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Clay County, FL
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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SPENCER'S PLANTATION**

5 MIN. RETURN

THIS DECLARATION, made on the date hereinafter set forth by Foxchase at Orange Park, LLP, hereinafter referred to as Developer.

WITNESSETH:

Developer is the owner of the property in Clay County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property") and desires to develop the Property as a planned community.

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions (hereinafter referred to as the "Restrictions") which are for the purpose of protecting the value and desirability of and which shall run with the land 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 such person.

**ARTICLE I
Definitions**

1. "Association" means Spencer's Plantation Owners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.
2. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Residential Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Common Area" or "Common Area" means all real property (including the improvements thereon) described on the attached Exhibit "B".
4. "Residential Dwelling Unit" means any part of the Property which has been improved for use as a single-family dwelling, including, without limitation, any single-family detached dwelling, garden home, patio home or attached townhome, which is substantially completed.
5. "Residential Lot" means a platted lot intended to be used for the construction of a Residential Dwelling Unit.

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 three (3) 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) The number of votes assigned to Class A members equals the number of votes assigned to Class B members;
 - (2) Within six (6) months from that time at which all the Residential Dwelling Units that are subject to this Declaration have been completed, some have been conveyed to purchasers and no Residential Dwelling Units are under construction or offered for sale by the Declarant in the ordinary course of business; or
 - (3) Ten (10) years from the date of recording this Declaration.
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 III Covenant of Maintenance Assessments

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Residential Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Residential Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Lot at the time when the assessment fell due. In the case of co-Owners, each co-Owner shall be jointly and severally liable for the entire amount of the assessment. The personal obligation for

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 - (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 three (3) 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) The number of votes assigned to Class A members equals the number of votes assigned to Class B members;
 - (2) Within six (6) months from that time at which all the Residential Dwelling Units that are subject to this Declaration have been completed, some have been conveyed to purchasers and no Residential Dwelling Units are under construction or offered for sale by the Declarant in the ordinary course of business; or
 - (3) Ten (10) years from the date of recording this Declaration.
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.

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delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor in title.

2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement, maintenance and operation of the Common Areas as described by Exhibit "B". In addition, the assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including, but not limited to, work within retention areas, drainage structures and drainage easements.
3. Maximum Annual Assessment.
 - (a) During the calendar year when the first Residential Lot is conveyed to an Owner, the maximum annual assessment shall be the Initial Maximum Annual Assessment.
 - (b) From and after January 1 of the year immediately following the conveyance of the first Residential Lot to any Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
 - (c) From and after January 1 of the year immediately following the conveyance of the first Residential Lot to any Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rd) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
 - (d) The Board shall fix the annual assessment at an amount not in excess of the maximum.
 - (e) The Board, in determining the common expenses, may establish and maintain a reserve fund for the periodic maintenance, repair and replacement of the Common Areas or for such other purposes as the Board deems prudent for the operation of the Association.
4. Special Assessments. In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

In addition, the Board may assess a special assessment against an Owner for the cost to repair any damage or injury to the Common Areas caused by the Owner's negligence or for such other amount as determined by the Board due to an Owner's failure to comply with the provisions of this Declaration as hereinafter provided.

5. Notice and Quorum for Any Action Authorized under Paragraphs 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum.
6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residential Lots (except special assessments specifically assessed against an Owner for costs incurred solely on account of his negligence or failure to comply herewith). Declarant shall not be required to pay annual or special assessments on any Residential Lot owned by Declarant until such time as such Residential Lot has been conveyed to an Owner provided however, in the event that Declarant is a Class B member or is otherwise in control of the Association, no less frequently than monthly, an amount equal to the difference between the operating expenses incurred by the Association and the assessments receivable from other members and other income of the Association for each month.
7. Date of Commencement of Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Residential Lots conveyed to an Owner on the first day of the month following the conveyance of the first Residential Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment shall be payable at the times and in the manner determined by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Residential Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Residential Lot is binding upon the Association as of the date of its issuance.
8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by its due date shall be subject to a late charge of ten percent (10%) of the amount of the payment due and shall bear interest from the due date at the rate of fifteen percent (15%) 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 Residential Lot. No Owner may escape liability for the assessments provided for herein by abandonment of his Residential Lot. The Board may suspend the voting rights and right to use the Common Areas of a member during any period in which such member shall be in default of any assessment levied by the Association.
9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Residential Lot shall not affect the assessment lien. However, the sale or transfer of any Residential Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Lot from liability for any assessment thereafter becoming due or from the lien

thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Residential Lots as a common expense or special assessment.

ARTICLE V Architectural Control

1. Design Criteria. It is the Declarant's intent to create and maintain a subdivision in harmony with its surroundings and the natural elements of the Property. The Residential Dwelling Units constructed or to be constructed on the Property have been or will be designed to be compatible with each other and to establish a level of construction standards. No owner is permitted to make any changes to the exterior of any Residential Dwelling Unit or other improvement on the Property without the prior approval of the Architectural Control Committee of the Association (hereinafter referred to as the "ARC").
2. Necessity of Architectural Review and Approval. No building, fence, wall or other structure, which is visible from outside any Residential Dwelling Unit, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change in alteration, including, without limitation, a change in the exterior color, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ARC. In the event the ARC fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with.
3. Architectural Control Committee. The ARC shall be appointed by a majority vote of the Board at a meeting duly called for such purpose or by resolution executed by a majority of the members of the Board. The majority of the ARC shall constitute a quorum to transact business at any meeting.
4. Provisions Inoperative as to Declarant. Notwithstanding any other provisions of this Declaration, any development of the Property or construction of Residential Dwelling Units by Declarant shall not be subject to review and approval by the ARC.

ARTICLE VI Use of Property

In order to provide for congenial occupancy of the Property and for the protection of the value of the Residential Dwelling Units, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

1. Common Areas. The Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored,

altered or constructed in, or removed from, the Common Areas without the prior written consent of the Board.

2. Insurance. No use shall be made of the Common Areas which will increase the rate of insurance upon the Property without the prior consent of the Board. No Owner shall permit anything to be done or kept on the Common Areas which will result in cancellation of insurance on any part of the Common Areas or which will be in violation of any law. No waste shall be committed in the Common Areas.
3. Nuisances. No obnoxious or offensive activity shall be allowed upon the Common Areas, nor any use or practice which is the source of annoyance or nuisance to Owners or guests or which interferes with the peaceful possession and proper use of the Common Areas by Owners. The Board shall have the power to adopt reasonable rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon, and to establish fines for the infraction thereof as hereinafter provided. In addition, the Board may also suspend the right of a member to use the Common Areas, after notice and hearing for a period not to exceed sixty (60) days, as a result of such members' infraction of such published rules and regulations.
4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Common Areas or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Common Areas shall be the same as is elsewhere herein specified.
5. 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) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. 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.

ARTICLE VII

Lakes

1. Water Level and Use. With respect to the lakes now existing or which may hereafter be erected within the Property, only the Association shall have the right to remove any water from such lakes for the purpose of irrigation or other use or to place any matter or object in such lakes. The Association shall have the sole and absolute right to control the water level of all lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes and to fill any lake and no Owner shall deposit any fill in such lake. No dock, moorings, pilings, boat

shelters or other structure shall be erected on or over the lakes without the approval of the ARC. No gas or diesel driven boat shall be permitted to be operated on any lake. Canoes and small, noncombustion powered boats will be permitted. All permitted boats shall be stored, screened from public view, and shall be stored either within existing structures on the Owner's Residential Lot, in designated areas within the planned development or behind landscaping approved by the ARC.

2. Lake Embankments. The lake embankments shall be maintained by the Owner owning the lake bottom. The embankments shall be maintained by each applicable Owner so that the grass, planting or other lateral support shall prevent erosion of the embankment of the lake and the height, grade and contour of such embankments shall not be changed without the prior written consent of the ARC. If the Owner required to maintain the embankment fails to maintain such embankment as part of his landscape maintenance obligations in accordance with the foregoing, the Association and its agent or representative shall have the right, but not the obligation, to enter upon such Owner's property to perform such maintenance which may be reasonably required, all at the expense of the appropriate Owner.
3. Easement for Access and Drainage. The Association shall have a perpetual, non-exclusive easement over all areas of the Surface Water or Stormwater Management Systems for access to operate, maintain or repair such systems. This easement shall provide the Association with the right to enter upon any portion of a Residential Lot which is adjacent to or a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. In addition, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

ARTICLE VIII Easements

1. Reservation of Easements. Declarant reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use electric and telephone poles, wires, cables, conduits, storm sewers, drainage swales, sanitary sewers, water mains, gas, sewer and water lines and other public conveniences or utilities on, in and over the Common Areas.
2. Drainage Easements. Owners shall not obstruct or divert drainage flow from drainage easements. Declarant may cut drainage swales for surface waters and establish easements therefore wherever and whenever such action may appear to Declarant to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other action reasonably necessary to install utilities and maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements on the Property unless such

improvements are restored to their condition prior to such disturbance promptly thereafter. Except as provided herein, the existing drainage system shall not be altered so as to divert the flow of water onto an adjacent property or into sanitary sewer lines.

3. Additional Easements. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way over the property owned by Declarant. In addition, Declarant hereby reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Declarant shall own any portion of the Property. The easements and rights-of-way granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Areas.
4. Cable Television Easement. Declarant reserves for itself an exclusive easement for the installation and maintenance of radio and television cables within Common Areas and the rights-of-ways and easement areas referred to herein.
5. Encroachments. Declarant may grant individual Owners the right to encroach upon easements or Common Areas where necessary for the preservation of trees or the maintenance of overall aesthetics in the community.

ARTICLE IX Rights of Mortgagees

1. Rights of Mortgagees. Upon written request to the Association identifying the name and address of a mortgagee, such mortgagee will be entitled to timely written notice of:
 - (a) Any condemnation loss or casualty loss which affects a material portion of the Property or any Residential Dwelling Unit on which there is a first mortgage held, insured or guaranteed by such mortgagee.
 - (b) Any delinquency in the payment of the assessments or charges owed by an Owner of a Residential Dwelling Unit subject to a first mortgage held, insured or guaranteed by such mortgagee, which remains due but unpaid for a period of sixty (60) days.
 - (c) Any lapse, cancellation or material modification of any insurance policy, fidelity bond or other bond maintained by the Association.
 - (d) Any proposed action which would require the consent of a specified percentage of the mortgage holders.

ARTICLE X Reconstruction or Repair after Casualty

1. Restoration and Repair. In the event that any portion of the Common Areas is damaged or destroyed by casualty, it shall be repaired or restored to substantially the condition prior to the damage or destruction by the Association.
2. Insurance Proceeds. Repair or reconstruction of the Common Areas shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

ARTICLE XI Restrictions Affecting Residential Lots

1. Residential Use. Each of the numbered lots in the subdivision shall be Residential Lots used for single family dwellings only. No business or commercial building may be erected on any Residential Lot and no business may be conducted on any part thereof.
2. Location of Structures. The location of all structures (including building, fences and walls) and shrubbery placed upon any Residential Lot shall comply with the requirements of all zoning and building ordinances applicable thereto.
3. No Sheds, Shacks or Trailers. No shed, shack, mobile home, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Residential Lot.
4. No Offensive Activities. No illegal, obnoxious or offensive activity nor any nuisance whatever shall be permitted or carried on in any part of the Property, nor shall anything be permitted therein which will become an annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate on any part of the Property. All containers used for the storage of garbage or trash shall be screened from view from adjacent lots and the streets except on trash day.
5. Exterior Maintenance. Each Owner shall be responsible for the maintenance of the lawn, landscaping and exterior of all buildings and structures on the Residential Lot owned by such Owner, all of which shall be maintained in a neat and orderly manner with the lawns cut, landscaping trimmed and the exterior of the improvements painted and in good repair.
6. Pets. No animals or birds shall be kept on the Property for any commercial or breeding purpose. Not more than two (2) domestic animals may be kept on a Residential Lot for the pleasure of the occupants of the Residential Dwelling Unit built on such lot without the prior written approval of the Board. If, in the opinion of the Board, any animal becomes dangerous or an annoyance or destructive of wildlife, the Association shall have the right to require that such offending animal be removed from the Property. Birds and rabbits shall be kept caged at all times.

7. Clotheslines. No clothes or laundry shall be hung where the same are visible from any street or Residential Lot.
8. Parking. No vehicle shall be parked on any Residential Lot or street on the property unless such vehicle is operable on the highways of the State of Florida and has a current license tag. No repair work shall be performed on any vehicle except minor repairs which are completed within a two (2) hour duration. No boat, recreation vehicle, truck or other commercial vehicle shall be parked on a Residential Lot except in the garage constructed on such Residential Lot.
9. Garages. No garages or outbuildings shall be used as a residence or converted into living space.
10. Amendments or Additional Restrictions. Declarant shall have the right to:
 - (a) Amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;
 - (b) Amend these covenants and restrictions to comply with the requirements of the United States Department of Housing and Urban Development, FHA or VA;
 - (c) Amend these covenants and restrictions for the purposes of curing any ambiguity or inconsistency between the provisions contained herein;
 - (d) Include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the property being conveyed which do not lower the standards of the covenants and restrictions contained herein;
 - (e) Release any building plot from any part of the covenants and restrictions which have been violated, (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant determines such violation to be a minor or insubstantial violation.
11. Signs. No signs shall be displayed on any Residential Lot except "For Rent" or "For Sale" signs, which signs may refer only to that particular premise for sale or for rent and shall be of materials, size, height and design approved by the ARC. The Association may enter upon any Residential Lot and summarily remove any signs which do not comply with the provisions of this paragraph.
12. Easements. The Declarant, for itself and its successors and assigns, reserves the right, privilege and easement over and under all easement areas shown on the Plat and the five (5) foot strip of land at the rear and the sides of each Residential Lot to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage swales, sewer mains and other suitable equipment for the

installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences and utilities. The Owners of the Residential Lots subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title amid interest in and to wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property subject to such privileges, rights and easements. No structure, pavement or other improvement shall be erected on any part of any easement except by Declarant and, in the event any such improvement is placed in said easement by a person other than Declarant, the same shall be removed upon request by the Declarant or the Association at the cost of the Owner of such Residential Lot upon which such easement and improvement are located.

ARTICLE XII General Provisions

1. Legal Action and Violation. If any Owner violates or attempts to violate any of these covenants and restrictions (hereinafter referred to as the "Offending Owner"), Declarant, any Owner or the Association may, upon ten (10) days written notice to the Owner of the offending Residential Lot, prosecute proceedings at law for the recovery of damages against the Offending Owner and maintain a proceeding in equity against the Offending Owner for the purpose of preventing or enjoining all or any such violation or attempted violation. If any improvement exists on any Residential Lot which has not been installed or erected by Declarant or approved by the ARC or if any condition exists which is in violation of these covenants and restrictions, Declarant and the Association shall have the right, but not the obligation, to enter upon the Residential Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Offending Owner, and/or the Board may assess a reasonable fine against such Offending Owner, which expense or fine (herein called "Special Assessment") shall be payable by such Owner to the Declarant or the Association on demand. Any entry, abatement, correction or removal shall not be deemed a trespass or make the Declarant or Association liable for any damages on account thereof. The remedies contained in this paragraph shall be cumulative of all other remedies now and hereinafter provided by law and equity.
2. Waiver. The failure of the Association to enforce any covenant, restriction, obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as a breach or violation hereof.
3. Attorney's Fees. Any Owner found to be in violation of these restrictions shall be obligated to pay the reasonable attorneys fees of the Association or Declarant in any action seeking to enforce or prevent, correct or enjoin such violation or seeking damages for the breach of these restrictions.
4. Severability. All regulations herein contained shall be several and independent. The invalidity of one or more or any part of one shall in no way impair the remaining restrictions or any part thereof.

5. Rights of Declarant. Declarant shall have the right to waive compliance with these restrictions where Declarant makes a good faith determination that such violation is minor and will not cause a material disruption of the development plan contemplated hereby.
6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended from time to time by the Association in the manner as provided by the Articles. In the event that the Declaration is approved by the VA or FHA and the VA or FHA guarantees or insures a mortgage on a Residential Dwelling Unit, then so long as there is a Class B membership, the dedication, conveyance or mortgaging of Common Areas, dissolution, merger or consolidation of the Association or amendment of this Declaration shall require the approval of the VA and FHA.

Notwithstanding this or any other provision of this Declaration, any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

7. Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.
8. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted or enforced so as to prevent Declarant, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Declarant or its assigns whatever is necessary convenient or desirable for the development of the Property or the construction of Residential Dwelling Units. Declarant and its assigns shall have the right to construct and use signs, trailers, buildings, model centers, offices and any other improvements as necessary for the construction and sale of Units.
9. Assignment of Declarant Rights. Declarant shall have the sole and exclusive right to assign its rights pursuant to this Declaration provided however, that absent a written assignment by Declarant, any Owner who acquires more than one Residential Lot for the purpose of the development of the Property or the construction of Residential Dwelling Units shall be deemed to have been assigned Declarant's rights pursuant hereto.
10. Conflict. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration shall control and prevail.
11. Additional Provisions. The additional provisions, if any, contained in Exhibit "C" attached hereto are hereby incorporated in this Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has set its hand and seal this _____ day of June 2004.

Signed, sealed and delivered
in the presence of:

FOXCHASE AT ORANGE PARK, LLP,
a Florida limited liability partnership

Sharon A. Hudson
Printed name SHARON A. HUDSON

Gregory E. Matovina
By: Gregory E. Matovina
Its: Managing Partner

Seneca K. Douglas
Printed name Seneca K. Douglas

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of June 2004, by
Gregory E. Matovina, being personally known to me.

Sharon A. Hudson
Notary Public

My commission expires: _____



SHARON A HUDSON
My Commission # DD 268213
Expires: Dec 11, 2007

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 120 and Tracts "A", "B", "C", "D", "E", "F", "G", "H", and "J" (inclusive), according to the plat of Spencer Plantation Unit One, as recorded in Plat Book 45, Page 13, et. seq., of the current public records of Clay County, Florida.

EXHIBIT "B"

COMMON AREAS

The Common Areas shall include the lakes now existing or hereinafter to be erected on the Property (which shall be maintained in accordance with and subject to the provisions of Articles VI and VII of this Declaration), the easements described below necessary for the construction, reconstruction and maintenance of the fencing, walls, berms, landscaping and signs which may be constructed by Declarant and Tracts "A", "B", "C", "D", "E", "F", "G" (Retention Ponds), Tract "H" (Open Space) and Tract "J" (Conservation Easement), according to the plat of Spencer Plantation Unit One.

Declarant may erect perimeter fencing, berms and landscaping along Spencer Plantation Boulevard, White Heron Trail and along such other boundaries of the Property as deemed necessary by Declarant. The Association shall have a five foot (5') easement surrounding the Entrance to maintain it in good condition and shall include in the annual assessments a reasonable reserve for the repair and replacement of the Entrance. No Owner shall remove, damage or alter any part of the Entrance without the approval of the ARC.

EXHIBIT "C"

ADDITIONAL PROVISIONS

(1) "Spencer Plantation Subsequent Phases" or any part thereof as described by Exhibit "D" may be annexed by Declarant without the consent of any other Owner with ten (10) years from the date of recording of this Declaration provided however, that such annexation shall require the approval of FHA and VA.

Any such annexation by Declarant shall be made by filing of record one or more supplemental declarations with respect to the annexed property. Each supplemental declaration shall contain a statement that the property that is the subject of the supplemental declaration constitutes additional property which is to become part of the Property and Common Areas subject to this Declaration. Such supplemental declaration shall be effective upon being recorded in the public records of Clay County, Florida.

In the event that additional property is annexed pursuant to this provision, then such property shall be considered within the definition of Property and Common Areas for purposes of this Declaration and each Owner of a Residential Lot shall be a Class A member of the Association and the votes of each class of members shall be adjusted accordingly. In the event that the Spencer's Plantation Subsequent Phases, or any part thereof, are not annexed as provided herein, then this Declaration shall not be construed as a lien, encumbrance or defect on such property.

(2) Each Residential Lot shall have an irrigation system installed on such Residential Lot in full compliance with the Clay County Utility Authority's Reclaimed Water Policy and each such irrigation system shall be operated and maintained by its Owner in accordance with the rules and regulations of the Clay County Utility Authority as well as all other governmental authorities having jurisdiction over such reclaimed water systems.

The Association is responsible for ensuring that all elements of the Florida Department of Environmental Protection rules and regulations regarding the use of reclaimed water within the Property are adhered to, including but not limited to, the public notice provisions of the Florida Department of Environmental Protection rules and regulations and the use of reclaimed water in public areas and on roadways.

EXHIBIT "D"

SPENCER'S PLANTATION SUBSEQUENT PHASES

Any real property located in Clay County contiguous to any of the Property included in this Declaration.

MORTGAGEE CONSENT

The undersigned, Bank of America, N.A., a national banking association, the holder of a mortgage recorded in Official Records Book 2254, Page 0017, of the Public Records of Clay County, Florida, joins in the execution hereof for the purpose of consenting to the Declaration of Covenants, Conditions and Restrictions for Spencer's Plantation.

Signed, sealed and delivered
in the presence of:

BANK OF AMERICA, N.A.

Betty J. Johnson
Printed name Betty J. Johnson

G. Ross McWilliams
Its Sr. Vice President

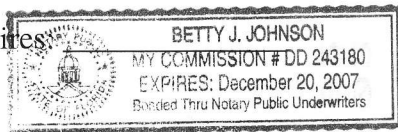
Karen L. Osborne
Printed name Karen L. Osborne

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of June 2004, by G. Ross McWilliams, being personally known to me.

Betty J. Johnson
Notary Public

My commission expires:



Prepared By and Return To:
Matovina & Company
2955 Hartley Road, Suite 108
Jacksonville, FL 32257

INSTR # 2005049202
OR BK 2564 Pages 427 - 429
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SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPENCER'S PLANTATION

This Supplemental Declaration is made by Foxchase at Orange Park, LLP, a Florida limited liability partnership, ("Declarant") with respect to the real property included within the plat of Spencer Plantation Unit Two, as recorded in Plat Book 47, Page 43, et. seq., of the current public records of Clay County, Florida. Spencer Plantation Unit Two is hereinafter individually and collectively referred to as the "Annexation Parcel".

WHEREAS, All of the lands shown on the plat of Spencer Plantation Unit One (according to the plat thereof recorded in Plat Book 45, Page 13, et. seq., of the current public records of Clay County, Florida) have been subjected to the Declaration of Covenants, Conditions and Restrictions for Spencer's Plantation, as recorded in Official Records Book 2402, Page 1482 of the current public records of Clay County, Florida.

WHEREAS, pursuant to Exhibit "C" of the Declaration, Declarant may, without the joinder or consent of any Owner, amend the Declaration to submit all or a portion of the additional property described on Exhibit "D" to the Declaration to the terms and provisions of the Declaration.

WHEREAS, the Annexation Parcel is included in the Spencer's Plantation Subsequent Phases described on Exhibit "D" to the Declaration.

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

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

- 1) The Annexation Parcel is hereby annexed to the Declaration and shall be held, transferred, conveyed and occupied subject to the easements, restrictions, covenants, terms and conditions of the Declaration in the same manner and to the same extent as if the Annexation Parcel had been subjected thereto in the Declaration.
- 2) Each of the platted lots included within the Annexation Parcel shall constitute a Residential Lot and Property as such terms are defined and used in the Declaration.

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

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration this 12th day of July 2005.

WITNESSES

FOXCHASE AT ORANGE PARK, LLP

Sharon A. Hudson
Print Name: Sharon A. Hudson

Gregory E. Matovina
By: Gregory E. Matovina
Its: Managing Partner

Sandra Douglas
Print Name: Sandra Douglas

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of July 2005 by Gregory E. Matovina (being personally known to me) as Managing Partner of Foxchase at Orange Park, LLP on behalf of the corporation.

Sharon A. Hudson
Print Name: Sharon A. Hudson
My Commission Expires: _____



SHARON A HUDSON
My Commission # DD 268213
Expires: Dec 11, 2007

MORTGAGEE CONSENT

The undersigned Bank of America, N.A., a national banking association, the holder of a mortgage recorded in Official Records Book 2254, Page 0017, of the public records of Clay County, Florida, joins in the execution hereof for the purpose of consenting to the Supplemental Declaration of Covenants, Conditions and Restrictions for Spencer's Plantation.

Signed, sealed and delivered
in the presence of:

BANK OF AMERICA, N.A.

Bonnie L. McKenzie
Print Name: Bonnie L. McKenzie

Crystal R Davis
Print Name: CRYSTAL R DAVIS

G. Ross McWilliams
By: G. Ross McWilliams
Its: Senior Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12 day of July, 2005 by G. Ross McWilliams, being personally known to me.

Tina R DeLong
Notary Public



Tina R DeLong
My Commission DD287861
Expires April 02, 2008

PLAT BOOK 45 PAGE 13
SHEET 1 OF 8 SHEETS

52.28 Acres ±

[illegible]

This is to certify that Foxchase at Orange Park, LLP, a Florida limited liability partnership, hereinafter "Dedicator"

This is to certify that Foxchase at Orange Park LLP, a Florida limited liability partnership, hereinafter "Dedicator," is the lawful owner of the lands described in the caption herein, known as SPENCER PLANTATION UNIT ONE, having caused the same to be surveyed and subdivided. This plat being in accordance with said survey is hereby dedicated as a time and service easement to all those lands, Spencer Plantation Boulevard, Milla Heron Trail, Birchwood Court, and the other streets shown thereon, which are situated between the subject lands and the lands owned or controlled by Dedicator.

The Dedicator, its successors and assigns, and all drainage easements so may be shown on this plat are herby irrevocably dedicated to Clay County, its successors and assigns, and are subject to the following covenants which shall run with the lands.

"Tract A", "Tract B", "Tract C", "Tract D", "Tract E", "Tract F", "Tract G", "Tract H", "Tract I", "Tract J", "Tract K", "Tract L", "Tract M", "Tract N", "Tract O", "Tract P", "Tract Q", "Tract R", "Tract S", "Tract T", "Tract U", "Tract V", "Tract W", "Tract X", "Tract Y", "Tract Z", "Tract AA", "Tract AB", "Tract AC", "Tract AD", "Tract AE", "Tract AF", "Tract AG", "Tract AH", "Tract AI", "Tract AJ", "Tract AK", "Tract AL", "Tract AM", "Tract AN", "Tract AO", "Tract AP", "Tract AQ", "Tract AR", "Tract AS", "Tract AT", "Tract AU", "Tract AV", "Tract AW", "Tract AX", "Tract AY", "Tract AZ", "Tract BA", "Tract BB", "Tract BC", "Tract BD", "Tract BE", "Tract BF", "Tract BG", "Tract BH", "Tract BI", "Tract BJ", "Tract BK", "Tract BL", "Tract BM", "Tract BN", "Tract BO", "Tract BP", "Tract BQ", "Tract BR", "Tract BS", "Tract BT", "Tract BU", "Tract BV", "Tract BW", "Tract BX", "Tract BY", "Tract BZ", "Tract CA", "Tract CB", "Tract CC", "Tract CD", "Tract CE", "Tract CF", "Tract CG", "Tract CH", "Tract CI", "Tract CJ", "Tract CK", "Tract CL", "Tract CM", "Tract CN", "Tract CO", "Tract CP", "Tract CQ", "Tract CR", "Tract CS", "Tract CT", "Tract CU", "Tract CV", "Tract CW", "Tract CX", "Tract CY", "Tract CZ", "Tract DA", "Tract DB", "Tract DC", "Tract DD", "Tract DE", "Tract DF", "Tract DG", "Tract DH", "Tract DI", "Tract DJ", "Tract DK", "Tract DL", "Tract DM", "Tract DN", "Tract DO", "Tract DP", "Tract DQ", "Tract DR", "Tract DS", "Tract DT", "Tract DU", "Tract DV", "Tract DW", "Tract DX", "Tract DY", "Tract DZ", "Tract EA", "Tract EB", "Tract EC", "Tract ED", "Tract EE", "Tract EF", "Tract EG", "Tract EH", "Tract EI", "Tract EJ", "Tract EK", "Tract EL", "Tract EM", "Tract EN", "Tract EO", "Tract EP", "Tract EQ", "Tract ER", "Tract ES", "Tract ET", "Tract EU", "Tract EV", "Tract EW", "Tract EX", "Tract EY", "Tract EZ", "Tract FA", "Tract FB", "Tract FC", "Tract FD", "Tract FE", "Tract FF", "Tract FG", "Tract FH", "Tract FI", "Tract FJ", "Tract FK", "Tract FL", "Tract FM", 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The Dedicator, its successors and assigns, owns the underlying fee simple title to the area depicted on this plat as Tract "A", Tract "B", Tract "C", Tract "D", Tract "E", Tract "F", Tract "G", Tract "H", Tract "I", Tract "J", Tract "K", Tract "L", Tract "M", Tract "N", Tract "O", Tract "P", Tract "Q", Tract "R", Tract "S", Tract "T", Tract "U", Tract "V", Tract "W", Tract "X", Tract "Y", Tract "Z", Tract "AA", Tract "AB", Tract "AC", Tract "AD", Tract "AE", Tract "AF", Tract "AG", Tract "AH", Tract "AI", Tract "AJ", Tract "AK", Tract "AL", Tract "AM", Tract "AN", Tract "AO", Tract "AP", Tract "AQ", Tract "AR", Tract "AS", Tract "AT", Tract "AU", Tract "AV", Tract "AW", Tract "AX", Tract "AY", Tract "AZ", Tract "BA", Tract "BB", Tract

The Dedicator does hereby covenant in favor of Clay County, its successors and assigns, that it will be and remain affirmatively responsible, obligated and liable for construction, installation and subsequent maintenance of all storm water management facilities within the tract governed by Clay County as of the date of its acceptance of this plat, as well as those required under any permit issued by any state and all governmental agencies with jurisdiction, including but not limited to, any storm water retention or detention ponds presently or hereafter located or constructed therein, and any filtration systems, control structures, underdrains, pipes or other facilities, fixtures or equipment installed therein and/or associated therewith, and for removing and treating aquatic

[illegible]

Until Clay County, its successors and assigns, in its sole discretion, elects to undertake the responsibility for maintenance of the storm water management facilities within the Tract, the Dedicator does hereby covenant and agree to indemnify Clay County, its successors and assigns, and save it harmless from suits, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the lakes and filtration systems and other storm water management facilities. This indemnification shall run with the land and successors and assigns of the Dedicator shall be subject to and bound by it.

The Dedicator, on behalf of itself, its successors and assigns, shall not enter upon or use any portion of the Tract for any purpose inconsistent with the above water management facilities hereinabove described. In this regard, except as the same may be related directly to the maintenance and use authorized in connection therewith, the Dedicator, its successors and assigns, shall not place any structures, buildings, fences, gates, ditches, drains, culverts, pipes, conduits, canals, dikes, levees, embankments, or planted, any temporary or permanent structures or vegetation of any kind encroaching within, on, over, or across the Tract, including but not limited to fences, hedgerows, fountains or bulbheads.

Tracts "A", "B", "C", "D", "E", "F", "G", "H" and "J" are reserved unto the Dedicator, its successors and/or assigns.

Tract "K" is dedicated to Clay County Utility Authority. The Easements described in General Notes 13 through 17 herein, shall be irrevocably dedicated as stated therein.

IN WITNESS WHEREOF, Foxchase at Orange Park, LLP, a Florida limited liability partnership

has caused these presents to be executed on its behalf as of the date shown below,

Fox Chase at Orange Park, LLP

Sharon Hudson Mitchell, Doria
 Sharon Hudson, Witness
 Michele A. GOR, Witness
 By, Gregory E. Matovina
 Gregory E. Matovina, Managing Partner
 a limited liability partnership

The foregoing instrument was personally acknowledged before me this 21 day of Feb, 2008, by Gregory E. Matovina, as Managing Partner of Foxchase at Orange Park, LLP, a Florida limited liability partnership, on behalf of the partnership.

Shirley K. Douglas
Shirley K. Douglas
Notary Public, State of Florida

PLAT BOOK 45 PAGE 14
SHEET 2 OF 8 SHEETS

52.28 Acres ±

[illegible]

Approved this 14 day of May, 2004.

Director, Department of Zoning

Approved this 23rd day of MARCH 2004.

Director, Department of Planning

Approved this 14th day of MAY, 2004

Director, Department of Engineering

Examined and approved this 19 day of May 2004;
 Based at County Council Chambers, Caerliff, Caerliff

Robert M. Williams Clerk of the Board

I hereby certify that this plat has been examined and that it complies in form with Chapter 117, Florida Statutes, as amended, and is filed for record in Book 43, Page 13 of the public records of Clay County, Florida this 21 day of May, 2004.

James D. Lee
Clerk of the Circuit Court

This is to certify that this plot is a correct representation of the lands surveyed, described and described hereon, that Permanent Reference Monuments have been placed as shown on said plot in accordance with Chapter 171, Florida Statutes, as amended, and that the same have been made under my responsible direction and supervision and that the survey data shown on said plot complies with all the requirements of said chapter.

Signed this 2nd day of March, 2004.

The undersigned surveyor hereby certifies that he has been retained by Clay County, Florida, to review this plat of Clay County, Florida in accordance with the requirements of Section 105(1), Florida Statutes (1989), and has determined that said plat conforms with the requirements of Chapter 171, Florida Statutes.

This undersigned did not prepare this plat.

This certificate is made as of the 1st day of March 2004.

The foregoing instrument was acknowledged before me this 27th day of Feb., 2003, by Frank T. Spencer, as managing partner of Frank Spencer Ltd., a Florida limited partnership, on behalf of the partnership.

Frank Spencer, Ltd., a Florida limited partnership, owner and holder of that certain mortgage dated August 15, 2003 and recorded on August 27, 2003 in Official Records Book 2254, page 36 of the public records of Clay County, Florida, hereby consents to this plat and joins in its dedication.

The foregoing instrument was acknowledged before me this 27th day of Feb 2008, by G. Ross McWilliams, as vice president of Bank of America, N.A. (National Association), on behalf of the bank.

Bank of America, N.A. (National Association), owner and holder of that certain mortgage dated August 15, 2003 and recorded on August 27, 2003 in Official Records Book 2254, page 17 of the public records of Clay County, Florida, hereby consents to this plat and joins in its dedication.

As a condition precedent to the recordation of this plat in the public records of Clay County, Florida, the undersigned owner of this subdivision does hereby guarantee to each owner of a lot in this subdivision, his heirs, successors and assigns, who may hereafter purchase a lot or lots in said subdivision from said owner, that said owner shall within six (6) months of the date of acceptance of the street and drainage improvements by the Board of County Commissioners thereof fully comply with each and every regulation of the Board of County Commissioners of Clay County, Florida, covering subdivisions in effect at the time of the filing of this plat and hereby so certifies to each owner of a lot in said

Suzanne A. Goria
Suzanne A. Goria, Witness

Gregory E. Matovina, Managing Director

Foxchase at Orange Park, LLP

Aug 5 - 1st home

Gregory E. Matovina, Managing Partner

Michelle A. Fiora
MICHELLE A. FIORA

Simon Hudson
Simon Hudson Witness

By: S. Rosmarion Vico

S. Ross Marjallian, Vice President

Andrea K. Douglas
Joseph K. Douglas



 Sondra K. Douglas
NY COMMISSIONER
December 10, 2004
NOTED THIS TESTAIN INSURANCE #

Chief Miller
Director, Department of Zoning

By: Frank T. Spencer
Frank Spencer, Ltd.,
a Florida limited partnership

Spencer, Ltd.
limited partnership

[Signature]
Director, Department of Planning


by Frank T. Spencer,
ship.

C. E. T. H.
Director, Department of Engineering

NAIC
NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS

MEMBERS' APPROVAL _____
 I signed this 10th day of May 2004.
 Commissioner, Clay County, Florida.
William W. W. W.
 Clerk of the Board

Matthew P. Griffin
New A. Griffin
Florida Registration No 3743
4 Blanding Blvd. Middleburg,


 File in Form with Chapter 13
 4th Pages 13
 May 13, 2004
 James T. Lee
 Clerk of the Circuit Court

Florida Cert. No. 2510
Eiland and Associates, Inc., LB 15
615 Blanding Boulevard
Orange Park, Florida 32067
272-1000

SPENCER PLANTATION UNIT ONE

Section 2 and 3, Township 4 South, Range 25 East, Clay County, Florida.
52.28 Acres ±

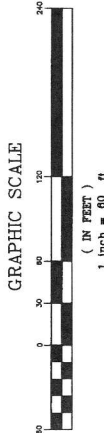
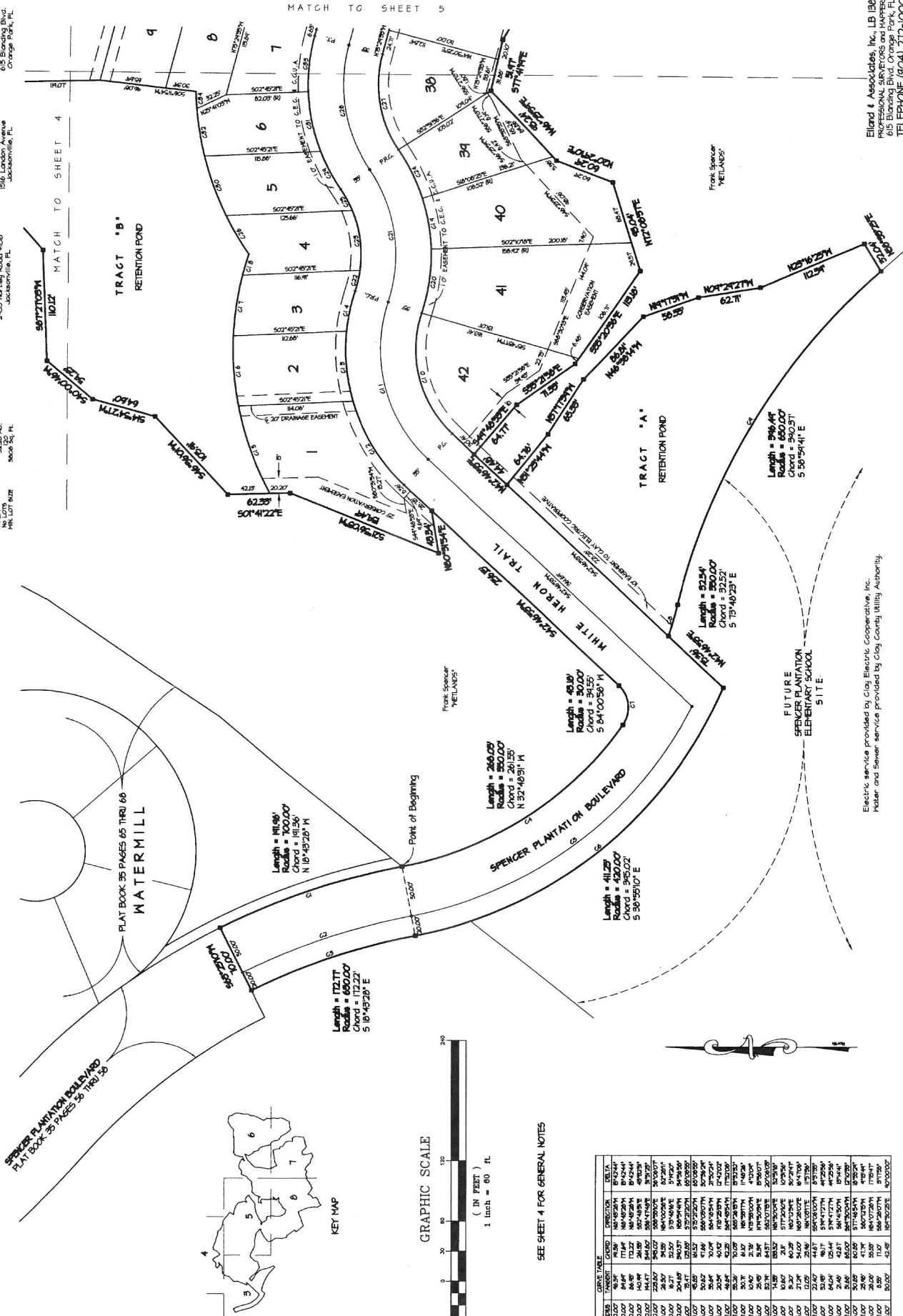
PLAT BOOK 45 PAGE 15
SHEET 3 OF 8 SHEETS

TYPE I SUBDIVISION "RE" ZONE

LAND USE
FARMING
AREA
MIN. LOT SIZE
360.00 AC.
MIN. LOT SIZE
360.00 AC.

ENGINEER
J. L. Luce & Associates
2005 Northway Road
Jacksonville, FL

SURVEYOR
E. J. Luce & Associates
2005 Northway Road
Orange Park, FL



SEE SHEET 4 FOR GENERAL NOTES

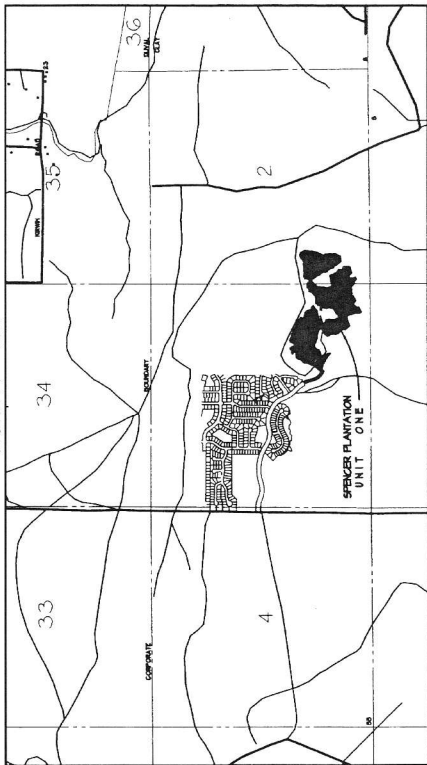
CURVE	LENGTH	BEARING	CHORD	DELTA
C1	112.17	S 10° 43' 28" E	112.17	180°
C2	172.17	S 10° 43' 28" E	172.17	180°
C3	246.00	S 10° 43' 28" E	246.00	180°
C4	40.00	S 10° 43' 28" E	40.00	180°
C5	40.00	S 10° 43' 28" E	40.00	180°
C6	40.00	S 10° 43' 28" E	40.00	180°
C7	40.00	S 10° 43' 28" E	40.00	180°
C8	40.00	S 10° 43' 28" E	40.00	180°
C9	40.00	S 10° 43' 28" E	40.00	180°
C10	40.00	S 10° 43' 28" E	40.00	180°
C11	40.00	S 10° 43' 28" E	40.00	180°
C12	40.00	S 10° 43' 28" E	40.00	180°
C13	40.00	S 10° 43' 28" E	40.00	180°
C14	40.00	S 10° 43' 28" E	40.00	180°
C15	40.00	S 10° 43' 28" E	40.00	180°
C16	40.00	S 10° 43' 28" E	40.00	180°
C17	40.00	S 10° 43' 28" E	40.00	180°
C18	40.00	S 10° 43' 28" E	40.00	180°
C19	40.00	S 10° 43' 28" E	40.00	180°
C20	40.00	S 10° 43' 28" E	40.00	180°
C21	40.00	S 10° 43' 28" E	40.00	180°
C22	40.00	S 10° 43' 28" E	40.00	180°
C23	40.00	S 10° 43' 28" E	40.00	180°
C24	40.00	S 10° 43' 28" E	40.00	180°
C25	40.00	S 10° 43' 28" E	40.00	180°
C26	40.00	S 10° 43' 28" E	40.00	180°
C27	40.00	S 10° 43' 28" E	40.00	180°
C28	40.00	S 10° 43' 28" E	40.00	180°
C29	40.00	S 10° 43' 28" E	40.00	180°
C30	40.00	S 10° 43' 28" E	40.00	180°
C31	40.00	S 10° 43' 28" E	40.00	180°
C32	40.00	S 10° 43' 28" E	40.00	180°
C33	40.00	S 10° 43' 28" E	40.00	180°
C34	40.00	S 10° 43' 28" E	40.00	180°
C35	40.00	S 10° 43' 28" E	40.00	180°
C36	40.00	S 10° 43' 28" E	40.00	180°
C37	40.00	S 10° 43' 28" E	40.00	180°
C38	40.00	S 10° 43' 28" E	40.00	180°
C39	40.00	S 10° 43' 28" E	40.00	180°
C40	40.00	S 10° 43' 28" E	40.00	180°
C41	40.00	S 10° 43' 28" E	40.00	180°
C42	40.00	S 10° 43' 28" E	40.00	180°

Electric service provided by Clay Electric Cooperative, Inc.
Water and Sewer service provided by Clay County Utility Authority.

Elland & Associates, Inc., L.B. 1981
Professional Surveyors, Mapmakers
615 Blanding Blvd. Orange Park, FL
TELEPHONE (904) 271-1000

PLAT BOOK 45 PAGE 16
SHEET 4 OF 8 SHEETS

TYPE | SUBDIVISION " RE " ZONE



(IN FEET)
1 inch = 60 ft.

Electric service provided by Clay Electric Cooperative, Inc.
Water and Sewer service provided by Clay County Utility Authority.

LAND USE	URBAN CORSE
ZONING	R2
AREA	52.26 AC.
NO. LOTS	120
MIN. LOT SIZE	3806 SQ. FT.

GENERAL NOTES

- [illegible]

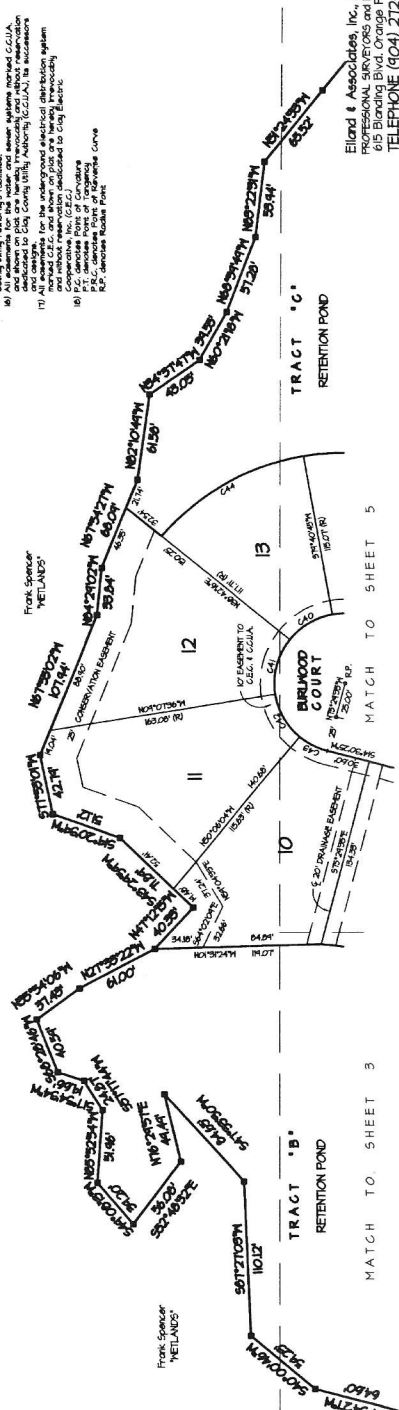
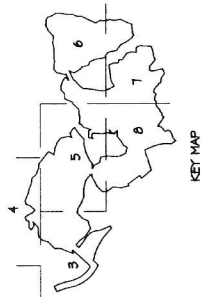
NOTICE: This plat as recorded in its graphic form is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

4) PROPERTY HEREIN IS SUBJECT TO AGREEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2354, PAGE 44 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

2) PROPERTY HEREIN IS SUBJECT TO AGREEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2307, PAGE 116 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

1) PROPERTY HEREIN IS SUBJECT TO AGREEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1084, PAGE 540, OFFICIAL RECORDS BOOK 1454, PAGE 802, AND OFFICIAL RECORDS BOOK 1618, PAGE 1176 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD	DELTA
C1	41.72	50.00	30.00	43.48	80°00'00"
C2	67.01	35.94	30.00	64.22	87°58'57"
C3	67.01	35.94	30.00	64.22	87°58'57"
C4	36.30	50.00	30.00	38.08	50°43'50"
C5	54.67	50.00	30.00	57.13	50°43'50"
C6	35.30	50.00	30.00	37.07	102°17'44"
C7	35.30	50.00	30.00	37.07	102°17'44"
C8	41.74	50.00	30.00	43.51	180°14'24"
C9	65.30	50.00	30.00	68.07	180°14'24"
C10	65.30	50.00	30.00	68.07	180°14'24"
C11	22.46	50.00	30.00	23.86	25°28'50"
C12	22.46	50.00	30.00	23.86	25°28'50"
C13	10.00	50.00	30.00	10.50	40°04'51"
C14	102.11	50.00	30.00	107.86	107°18'58"
C15	102.11	50.00	30.00	107.86	107°18'58"



MATCH TO SHEET 3

Elland & Associates, Inc., LB 1361
PROFESSIONAL SURVEYORS and MAPPERS
615 Blanding Blvd. Orange Park, FL
TELEPHONE (904) 272-1000

SPENCER PLANTATION UNIT ONE

Section 2 and 3, Township 4 South, Range 25 East, Clay County, Florida.

52.28 Acres ±

TYPE I SUBDIVISION "RE" ZONE

PLAT BOOK 45 PAGE 17

SHEET 5 OF 8 SHEETS

OWNER
Foxchase at Orange Park, LLP
2500 Foxchase Blvd.
Jacksonville, FL 32216

ENGINEER
J.L. Lucas & Associates
1500 N. Orange Blvd.
Jacksonville, FL 32216

SURVEYOR
Eiland & Associates, Inc., L.B. 1301
605 Braiding Blvd. Orange Park, FL
32067

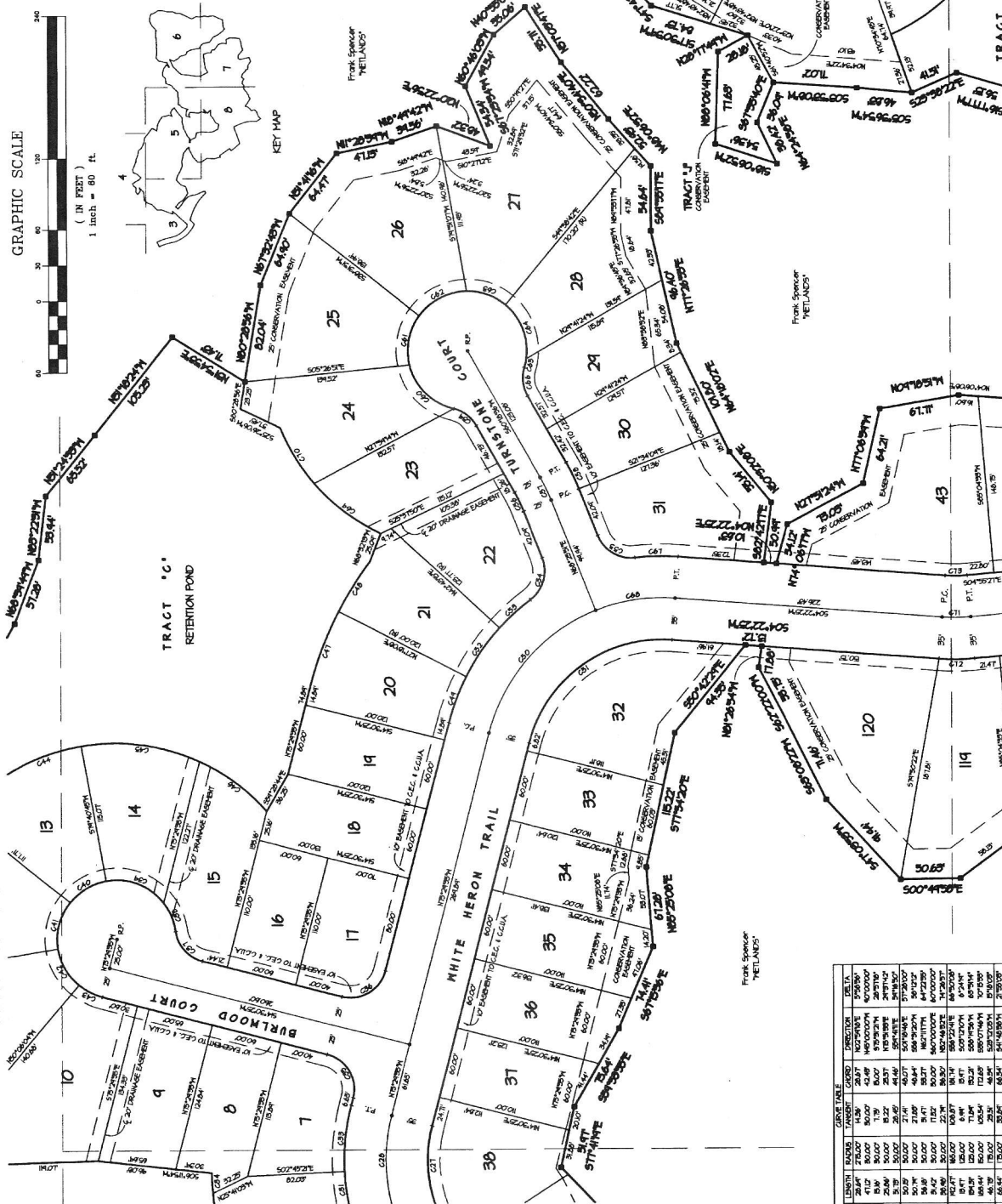
Electric service provided by Clay Electric Cooperative, Inc.
Water and Sewer service provided by Clay County Utility Authority.

LAND USE
URBAN CORE

ZONE
UR-1

AREA
52.28 AC

MIN. LOT SIZE
5000 Sq. Ft.



GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft

KEY MAP

TRACTION RETENTION POND

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SPENCER PLANTATION UNIT ONE

Section 2 and 3, Township 4 South, Range 25 East, Clay County, Florida.
52.28 Acres ±

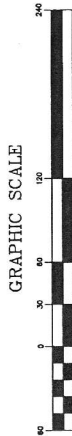
PLAT BOOK 45 PAGE 18
SHEET 6 OF 8 SHEETS

TYPE I SUBDIVISION "RE" ZONE

OWNER
Fanchise at Orange Park, LLP
2105 University Avenue
Jacksonville, FL

ENGINEER
J. L. Lick & Associates
1515 University Avenue
Jacksonville, FL

SURVEYOR
Elliott & Associates
615 Blending Blvd., Orange Park, FL

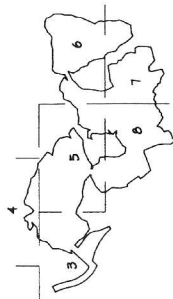


(IN FEET)
1 inch = 80 ft.

Electric service provided by Clay Electric Cooperative, Inc.
Water and Sewer service provided by Clay County Utility Authority.

LAND USE
ZONING
NO. LOTS
MIN. LOT SIZE

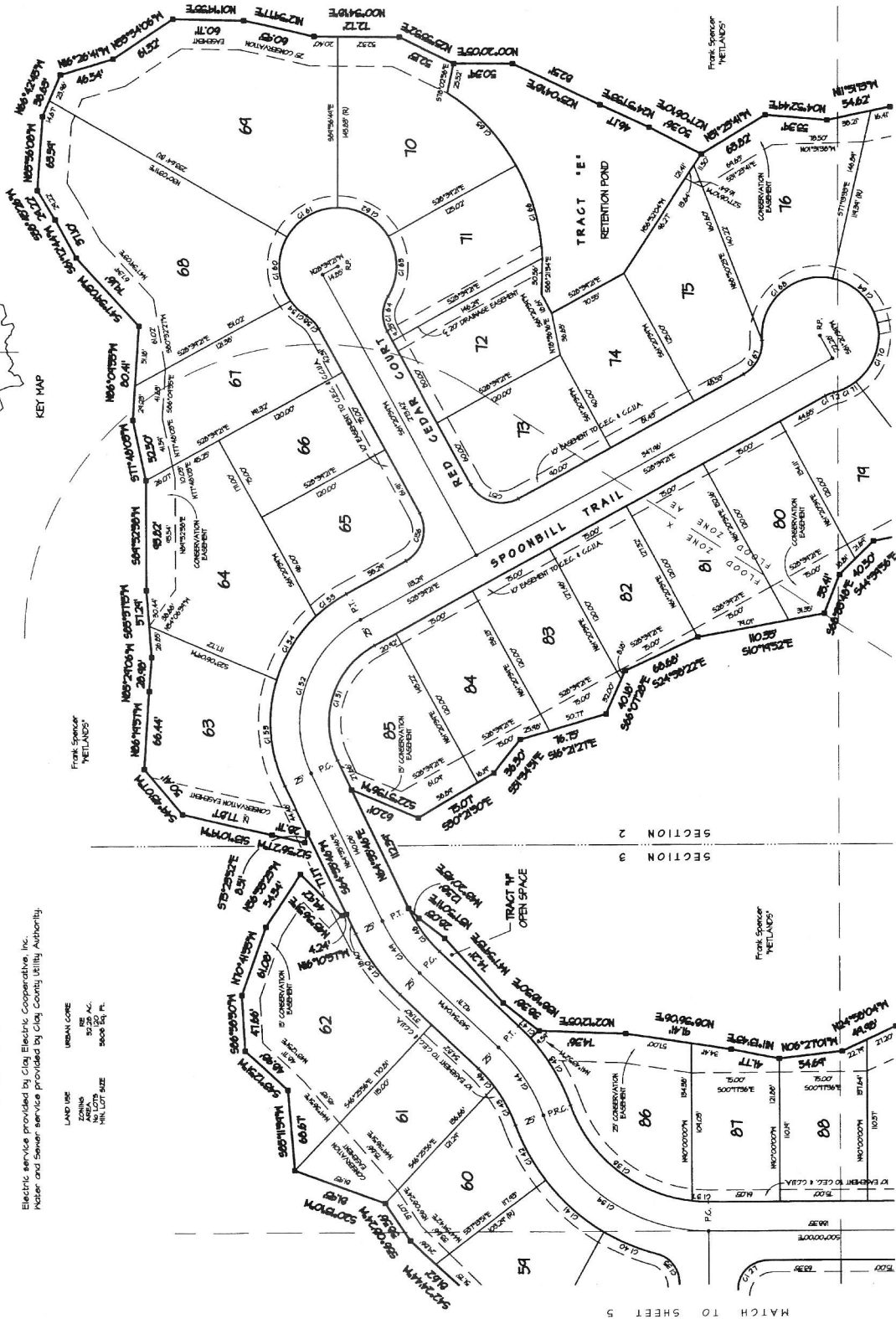
URBAN CORE
R-1
32 AC.
5000 SQ. FT.



KEY MAP



SEE SHEET 4 FOR GENERAL NOTES



LOT	AREA	PERCENT	ACRES	DEED	REMARKS
1	0.01	0.01	0.01	1000000	1000000
2	0.01	0.01	0.01	1000000	1000000
3	0.01	0.01	0.01	1000000	1000000
4	0.01	0.01	0.01	1000000	1000000
5	0.01	0.01	0.01	1000000	1000000
6	0.01	0.01	0.01	1000000	1000000
7	0.01	0.01	0.01	1000000	1000000
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82	0.01	0.01	0.01	1000000	1000000
83	0.01	0.01	0.01	1000000	1000000
84	0.01	0.01	0.01	1000000	1000000
85	0.01	0.01	0.01	1000000	1000000
86	0.01	0.01	0.01	1000000	1000000
87	0.01	0.01	0.01	1000000	1000000
88	0.01	0.01	0.01	1000000	1000000

Elliott & Associates, Inc. LB 1891
PROFESSIONAL SURVEYORS AND MAPPERS
615 Blending Blvd., Orange Park, FL
TELEPHONE (904) 272-1000

MATCH TO SHEET 7

MATCH TO SHEET 5

CAD 24601.16

SPENCER PLANTATION UNIT ONE

Section 2 and 3, Township 4 South, Range 25 East, Clay County, Florida.
52.28 Acres ±

PLAT BOOK 45 PAGE 19
SHEET 7 OF 8 SHEETS

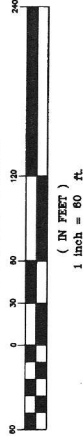
TYPE I SUBDIVISION "RE" ZONE

OWNER
Frank Spencer
2855 Northway Road #208
Jacksonville, FL

ENGINEER
J. Lee Anderson
1916 London Avenue
Jacksonville, FL

SURVEYOR
Edgar J. Anderson
615 Blanding Blvd.
Orange Park, FL

GRAPHIC SCALE



Electric service provided by Clay Electric Cooperative, Inc.
Water and Sewer service provided by Clay County Utility Authority.

LAND USE
ZONING
MIN. LOT SIZE
MIN. LOT AREA
MIN. LOT DEPTH

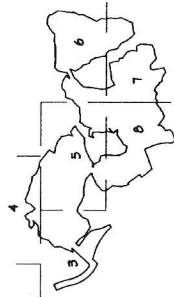
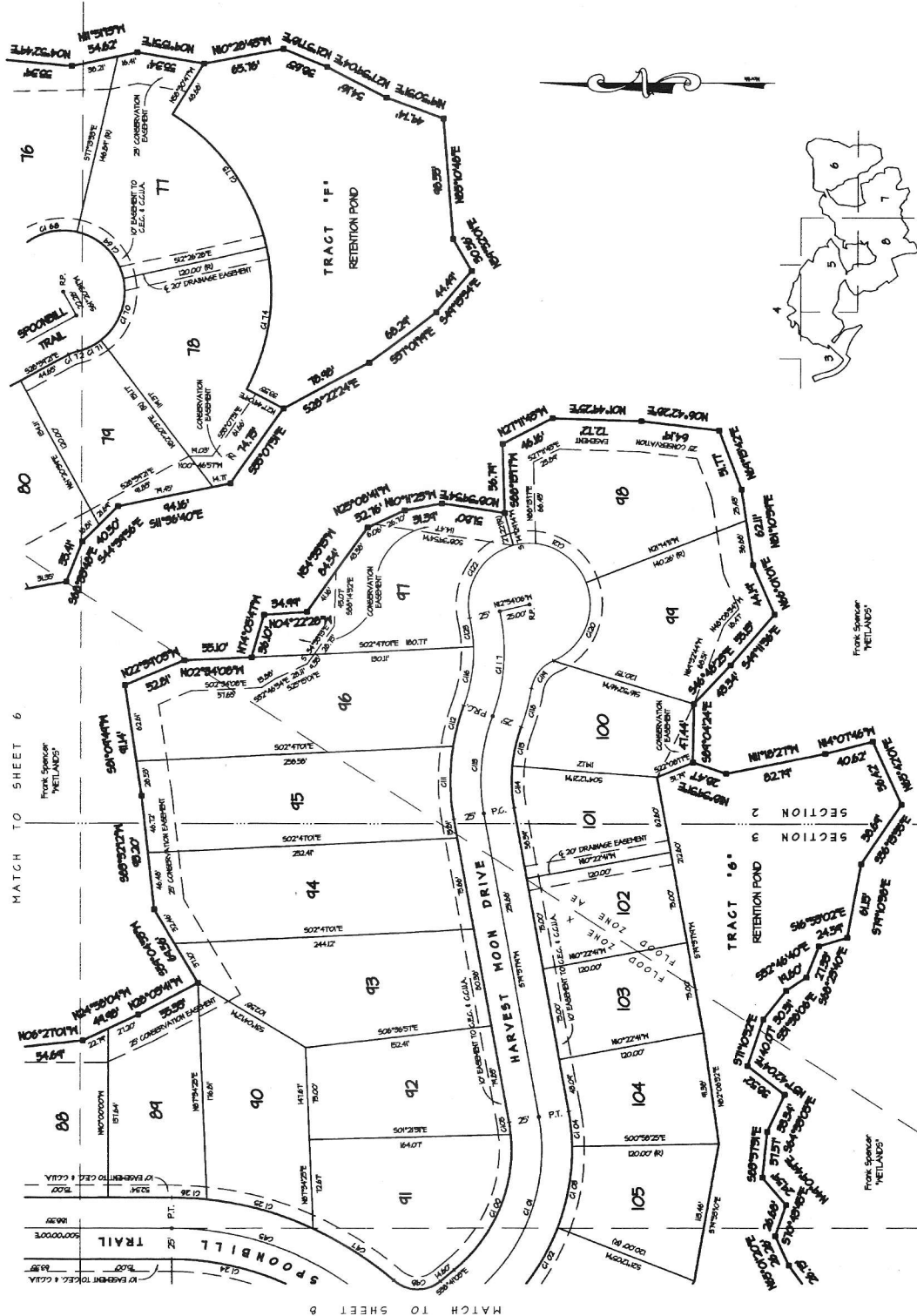
URBAN CORNE
RE
30.25 AC.
3000 SQ. FT.
100 FT.

Frank Spencer
"METLANS"

SEE SHEET 4 FOR GENERAL NOTES

LINE	LENGTH	AREA	PERCENT	REMARKS
C&D	10.00	0.00	0.00	SECTION 2
C&E	10.00	0.00	0.00	SECTION 3
C&F	10.00	0.00	0.00	SECTION 4
C&G	10.00	0.00	0.00	SECTION 5
C&H	10.00	0.00	0.00	SECTION 6
C&I	10.00	0.00	0.00	SECTION 7
C&J	10.00	0.00	0.00	SECTION 8
C&K	10.00	0.00	0.00	SECTION 9
C&L	10.00	0.00	0.00	SECTION 10
C&M	10.00	0.00	0.00	SECTION 11
C&N	10.00	0.00	0.00	SECTION 12
C&O	10.00	0.00	0.00	SECTION 13
C&P	10.00	0.00	0.00	SECTION 14
C&Q	10.00	0.00	0.00	SECTION 15
C&R	10.00	0.00	0.00	SECTION 16
C&S	10.00	0.00	0.00	SECTION 17
C&T	10.00	0.00	0.00	SECTION 18
C&U	10.00	0.00	0.00	SECTION 19
C&V	10.00	0.00	0.00	SECTION 20
C&W	10.00	0.00	0.00	SECTION 21
C&X	10.00	0.00	0.00	SECTION 22
C&Y	10.00	0.00	0.00	SECTION 23
C&Z	10.00	0.00	0.00	SECTION 24
C&AA	10.00	0.00	0.00	SECTION 25
C&AB	10.00	0.00	0.00	SECTION 26
C&AC	10.00	0.00	0.00	SECTION 27
C&AD	10.00	0.00	0.00	SECTION 28
C&AE	10.00	0.00	0.00	SECTION 29
C&AF	10.00	0.00	0.00	SECTION 30
C&AG	10.00	0.00	0.00	SECTION 31
C&AH	10.00	0.00	0.00	SECTION 32
C&AI	10.00	0.00	0.00	SECTION 33
C&AJ	10.00	0.00	0.00	SECTION 34
C&AK	10.00	0.00	0.00	SECTION 35
C&AL	10.00	0.00	0.00	SECTION 36
C&AM	10.00	0.00	0.00	SECTION 37
C&AN	10.00	0.00	0.00	SECTION 38
C&AO	10.00	0.00	0.00	SECTION 39
C&AP	10.00	0.00	0.00	SECTION 40
C&AQ	10.00	0.00	0.00	SECTION 41
C&AR	10.00	0.00	0.00	SECTION 42
C&AS	10.00	0.00	0.00	SECTION 43
C&AT	10.00	0.00	0.00	SECTION 44
C&AU	10.00	0.00	0.00	SECTION 45
C&AV	10.00	0.00	0.00	SECTION 46
C&AW	10.00	0.00	0.00	SECTION 47
C&AX	10.00	0.00	0.00	SECTION 48
C&AY	10.00	0.00	0.00	SECTION 49
C&AZ	10.00	0.00	0.00	SECTION 50

Elland & Associates, Inc. LB 1991
PROFESSIONAL SURVEYORS AND MAPPERS
615 Blanding Blvd. Orange Park, FL
TELEPHONE (904) 372-1000



SPENCER PLANTATION UNIT ONE

Section 2 and 3, Township 4 South, Range 25 East, Clay County, Florida.
52.28 Acres ±

PLAT BOOK 45 PAGE 20
SHEET 8 OF 8 SHEETS

TYPE I SUBDIVISION "RE" ZONE

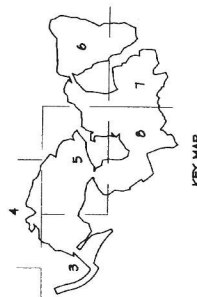
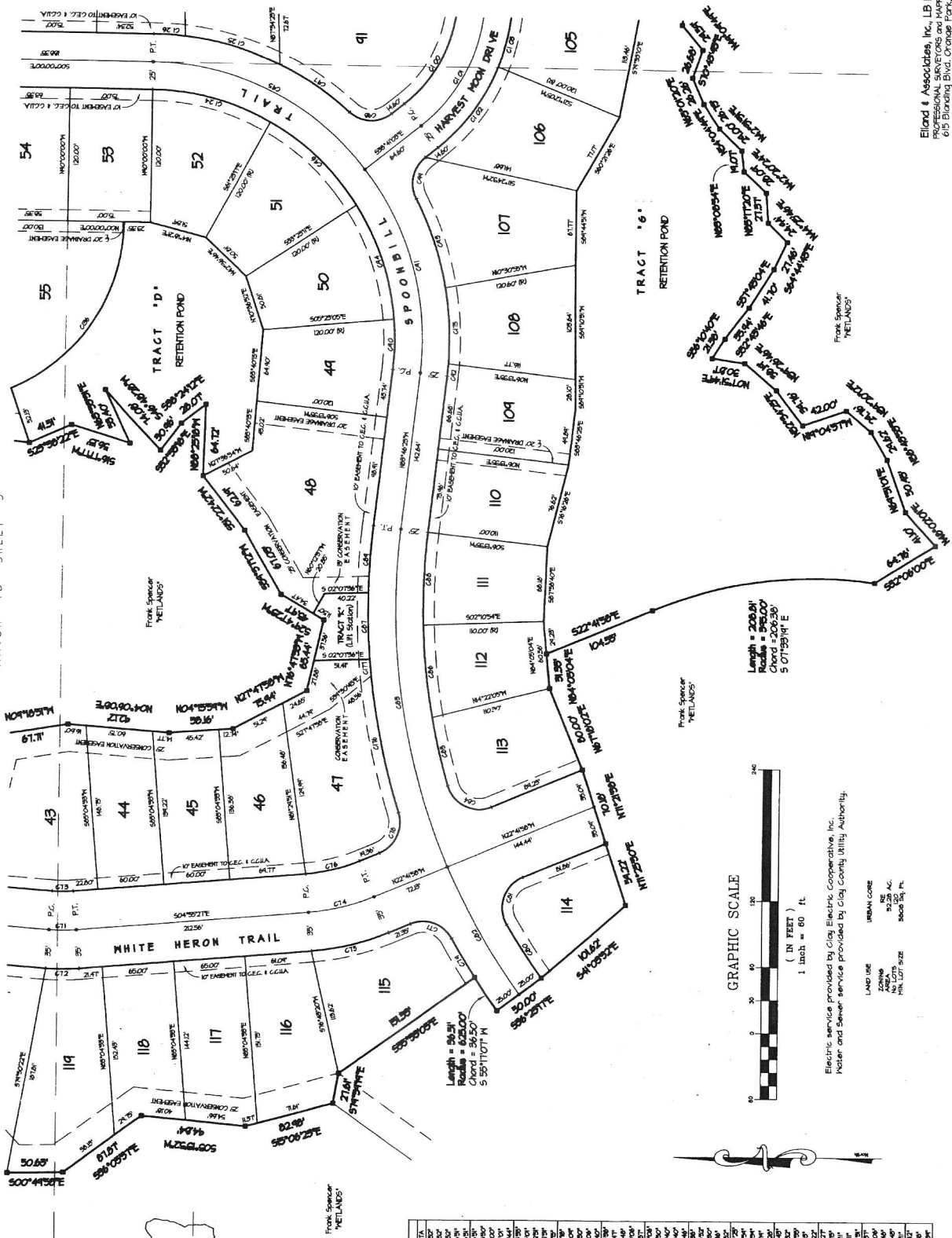
OWNER
Fountain at Orange Park, LLP
2100 London Avenue
Jacksonville, FL

ENGINEER
J. Lucas & Associates
1515 London Avenue
Jacksonville, FL

SURVEYOR
Elford & Associates
615 Blending Blvd.
Orange Park, FL

MATCH TO SHEET 5

MATCH TO SHEET 7



SEE SHEET 4 FOR GENERAL NOTES

CURVE	LENGTH	BEARING	CHORD	DIRECTION	DELT
C1	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C2	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C3	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C4	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C5	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C6	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C7	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C8	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C9	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C10	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C11	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C12	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C13	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C14	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C15	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C16	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C17	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C18	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C19	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C20	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C21	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C22	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C23	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C24	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C25	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C26	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C27	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C28	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C29	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C30	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C31	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C32	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C33	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C34	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C35	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C36	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C37	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C38	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C39	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C40	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C41	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C42	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C43	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C44	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C45	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C46	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C47	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C48	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C49	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C50	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C51	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C52	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C53	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C54	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C55	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C56	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C57	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C58	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C59	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C60	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C61	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C62	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C63	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C64	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C65	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C66	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C67	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C68	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C69	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C70	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C71	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C72	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C73	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C74	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C75	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C76	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C77	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C78	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C79	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C80	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C81	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C82	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C83	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C84	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C85	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C86	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C87	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C88	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C89	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C90	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C91	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C92	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C93	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C94	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C95	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C96	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C97	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C98	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C99	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00
C100	100.00	S 00° 00' 00" E	100.00	S 00° 00' 00" E	0.00

Electric service provided by Clay Electric Cooperative, Inc.
Water and Sewer service provided by Clay County Utility Authority.

LAND USE

URBAN CORE

AGRICULTURE

WATER

MIN. LOT SIZE

Elford & Associates, Inc. LB 1991
PROFESSIONAL SURVEYORS and MAPPERS
615 Blending Blvd. Orange Park, FL
TELEPHONE (904) 272-1000

SPENCER PLANTATION UNIT TWO

Section 3 and 10, Township 4 South, Range 25 East, Clay County, Florida.
33.70 Acres ±

PLAT BOOK 47 PAGE 44
SHEET 2 OF 6 SHEETS

TYPE I SUBDIVISION "RE" ZONE

ENGINEER
FORDHOUSE OF ORANGE PARK, LLP
2500 Harding Road #200
Jacksonville, FL 32217
FLORIDA REGISTRATION NO. 11000
EXPIRES 12/31/11

COUNTY DEPARTMENT OF ZONING APPROVAL

Approved this 10th day of March, 2005.

Cheryl Miller
Director, Department of Zoning

COUNTY DEPARTMENT OF PLANNING APPROVAL

Approved this 28th day of February, 2005.

Tom Lane
Director, Department of Planning

COUNTY DEPARTMENT OF ENGINEERING APPROVAL

Approved this 15th day of June, 2005.

Clay T. W.
Director, Department of Engineering

COUNTY COMMISSIONERS' APPROVAL

I examined and approved this 16th day of June, 2005,
by the Board of County Commissioners, Clay County, Florida.

Robert A. Munnell
Chairman of the Board

G. S. B.
Chairman of the Board

SUBDIVISION IMPROVEMENT GUARANTEE

As a condition precedent to the recording of this plat in the public records of Clay County, Florida, the undersigned owner of this subdivision does hereby guarantee to each person or persons who may hereafter acquire an interest in any lot or lots shown on this plat, that the undersigned owner shall, within a reasonable time, and in no event more than 12 months of the date of acceptance of the street and drainage improvements by the Board of County Commissioners thereof fully comply with each and every regulation of the Board of County Commissioners of Clay County, Florida, covering subdivisions in effect at the time of the filing of this final plat insofar as the same affects a lot or lots sold.

Time of such performance being of the essence, said guarantee shall be part of each deed of conveyance or contract of sale covering lots in said subdivision, executed by said owner, and the same extent and purposes as if said guarantee were incorporated verbatim in each said conveyance or contract of sale.

Fordhouse of Orange Park, LLP
a Florida limited liability partnership

Gregory E. Matovina
Gregory E. Matovina, Managing Partner

Michael Davis
Michael Davis, Witness

CLERK'S CERTIFICATE

I hereby certify that this plat has been examined and that it complies in form with Chapter 171, Florida Statutes, as amended, and is filed for record in Plat Book 47, Page 44, of the public records of Clay County, Florida this 28th day of February, 2005.

James B. Lee
Clerk of the Court



MORTGAGEE'S JOINDER

Bank of America, N.A. (National Association), owner and holder of that certain mortgage dated August 15, 2003 and recorded on August 21, 2003 in Official Records Book 2254, page 11 of the public records of Clay County, Florida, and Financing Statement recorded in Official Records Book 2275, page 1260, hereby consents to this plat and joins in its dedication.

Sharon A. Hudson
Sharon A. Hudson, Witness

Gregory E. Matovina
Gregory E. Matovina, Vice President

STATE OF FLORIDA, COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 16th day of February, 2005, by G. S. B. Medlin as vice president of Bank of America, N.A. (National Association), on behalf of the bank.

Sharon A. Hudson
Notary Public, State of Florida



MORTGAGEE'S JOINDER

Frank Spencer, Ltd., a Florida limited partnership owner and holder of that certain mortgage dated August 15, 2003 and recorded on August 21, 2003 in Official Records Book 2254, page 36 of the public records of Clay County, Florida, hereby consents to this plat and joins in its dedication.

Leslie E. Matovina
Leslie E. Matovina, Witness

Frank T. Spencer
Frank T. Spencer, Managing Partner

STATE OF FLORIDA, COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 15th day of February, 2005, by Frank T. Spencer, as managing partner of Frank Spencer, Ltd., a Florida limited partnership, on behalf of the partnership.

Sharon A. Hudson
Notary Public, State of Florida



SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he has been retained by Clay County to review this plat on behalf of Clay County, Florida, in accordance with the requirements of Section 171.08(1), Florida Statutes, (1948), and has determined that said plat conforms with the requirements of Chapter 171, Florida Statutes.

The undersigned did not prepare this plat.

This certificate is made as of the 16th day of February, 2005.

SURVEYOR'S CERTIFICATE

This is to certify that this plat is a correct representation of the lands surveyed, plotted and described hereon, that Permanent Reference Monuments have been placed on shown on said plat in accordance with Chapter 171, Florida Statutes, as amended, and that Permanent Control Points will be set as shown in accordance with said laws, that said survey was made under my responsible direction and supervision and that the survey data shown on this plat was obtained from the records of said chapter.

Signed this 16th day of February, 2005.

Matthew A. Griffith
Matthew A. Griffith
Florida Registration No. 51453
255A Blanning Blvd. Middleburg, FL



SPENCER PLANTATION UNIT TWO

Section 3 and 10, Township 4 South, Range 25 East, Clay County, Florida.
33.70 Acres ±

TYPE I SUBDIVISION "RE" ZONE

OWNER: **SPENCER PLANTATION, LLC**
11000 N. US Highway 1
Jacksonville, FL 32218

ENGINEER: **ELLAND & ASSOCIATES, INC.**
605 Blakely Blvd. Orange Park, FL 32067

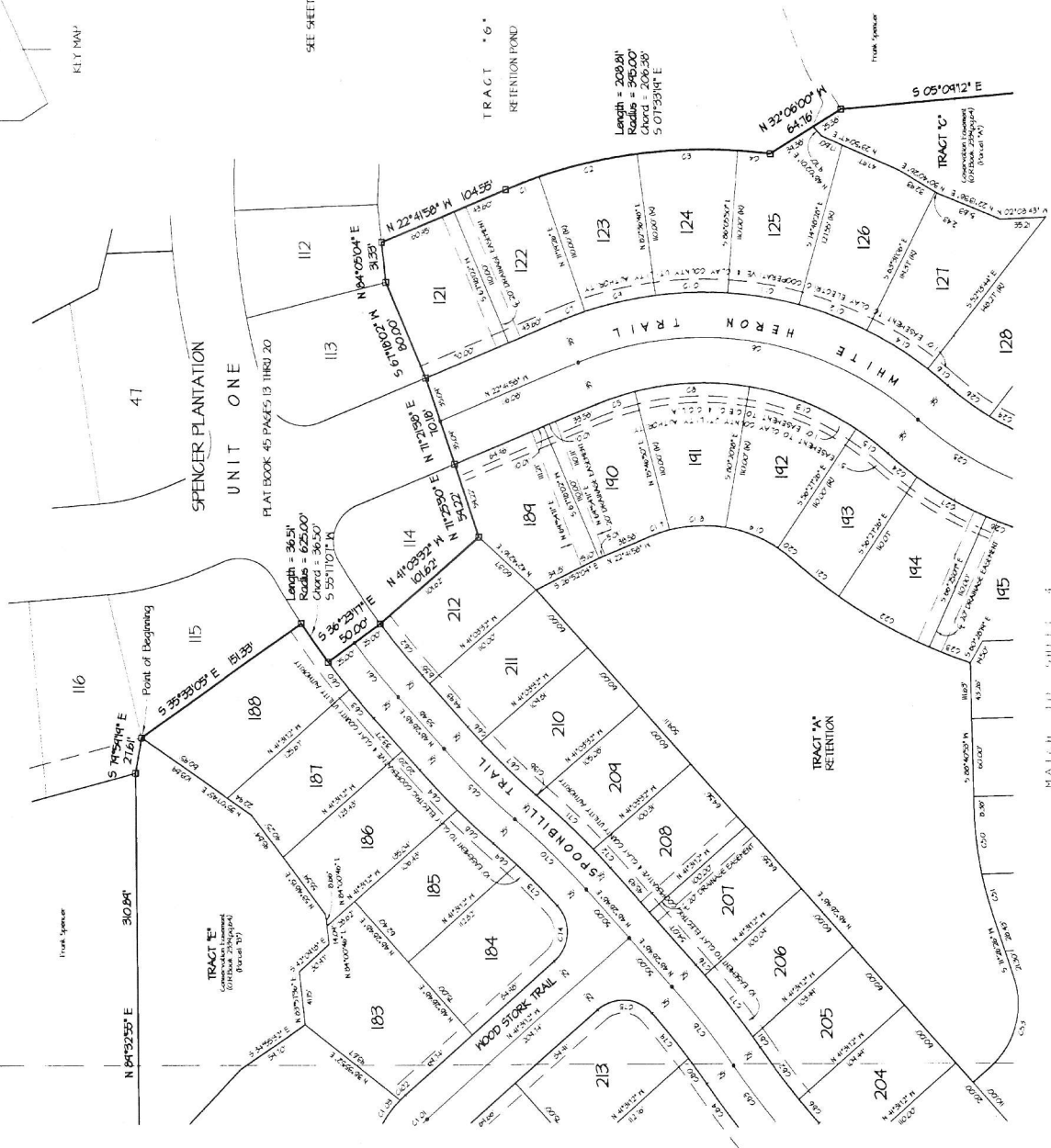
GRAPHIC SCALE



Electric service provided by Clay Electric Cooperative, Inc.
Water and Sewer service provided by Clay County Utility Authority.

KEY MAP

SEE SHEET 4 FOR GENERAL NOTES



MATCH TO SHEET 4

ELLAND & ASSOCIATES, INC. LB 1581
605 Blakely Blvd. Orange Park, FL
TELEPHONE (904) 212-1000

Section 3 and 10, Township 4 South, Range 25 East, Clay County, Florida.
33.70 Acres ±

TYPE | SUBDIVISION " RE " ZONE

OWNER
Touche at Orange Park, LLP
2455 Hartley Road #100
Jacksonville, FL

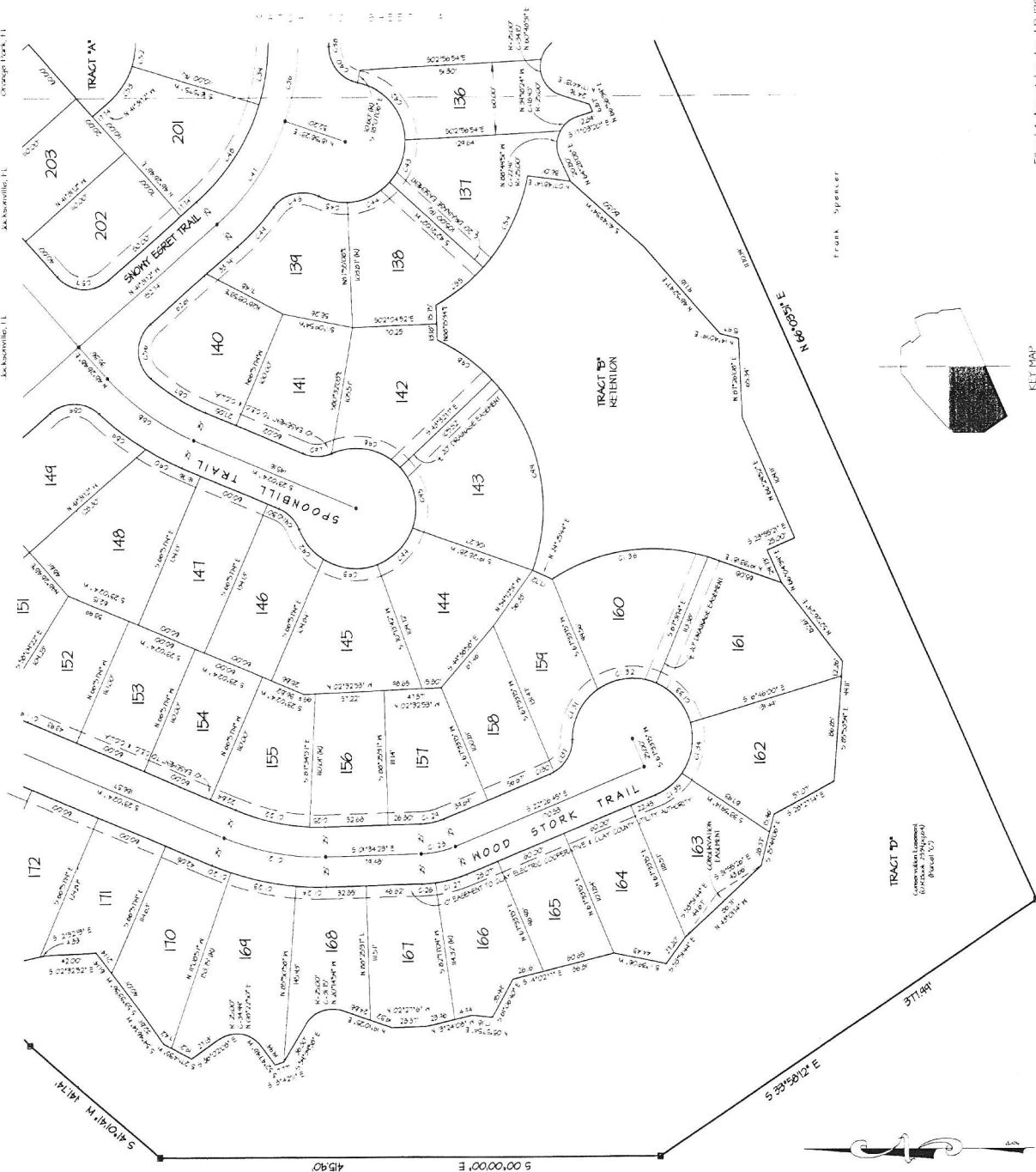
ENGINEER
J. Lucas & Associates
1916 London Avenue
Jacksonville, FL

SURVEYOR
Hiland & Associates
6115 Blumling Blvd
Orange Park, FL

OWNL
Exchange at Orange Park, LLP
2475 Hartley Road #100



Electric service provided by Clay Electric Cooperative, Inc.
Water and sewer services provided by Clay County Utility Authority.



KEY MAP

Eiland & Associates, Inc., LB 1301
 PROFESSIONAL SURVEYORS and MAPPERS
 605 Blanding Blvd. Orange Park, FL
 TELEPHONE (904) 272-1000

PAGE SHEET 4 FOR GENERAL NOTES

Section 3 and 10, Township 4 South, Range 25 East, Clay County, Florida.
33.70 Acres ±

TYPE I SUBDIVISION "RE" ZONE

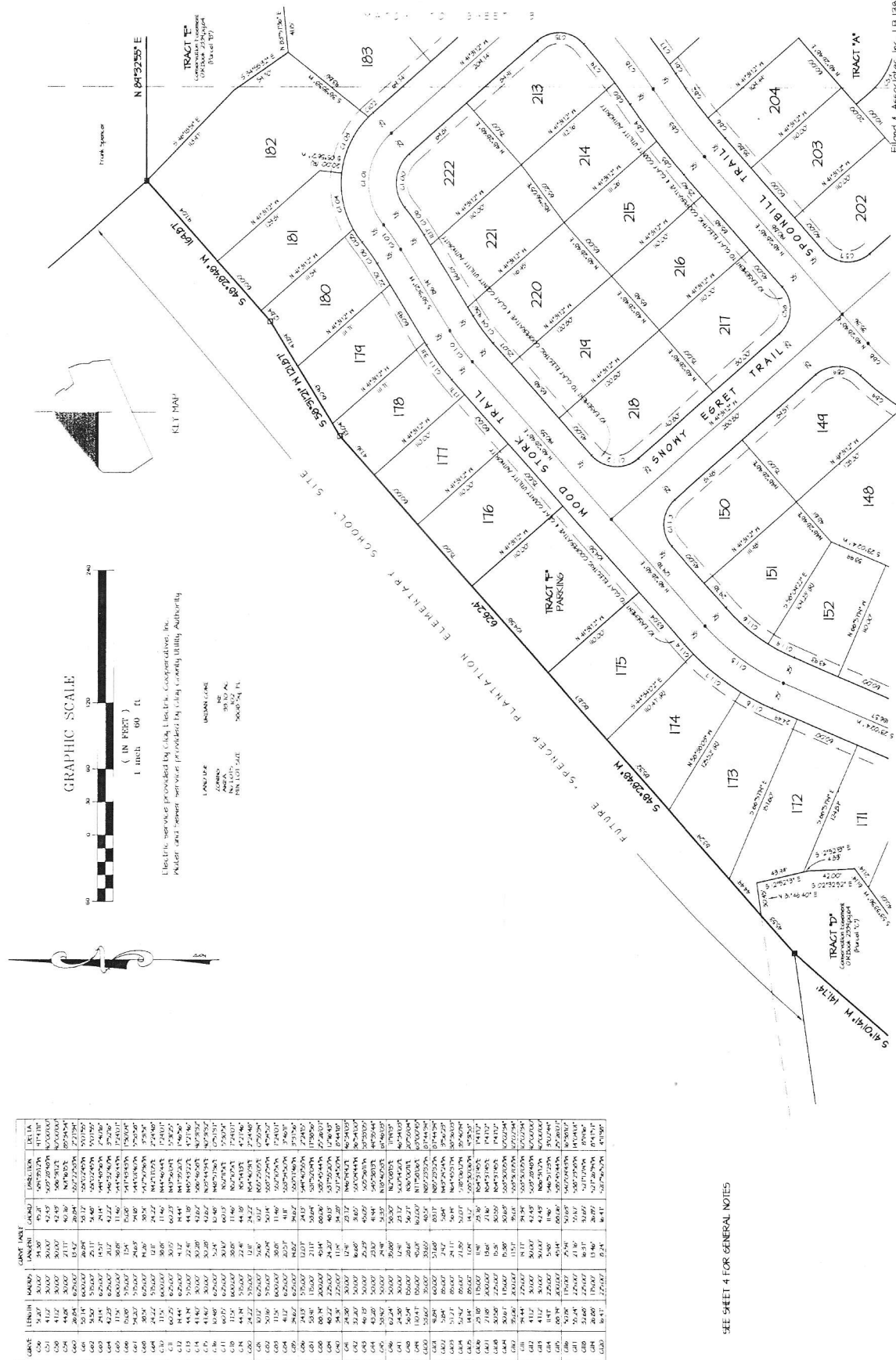
OWNER
Foxhome at Orange Park, LLP
2455 Holly Road #105
Jacksonville, FL

FINANCER
J. Lucas & Associates
1160 Lusk Avenue
Jacksonville, FL

SURVEYOR
Holland & Associates
615 Blending Blvd.
Orange Park, FL

ENGINEERING
Woods & Associates
10 London Avenue
Kirkcubright, FL

OWNER
Foxhounds at Orange Park, LLP
2455 Holly Road #100
Jacksonville, FL



SEE SHEET 4 FOR GENERAL NOTES

100

Eiland & Associates, Inc., LB 1381
PROFESSIONAL SURVEYORS and MAPPING
605 Blanding Blvd. Orange Park, FL
TELEPHONE (904) 272-1000