS OF CRANES LANDING AND HAMMOCK GROVE was acknowledged before me this 19 day of July, 2000, by William R. Howell, II, as President of CRANES LANDING OF ORANGE PARK, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or produced as identification

Sandra Spencer
Notary Public, State and County Aforesaid (Signature)
Sandra Spencer
Name of Notary Public (Typed, Printed or Stamped)
My Commission Expires: _____

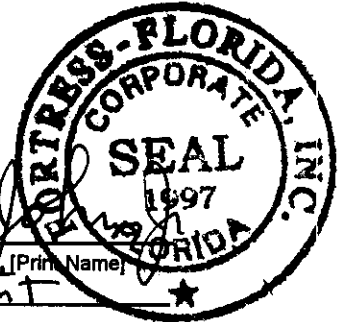


JOINDER

The undersigned, being the owner of Lots 45 and 46 of the Cranes Landing Plat now joins in the foregoing Covenants and Restrictions of Cranes Landing and Hammock Grove (the "Declaration") for the purpose of submitting those Lots to the Declaration and the same are now submitted to and declared to be subject to the Declaration for all purposes.

In the Presence of:

FORTRESS-FLORIDA, INC.,
a Delaware corporation



Susan D. Wood
Witness #1
Susan D. Wood [Printed Name]

By: Kenneth L. Johns Jr.
Kenneth L. Johns Jr. [Print Name]
Its: Vice President

Patti Coston
Witness #2
Patti Coston [Printed Name]

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 19 day of July, 2000, by Kenneth L. Johns Jr., as President of FORTRESS-FLORIDA, INC., a Delaware corporation, on behalf of the corporation, who is personally known to me or produced as identification.

Patti Coston
Notary Public, State and County Aforesaid (Signature)

Name of Notary Public, Patti Coston, State of Florida, My Commission Expires Aug. 10, 2003
Comm. No. CC861955

Exhibit "A"

A subdivision of a part of Section 3, Township 4 South, Range 25 East, Clay County, Florida, and being more particularly described as follows:
Begin at the southwest corner of Lot 73, Olde Sutton Parke, according to map recorded in Plat Book 30, pages 17, 18, 19 and 20 of the public records of said county; thence on the boundaries of said Olde Sutton Parke, run the following three courses:

- (1) South 89 degrees 37 minutes 24 seconds East, 273.65 feet;
- (2) on the arc of a curve concave southeasterly and having a radius of 530.00 feet, an arc distance of 133.36 feet, said arc being subtended by a chord bearing and distance of North 24 degrees 14 minutes 39 seconds East, 133.01 feet;
- (3) North 31 degrees 27 minutes 09 seconds East, 170.16 feet to the southwest corner of Lot 44, Olde Sutton Forest, according to map recorded in Plat Book 31, pages 48, 49, 50 and 51 of said public records;

thence on the boundaries of said Olde Sutton Forest, run the following five courses:

- (1) South 56 degrees 32 minutes 31 seconds East, 100.00 feet;
 - (2) North 89 degrees 28 minutes 42 seconds East, 70.73 feet;
 - (3) South 64 degrees 43 minutes 31 seconds East, 107.92 feet;
 - (4) South 74 degrees 40 minutes 34 seconds East, 86.38 feet;
 - (5) South 82 degrees 21 minutes 19 seconds East, 45.82 feet;
- thence South 00 degrees 10 minutes 13 seconds West, 126.56 feet;
thence South 89 degrees 44 minutes 47 seconds East, 31.38 feet;
thence South 00 degrees 10 minutes 13 seconds West, 773.11 feet;
thence South 30 degrees 11 minutes 57 seconds West, 80.20 feet;
thence on the arc of a curve concave southerly and having a radius of 625.00 feet, an arc distance of 358.02 feet, said arc being subtended by a chord bearing and distance of North 88 degrees 41 minutes 28 seconds West, 353.14 feet;
thence on the arc of a curve concave northerly and having a radius of 450.00 feet, an arc distance of 385.54 feet, said arc being subtended by a chord bearing and distance of North 80 degrees 33 minutes 26 seconds West, 579.85 feet;
thence on the arc of a curve concave southwesterly and having a radius of 1050.00 feet, an arc distance of 269.41 feet, said arc being subtended by a chord bearing and distance of North 63 degrees 21 minutes 49 seconds West, 268.67 feet;
thence North 00 degrees 22 minutes 36 seconds East, 643.79 feet to the south line of Lot 72, aforesaid Olde Sutton Parke;

thence on the boundaries of said Olde Sutton Parke, run the following two courses:

- (1) South 89 degrees 37 minutes 24 seconds East, 110.00 feet;
- (2) South 88 degrees 11 minutes 07 seconds East, 60.02 feet to the Point of Beginning.

(Continued)

Exhibit "A"

A subdivision of a part of Section 3, Township 4 South, Range 25 East, Clay County, Florida, and being more particularly described as follows:

Begin at the southeast corner of Lot 54, Olde Sutton Forest, according to map recorded in Plat Book 31, pages 48, 49, 50 and 51 of the public records of said county; thence on the boundaries of said Olde Sutton Forest, run the following two courses:

- (1) North 00 degrees 10 minutes 13 seconds East, 75.00 feet;
- (2) South 89 degrees 44 minutes 47 seconds East, 60.00 feet to the west line of Lot 17, Olde Sutton Oaks, according to map recorded in Plat Book 32, pages 52, 53, 54, 55, 56 and 57 of said public records; thence on the boundaries of said Olde Sutton Oaks, run the following three courses:
 - (1) South 00 degrees 10 minutes 13 seconds West, 80.00 feet;
 - (2) South 89 degrees 44 minutes 47 seconds East, 483.00 feet;
 - (3) North 66 degrees 23 minutes 27 seconds East, 241.18 feet;
 thence South 66 degrees 04 minutes 02 seconds East, 19.36 feet; thence South 27 degrees 02 minutes 42 seconds East, 55.14 feet; thence South 22 degrees 27 minutes 57 seconds West, 36.25 feet; thence South 25 degrees 11 minutes 17 seconds East, 48.15 feet; thence South 37 degrees 33 minutes 50 seconds East, 41.46 feet; thence South 05 degrees 22 minutes 36 seconds East, 25.72 feet; thence South 15 degrees 07 minutes 27 seconds East, 29.14 feet; thence South 44 degrees 16 minutes 54 seconds West, 21.60 feet; thence South 26 degrees 58 minutes 57 seconds West, 51.84 feet; thence South 01 degrees 11 minutes 28 seconds East, 20.91 feet; thence South 53 degrees 07 minutes 50 seconds East, 19.76 feet; thence South 12 degrees 01 minutes 22 seconds East, 30.27 feet; thence South 07 degrees 36 minutes 05 seconds East, 26.13 feet; thence South 16 degrees 57 minutes 19 seconds East, 22.47 feet; thence South 26 degrees 16 minutes 11 seconds East, 25.76 feet; thence South 57 degrees 35 minutes 46 seconds East, 20.37 feet; thence South 21 degrees 11 minutes 04 seconds East, 34.04 feet; thence South 12 degrees 13 minutes 36 seconds East, 28.13 feet; thence South 47 degrees 06 minutes 30 seconds West, 28.07 feet; thence South 10 degrees 57 minutes 02 seconds East, 31.29 feet; thence South 11 degrees 42 minutes 24 seconds East, 27.58 feet; thence South 20 degrees 43 minutes 19 seconds East, 27.16 feet; thence South 53 degrees 10 minutes 34 seconds West, 31.87 feet; thence South 73 degrees 07 minutes 17 seconds West, 25.83 feet; thence South 15 degrees 10 minutes 54 seconds West, 34.17 feet; thence South 26 degrees 28 minutes 18 seconds West, 40.13 feet; thence South 15 degrees 06 minutes 43 seconds East, 44.83 feet; thence South 16 degrees 04 minutes 11 seconds West, 22.16 feet; thence South 00 degrees 54 minutes 04 seconds East, 24.46 feet; thence North 89 degrees 44 minutes 47 seconds West, 737.76 feet; thence South 00 degrees 10 minutes 13 seconds West, 267.47 feet; thence on the arc of a curve concave northwesterly and having a radius of 235.00 feet, an arc distance of 110.46 feet, said arc being subtended by a chord bearing and distance of South 13 degrees 36 minutes 11 seconds West, 109.43 feet; thence South 27 degrees 06 minutes 10 seconds West, 52.86 feet; thence on the arc of a curve concave southwesterly and having a radius of 450.00 feet, an arc distance of 91.62 feet, said arc being subtended by a chord bearing and distance of North 57 degrees 03 minutes 53 seconds West, 91.46 feet; thence North 62 degrees 53 minutes 50 seconds West, 100.00 feet; thence on the arc of a curve concave southwesterly and having a radius of 625.00 feet, an arc distance of 102.36 feet, said arc being subtended by a chord bearing and distance of North 67 degrees 35 minutes 20 seconds West, 102.24 feet; thence North 30 degrees 11 minutes 37 seconds East, 80.20 feet; thence North 00 degrees 10 minutes 13 seconds East, 713.11 feet; thence North 89 degrees 44 minutes 47 seconds West, 31.39 feet; thence North 00 degrees 10 minutes 13 seconds East, 126.56 feet to the southerly line of Lot 52, aforesaid Olde Sutton Forest; thence on the boundaries of said Olde Sutton Forest, run the following three courses:
 - (1) South 82 degrees 21 minutes 19 seconds East, 40.56 feet;
 - (2) South 87 degrees 59 minutes 54 seconds East, 40.91 feet;
 - (3) South 89 degrees 44 minutes 47 seconds East, 129.62 feet to the Point of Beginning.

Exhibit "B"
Surface or Stormwater Management System

The Surface or Stormwater Management System provides for the drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by St. Johns River Water Management District permits described in the foregoing Covenants and Restrictions and is composed of:

1. Tract "B" described in the Plat of Cranes Landing.
2. Tract "B" described in the Plat of Hammock Grove.
3. Drainage easements described in the Plat of Cranes Landing and located:
 - a. 10 feet on either side of the common border of Lots 36 and 37;
 - b. 10 feet on either side of the common border of Lot 46 and Tract C.
4. Drainage easements described in the Plat of Hammock Grove and located:
 - a. 10 feet on either side of the common border of Lots 40 and 41.
 - b. 10 feet on either side of the common border of Lots 20 and 21.
 - c. 10 feet on either side of the common border of Lots 14 and 15.
 - d. 10 feet on either side of the common border of Lots 10 and 11.

All as shown on the Plat.



I certify the attached is a true and correct copy of the Articles of Incorporation of CRANES LANDING OF FLORIDA HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on June 14, 1999, as shown by the records of this office.

The document number of this corporation is N99000003734.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Seventeenth day of June, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

FILED
99 JUN 14 PM 12:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
CRANES LANDING OF FLORIDA HOMEOWNERS' ASSOCIATION, INC.
a not-for-profit corporation

The undersigned, acting as incorporator of a corporation pursuant to Chapter 617, Florida Statutes, adopts the following Articles of Incorporation for such corporation.

ARTICLE I
NAME OF CORPORATION

The name of the corporation is Cranes Landing of Florida Homeowners' Association (herein the "Association").

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at 4932 Robert Gordon Road, Jacksonville, Florida 32210, or at such other place as the Board of Directors may from time to time designate.

ARTICLE III
REGISTERED AGENT

William Howell, whose address is 4932 Robert Gordon Road, Jacksonville, Florida 32210, is hereby appointed the initial registered agent of the Association.

ARTICLE IV
PURPOSES AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members and is formed to provide for the maintenance of the Common Areas and such other purposes as are prescribed by the Declaration. All terms contained herein shall mean and refer to the terms as defined by the Declaration.

The Association shall exercise all of the powers and privileges and perform all the duties and obligations of the Association as set forth in the Declaration applicable to the Property and as amended from time to time, the Declaration being incorporated herein by reference. In addition, the Association shall exercise any and all powers, rights and privileges which a corporation organized under the not-for-profit corporation law of the State of Florida may now or hereafter have or exercise.

The Association shall operate, maintain and manage the Surface Water or Stormwater Management System(s) in a manner consistent with the St. Johns River Water Management

District permit no. _____ requirements and applicable District rules and shall assist in the enforcement of the Restrictions contained herein. The Association shall levy and collect adequate assessments against members of the Association for the cost of the maintenance, repair and operation of the Surface Water and Stormwater Management Systems. Such assessments shall be levied for and such maintenance, repair and operation shall include but not be limited to work within retention areas, drainage structures and drainage easements.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

1. **Membership.** Every Owner of a Residential Lot which is subject to the Declaration, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot.
2. **Classes of Membership.** The Association shall have two classes of voting membership:
 - (a) **Class A.** Class A members shall be all Owners, with the exception of the Declarant. Each Class A member shall be entitled to one (1) vote for each Residential Lot owned.
 - (b) **Class B.** The Class B members shall be the Declarant who shall be entitled to ten (10) votes for each Residential Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, which ever first occurs:
 - (1) January 1, 2008, or
 - (2) Cranes Landing Joint Venture no longer owns any Lot, or
 - (3) upon Cranes Landing Joint Venture's election to terminate Class B membership, which election will be effective upon Cranes Landing Joint Venture's filing of written notice thereof in the public records of Clay County, Florida, or
 - (4) when (75%) of the Lots have been conveyed by Cranes Landing Joint Venture to Owners.
3. **Multiple Owners.** When any Residential Lot is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership, only one of such persons, who shall be designated by such joint owners, shall become

the member entitled to vote. Such vote shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any such Residential Lot. Where a partnership, corporation or other entity is a Class A member, such Class A member shall designate one representative of such partnership or such corporation or other entity to be the member entitled to vote.

ARTICLE VI BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3) directors who need not be members of the Association. The number of directors shall be elected or appointed and may be changed in accordance with the provisions of the Bylaws. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors in accordance with the Bylaws are:

<u>Name</u>	<u>Address</u>
William Howell	4932 Robert Gordon Road Jacksonville, Florida 32210
Sandra Spencer	4932 Robert Gordon Road Jacksonville, Florida 32210
Patrick Wallace	4932 Robert Gordon Road Jacksonville, Florida 32210

ARTICLE VII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval of dissolution pursuant to Section 617.05, Florida Statutes.

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

ARTICLE VIII EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE IX AMENDMENTS

Amendment of these Articles or the Declaration shall require the assent of a majority of each class of members and, in the event that the Property is approved by the VA or FHA, the VA or FHA guarantees or insures a mortgage on a Residential Dwelling Unit and there is a Class B membership, amendment of this Declaration shall require the approval of the VA and FHA.

ARTICLE X OFFICERS

The officers of the Association are a president, vice president, a secretary and a treasurer and shall be elected and shall term as prescribed by the Bylaws. The Board, by resolution, may create such officers as determined necessary for the operation of the Association.

ARTICLE XI INCORPORATOR

The name and address of the incorporator is William Howell, 4932 Robert Gordon Road, Jacksonville, Florida 32210.

ARTICLE XII BYLAWS

The Board shall adopt Bylaws consistent with these Articles. Such Bylaws may be amended by the Declarant on its own motion from the date hereof until the Class B membership terminates and thereafter, the Bylaws may be amended at a regular or special meeting of the members by the vote of a majority of a quorum (as defined by the Bylaws) of members present in person or by proxy subject to approval of any such change to the Bylaws by the VA and FHA.

ARTICLE XIII CONFLICT

In the event of any conflict between these Articles and the Bylaws, the Articles shall control and prevail and in the event of a conflict between these Articles and the Declaration, the Declaration shall control and prevail.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 3rd day of June, 1999.

In the presence of:

Witness

PATRICK WALLACE

Printed

William Howell

William Howell

Witness

Sandra Spencer

Printed

STATE OF FLORIDA

COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 3rd day of June 1999, by William Howell, who is personally known to me.

Notary Public

Sandra Spencer

My commission expires



CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 607.0501 or 617.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is: **Cranes Landing of Florida
Homeowners' Association, Inc.**

2. The name and address of the registered agent and office is:

**William Howell
4932 Robert Gordon Road
Jacksonville, Florida 32210**

FILED
99 JUN 14 PM 12:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


(Signature)

6/4/99
(Date)

ARTICLES OF AMENDMENT
(FS §§617.1001, 617.1006, 617.1009)

The following provisions of the Articles of Incorporation of CRANES LANDING OF FLORIDA HOMEOWNERS' ASSOCIATION, a Florida corporation not-for-profit, filed in Tallahassee, Florida, on June 14, 1999, be and they hereby are amended in the following particulars:

1. Article II is hereby amended to read as follows:

"ARTICLE II
PRINCIPAL OFFICE

The principal office of the association is located at 4729 U.S. Highway 17, Suite 204, Orange Park, Florida 32073, or at such other place as the Board of Directors may from time to time designate."

2. Article IV is hereby modified so that, as modified, the St. Johns River Water Management District Permit therein referenced is amended to read: "St. Johns River Water Management District Permit No. 42-019-0691nk-ERP and Permit No. 42-019-56928-1".

3. Article V is deleted in its entirety and, in lieu thereof, the following is inserted:

"ARTICLE V
QUALIFICATION AND ADMISSION OF MEMBERS

All owners of Lots within Cranes Landing and Hammock Grove, as shown on the Plat will be members of this Corporation (herein, a lot within the subdivision created by the Plat is referred to as a "Lot"). Other members may be admitted in the event additional lands are annexed to and made subject to the administration of this Corporation. The annexation of such additional lands may be evidenced by amendment to these Articles of Incorporation. Membership is transferable and is inseparable from ownership of a Lot. Two classes of membership exist:

Class A Membership: Each owner of a Lot (except Developer) will be a Class A member of the Corporation. Regardless of the number of parties owning an interest in a Lot, each Lot is allocated one vote.

Class B Membership: Developer is the sole Class B member of the Association and is allocated nine (9) votes for each Lot owned by it. Class B membership will cease on the earlier of: (a) January 1, 2020, OR (b) when Developer no longer owns any Lot, OR (c) upon the Developer's election to terminate Class B membership, which election will be effective upon Developer's filing of written notice thereof in the public records of Clay County, Florida, OR (d) when seventy-five percent (75.0%) of the Lots have been conveyed to Owners.

This Instrument Prepared by: Robert A. Ford, Attorney-At-Law
10110 San Jose Blvd., Jacksonville, FL 32257
Phone: (904) 268-7227 Florida Bar No.: 187810

4. Article IX is hereby deleted in its entirety.

5. The foregoing amendment was adopted by all of the Members of the corporation on the 19 day of July, 2000.

CRANES LANDING OF FLORIDA
HOMEOWNERS' ASSOCIATION, INC.
a Florida corporation not-for-profit

By: Rick Wood
Its President

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 19 day of July, 2000, by Rick Wood, as President of CRANES LANDING OF FLORIDA HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Sandra Spencer
Notary Public, State and County
Aforesaid (Signature)

Sandra Spencer
Name of Notary Public
(Typed, Printed or Stamped)
My Commission Expires: _____



STATEMENT OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT, OR BOTH

TO: The Secretary of State of the State of Florida

The undersigned corporation, organized under the laws of the State of Florida, submits the following statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

FIRST: The name of the corporation is: CRANES LANDING OF FLORIDA HOMEOWNERS' ASSOCIATION, INC.

SECOND: The address of its current registered agent is: 4932 Robert Gordon Road, Jacksonville, Florida, 32210.

THIRD: The address to which its successor registered agent is to be changed is: 10110 San Jose Boulevard, Jacksonville, Florida, 32257.

FOURTH: The name of its current registered agent is: William Howell.

FIFTH: The name of its successor registered agent is: Ford, Jeter, Bowlus, Duss & Morgan, P.A.

SIXTH: The street address of its registered office and the street address of the business office of its registered agent, as changed, will be identical.

SEVENTH: Such change was authorized by resolution duly adopted by its board of directors.

DATED: July 19, 2000.

CRANES LANDING OF FLORIDA
HOMEOWNERS' ASSOCIATION, INC.

By: Rich Wed
Its President

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, THE UNDERSIGNED HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF THE DUTIES OF REGISTERED AGENT, AND ACCEPTS THE DUTIES AND OBLIGATIONS OF §607.325, FLORIDA STATUTES.

FORD, JETER, BOWLUS, DUSS & MORGAN, P.A.

By: _____
Its: _____

**BYLAWS
OF**

CRANES LANDING OF FLORIDA HOMEOWNERS' ASSOCIATION, INC.
(a Florida not-for-profit corporation)

ARTICLE I
Name, Principal Office

Section 1. Name. The name of this corporation is **CRANES LANDING OF FLORIDA HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation. The corporation is herein referred to as the "Corporation".

Section 2. Principal Office and Additional Offices. The address of the initial principal office of the Corporation is: 4729 Hwy. 17, Suite 204, Orange Park, Florida, 32073. The Corporation may also have an office or offices other than the principal office at such place or places, within or without the State of Florida as the Board may from time to time determine.

ARTICLE II

Seal and Fiscal Year

Section 1. Seal. The seal of the Corporation will have inscribed on it the name of the Corporation, the date of its organization and the words "not for profit" and "corporate seal" or their equivalent.

Section 2. Fiscal Year. The fiscal year of the Corporation will be the calendar year.

ARTICLE III

Members' Meetings

Section 1. Place of Meetings. Meetings of the members will be held at the office of the Corporation or at any other place (within or without the State of Florida) that the Board of Directors or members may from time to time select.

Section 2. Annual Meeting. An annual meeting of the members will be held on the second Tuesday of February of each year, if not a legal holiday, and if a legal holiday, then on the next secular day following that which is not a legal holiday, at the principal office of the Corporation or such other location as is specified in the notice of the meeting. At the annual meeting, the members will elect a Board of Directors and transact such other business as may be described in the notice of the meeting. If an annual meeting has not been called and held within three (3) months after the time designated for it, any members may call it.

Section 3. Special Meetings. Special meetings of the members may be called by the President; by any member of the Board of Directors, or by the members constituting one-tenth (1/10) or more of the Class A members. The cost of any special meeting called by a member over the objection of the Board of Directors will be borne by the member calling such meeting.

Section 4. Notice of Meetings. Notice of the place, date and hour of holding each annual and special meeting of the members and the purpose or purposes thereof will be given personally or by mail in a postage prepaid envelope, not less than ten (10) nor more than

sixty (60) days before the date of such meeting, and if mailed, it will be directed to each member at his address as it appears on the record of members, unless he has filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, in which case it will be directed to him at such other address. Any such notice will indicate that it is being issued at the direction of the Board or the President, or whomever has called the meeting. Notice of the meeting may be waived as set forth in Section 5 below. Unless the Board fails to fix a new record date for an adjourned meeting, notice of such adjourned meeting need not be given, if the time and place to which the meeting is adjourned were announced at the meeting at which the adjournment is taken.

Section 5. Waiver of Notice. A member, either before or after a members' meeting, may waive notice of the meeting, in writing, and his waiver will be deemed the equivalent of giving notice. Attendance at a members' meeting, either in person or by proxy, of a person entitled to notice will constitute a waiver of notice of the meeting unless he attends for the express purpose of objecting to the transaction of business on the ground that the meeting was not lawfully called or convened.

Section 6. Quorum. At all meetings of the members, members representing thirty percent (30%) of the votes available to be cast (both Class A and Class B membership) must be present in person or by proxy to constitute a quorum for the transaction of business, except as otherwise provided by statute. If the required quorum is

not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Organization. At each meeting of the members, the President or a Vice President will act as chairman of the meeting. The Secretary, or in his absence or inability to act, the person whom the chairman of the meeting appoints secretary of the meeting, will act as secretary of the meeting and keep the minutes thereof.

Section 8. Order of Business. The order of business at all meetings of the members will be determined by the chairman of the meeting.

Section 9. Voting.

(1) Except as otherwise provided by statute or the Articles of Incorporation, each member is entitled to vote as follows:

Class A Membership: Each member (except Cranes Landing of Orange Park, Inc.) will be a Class A member of the Association. Regardless of the number of parties owning an interest in a Lot, each Lot shall be allocated one vote.

Class B Membership: Cranes Landing of Orange Park, Inc. will be the sole Class B member of the Association and will be allocated nine (9) votes for each Lot owned by it. Class B membership will cease on the earlier of:

(a) January 1, 2020, OR (b) when Cranes Landing of Orange

Park, Inc. no longer owns any Lot, OR (c) upon Cranes Landing of Orange Park, Inc.'s election to terminate Class B membership, which election will be effective upon Cranes Landing of Orange Park, Inc.'s filing of written notice thereof in the public records of Duval County, Florida, OR (d) when seventy-five percent (75.0%) of the Lots have been conveyed to members.

(2) Except as otherwise provided by statute or the Articles of Incorporation, any corporate action to be taken by vote of the members will be authorized by a majority of the votes cast at a meeting of members. Unless required by statute or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot will be signed by the member voting, or by his proxy, if there be such proxy.

(3) A corporate member, domestic or foreign, may vote through its officer, agent, or proxy designated by the Bylaws of the corporate member or, in the absence of any applicable by-law, by such person as the Board of Directors of the corporate member may designate. Proof of such designation may be made by presentation of a certified copy of the Bylaws or other instrument of the corporate member. In the absence of any such designation or, in case of conflicting designation by the corporate member, the chairman of the board, chief executive officer, if any, the president, any vice president, the secretary, and the treasurer of

the corporate member will be presumed to possess, in that order, authority to vote.

(4) An administrator, executor, guardian, or conservator may vote, either in person or by proxy, without a transfer of membership into his name. Membership standing in the name of a trustee may be voted by him, either in person or by proxy.

(5) A receiver may vote without the transfer of membership into his name, if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

Section 10. List of Members.

(1) The officer or agent having charge of the list of members will make, at least ten (10) days before each meeting of members, a complete list of the members entitled to vote at such meeting or any adjournment thereof, with the address of, and the number and class of votes held by each. Such list will be kept on file at the registered office of the Corporation for a period of ten (10) days prior to such meeting and will be subject to inspection by any member at any time during usual business hours. Such list will also be produced and kept open at the time and place of the meeting and will be subject to the inspection of any member at any time during the meeting.

(2) Record ownership of a Lot is prima facie evidence as to who are the members entitled to examine such list or transfer books or to vote at any meeting of the members.

(3) If the requirements of this section have not been substantially complied with, the meeting will be adjourned until

the requirements are complied with on the demand of any member in person or by proxy.

(4) If, upon the demand of any member made pursuant to subsection (3), the meeting is not adjourned by the officers of the Corporation and the list is not produced, such officers will be liable to any member suffering damage on account of the failure to produce such list, to the extent of such damage.

(5) If no such demand is made, failure to comply with the requirements of this section will not affect the validity of any action taken at such meeting.

Section 11. Inspectors. The Board may, in advance of any meeting of members, appoint one or more inspectors of election to act at such meeting or any adjournment thereof. If the inspectors are not so appointed or if any of them fail to appear or act, the chairman of the meeting will appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties, will take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors will determine the number of members of the Corporation and the number of votes available, the number of votes represented at the meeting, the existence of a quorum, the validity and effect of proxies, and will receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes or ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with

fairness to all members. On request of the chairman of the meeting or any member entitled to vote, the inspectors will make a report in writing of any challenge, request or matter determined by them and will execute a certificate of any fact found by them. No director or candidate for the office of director will act as an inspector of an election of directors. Inspectors need not be members.

Section 12. Proxies.

(1) Every member entitled to vote at a meeting of members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy.

(2) Every proxy must be signed by the member or his attorney-in-fact. No proxy is valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy is revocable at the pleasure of the member executing it, except as otherwise provided in this section.

(3) The authority of the holder of a proxy to act will not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or death is received by the corporate officer responsible for maintaining the list of members.

(4) If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place.

Section 13. Adjournments. Any meeting of members may be adjourned. Notice of the adjourned meeting or of the business to

be transacted at the adjourned meeting (other than by announcement at the meeting at which the adjournment is taken) is not necessary. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting will be given in compliance with Section 4 hereof to each member of record entitled to vote at such meeting. At an adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

ARTICLE IV

The Board of Directors

Section 1. General Powers. The business and affairs of the Corporation will be managed by the Board of Directors (herein the "Board"). The Board may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or the Certificate of Incorporation directed or required to be exercised or done by the members.

Section 2. Number, Qualifications, Election and Term of Office. The number of directors of the Corporation will not be less than three (3) nor more than seven (7). The initial Board is composed of three (3) directors. The members may fix the number of directors from time to time. Any increase in the number of directors will be effective at the time of the next succeeding annual meeting of the members. If there are vacancies in the Board, a decrease may become effective at any time prior to the next succeeding annual meeting to the extent of the number of such vacancies. All the directors shall be of full age. Directors need

not be members. Except as otherwise provided by statute, the directors will be elected at the annual meeting of the members and at each meeting of the members for the election of directors, the persons receiving a majority of the votes cast at such election will be elected. Each director will hold office until the next annual meeting of the members and until his successor has been duly elected and qualified, or until his death, or until he has resigned, or been removed, as hereinafter provided.

Section 3. Place of Meetings. Meetings of the Board will be held at the principal office of the Corporation or at such other place, within or without the State of Florida, as the Board may from time to time determine or as may be specified in the notice of any such meeting.

Section 4. Annual Meeting. The Board of Directors will meet each year immediately after the annual meeting of the members at the place that meeting has been held to elect officers and consider other business.

Section 5. Regular Meetings. Regular meetings of the Board will be held at such time and place as the Board may fix. If any day fixed for a regular meeting is a legal holiday then the meeting which would otherwise be held on that day will be held at the same hour on the next succeeding business day. Notice of regular meetings of the Board need not be given except as otherwise required by statute or these Bylaws.

Section 6. Special Meetings. Special meetings of the Board may be called by the Chairman of the Board, a majority of the directors, or the President.

Section 7. Notice of Meetings. Notice of each meeting of the Board (and of each regular meeting for which notice is required) will be given by the Secretary as hereinafter provided in this Section 7, which notice will state the time and place of the meeting. Except as otherwise required by these Bylaws, such notice need not state the purposes of such meeting. Notice of each such meeting will be mailed, at least five (5) business days before the day on which such meeting is to be held, or will be sent addressed to him at such place by telegraph, cable or wireless, or be delivered to him personally or by telephone, at least forty-eight (48) hours before the time at which such meeting is to be held. Notice of any such meeting need not be given to any director who either before or after the meeting, submits a signed waiver of notice or who attends such meeting without protesting, prior to or at its commencement, the lack of notice to him.

Section 8. Waiver of Notice. A director may waive in writing, notice of a special meeting or annual meeting of the board either before or after the meeting, and his waiver will be deemed the equivalent of giving notice. Attendance of a director at any meeting constitutes waiver of notice of that meeting, unless he attends for the express purpose of objecting to the transaction of business because the meeting has not been lawfully called or convened.

Section 9. Quorum and Manner of Acting. A majority of the Board must be present in person at any meeting of the Board in order to constitute a quorum for the transaction of business at such meeting, and, except as otherwise expressly required by statute or the Articles of Incorporation, the act of a majority of the directors present at any meeting at which a quorum is present will be the act of the Board. Members of the Board of Directors (or an Executive Committee) will be deemed present at any meeting if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other is used. In the absence of a quorum at any meeting of the Board, a majority of the directors then present may adjourn such meeting to another time and place. Notice of the time and place of any such adjourned meeting will be given to the directors who were not present at the time of the adjournment and, unless such time and place were announced at the meeting at which the adjournment was taken, to the other directors. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The directors may act only as a Board and the individual directors have no power as such.

Section 10. Organization. At each meeting of the Board, the Chairman of the Board, if any, or, in his absence, the President will act as chairman of the meeting. The Secretary (or in his absence, any person appointed by the chairman at such meeting who

shall serve as secretary) will act as secretary of the meeting and keep the minutes thereof.

Section 11. Adjournment. A meeting of the Board may be adjourned. Notice of the adjourned meeting or of the business to be transacted thereat, other than by announcement at the meeting at which the adjournment is taken, will not be necessary. At an adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

Section 12. Resignations. Any director of the Corporation may resign at any time by giving written notice to the Board or the President or the Secretary. Any such resignation will take effect at the time specified therein, or if the time when it is to become effective is not specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

Section 13. Vacancies. Any vacancy in the Board may be filled by the vote of a majority of the directors then in office, though less than a quorum, or by the members at the next annual meeting thereof or at a special meeting thereof and each director so elected will hold office for the unexpired term of his predecessor.

Section 14. Removal of Directors. Any director may be removed, with or without cause, at any time, by the members at a special meeting thereof. Any director may be removed, with or without cause, by the Board at a special meeting thereof.

Section 15. Compensation. The Board shall have authority to fix the compensation, including fees and reimbursement of expenses of directors, for services to the Corporation in any capacity.

Section 16. Informal Action. If all the directors severally or collectively consent in writing to any action taken, or to be taken by the Corporation, the action will be as valid as though it had been authorized at a meeting of the Board.

ARTICLE V

Executive Committee

Section 1. Designation and Organization. The Board may designate an Executive Committee, or one or more other committees, each to consist of one (1) or more of the members of the Corporation. Such committees will consult with and advise the officers of the Corporation in the management of its business. Regular meetings of the committees may be held without notice at such time and place as may be determined by them. At all such meetings, a majority of the members will constitute a quorum for the transaction of business. The members of the committees will keep a record of their proceedings and report to the Board. Copies of the minutes will be retained by the Secretary of the Corporation as records of their proceedings. The members of such committees may be paid such compensation as is authorized by the Board.

Section 2. Powers. The committees will have such powers as can be lawfully delegated to them by the Board, subject, however, to the following limitations. No such committee will have the authority to:

(a) approve any actions or proposals that are required under the Corporation's charter or applicable law to be approved by members,

(b) fill any vacancies on the Board or any committee thereof,

(c) amend these Bylaws.

Section 3. Alternates. The Board, by resolution adopted in accordance with Section 1 hereinabove, may designate one or more members as alternate members of any such committee who may act in the place and stead of any absent member or members of any meeting of such committee.

Section 4. Effect on Directors Responsibilities. Neither the designation of any such committee, the delegation of authority to such committee, nor action by such committee pursuant to such authority, will alone constitute compliance by any member of the Board who is not a member of the committee in question with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

ARTICLE VI

Officers and Agents

Section 1. Number and Qualification. The officers of the Corporation will include the President, Treasurer and the Secretary and, in the direction of the Board, Chairman of the Board, and one or more Vice Presidents. Any two or more offices may be held by

the same person. None of the officers of the Corporation, except the Chairman of the Board, if one is elected, need be a member of the Board. All officers will be elected from time to time by the Board, each to hold office until the meeting of the Board following the next annual meeting of the members, or until his successor has been duly elected and qualified, or until his death, or until he has resigned, or has been removed, as hereinafter provided in these Bylaws. The Board may from time to time elect to delegate to the President, the power to appoint such other officers (including a Comptroller, one or more Assistant Comptrollers, one or more Assistant Treasurers and one or more Assistant Secretaries) and such agents as may be necessary or desirable for the business of the Corporation. Such other officers and agents will have such duties and hold their offices for such terms as may be prescribed by the Board or by the President.

Section 2. Resignations. Any officer of the Corporation may resign at any time by giving written notice of his resignation to the Board or the President or the Secretary. Any such resignation will take effect at the time specified thereon or, if the time is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

Section 3. Removal. Any officer or agent of the Corporation may be removed either with or without cause, at any time, by the Board at any meeting of the Board, or, except in the case of an officer or agent elected by the Board, by the President.

Section 4. Vacancies. A vacancy in any office may be filled for the unexpired portion of the term of that office in the manner prescribed in these Bylaws for the regular election or appointment of such office.

Section 5. The President. The President will carry on the general and active management of the business of the Corporation and direct and active supervision and direction over all other officers, agents and employees. He will preside over all meetings of the members and the Board and will be an ex officio member of all committees. He will perform all duties incident to the office of President as may from time to time be assigned to him by the Board.

Section 7. Chairman of the Board. The Chairman of the Board, if elected, must be a member of the Board and, if present, will preside at each meeting of the Board. He will keep in close touch with the administration of the affairs of the Corporation, will advise and counsel with the President, and, in his absence, with other executives of the Corporation, and will perform such other duties as may from time to time be assigned to him by the Board.

Section 8. Vice Presidents. Each Vice President, if elected, will perform all such duties as from time to time may be assigned to him by the Board or the President. At the request of the President or in his absence or inability to act, the Vice President designated by the President or the Board will perform the duties of the President, and, when so acting, will have the powers of and be

subject to the restrictions placed upon the President in respect of the performance of such duties.

Section 9. The Treasurer. The Treasurer shall:

(a) have charge and custody of, and be responsible for, all the funds and securities of the Corporation;

(b) keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation;

(c) deposit all monies and other valuables to the credit of the Corporation in such depositories as may be designated by the Board;

(d) receive and give receipts for monies due and payable to the Corporation from any source whatsoever;

(e) disburse the funds of the Corporation and supervise the investment of its funds as ordered or authorized by the Board, taking proper vouchers therefor; and

(f) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board or the President.

Section 10. The Secretary. The Secretary shall:

(a) keep or cause to be kept in one or more books provided for the purpose, the minutes of all meetings of the Board, the committees of the Board and the members;

(b) see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law;

(c) be custodian of the records and the seal of the Corporation and affix and attest the seal or the words "corporate

seal" or their equivalent to all other documents to be executed on behalf of the Corporation under its seal;

(d) see that the books reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and

(e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board or the President.

Section 11. Officers' Bonds or Other Security. If required by the Board, any officer of the Corporation will give a bond or other security for the faithful performance of his duties, in such amount and with such surety or sureties as the Board may require.

Section 12. Compensation. No officer or director will receive compensation for his services as such officer or director.

Section 13. Delegation of Duties. Whenever an officer is absent or whenever for any reason the Board may deem it desirable, the Board may delegate the powers and duties of an officer to any other officer or officers or to any director or directors.

ARTICLE VII

Contracts, Checks, Drafts, Bank Accounts, Etc.

Section 1. Execution of Contracts.

(a) Except as otherwise required by statute, the Articles of Incorporation or these Bylaws, any contract or other instrument may be executed and delivered in the name and on behalf of the Corporation by the President or Vice President of the Corporation. The Board may authorize any other agent or agents to

execute and deliver any contract or other instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances as the Board may determine.

(b) The Corporation may execute instruments conveying, mortgaging or affecting any interest in its lands by instruments sealed with the common or corporate seal or the words "corporate seal" or their equivalent and signed in its name by its President or any Vice President. Satisfactions or partial releases of mortgages and acquittances for debts may be similarly executed by such officers. No corporate resolution need be recorded to evidence the authority of the person executing the deed, mortgage, or other instrument for the Corporation, and an instrument so executed will be valid whether or not the officer signing for the Corporation was authorized to do so by the Board in the absence of fraud in the transaction by the person receiving it. In cases of fraud, subsequent transactions with good faith purchasers for value and without notice of the fraud shall be valid and binding on the Corporation.

Section 2. Checks, Drafts, Etc. All checks, drafts, bills of exchange or other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation will be signed in the name and on behalf of the Corporation by any officer or other employee of the Corporation designated by the Board.

Section 3. Deposits. All funds of the Corporation not otherwise employed will be deposited from time to time to the

credit of the Corporation in such banks, trust companies or other depositories as the Board may from time to time designate or as may be designated by any officer or officers of the Corporation to whom such power of designation may from time to time be given. For the purpose of deposit and for the purpose of collection for the account of the Corporation, checks, drafts and other orders for the payment of money which are payable to the order of the Corporation may be endorsed, assigned and delivered by any officer or agent of the Corporation.

Section 4. General and Special Bank Accounts. The Board may from time to time authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board may designate or as may be designated by any officer or officers of the Corporation to whom such power of designation may from time to time be delegated by the Board. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these Bylaws, as it may deem expedient.

Section 5. Distribution of Assets Upon Dissolution of Corporation. Upon the voluntary or involuntary dissolution, liquidation, distribution of assets or winding up the Corporation, after distribution to creditors, all of the remaining assets of the Corporation, of any nature and kind, will be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

ARTICLE VIII

Contracts with Directors and Officers

No contract or other transaction between the Corporation and any other corporation and no other act of the Corporation will, in the absence of fraud, in any way be affected or invalidated by the fact that any of the directors or officers of the Corporation are directors, officers or stockholders of such other corporation or are pecuniarily or otherwise interested in such other corporation or in such contract or other transaction or in such act of the Corporation. Any director of the Corporation individually, or any firm or association of which any director may be a member, or any corporation of which he may be a director, officer or stockholder, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Corporation, provided that the fact he, individually, or such firm, association or corporation in such a party, or is so interested, is disclosed or known to the Board or a majority of its members. Any director of the Corporation who is also a director or officer of another corporation or who is interested individually, or is a member of any firm or association or is a director, officer or stockholder of any corporation which is a party to such contract or other transactions, or is so pecuniarily or otherwise interested, may be counted in determining the existence of a quorum at any meeting of the Board which authorizes that contract or transactions, and may vote to authorize or ratify any such contract or transaction, with like force and effect as if he were not so interested. Any director of

the Corporation may vote upon any contract or other transaction between the Corporation and any subsidiary or affiliated corporation without regard to the fact that he is also a director, officer or stockholder of such subsidiary or affiliated corporation.

No transaction between the Corporation and any of its members will, in the absence of fraud, be invalidated or otherwise affected by the fact that such members are pecuniarily or otherwise interested in such contract or other transaction.

ARTICLE IX

Indemnification

The Corporation hereby indemnifies its directors and officers and their heirs, executors and administrators to the full extent permitted by §517.0831, Florida Statutes as hereafter amended.

ARTICLE X

Amendments

These Bylaws may be amended or repealed, or new Bylaws may be adopted, at any annual or special meeting of the members, by vote of the members; provided, however, that the notice of such meeting provides notice that amendment or repeal of these Bylaws, or the adoption of new Bylaws, is one of the purposes of such meeting.

HUD/VA has the right to veto amendments to these Bylaws for so long as there is a Class B membership.

ARTICLE XI

Loans

No loans may be contracted on behalf of the Corporation, and no evidences of indebtedness may be issued in its name, unless

authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

ARTICLE XII

Loans to Officers

The Corporation may not lend money to, guarantee any obligation of, or otherwise assist any officer of the Corporation, or of a subsidiary, including any officer who is a director of the Corporation.

ARTICLE XIII

Deadlock

Should deadlock, dispute or controversy arise among the members or directors of the Corporation in regard to matters of management and policy or matters arising under the provisions of the Articles of Incorporation, and should the deadlock continue for a period in excess of thirty (30) days, the matter will be submitted to arbitration. Should the members or directors be unable to agree as to the scope of this provision or the application of this provision to the deadlock, dispute or controversy at issue, the scope and applicability of this provision will be determined by the arbitrator. Notice will be given by the objecting or dissenting member(s) or director(s) that such deadlock exists within fifteen (15) business days of such deadlock, by certified mail, postage prepaid, addressed to the remaining director(s) and member(s) at the addresses listed on the corporate books. The members or directors, as the case may be, will then

select an arbitrator. The members reserve the right to replace the arbitrator by unanimous vote.

Should the members be unable to select an arbitrator or a successor arbitrator, the deadlock will be resolved in accordance with the Florida Arbitration Code, Section 682 of the Florida Statutes.

The decision of the arbitrator will be final and binding upon all parties. The members will vote the arbitrator directs.

To enforce these provisions, the arbitrator may obtain an injunction from a court having jurisdiction to direct the members to vote as the arbitrator has determined.

After arbitration and settlement, should matters in controversy continue to arise, the arbitrator may determine when arbitration no longer is reasonable to resolve the deadlock, and the parties may seek judicial relief.

ADOPTED ON July 19, 2000.

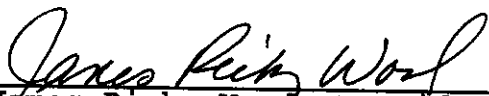

James Ricky Wood, President
of CRANES LANDING OF FLORIDA
HOMEOWNERS' ASSOCIATION, INC.
a Florida not-for-profit corporation

Exhibit "E"

A parcel of land situated in Section 2 and 3, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 3; thence on the South line thereof run East 2245 feet to the point of beginning; thence continue on said South line and on the South line of said Section 2 East, 3935 feet; thence North parallel to the West line of said Section 3, 2620 feet; thence West parallel to the South line of said Section 3, 3935 feet; thence South, 2620 feet to the point of beginning.

Exhibit "F"

**SUPPLEMENTAL DECLARATION TO
TO
COVENANTS AND RESTRICTIONS OF
CRANES LANDING
AND
HAMMOCK GROVE**

THIS SUPPLEMENTAL DECLARATION is made this ____ day of _____, 20____, by **CRANES LANDING OF FLORIDA HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation not-for-profit ("Association"), and _____, a Florida corporation ("Declarant").

RECITALS

Declarant is the owner of a certain parcel of real property more fully described in **Exhibit "A"** attached hereto and by this reference made a part hereof ("Property") and Declarant desires to subject the Property to the terms and conditions of that certain Declaration of Covenants and Restrictions of Cranes Landing and Hammock Grove recorded in Official Records Book ____,page ____, of the public records of Clay County, Florida, as heretofore supplemented and amended, which Declaration is herein referred to as the "Declaration". Declarant and Association are authorized to subject certain parcels of land to the Declaration by recording a jointly executed Supplemental Declaration ("Supplemental Declaration"). Association has determined that the Property is a part of the Additional Land and that Declarant is a Sister Corporation as those terms are defined in the Declaration, and accordingly consents to the annexation of the Property on the terms and conditions more fully set forth herein.

NOW, THEREFORE, in consideration of the premises, the parties agree and declare as follows:

Section 1. The Property is hereby subjected to all terms and conditions of the Declaration, and the Property constitutes Additional Land which is now declared for all purposes to constitute part of the "Land" as set forth in the Declaration. The Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Declaration which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Section 2. All definitions set forth in the Declaration are hereby incorporated herein.

Section 3. In addition to the covenants, conditions and restrictions contained in the Declaration, the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which will run with the land:

- A. Land Use, Building type and Garages. _____.
- B. Minimum Dwelling Size. _____.
- C. Building Location. [side line and front line building restriction line] _____.
- D. Resubdivision and Replatting. _____.
- E. Easements. _____.
- F. Utilities. _____.
- G. Access to Lots. _____.
- H. Fences. _____.
- I. Oil and Mining Operation. _____.
- J. Livestock or Poultry. _____.
- K. Conservation Areas. _____.
- L. Assessment Designation. The Lots subject to this Supplemental Declaration are "Lots" as

defined in the Declaration and shall be assessed as and otherwise considered to be Lots under the Declaration; provided, however, that the obligation to pay Assessments and the lien to enforce collection shall be deferred as to each Lot in the Property until the first of the following occurs:

- (i) A Lot with a Primary Residence on it _____.
- (ii) _____.
- (iii) _____.

M. Stormwater. The Association now assumes responsibility for the maintenance, operation and repair of the Surface or Stormwater Management System located within the Property and described in **Exhibit "B"** hereto (the "System"), and that System is now made a part of the Surface Water or Stormwater Management System described in the Declaration and is subject to the rights and limitations therein set forth. Maintenance of the System is now extended to include the exercise of practices which allow the System to

provide drainage, water storage, and conveyance of other stormwater management capabilities as permitted by the St. Johns River Water Management District pursuant to Permit No. _____.

Section 4. Developer Rights. In accordance with the Declaration, Declarant now assumes the rights and responsibilities of the Developer with respect to the Property subject to the limitations therein contained.

Section 5. Amendments or Additional Restrictions. The Declarant, joined by the Association, reserves and shall have the sole right:

(a) to amend this Supplemental Declaration with respect to Lots located within the Property and still owned by Declarant at the time of the amendment but all such amendments shall conform to the general purpose and standards of the covenants and restrictions herein contained;

(b) to amend this Supplemental Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions herein contained;

(c) to include in any contract or deed or restrictions applicable to any Lot which do not lower the standards of the covenants and restrictions herein contained;

(d) to incorporate any changes or modifications required by a mortgagee, a purchaser or guarantor of mortgages on the secondary market or as may be required by a governmental or quasi-governmental agency having jurisdiction over the Property;

(e) to release any Lot from any part of the terms and conditions of the Declaration, which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereto relating thereto) if the Declarant or the Association, in their respective judgment, determine such violation to be a minor or insubstantial violation; and

(f) to have, enjoy and exercise the rights and privileges (subject to the responsibilities and limitations) reserved for the Declarant with respect to the Property under the Declaration.

Section 6. Jurisdictional Areas. The Plat of the Property depicts certain jurisdictional lines as established by the St. Johns River Water Management District, Army Corps of Engineers, or Department of Environmental Regulation. No Owner shall build, construct, modify, clear, dredge, fill or in any manner alter the land lying waterward of such jurisdictional lines, except in strict conformance with the permits, rules and regulations of such agencies. Any Owner violating this provision shall indemnify and hold Association

and Declarant, and all owners, harmless from all costs of correcting the violation and all fines, penalties, costs or damages arising out of such violation.

Section 7. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the terms of the covenants and conditions, as supplemented, it shall be lawful for the Declaration, the Association or any owner:

(a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such terms and conditions;

(b) to maintain a proceeding in equity against those so violating or attempting to violate any such terms and conditions for the purpose of preventing or enjoining of any such violations or attempted violations.

The remedies contained in this paragraph are cumulative of all remedies now or hereafter provided by law. The failure of the Declarant, the Association, or any Owner, to enforce any terms or conditions or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall not act as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto.

Owners found in violation of these restrictions shall be obliged to pay attorney's fees incurred prior to or at trial, on appeal or in bankruptcy court to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in a damage suit thereon.

All restrictions herein contained shall be deemed several and independent. The invalidity of one or more of any part of any section shall not impair the validity of the remaining restrictions or part hereof.

Section 8. Rights of the St. Johns River Water Management District.

(a) Any amendment to this Declaration which alters the System beyond maintenance in its original condition, including the stormwater management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

(b) The St. Johns River Water Management District may enforce by a proceeding at law or in equity the provisions contained in this Declaration which relate to the maintenance, operation and repair of the System.

IN WITNESS WHEREOF, Association and Declarant have set their hands and seals the day and year first above written.

In the Presence of:

ASSOCIATION:

Witness #1
_____[Printed Name]

By: _____
Its: _____

Witness #2
_____[Printed Name]

Address: _____

DECLARANT:

Witness #1
_____[Printed Name]

By: _____
Its: _____

Witness #2
_____[Printed Name]

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of _____, a Florida corporation not-for-profit, on behalf of the corporation, who is personally known to me or produced _____ as identification.

Notary Public, State and County Aforesaid (Signature)

Name of Notary Public (Typed, Printed or Stamped
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of _____, a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

Notary Public, State and County Aforesaid (Signature)

Name of Notary Public (Typed, Printed or Stamped
My Commission Expires: _____

Exhibit "G"

A portion of Lot 46, Cranes Landing, Clay County, Florida, according to plat thereof recorded in Plat Book 35, pages 35 through 38, of the public records of said county, said portion being more particularly described as follows:

Begin at the Southwest corner of said Lot 46; thence on the northwesterly line thereof run North 25 degrees 45 minutes 39 seconds East, 5.00 feet; thence South 64 degrees 14 minutes 21 seconds East, 110.00 feet to the Southeasterly line of said Lot 46; thence on said Southeasterly line South 25 degrees 45 minutes 39 seconds West, 5.00 feet to the Southwesterly line of said Lot 46; thence on said Southwesterly line North 64 degrees 14 minutes 21 seconds West, 110.00 feet to the point of beginning.

A portion of Lot 1, Cranes Landing, Clay County, Florida, according to plat thereof recorded in Plat Book 35, pages 35 through 38, of the public records of said county, said portion being more particularly described as follows:

Begin at the Southwest corner of said Lot 1; thence on the South line thereof South 89 degrees 37 minutes 24 seconds East, 99.65 feet to the Southeasterly line of said Lot 1; thence on said Southeasterly line North 25 degrees 45 minutes 39 seconds East, 8.61 feet; thence continue on said Southeasterly line and on the arc of a curve concave Northwesterly and having a radius of 70.0 feet, an arc distance of 2.44 feet, said arc being subtended by a chord bearing and distance of North 24 degrees 45 minutes 37 seconds East, 2.44 feet; thence North 89 degrees 37 minutes 24 seconds West, 27.75 feet; thence South 21 degrees 38 minutes 55 seconds West, 2.68 feet; thence North 89 degrees 37 minutes 24 seconds West, 75.63 feet to the West line of said Lot 1; thence on said West line South 00 degrees 22 minutes 36 seconds West, 7.50 feet to the point of beginning.