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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

DUNN'S CROSSING

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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
DUNN'S CROSSING

THIS DECLARATION is made this _____ day of _____, 2005, by Dunn Avenue Development, Inc., a Florida corporation (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. The Dunn's Crossing Homeowners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Common Area**. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described

on Exhibit B attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.4 **Developer**. Dunn Avenue Development, Inc. and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Dunn Avenue Development, Inc. as the Developer of the Property is not intended and shall not be construed, to impose upon Dunn Avenue Development, Inc. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Dunn Avenue Development, Inc. and develop and resell the same.

Section 2.5 **Limited Common Area**. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exists from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within twenty (20) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.6 **Lot**. Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.7 **Owner**. The record owner or owners of any Lot.

Section 2.8 **Property or Subdivision**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.9 **PUD**. Planned Unit Development Ordinance Number 2002-572E, as enacted by the City of Jacksonville, as the same may be amended from time to time.

Section 2.10 **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 4OC-4, 4OC-40, or 4OC-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and shall include any drainage swales located within the Property.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants**. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands**. Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VII of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Duval County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands**. With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Duval County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV
THE ASSOCIATION

Section 4.1 **Membership**. Each Owner, including the Developer (at all times so long as it owns any part of the Property), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 4.2 **Classes and Voting**. The Association shall have two classes of membership:

(a) **Class A Members**. The Class A Members shall be all Owners, with the exception of the Developer, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owner's thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class B Members**. The Class B Member shall be the Developer who shall be entitled to three (3) votes for each Lot owned by the Developer. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;

(ii) December 31, 2010;

(iii) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer; or

(iv) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

ARTICLE V
COMMON AREA RIGHTS

Section 5.1 **Conveyance of Common Area**. Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, before the date which is ninety (90) days following the conveyance of the last Lot owned by the Developer to any party. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment**. Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; provided however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of this Declaration without the approval of Members holding two-thirds (2/3) of the total votes that are allocated to the Association's members;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of the PUD;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(d) The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;

(e) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area**. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Duval County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 5.4 **Maintenance of Common Area and Compliance with Applicable Permits**. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer,

electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain all lakes, swales, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), and Duval County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. 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 shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. 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 SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.5 **Easement for Maintenance Purposes**. The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, a perpetual, non-exclusive easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including without limitation, the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. By the easement granted hereby, the Association and its successors, assigns, agents and contractors, shall have the right to enter upon any portion of any Lot which is included within the Surface Water or Storm Water Management System, at all reasonable times and in a reasonable manner, to operate, maintain or repair the Surface Water or Storm Water Management System as required by the SJRWMD. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No Owner or other 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 SJRWMD. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 6.1 **Architectural Review and Approval**. Except for the initial construction of residential dwellings and related structures, landscaping, and other improvements ("Initial Construction"), no landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer or the Association. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 6.2 **Architectural Review Board**. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) or five (5) members who need not be members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

Section 6.3 **Powers and Duties of the ARB**. The ARB shall have the following powers and duties:

(a) To recommend amendments to the architectural criteria to the Board at such time as the Board shall have the right to adopt or amend architectural criteria for the Property. For so long as the Developer shall be entitled to elect or appoint a majority of the members of the Board, only the Developer shall have the right to promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the Association. At such time as members of the Association shall elect a majority of the members of the Board, such architectural criteria shall be promulgated, amended, eliminated, or replaced by the Board. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB pursuant to this Article VI. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VI, any improvements or structures of any kind (other than Initial Construction), or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB may, but need not be evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

(d) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

Section 6.4 **Compensation of ARB**. The Board may, at its option, pay reasonable compensation to any or all members of the ARB.

Section 6.5 **Review of Initial Construction by Developer**. No Initial Construction shall be commenced upon any Lot unless and until the plans, specifications and location of the same have been submitted to, and approved by, the Developer in writing. All plans and specifications shall be evaluated as to visual and acoustical privacy, as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation, and as to consistency with this Declaration and architectural criteria made applicable to Initial Construction by the Developer from time to time.

Section 6.6 **Variance**. The Developer and the ARB may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer or ARB, as applicable. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 6.7 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer, the ARB, or the Association as contemplated by this Article VI, neither the Developer, the ARB, nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB, or the Association.

ARTICLE VII
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments**. Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 7.2 **Purpose of Assessments**.

7.2.1 The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 5.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District under Permit No. 4-031-88118-1 (the "Surface Water Permit") including all operation, sampling, testing, monitoring and maintenance requirements as specified by the Surface Water Permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System.

7.2.2 The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or

the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors at the time such special assessment is levied.

Section 7.3 **Calculation and Collection of Assessments**. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots shall pay a pro rata share of annual and special assessments which shall be allocated among the Owners as provided in subparagraph (b) of this Section 7.3. Except as hereafter provided, the annual assessment amount allocated to each Lot is hereby established to be, and shall not exceed, Four Hundred and 00/100 Dollars ($400.00) per Lot. From and after December 31, 2005, such amount may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Lot, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Lot may be increased above the ten percent (10%) limitation set forth in this Section 7.3.

(b) All annual and special assessments shall be established at a uniform rate per Lot.

(c) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of Duval County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than annually. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

Section 7.4 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer**. The lien of the Association shall be effective from and after recording in the public records of Duval County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of a delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal.

Section 7.5 **Subordination of Lien to Mortgages**. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 7.6 **Developer's Assessments**. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, deferred maintenance, replacements and reserves) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until (i) the Developer shall notify the Association that it will no longer pay for operating deficits of the Association; or (ii) the Class B Membership shall cease and be converted to Class A Membership. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE VIII
EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 **Exterior Maintenance**. The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have fifteen (15) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 **Assessments of Costs**. The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefitting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall

become due and payable in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Section 7.3, and shall be subordinate to mortgage liens to the extent provided by Section 7.5.

Section 8.3 **Access**. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE IX
UTILITY PROVISIONS

Section 9.1 **Water System**. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving the Owner's Lot in accordance with the requirements of the applicable utility supplier. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Association.

Section 9.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of the sewer lines serving the Owner's Lot in accordance with the requirements of the applicable utility provider, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by such utility provider. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 9.3 **Garbage Collection**.

(a) Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association, which approval shall not be unreasonably withheld. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

Section 9.4 **Utility Service**. It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to such Lot.

ARTICLE X
USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 10.1 **Residential Use**. The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model

homes during the development and sale of Lots within the Property or other properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 10.2 **Living Area**. Each detached single family residence constructed upon a Lot shall contain a minimum of one thousand four hundred (1400) square feet of heated and air conditioned living area.

Section 10.3 **No Detached Buildings**. No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 10.4 **Setbacks**.

10.4.1 **Front**. No dwelling shall be erected within twenty (20) feet of any front Lot line.

10.4.2 **Side**. No dwelling shall be erected within five (5) feet of any side Lot line and the combined side setbacks on any Lot shall not be less than fifteen (15) feet in the aggregate.

10.4.3 **Rear**. No dwelling shall be erected within ten (10) feet of any rear Lot line.

10.4.4 **Easement Areas**. No dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property or within any easement reserved by Section 11.1 of this Declaration.

10.4.5 **Measurement of Setbacks**. All setbacks shall be measured from the exterior wall of the dwelling to the applicable Lot or parcel boundary.

Section 10.5 **Landscaping**. Landscaping shall be installed on each Lot as stated hereafter.

10.5.1 Except for landscaping installed by the Developer, a landscaping plan for each Lot and Limited Common Area appurtenant thereto must be submitted to and approved by the Developer at the time of Initial Construction of a residence on such Lot. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding with St. Augustine or Bermuda grass varieties only will be required as set forth in the architectural criteria established pursuant to Article VI hereof. All Lots and appurtenant Limited Common Areas that are not landscaped or left in a natural wooded state shall be grassed to the paved roadway and/or lake's edge where such Lot abuts a roadway and/or lake.

10.5.2 Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 10.5.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 10.5.1 above, within

thirty (30) days following the issuance of a Certificate of Occupancy or similar final approval for the residence constructed on the Lot by the Building Department of Duval County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article VIII of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which sum may be collected as provided in Article VII hereof.

Section 10.6 **Motor Vehicles and Boats**. No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to be totally isolated from public view. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer.

Section 10.7 **Nuisances**. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.8 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the ARB in accordance with architectural criteria imposed by the Developer or the Association from time to time and in accordance with all applicable rules and regulations of the Federal Communications Commission or other governmental authorities having jurisdiction.

Section 10.9 **Lakes**. Only the Developer and the Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 10.16 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance

obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article VIII of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer and all applicable governmental agencies. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 12.10 HEREOF.

Section 10.10 **Insurance and Casualty Damages**. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 10.11 **Trees**. No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer, except for trees located within an approved building pad, and the area within five (5) feet of such building pad.

Section 10.12 **Artificial Vegetation**. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 10.13 **Signs**. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Association; provided however, directional signage to be used during the construction of homes within the Property shall be solely subject to the approval of the Developer.

Section 10.14 **Lighting**. No lighting shall be permitted which alters the residential character of the Subdivision.

Section 10.15 **Animals**. All animals shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

Section 10.16 **Maintenance of Lots and Limited Common Areas**. After construction of improvements on a Lot has commenced, no weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All such Lots and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.17 **Fences**. Except as approved by the Developer as part of Initial Construction, or as subsequently approved by the ARB, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 10.18 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.19 **Window Air Conditioning**. No window air conditioning units shall be installed on any building within the Subdivision.

Section 10.20 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with the terms of the PUD, and all environmental, land use, marketing and consumer protection ordinances, statutes, regulations, and permits applicable to the Property or to any improvements constructed thereon.

Section 10.21 **Platting and Additional Restrictions**. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property owned by it, and to file

any covenants and restrictions, or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Developer.

Section 10.22 **Vegetative Buffer**. There shall be set aside a permanent vegetative buffer ("Buffer") of varying widths over that portion of the Property depicted on the plat of the Subdivision as "vegetative buffer". The Buffer is part of the Surface Water or Storm Water management system permitted by the SJRWMD. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite; therefore, the area must be maintained with a dense vegetative cover. Filling and placement of impervious surfaces (other than fenceposts) are prohibited within the Buffer.

Section 10.23 **Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 4-031-88118-1 ISSUED BY THE ACOE AND PERMIT NUMBER SAJ-2003-5353 (IP-KEV) ISSUED BY THE SJRWMD (THE "PERMITS"). THE PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR ACOE, AS APPLICABLE.

ARTICLE XI
RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 11.1 **Easements for Ingress, Egress, Utilities and Drainage**. The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water

lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property; and (iii) a strip of land within each Lot five feet in width along the front, rear and sides of each Lot.

Section 11.2 **Drainage Flow**. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or reserved in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 11.3 **Future Easements**. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 11.4 **Cable Television or Radio**. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

Section 11.5 **Easements for Maintenance Purposes**. The Developer reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer or the Association.

Section 11.6 **Developer Rights Re: Temporary Structures, Etc.** Developer reserves the right for itself, it successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements located on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

ARTICLE XII
GENERAL PROVISIONS

Section 12.1 **Remedies for Violations**.

12.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD, and it shall be the Association's responsibility to assist the ACOE, the SJRWMD or both in any such enforcement proceedings. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

12.1.2 In addition to all other remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(a) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(b) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors (the "Rules Enforcement Committee") at which time the Owner shall present argument as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(c) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Rules Enforcement Committee shall be submitted to the Owner not later than thirty (30) days after the Board of Directors meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(d) The Rules Enforcement Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time.

(e) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(f) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected an enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

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

(h) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

(i) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. No member of the Rules Enforcement Committee shall participate in the review of any infraction in which such member is alleged to have participated.

Section 12.2 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 12.3 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 12.4 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 12.5 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants. Any amendment to this Declaration which alters any provision relating to 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 written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Duval County, Florida.

Section 12.6 **Assignment of Permit Responsibilities and Indemnification**. In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the ACOE permit. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the plat of the Subdivision and for compliance with the ACOE Permit. Subsequent to the termination of the Class B Membership, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, 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 an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 12.7 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 12.8 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 12.9 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of Duval County, Florida.

Section 12.10 **Disclaimers as to Water Bodies**. NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND

ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 9th day of August, 2005.

Signed, sealed and delivered
in the presence of:

Caroline R. Nichols
Name Printed: Caroline R. Nichols

Name Printed: Justin Hart

DUNN AVENUE DEVELOPMENT, INC., a Florida corporation

By: James Putnal
Name Printed: James Putnal
Title: Vice President

Address: 4315 Pablo Oaks Court, Suite 1
Jacksonville, Florida 32224

STATE OF FLORIDA)
)SS
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 9th day of August, 2005, by James Petral, the Vice President of **DUNN AVENUE DEVELOPMENT, INC.**, a Florida corporation, on behalf of the corporation.

Karen M. Godfrey
MY COMMISSION # DD194207 EXPIRES
May 25, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Karen M Godfrey
Print Name
NOTARY PUBLIC, State of Florida at Large
Commission #
My Commission Expires:
Personally Known ✓
or Produced I.D.
[check one of the above]
Type of Identification Produced

EXHIBIT A

(Legal Description of the Property)

All of Dunn's Crossing Unit One according to the plat thereof recorded in Plat Book 58, Pages 166 through 177, of the public records of Duval County, Florida.

EXHIBIT B

(Common Area)

Robert Masters Boulevard, Robert Masters Court, Scenic Point Circle, Johnson Lake Court, Armsdale Court, Moose Creek Court, Johnson Creek Drive, Johnson Creek Circle, Johnson Creek Circle N., Johnson Creek Circle E., and Robert Masters Boulevard S., Tract B1, Tract B2, Tract B3, Tract E, Tract F, Tract G, Tract H, Tract I, Tract P2, Tract W3, Tract W4, Tract W1, Tract W2, of Dunn's Crossing Unit One according to the plat thereof recorded in Plat Book 58, Pages 166 through 177 of the public records of Duval County, Florida.

BYLAWS
OF
DUNNS CROSSING HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Dunns Crossing ("Declaration") to be recorded in the public records of Duval County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Dunns Crossing Homeowners Association, Inc. ("Association") shall be at 4315 Pablo Oaks Court, Suite 1, Jacksonville, Florida 32224, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot or any other portion of the Property, and the Developer as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term

of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members appointed by the Developer) shall be made by the Nominating Committee described in Article IX hereof, or upon petition in accordance with Section C. of this Article V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that such Owner is appointing to the Board.

C. Petitions for nominees shall also be accepted if signed by Members representing one-third (1/3) of the total votes held by the Class A Members, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section D of this Article V.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Class A Members, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

E. In order for an election of members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

F. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.

2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be

construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(i) To fix the amount of annual assessments against each Class A Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(ii) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(iii) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

B. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. COMMITTEES.

A. The standing committees of the Association shall be the Nominating Committee and the Architectural Review Board. The Nominating Committee and Architectural Review Board shall have the duties, authority and functions as described in the Declaration and as elsewhere described in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meeting of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least fourteen (14) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. At all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

C. For elections of the Board of Directors, the Members shall vote in person or by proxy at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Dunns Crossing Homeowners Association, Inc., not for profit, 2003.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Duval County, Florida. For so long as the Class B Membership shall exist, HUD and VA shall have the right to veto amendments to these Bylaws.

XV. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

FILED
03 MAR -4 AM 10:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
DUNNS CROSSING HOMEOWNERS ASSOCIATION, INC.
(a corporation not-for-profit)

I. NAME AND DEFINITIONS.

The name of this corporation shall be Dunns Crossing Homeowners Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Dunns Crossing to be recorded in the current public records of Duval County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be 4315 Pablo Oaks Court, Suite 1, Jacksonville, Florida 32224, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within Dunns Crossing.

B. To own, maintain, repair and replace the Common Area, including without limitation the streets, street lights, landscaping, structures, and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management Permits applicable to the Property and applicable District rules, and to assist in the enforcement of the requirements, restrictions and covenants contained therein and in any applicable Army Corps of Engineers permits.

D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, paving and equipment, and to provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its Members.

G. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. **MEMBERS.**

The Members ("Members") shall consist of the Developer, and all other Owners of Lots located within the Property. Membership in the Association is appurtenant to, and inseparable from, ownership of a Lot.

VI. **VOTING AND ASSESSMENTS.**

A. The Association shall have two classes of voting membership as follows:

1. Class A Membership. The Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned.

2. Class B Membership. The Class B Member shall be the Developer who shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A Membership equals the total votes in the Class B Membership;

(ii) On December 31, 2010;

(iii) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer; or

(iv) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

B. When one or more persons or entities holds an interest or interests in any Lot or other portion of the Property, all such persons shall be Members, and the vote(s) for such portions of the Property shall be exercised as they among themselves shall determine. The votes for any Lot, or other portion of the Property cannot be divided for any issue and must be voted as a whole, except where otherwise required under the provisions of these Articles, the Declaration, or by law. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. Directors need not be members of the Association and need not be residents of the State of Florida. For so long as the Class B Membership shall exist, the Developer shall have the right to appoint all of the Directors. Following termination of the Class B Membership, Directors shall be elected as herein provided.

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors, the terms of office of the elected Director receiving the highest number of votes shall be established at two (2) years. The other Directors shall be elected for terms of one (1) year each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

E. Chester Stokes, Jr.
4315 Pablo Oaks Court, Suite 1
Jacksonville, Florida 32224

James E. Putnal
4315 Pablo Oaks Court, Suite 1
Jacksonville, Florida 32224

L. Denise Wallace
4315 Pablo Oaks Court, Suite 1
Jacksonville, Florida 32224

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, may be held by the same person except the offices of President and

Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	E. Chester Stokes, Jr.
Vice President	James E. Putnal
Vice President/Treasurer	L. Denise Wallace
Secretary	Sharon W. Fredenhagen

IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

X. BYLAWS.

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding not less than two-thirds (2/3) of the total votes allocated to the Members pursuant to these Articles.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

James E. Putnal
4315 Pablo Oaks Court, Suite 1
Jacksonville, Florida 32224

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other

corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon

terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. If no municipal or governmental authority will accept such dedication, the assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

C. 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 Rule 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. Further, any such termination, dissolution or final liquidation of the Association shall also require the prior approval of the United States Army Corp of Engineers.

XVI. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for

so long as the Developer shall own any portion of the Property, any such merger or consolidation shall require the Developer's prior approval.

XVII. **HUD/VA.**

For so long as the Class B Membership shall exist, the following actions shall require the prior approval of the Federal Department of Housing and Urban Development ("HUD") and the Veteran's Administration ("VA"): annexation of additional properties, mergers and consolidations of the Association, mortgaging of the Common Area, dissolution of the Association, and amendment of these Articles of Incorporation.

IN WITNESS WHEREOF, the Incorporator has hereto set her hand and seal this 3rd day of March, 2003.

Signed, sealed and delivered
in the presence of:

Shannon C. Camp
Name Printed: Shannon C Camp

James E. Putnal
Incorporator

Pamela G. Capovr
Name Printed: Pamela G. Capovr

STATE OF FLORIDA }
}SS
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 3rd day of March, 2003, by James E. Putnal, the Incorporator of **DUNNS CROSSING HOMEOWNERS ASSOCIATION, INC.**, on behalf of the corporation.

Shannon C. Camp
(Print Name) Shannon C Camp
NOTARY PUBLIC
State of Florida at Large
Commission #_____
My Commission Expires:
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced
_____

Shannon C. Camp MY COMMISSION EXPIRES August 16, 2003 #CC863676 Bonded thru Troy Fain-Insurance NOTARY PUBLIC, STATE OF FLORIDA

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

DUNNS CROSSING HOMEOWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 4315 PABLO OAKS COURT, SUITE 1, JACKSONVILLE, FLORIDA 32224, HAS NAMED JAMES E. PUTNAL, WHOSE ADDRESS IS 4315 PABLO OAKS COURT, SUITE 1, JACKSONVILLE, FLORIDA 32224, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

DUNNS CROSSING HOMEOWNERS ASSOCIATION, INC.

By: James E. Putnal
James E. Putnal
Incorporator
Dated: March 3, 2003

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

James E. Putnal
James E. Putnal
Registered Agent

Dated: March 3, 2003

FILED
03 MAR -4 AM 10:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

A03000001916

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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03 MAR -4 AM 10:46
DIVISION OF CORPORATION

000013021400

03/04/03--01052--009 **79.75

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03 MAR -4 AM 10:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T SMITH MAR 05 2003

UCC FILING & SEARCH SERVICES, INC.
526 East Park Avenue
Tallahassee, Florida 32301
(850) 681-6528

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March 4, 2003

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Dunns Crossing Homeowners Association, Inc

Filing Evidence

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy

Type of Document

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

Retrieval Request

- ☐ Photocopy
- ☐ Certified Copy

	NEW FILINGS
	Profit
X	Non Profit
	Limited Liability
	Domestication
	Other

	AMENDMENTS
	Amendment
	Resignation of RA Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

	OTHER FILINGS
	Annual Reports
	Fictitious Name
	Name Reservation
	Reinstatement

	REGISTRATION/QUALIFICATION
	Foreign
	Limited Liability
	Reinstatement
	Trademark
	Other

2002-479

Please return to:
Theresa Rooney Matchett, Esq.
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 26th day of September, 2002, between **THE CITY OF JACKSONVILLE**, a municipal corporation of the State of Florida (herein after, the "City"), and **DUNN AVENUE DEVELOPMENT, INC.** (hereinafter, "DUNN AVENUE DEVELOPMENT").

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RECITALS

A. Pursuant to Sections 163.3220, et seq., Florida Statutes, and Chapter 655, Part II, City of Jacksonville Ordinance Code, the City is authorized to enter into development agreements with owners or developers of real property for the reservation of facility capacity.

B. DUNN AVENUE DEVELOPMENT is the owner of certain real property consisting of approximately three hundred and twenty (320±) acres located and more particularly described in Exhibit "A" attached hereto (the "Property").

C. On October 25, 2001 the City issued Conditional Capacity Availability Statement (CCAS) No. 28565 for 600 single family detached dwelling units (ITE Code 210) based upon the application for the Project submitted by DUNN AVENUE DEVELOPMENT.

D. DUNN AVENUE DEVELOPMENT or Designated Transferees, as defined herein, agrees to develop the Property for the uses described in the Site Plan, as described in CCAS No. 28565 (the "Project"). A proposed site plan of the Project is attached hereto as Exhibit "G".

E. Pursuant to Chapter 655, Part I, City of Jacksonville Ordinance Code, CCAS No. 28565 has effected a reservation of facility capacity for the Project.

F. Pursuant to Chapter 655, Part I, City of Jacksonville Ordinance Code, in order to maintain the reservation of facility capacity effected by CCAS No. 28565 which is described in Exhibit "D", DUNN AVENUE DEVELOPMENT, on or before the expiration of CCAS No. 28565, must (i) apply for a Concurrency Reservation Certificate (CRC) and final development order or final development permit for its development, (ii) obtain an extension of the reservation beyond such date, or (iii) enter into a development agreement with the City pursuant to Chapter 655, Part II, City of Jacksonville Ordinance Code.

G. Because development of the Project involves multiple phases and will occur over an extended period of time, it is necessary to enter into this Agreement with the City pursuant to Chapter 655, Part II, City of Jacksonville Ordinance Code, in order to maintain a reservation of traffic circulation facility capacity through the Project build-out.

H. The City agrees to enter into this Development Agreement, thereby receiving assurances from DUNN AVENUE DEVELOPMENT that they will diligently pursue, on a

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Book: 10703
Pages: 336 - 354
Filed & Recorded
10/08/2002 10:03:03 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND $ 10.00
COPY FEE $ 19.00
RECORDING $ 77.00
CERTIFY $ 1.00

regular and continuous basis, the design, engineering and permitting of its development. A Performance Schedule for the development of the Property is attached as Exhibit "H."

I. DUNN AVENUE DEVELOPMENT agrees to enter into this Agreement, thereby effecting a reservation of the necessary reserve priority traffic circulation facility capacity for a sufficient duration to accommodate the development of the Property, and, at the same time, ensuring continuing diligent progress by DUNN AVENUE DEVELOPMENT and adherence to the Performance Schedule.

J. In consideration for the maintenance of the reserve priority traffic circulation facility capacity, DUNN AVENUE DEVELOPMENT agrees to the pay a monetary sum as set forth in this Agreement.

K. The required public hearings for this Agreement were held, following proper notice, pursuant to Section 163.3225, Florida Statutes, and Part 2 of Chapter 655, Ordinance Code of the City of Jacksonville, before the Planning and Development Department acting as the local planning agency (LPA) pursuant to Chapters 30 and 655, Ordinance Code, the Land Use and Zoning committee of the City Council, and the City Council.

NOW, THEREFORE, in consideration of the covenants herein made and the performance thereof, the parties hereto agree as follows:

1. Recitals True: The foregoing recitals are true and correct and are incorporated herein by reference.

2. Definitions of Terms Used in this Agreement:

a. "Administrative Provisions" means the provisions set forth in Exhibit "E" which will govern the use of the traffic circulation Reserved Capacity issued to DUNN AVENUE DEVELOPMENT.

b. "City" means the City of Jacksonville, Florida.

c. "Concurrency Certificate" means a Conditional Capacity Availability Statement (CCAS) or Concurrency Reservation Certificate (CRC) as defined in Section 655.105 (i) and (j) of the Ordinance Code or other certificates which may provide for the issuance of reserved capacity in any amendment to the Ordinance Code.

d. "Concurrency Management System" means the procedures and processes utilized by the City to assure that final development orders and final development permits are not issued unless the necessary facilities to support the development are available concurrently with the impacts of development. These procedures and/or processes are specified in The Concurrency Management System Handbook for Jacksonville, Florida, and include associated testing methodologies and databases.

e. "Concurrency Management System Office" (CMSO) means the City entity established pursuant to Section 655.106, Ordinance Code, the responsibilities of which include the issuance of Concurrency Certificates.

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f. "Designated Transferee" means an owner of all or a part of the Property to whom Reserved Capacity has been transferred in the manner provided in the Administrative Provisions.

g. "Director" means the head of the City's Planning and Development Department or its successor agency.

h. "Ordinance Code" means the Ordinance Code of the City.

i. "Performance Schedule" means the schedule for the design, engineering and permitting of the Project attached hereto as Exhibit "H."

j. "Plan" means the 2010 Comprehensive Plan for the City of Jacksonville, as it may be amended.

k. "Project" or the "proposed development" means the uses described in the Site Plan, as described in CCAS No. 28565, and those cited in Exhibit G-1.

l. "Property" means that certain parcel of real property owned by DUNN AVENUE DEVELOPMENT and more particularly described in Exhibit "A."

m. "Reserved Capacity" shall mean the reserve priority traffic circulation capacity described in paragraph 5 below and in Exhibit "D."

n. "DUNN AVENUE DEVELOPMENT" means DUNN AVENUE DEVELOPMENT, INC.

3. Representations and Warranties by DUNN AVENUE DEVELOPMENT: DUNN AVENUE DEVELOPMENT represents and warrants unto the City those matters contained in Exhibit "B" which is incorporated herein by this reference.

4. Representations and Warranties by City: The City hereby represents and warrants unto DUNN AVENUE DEVELOPMENT those matters contained in Exhibit "C" which is incorporated herein by this reference.

5. Issuance of Reserved Capacity and Duration of Agreement:

a. By executing this Agreement, the City hereby agrees to issue to DUNN AVENUE DEVELOPMENT, as owners of the Property, the Reserved Capacity described in Exhibit "D." The issuance of the Reserved Capacity by the City shall be affected by the CMSO by entries into its computer database designating capacity, which is currently available as reserve priority capacity. The Reserved Capacity shall incorporate and provide the traffic circulation capacity granted by CCAS No. 28565.

b. Until fully used, the Reserved Capacity shall be valid for use in conjunction with an application for one or more Concurrency Certificates filed with respect to the proposed development within seven (7) years after the effective date of this Agreement (the

Order: 15080438 Doc: 2.0|1|12031|BP|OR.10703.336|1|19 Page 3 of 19 Created By: kmccann Printed: 1/28/2008 10:29:33 AM EST

"Duration of Agreement"), or within any applicable extension of the Duration of Agreement as provided below.

c. As consideration for the City entering into this Agreement and allowing the Duration of Agreement as set forth herein, DUNN AVENUE DEVELOPMENT shall adhere to the Performance Schedule and shall pay to the City an annual fee for each year that this Agreement is in effect, beginning on the first anniversary of the Effective Date of this Agreement and continuing on the same date of each year thereafter. The annual fee due here under shall equal twice the application fee for a CRC calculated based upon the remaining single family detached housing unit lots that remain unplatted on each such anniversary date. The CMSO shall provide DUNN AVENUE DEVELOPMENT with an annual written notice of the fee payment due hereunder and DUNN AVENUE DEVELOPMENT shall have a period of thirty (30) days after its receipt of such notice from the CMSO within which to pay such annual fee, provided however, that in no event shall such fee be due prior to the respective anniversary of the Effective Date of this Agreement. If DUNN AVENUE DEVELOPMENT fails to pay the annual fee within thirty (30) days after its receipt of notice from the CMSO, then the City may terminate this Agreement pursuant to the provisions set forth in Section 655.208(c), Ordinance Code.

d. This Agreement and the Reserved Capacity shall expire upon the expiration of the Duration of Agreement unless the Duration of Agreement is extended as provided below.

e. Notwithstanding the expiration of the Duration of Agreement, the Reserved Capacity shall continue thereafter for any portion of the Property for which, prior to such expiration, a Concurrency Certificate has been issued by the CMSO and remains valid and unexpired. Such a Concurrency Certificate and the corresponding Reserved Capacity may be extended by the CMSO pursuant to Section 655.111(c)(3), Ordinance Code.

f. The Duration of Agreement may be extended by the City after conducting public hearings in the manner specified in Section 655.206(g), Ordinance Code, upon request for such extension being made by DUNN AVENUE DEVELOPMENT or a Designated Transferee.

g. The City shall not impose any condition upon the use of Reserved Capacity issued hereunder such as, but not limited to, requiring DUNN AVENUE DEVELOPMENT (or a Designated Transferee) to pay additional money or fees for the privilege of using Reserved Capacity or requiring DUNN AVENUE DEVELOPMENT (or a Designated Transferee) to contribute any land or improvements to the City or other parties, except that DUNN AVENUE DEVELOPMENT (or a Designated Transferee) shall be obligated to pay application fees for issuance of Concurrency Certificates in accordance with Section 655.116, Ordinance Code.

h. If the City modifies its Concurrency Management System subsequent to the execution of this Agreement, any such modification may be applied to development of the Property; provided, however, that no such modification shall be applied in a manner that operates to prevent the proposed development of the Property as would be permitted by use of the Reserved Capacity under the Concurrency Management System in effect as of the date of this Agreement.

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6. Administrative Provision: The Reserved Capacity shall be used and usable in accordance with the Administrative Provisions contained in Exhibit "E."

7. Public Transportation Facilities to Serve Property: The public facilities, which will service the Property, consist of certain facilities, which already exist and therefore will be available concurrent with the impacts of development. The facilities are listed in part in the schedule attached as Exhibit "D." Chapter 655, Ordinance Code, provides that public facilities needed to serve the Property must be available concurrent with the impacts of any development which occurs on the Property.

8. Permitted Uses and Zoning: The Plan currently designates the Property within the LDR land use category. The Property is zoned RR.

9. Permits for Development: All local development permits, which may be needed for the proposed development, are listed in Exhibit "F." The failure of this Agreement to address a particular permit, condition, term, or restriction applicable to any future development of the Property, shall not relieve DUNN AVENUE DEVELOPMENT of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable.

10. Agreement Consistent with 2010 Comprehensive Plan: The proposed use of the Property is consistent with the Future Land Use Map series (FLUMs) adopted as part of the Plan. Also, DUNN AVENUE DEVELOPMENT recognize that the development of the Project must be consistent with all goals, objectives, and policies of the Plan.

11. Transportation Demand Management Plans: Non-residential development proposed within the Property which will employ more than one hundred (100) persons shall submit to the Planning and Development Department, prior to the issuance of final development orders or permits, a plan for the use of Transportation Demand Management (TDM) strategies and incentives. Such strategies may include participation in the Jacksonville Transportation Authority's (JTA) Suburban Mobility Management Program, participation in a Transportation Management Organization (TMO), and other strategies recommended in the Metropolitan Planning Organization (MPO)'s Congestion/Mobility Management Plan for the Jacksonville Urbanized Area and the MPO's Commuter Assistance Program. Upon request, the Planning and Development Department shall acknowledge in writing its receipt of such a TDM plan. Development subject to this paragraph shall implement its TDM plan, as submitted to the Planning Department.

12. Remedies:

a. If DUNN AVENUE DEVELOPMENT fails to carry out any of its covenants herein contained, the City shall be entitled to all remedies available at law or in equity including, without limitation, the remedy of prohibitive injunction.

b. If the City fails to carry out any of its covenants herein contained, or if any part of the Property is deprived of the benefits of the Reserved Capacity for any reason whatsoever, DUNN AVENUE DEVELOPMENT shall be entitled to all remedies available at

law or in equity as shall be necessary to achieve the intent of this Agreement and thereby make such person whole including, without limitation, the following rights and remedies:

i. The right to obtain specific performance and mandatory injunction;

ii. The right to a writ of mandamus to compel the City to comply with the terms of this Agreement; and

iii. The right to such other remedy or remedies as the Court having jurisdiction deems appropriate.

None of the foregoing remedies shall be deemed exclusive of one another, or exclusive of any other remedy, which the Court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, to the extent necessary to achieve the intent of this Agreement and thereby make DUNN AVENUE DEVELOPMENT whole.

13. Mediation: The parties will attempt in good faith to resolve by mediation any controversy or claim of any kind or nature arising out of or relating to this Agreement prior to the commencement of any litigation. If the parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the Fourth Judicial Circuit of the State of Florida, upon application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within thirty (30) days after the mediator is selected.

14. Exhibits and Schedules: The Exhibits and Schedules to this Agreement consist of the following all of which are incorporated in and form a part of this Agreement:

Exhibit "A"	Legal Description of the Property
Exhibit "B"	DUNN AVENUE DEVELOPMENT's Representations and Warranties
Exhibit "C"	City's Representations and Warranties
Exhibit "D"	Description of Reserved Capacity
Exhibit "E"	Administrative Provisions
Exhibit "F"	Development Permits
Exhibit "G"	Site Plan
Exhibit "H"	Performance Schedule

15. Miscellaneous:

a. Recording: This Agreement shall be recorded in the public records of Duval County, Florida within fourteen (14) days of its final execution by the Mayor. A copy of this Agreement shall be delivered by the City to the state land planning agency of the State of Florida within fourteen (14) calendar days after this Agreement is recorded in the public records.

b. Effective Date: This Agreement shall be effective thirty (30) days after it is received by the state land planning agency of the State of Florida.

c. Amendment: This Agreement may only be amended by a subsequent written instrument entered into and executed by the parties.

d. Necessary Procedures: The parties agree that this Agreement has been entered into after compliance with all applicable procedures which relate to the adoption, execution, enforceability or validity of this Agreement.

e. Headings: The headings of the paragraphs in this Agreement are for convenience of the reader and do not control the meaning of the provision of this Agreement.

f. Notices: All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement may be served (as an alternative to personal service) by regular, registered or certified mail.

To City:
Jeannie Fewell
Director of Planning and Development
Planning and Development Department
128 East Forsyth Street, Suite 700
Jacksonville, Florida 32202

To DUNN AVENUE DEVELOPMENT:

Dunn Avenue Development, Inc.
c/o Jim Putnal
P.O. Box 19691
Jacksonville, Florida 32245

with a copy to:
Drew D. Frick, Esquire
Rogers, Towers, Bailey, Jones & Gay
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

To CMSO:
Fred Atwill, Jr.
Manager/CMSO
Room 100, City Hall Annex
220 East Bay Street
Jacksonville, Florida 32202

To General Counsel:
Theresa Rooney Matchett, Esquire
Assistant General Counsel
Chief of Land Use Law
Office of General Counsel
117 West Duval Street
Jacksonville, Florida 32202

g. Severability: If any part of this Agreement is finally found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue to be enforceable.

"CITY"

CITY OF JACKSONVILLE

BY: _____
Its: Mayor

BY: _____
Its: Corporation Secretary

APPROVED:

_____
ASSISTANT GENERAL COUNSEL,
as Attorney for the City

"DUNN AVENUE DEVELOPMENT"

DUNN AVENUE DEVELOPMENT, INC.

BY: _____
Name:

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to and subscribed before me this the 26th day of September, by John Delaney, the Mayor of the City of Jacksonville, who is personally known to me or who has produced valid driver's license identification and who has taken an oath.

_____
Notary Public, State of Florida
Name: _____

My Commission Expires _____
My Commission Number is: _____

Sharon E. Chappelle
MY COMMISSION # CC935460 EXPIRES
July 25, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to and subscribed before me this the 26th day September of, by Neill W. McCottter, Jr. the Corporation Secretary of the City of Jacksonville, who is personally known to me or who has produced valid driver's license identification and who has taken an oath.

Sharon E. Chappelle
Notary Public, State of Florida
Name: _____

Sharon E. Chappelle
MY COMMISSION # CC935469 EXPIRES
July 25, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission Expires _____
My Commission Number is: _____

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to and subscribed before me this the 13th day of February, 2004, by Jim Putnal, the Vice President of DUNN AVENUE DEVELOPMENT, INC., who is personally known to me or who has produced valid driver's license identification and who has taken an oath.

Sheila Evans
Notary Public, State of Florida
Name: _____

My Commission Expires _____
My Commission Number is: _____

Sheila Evans
MY COMMISSION # DD068223 EXPIRES
January 17, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

DocNo

August 9, 2002

PARCEL "A":

A portion of Section 5, Township 1 South, Range 26 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of said Section 5, said point being situate in the centerline of Dunn Avenue (State Road No. S-104), a variable width right of way as shown on the Florida Department of Transportation Right of Way Map Section 72001-2410; thence North 00°55'54" West, along the West line of said Section 5, a distance of 114.00 feet to a point situate in the Northerly right of way line of said Dunn Avenue for a POINT OF BEGINNING; thence continue North 00°55'54" West, along said West line of Section 5, a distance of 3,843.56 feet to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 5; thence South 89°47'20" East, along the South line of said Northwest 1/4 of the Northwest 1/4, a distance of 1,332.34 feet to the Southeast corner thereof; thence North 00°38'26" West, along the East line of said Northwest 1/4 of the Northwest 1/4, a distance of 1,363.48 feet to the Northeast corner thereof, said point being situate in the North line of said Section 5 and the South line of that certain 250 foot Jacksonville Electric Authority Right of Way shown on the J.E.A. Engineering Division Drawing No. T-70-83; thence North 89°03'06" East, along said last mentioned line, a distance of 1,544.02 feet; thence South 02°43'53" East, departing said last mentioned line, a distance of 378.80 feet; thence South 16°45'52" East, a distance of 352.74 feet; thence South 07° 07'07" West, a distance of 467.06 feet; thence South 84°05'56" East, a distance of 304.25 feet; thence North 85°13'01" East, a distance of 328.48 feet; thence South 70°48'51" East, a distance of 340.79 feet; thence South 19 °11'09" West, a distance of 146.02 feet; thence South 58°23'17" East, 303.93 feet to a point situate in the Northwesterly right of way line of Interstate Highway 295/State Road 9-A, a 300 foot right of way as established by the aforementioned Right of Way Map Section 72001-2410, said right of way line being a curve concave Southeasterly and having a radius of 5,879.58 feet; thence Southwesterly around and along the arc of said curve and along said Northwesterly right of way line, a distance of 968.01 feet, said arc being subtended by a chord bearing and distance of South 33°46'10" West, 966.92 feet to the point of tangency of said curve; thence South 29°03'10" West, continuing along said Northwesterly right of way line, a distance of 578.87 feet to an angle point in said right of way line; thence South 33°03'10" West, continuing along said Northwesterly right of way line, said right of way being a variable width, a distance of 513.99 feet to the point of curvature of a curve concave Northwesterly and having a radius of 2,452.48 feet; thence Southwesterly around and along the arc of said curve and continuing along said Northwesterly right of way line, a distance of 834.63 feet, said arc being subtended by a chord bearing and distance of South 42°48'08" West, 830.61 feet to the point of tangency of said curve; thence South 52°33'06" West, continuing along said Northwesterly right of way line, a distance of 450.56 feet to a point situate in the East line of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 5; thence North 00°46'20" West, along said last mentioned line, a distance of 251.34 feet to the Northeast corner thereof; thence South 89°35'10" West, along the North line of said West 1/2 of the Southeast 1/4 of the Southwest 1/4 and along the North line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5, a distance of 1,343.70 feet to the Northwest corner thereof; thence South 00°46'53" East, along the West line of said East 1/2 of the Southwest 1/4 of the Southwest 1/4, a distance of 1,173.67 feet to a point situate in said Northerly right of way line of Dunn Avenue and the Limited Access Line of said Interstate Highway 295/State Road 9-A; thence South 77°26'08" West, along said Northerly right of way line of Dunn Avenue and along said Limited Access Right of Way, a distance of 38.52 feet to the end of said Limited Access Right of Way Line; thence South 82°04'56" West, continuing along said Northerly right of way line of Dunn Avenue, a distance of 492.76 feet; thence South 89°13'40" West, continuing along said Northerly right of way line, a distance of 145.63 feet to the POINT OF BEGINNING.

Containing 271.81 acres, more or less.

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EXHIBIT "B"

DUNN AVENUE DEVELOPMENT'S REPRESENTATIONS AND WARRANTIES

1. Authority. DUNN AVENUE DEVELOPMENT has full power and authority to enter into and perform this Agreement in accordance with its terms without obtaining the consent or approval of any third parties whatsoever.

2. Validity. This Agreement constitutes the valid, binding and enforceable agreement of DUNN AVENUE DEVELOPMENT.

3. Voluntary. This Agreement is voluntarily entered into in consideration of the benefits to and rights of the parties.

RECEIVED
FEB 27 2002
C.M.S.O.

EXHIBIT "C"
CITY'S REPRESENTATIONS AND WARRANTIES

1. Authority. The City has full power and authority to enter into and perform this Agreement in accordance with its terms.

2. Authorization and Validity of this Agreement. This Agreement:

(a.) has been duly authorized by the City and constitutes a valid, binding and enforceable contract of the City, having been previously approved by a resolution adopted by the City Council of the City and signed by the Mayor of the City;

(b.) has been the subject of public hearings conducted by the Planning and Development Department as the LPA and by appropriate committee(s) of and the full City Council of the City, as required by law.

(c.) complies with all requirements of law applicable to the City;

(d.) does not violate any other agreement to which the City is a party, the Constitution of the State of Florida, or any charter provision, statute, rule, ordinance, judgment or other requirement of law to which the City is subject; and

(e.) meets the criteria set forth in Section 163.3229, Florida Statutes.

3. Validity of Reserved Capacity. The rights granted to DUNN AVENUE DEVELOPMENT under Paragraph 5 of this Agreement are and shall remain valid so long as the term of the Reserved Capacity (including any extensions thereof) has not expired. Until such rights are fully used, such rights shall be usable by the owner of any part of the Property in the manner provided in the Administrative Provisions referred to in Paragraph 6 and contained in Exhibit "E".

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Exhibit "D"

DESCRIPTION OF RESERVED CAPACITY

PROJECT NAME: Dunn Ave Development
RECORD NO: CCAS 28565
DATE: March 20, 2002

Book 10703 Page 348

The reserved capacity granted by this Agreement consists of reserve prior capacity in the following facilities and services:

TRAFFIC CIRCULATION		
Link No.	**Segment**	**P.M. Peak Hour Trips**
78	I-295 (I-10 to New Kings Rd)	86
79	I-295 (New Kings Rd to Dunn Ave)	144
80	I-295 (Dunn Ave to Lem Turner Rd)	90
81	I-295 (Lem Turner Rd to I-95)	88
115	Dunn Ave (New Kings Rd to I-295)	515
116	Dunn Ave (I-295 to Lem Turner Rd)	383
117	Dunn Ave (Lem Turner Rd to Biscayne Blvd)	100
126	Lem Turner Rd (Dunn Ave to Trout River Bridge)	125
151	New Kings Rd (I-295 to Soutel Dr)	151
360	Capper Rd (Lem Turner Rd to North Campus Blvd)	25
361	North Campus Blvd (Capper Rd to Dunn Ave)	44

EXHIBIT "E"

ADMINISTRATIVE PROVISIONS

A. Use of Reserved Capacity. DUNN AVENUE DEVELOPMENT or a Designated Transferee shall use the Reserved Capacity issued under Paragraph 5 in connection with any and all applications for Concurrency Certificates within the Property unless and until the Reserved Capacity has been used in its entirety or the Duration of Agreement has expired. Prior to utilizing any part of the Reserved Capacity, DUNN AVENUE DEVELOPMENT or a Designated Transferee shall apply for a Concurrency Certificate and shall specify in its application the Reserved Capacity to be used in the issuance of any related final development order. The Reserved Capacity may be used in one or more proposed developments during the duration of the reservation as established under this Agreement. Such uses cumulatively may not exceed the total Reserved Capacity established pursuant to this Agreement.

B. Transfer of Reserved Capacity. DUNN AVENUE DEVELOPMENT may, from time to time, transfer ownership of Reserved Capacity by designating in writing a successor owner of a part of the Property as the owner of a specified part of the Reserved Capacity, which has not yet been used. A Designated Transferee may in turn also transfer ownership of capacity in the same manner. Reserved Capacity may only be transferred to the owner of a part of the Property for use in conjunction with development of such land. Each such transfer shall be affected by the execution and delivery to the Concurrency Management System Office of a notice in the manner contemplated under Section 655.111(c)11, Ordinance Code. Only DUNN AVENUE DEVELOPMENT, or a duly Designated Transferee, is entitled to utilize the Reserved Capacity. Upon request being made by DUNN AVENUE DEVELOPMENT or a Designated Transferee,

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the City shall confirm in writing the effectiveness of a transfer so made; such confirmation by the City shall be issued by the Concurrency Management System Office for the benefit and protection of the Designated Transferee.

C. Security Interests. DUNN AVENUE DEVELOPMENT or a Designated Transferee may grant a security interest therein provided such security interest is: given in connection with a mortgage which encumbers a part of the Property; contained in a document recorded in the public records; and registered in writing with the Concurrency Management System Office. A transfer of Reserved Capacity so encumbered shall occur if a sale of the collateral takes place by enforcement of the security interest.

D. Transfer Requires Compliance With Specified Procedure. The conveyance, sale, lease, mortgage or other transfer by DUNN AVENUE DEVELOPMENT of a part of the Property shall not be deemed, per se, to transfer any of the Reserved Capacity. Such transfer shall only occur when DUNN AVENUE DEVELOPMENT or a duly Designated Transferee specifically transfers ownership of Reserved Capacity in the manner specified in Item B or Item C of these Administrative Provisions.

E. Return of Unused Reserved Capacity. The balance of the Reserved Capacity which has not been used in conjunction with one or more applications for a Concurrency Certificate as of the date the Reserved Capacity expires shall automatically become available capacity as defined in Section 655.105(a)(4), Ordinance Code.

F. Monitoring Reports. DUNN AVENUE DEVELOPMENT or duly Designated Transferee(s) shall file annual monitoring reports in accordance with Section 655.208 of the Ordinance Code as to the land owned by each.

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EXHIBIT "F"

DEVELOPMENT PERMITS

PERMITS	JACKSONVILLE ORDINANCE CODE
Amendment to Comprehensive Plan.	Chapter 650
Rezonings; zoning exceptions or variances administrative appeals.	Chapter 656
Approval of site plans.	Chapter 656
All types of construction permits, such as uilding construction or moving; plumbing; lectrical; foundation; mechanical, etc.	Chapters 320, 339 340, 341
All types of site preparation permits, such as tree removal or relocation; clearing and grading, etc.	Chapters 654, 656
Approval of preliminary sketch plan; final construction plans; subdivision plat.	Chapter 654
Approval final construction plans and building plans/permits.	Chapter 320
Sign permits.	Chapters 656, 326
Well or water usage permits.	Chapter 366

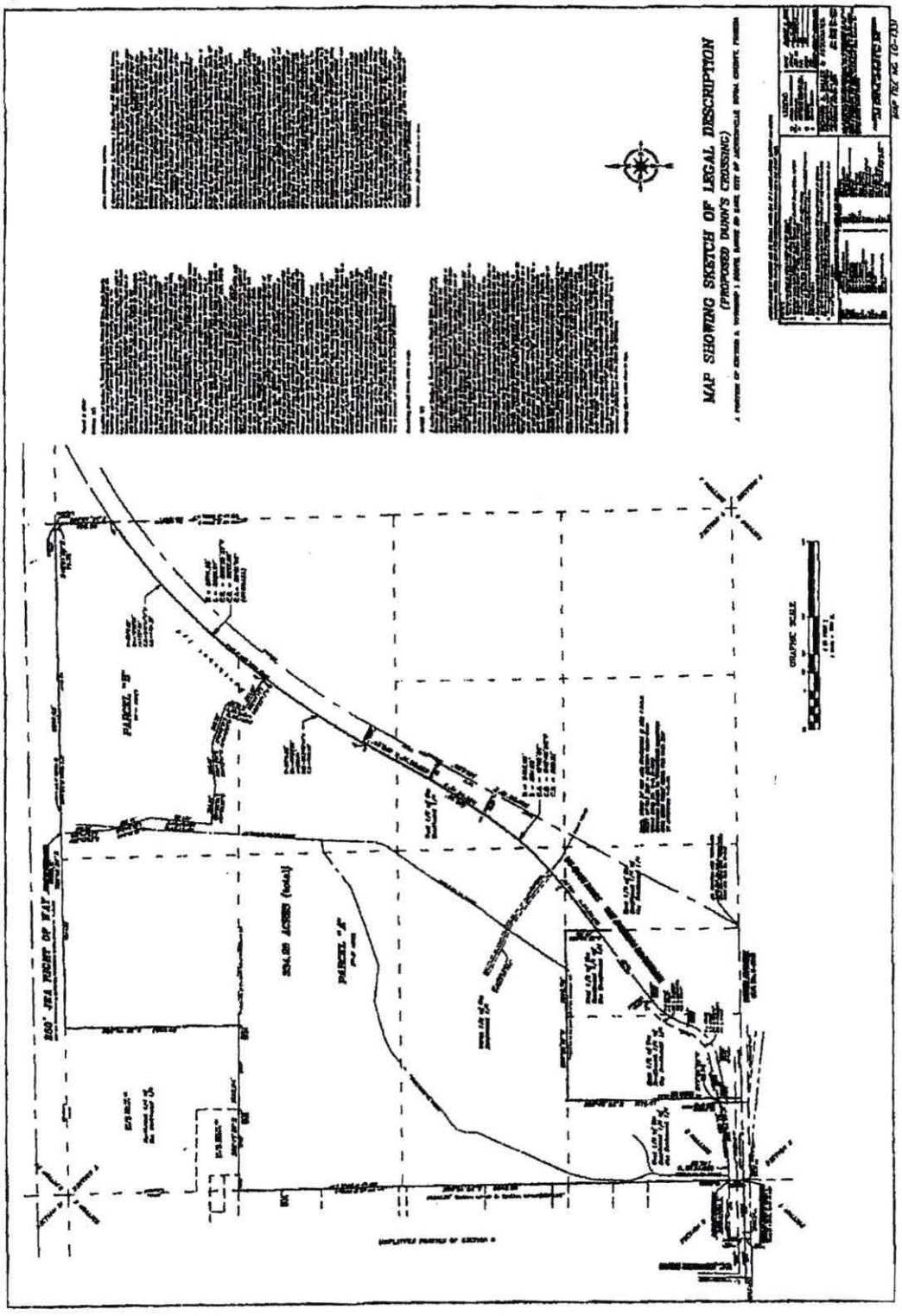

MAP SHOWING SKETCH OF LEGAL DESCRIPTION
(PROPOSED DUNN'S CROSSING)
PARCEL "B"
PARCEL "A"
GRAPHIC SCALE

EXHIBIT "H"

PHASING PLAN

The project will be developed in phases and the proposed timing of the development is as follows:

I.	**Year One**	Begin permitting, detailed planning, and engineering.
II.	**Year Two**	Obtain Site Plan approval.
III.	**Year Three**	Construction of 100 dwelling units.
IV.	**Year Four**	Construction of 100 additional dwelling units.
V.	**Year Five**	Construction of 100 additional dwelling units.
VI.	**Year Six**	Construction of 100 additional dwelling units.
VII.	**Year Seven**	Construction of remaining 200 dwelling units.

Doc # 2005311974, OR BK 12704 Page 574, Number Pages: 7, Filed & Recorded
08/24/2005 at 08:02 AM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING
$61.00

This instrument was prepared by
and should be returned to:
Mark J. Boulris, Esq.
Mark J. Boulris, P.A.
P.O. Box 56-0605
Miami, Florida 33256-0605

ASSIGNMENT OF DEVELOPMENT AGREEMENTS, RIGHTS, LICENSES, CERTIFICATES, PERMITS, CONSENTS, APPROVALS AND AUTHORIZATIONS

This Assignment is made as of the 15th day of August 2005, by and between **DUNN AVENUE DEVELOPMENT, INC.**, a Florida corporation ("Assignor"), and **THREE AMIGOS FOUR AT JACKSONVILLE, LLC**, a Florida limited liability company ("Assignee").

RECITALS

A. Assignor has, on this date, conveyed to Assignee, all of Assignor's right, title, and interest in certain real property ("Property") located in, Duval, Florida, described as follows:

See Exhibit A attached hereto and by this reference made a part hereof.

B. In connection with Assignor's conveyance of the Property to Assignee, Assignee has requested that Assignor assign to Assignee certain of Assignor's rights, title and interests in and to those certain property and contract rights and other matters more fully described below.

C. Assignor, as of the date of this Assignment, is fee title holder to all of the real property, consisting of 97.1642 acres, comprising all of the real property in the Plat of DUNN'S CROSSING UNIT ONE, recorded August 9, 2005, in Plat Book 58, Page 166, of the Public Records of Duval County, Florida (the "Retained Property"), on which Assignor intends to construct one hundred forty-nine (149) single family detached dwelling units (the "Retained Units") as shown on the foregoing Plat and on that certain Conceptual Site Plan prepared by Hill, Boring, Dunn & Associates, Inc., dated May 2005, bearing Project No. 0201-254-20 (the "Conceptual Site Plan").

ASSIGNMENT

For Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. General Assignment. Assignor hereby transfers, grants, conveys and assigns to Assignee certain of Assignor's right, title and interest in and to the following, to the extent (if any) that each pertains in whole or in part to the Property, but except to the extent allocable to

the Retained Units and/or the Retained Property (collectively, the "Assigned General Rights and Documents"):

a. all transferable licenses, permits, authorizations, consents, notices of completion, variances, waivers, certificates, and approvals pertaining to ownership and/or operation of the Property and held by, or hereafter issued or granted to, Assignor; and

b. all other intangible rights of Assignor pertaining to the ownership, operation and/or development of the Property, all property rights with respect to the Property, and all public and private Development Rights or usage rights with respect to the Property. "Development Rights" means any and all of the following (whether vested or not) with respect to the Property or any portion thereof: permits, authorizations and approvals (including any and all rights to same, whether vested or not), by governmental authorities or private utilities company, if any, in accordance with governmental requirements, adopted development orders, rights to prepaid water, sewer or utility reservation or impact fees, rights to water and sewer capacity, land use classifications, zoning plats, plans and the like as well as such vested rights of Assignor which might entitle Assignor to obtain development orders, permits, land use classifications, zoning, plats, plans and the like, all covenants, agreements and restrictions benefiting the Property, all property, development, and other rights whatsoever with respect to the Property); and

c. the right to use (with Assignor retaining similar rights, however) the fictitious, common, and popularly known names of the Property (including the name "Dunn's Crossing"); and

d. all existing transferable guaranties, warranties, and indemnities now issued or issued prior to the date of delivery of the Special Warranty Deed from Assignor to Assignee relative to the Property, that relate to the construction, operation and/or use of the Property; and

e. all plans; specifications; surveys; agreements; applications; approvals; permits with or from governmental or administrative authorities; engineering, traffic and other plans or studies; reports; drawings; maps; studies; tests; site plans; plats; appraisals, work product of all professionals in connection with the Property; environmental reports and water and soil sample analyses concerning the Property; relating in whole or in part to the Property; and

f. any and all construction drawings, plans and specifications and concept plans utilized or proposed to be utilized in the construction, renovation and proposed renovation of the improvements on the Property (including roads, driveways, walkways, landscaping and mechanical and electrical systems), and any and all records pertaining to the maintenance, use and operation of the Property, including all market survey and environmental, structural, mechanical and ADA surveys, studies and reports.

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2. 30002 Development Agreement. Assignor hereby transfers, grants, conveys and assigns to Assignee, for the benefit of the Property, all right, title, and interest of Assignor in and to (and Assignor retains no interest in): (i) that certain Development Agreement between Assignor and The City of Jacksonville, Florida, dated May 18, 2004, recorded in Official Records Book 11887, Page 321, of the current Public Records of Duval County, Florida, and related to Conditional Capacity Availability Statement No. 30002 (the "30002 Development Agreement"); (ii) all Reserved Capacity (as defined in the 30002 Development Agreement) (hereinafter the "30002 Reserved Capacity") related to all 189 single family detached dwelling units stated in the 30002 Development Agreement; (iii) Conditional Capacity Availability Statement No. 30002 ("CCAS 30002"); (iv) all rights and privileges under the 30002 Development Agreement and/or CCAS 30002; and (v) and any and all documentation related to or arising from the 30002 Development Agreement and/or CCAS 30002, including, without limitation, any and all Concurrency Reservation Certificates. All rights, interests, privileges, and other items assigned pursuant to this paragraph are herein after referred to as the "30002 Interests." Assignor and Assignee agree to execute any and all documentation required by CMSO to reflect the assignment of the 30002 Interests made herein.

3. 28565 Development Agreement. Except to the extent allocated to the Retained Units (as determined by The City of Jacksonville Concurrency Management System Office ["CMSO"] or by a traffic engineer, as provided below) Assignor hereby transfers, grants, conveys and assigns to Assignee, for the benefit of the Property, all right, title, and interest of Assignor in and to: (i) that certain Development Agreement between Assignor and The City of Jacksonville, Florida, dated September 26, 2002, and recorded in Official Records Book 10703, Page 336, of the current Public Records of Duval County, Florida, and related to Conditional Capacity Availability Statement No. 28565 (the "28565 Development Agreement"); (ii) Reserved Capacity (as defined in the 28565 Development Agreement) (hereinafter the "Partially Assigned 28565 Reserved Capacity") related to the Partially Assigned 28565 Units (defined in Paragraph 4 of this Assignment), same being the 600 single family detached dwelling units stated in the 28565 Development Agreement, less the 149 Retained Units); (iii) Conditional Capacity Availability Statement No. 28565 ("CCAS 28565") to the extent of the Partially Assigned 28565 Units and the Partially Assigned 28565 Reserved Capacity; (iv) all rights and privileges under the 28565 Development Agreement and/or CCAS 28565 that are appurtenant to the Partially Assigned 28565 Units and the Partially Assigned 28565 Reserved Capacity; and (v) and any and all documentation related to or arising from the 28565 Development Agreement and/or CCAS 28565, including, without limitation, any and all Concurrency Reservation Certificates, to the extent of the Partially Assigned 28565 Units and the Partially Assigned 28565 Reserved Capacity. Assignee agrees to make (at Assignee's expense) an application (in which Assignor agrees to join) with the CMSO for an allocation of the Reserved Capacity, as defined in the 28565 Development Agreement, between the Property (i.e., a determination of the trip hours comprising the Partially Assigned 28565 Reserved Capacity) and the Retained Property, in accordance with applicable laws, ordinances, rules, and regulations. If CMSO does not or will not provide the allocation, Assignee shall hire a traffic engineer, at Assignee's expense, to determine the allocation in accordance with applicable laws, ordinances, rules, and regulations. Upon allocation by CMSO or a traffic engineer, Assignor and Assignee agree to enter into, and to record (at Assignee's expense) any and all documentation evidencing the

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assignment of the 28565 Interests (defined below) and the allocation of the Reserved Capacity pursuant to this paragraph. All rights, interests, privileges, and other items assigned pursuant to this paragraph are herein after referred to as the "28565 Interests."

4. Assigned Units. Assignor hereby transfers, grants, conveys and assigns to Assignee, for the benefit of the Property, all rights to develop single family detached dwelling units: (a) 189 units within the "Project," as defined in the 30002 Development Agreement, pursuant to CCAS 30002; and (b) 451 units within the "Project" as defined in the 28565 Development Agreement, pursuant to CCAS 28565 (the "Partially Assigned 28565 Units"), and (c) all units shown on the Conceptual Site Plan other than the Retained Units. All rights, privileges, interests and other items assigned pursuant to this paragraph are herein after referred to as the "Assigned Dwelling Units." Assignor and Assignee agree to execute and to record any and all documentation required by The City of Jacksonville to reflect the assignment of the Assigned Dwelling Units made herein.

5. Assumption.

a. Assignee hereby assumes the 30002 Reserved Capacity, and agrees to comply with the obligations of the 30002 Development Agreement (including the obligation to pay the annual fee under Paragraph 5(c) of the 30002 Development Agreement for the period from July 23, 2006, to July 22, 2007, and all subsequent annual payments until expiration or termination of the 30002 Development Agreement), until Assignee transfers all or any portion of the 30002 Reserved Capacity, in which event the transferee of the 30002 Reserved Capacity shall assume the obligations.

b. Assignee hereby assumes the Partially Assigned 28565 Reserved Capacity, and agrees to comply with the obligations of the 28565 Development Agreement to the extent of the Partially Assigned 28565 Units and the Partially Assigned 28565 Reserved Capacity, including the obligation to pay the annual fee under Paragraph 5(c) of the 28565 Development Agreement for the period from July 23, 2006, to July 22, 2007, and all subsequent annual payments, until Assignee transfers all or any portion of the Partially Assigned 28565 Reserved Capacity, in which event the transferee of the Partially Assigned 28565 Reserved Capacity shall assume the obligations.

6. Representations and Warranties. Assignor represents and warrants to Assignee the following:

a. To Assignor's knowledge: (i) the 30002 Development Agreement and the 28565 Development Agreement (collectively, the "Development Agreements") are in good standing, and there are no defaults outstanding with respect thereto; and (ii) the 30002 Reserved Capacity and the Partially Assigned 28565 Reserved Capacity assigned hereby (collectively, the "Assigned Reserve Capacity") are available for use by Assignee in connection with development of the Property without payment of any additional fees or costs to the City of Jacksonville for the 30002 Reserved Capacity or the Partially Assigned 28565 Reserved Capacity.

b. Assignor has not transferred (all or any portion of or interest in) the Assigned General

Rights and Documents, the 30002 Interests, the 28565 Interests, or the Assigned Dwelling Units and that none of the foregoing (or any portion thereof or interest therein) is encumbered.

7. Binding Effect. This Assignment shall be binding on Assignor, its successors and assigns. The benefits and burdens of the Development Agreements with respect to the Assigned Reserve Capacity assigned herein to the Property, and shall inure to the benefit and burden of the Assignee (and, to the extent expressly assigned by Assignee to Assignee's its successors and assigns).

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the date first set forth above.

Signed, sealed and delivered
in the presence of:

Cheryl E. Sassard (sign)

CHERYL E. SASSARD
Print or Type Name

(sign)

LAWRENCE V. ANSBACHER
Print or Type Name

ASSIGNOR:

DUNN AVENUE DEVELOPMENT, INC.,
a Florida corporation

By: James Putnal

Print Name: James Putnal

Title: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 15th day of ~~July~~ August 2005, by James Putnal, as V.P. of DUNN AVENUE DEVELOPMENT, INC., a Florida corporation, for and on behalf of, and intending to bind, the corporation. He [✓] is personally known to me or [ ] produced _____ as identification [check appropriate box].

Cheryl E. Sassard
NOTARY PUBLIC

(NOTARY SEAL)

CHERYL E. SASSARD
MY COMMISSION# DD 313187
EXPIRES: JUNE 6, 2008

Signed, sealed and delivered
in the presence of:

ASSIGNEE:

THREE AMIGOS FOUR AT JACKSONVILLE, LLC, a Florida limited liability company

(sign)

Robert L. Jamerson, Jr.
Print or Type Name

(sign)

Mark J. Boulris
Print or Type Name

By: _____
By: Mauricio Cayon, as its sole Manager

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 16th day of July 2005, by Mauricio Cayon, as sole Manager of THREE AMIGOS FOUR AT JACKSONVILLE, LLC, a Florida limited liability company, for and on behalf of, and intending to bind, the limited liability company. He [X] is personally known to me or [ ] produced _____ as identification [check appropriate box].

NOTARY PUBLIC

(NOTARY SEAL)

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Exhibit A

Legal Description of Property

A portion of Section 5, Township 1 South, Range 26 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of said Section 5, said point being situate in the centerline of Dunn Avenue (State Road No. S-104), a variable width right of way as shown on the Florida Department of Transportation Right of Way Map Section 72001-2410; thence North 01°05'11" West, along the West line of said Section 5, a distance of 114.00 feet to a point situate in the Northerly right of way line of said Dunn Avenue; thence North 89°13'09" East, along said Northerly right of way line, 145.63 feet; thence North 82°03'41" East, continuing along said Northerly right of way line, 492.91 feet; thence North 77°26'23" East, continuing along said Northerly right of way line of Dunn Avenue and along the Limited Access Right of Way line of Interstate Highway 295/State Road 9-A, as shown on said aforementioned Right of Way Map Section 72001-2410, a distance of 30.60 feet to a point situate on the West line of the East ½ of the Southwest ¼ of the Southwest ¼ of said Section 5; thence North 00°56'36" West, along said last mentioned line, 1,128.05 feet to the Northwest corner thereof; thence North 88°59'08" East, along the North line of said East ½ of the Southwest ¼ of the Southwest ¼, a distance of 186.14 feet for a POINT OF BEGINNING; thence North 15°30'38" East, 1,278.18 feet; thence North 48°36'16" East, 131.82 feet; thence North 01°20'47" West, 226.88 feet; thence South 88°48'10" West, 427.09 feet; thence North 01°11'50" West, 80.00 feet; thence North 88°48'10" East, 586.85 feet; thence North 01°11'50" West, 417.49 feet; thence North 42°56'58" East, 392.32 feet; thence North 00°48'03" West, 503.74 feet; thence South 89°11'57" West, 402.86 feet to the East line of the Northwest ¼ of the Northwest ¼ of said Section 5; thence North 00°48'03" West, 1,163.25 feet to the Northeast corner thereof and a point situate on the North line of said Section 5, and on the South line of that certain 250 foot Jacksonville Electric Authority Right of Way shown on the J.E.A. Engineering Division Drawing Number T-70-83; thence North 89°03'13" East, along said last mentioned line, a distance of 3,958.29 feet to a point which lies South 89°03'13" West, 56.30 feet from the Northeast corner of said Section 5; thence South 46°02'13" East, a distance of 79.75 feet to a point situate in the East line of said Section 5, said point being situate South 01°07'39"East, 56.30 feet from said Northeast corner of Section 5; thence South 01°07'31" East, along said East line of Section 5, a distance of 402.30 feet to a point situate in the Northwesterly right of way line of Interstate Highway 295/State Road 9-A, a 300 foot right of way as established by the aforementioned Right of Way Map Section 72001-2410, said right of way line being a curve concave Southeasterly and having a radius of 5,879.58 feet; thence Southwesterly around and along the arc of said curve and along said Northwesterly right of way line, a distance of 2695.47 feet, said arc being subtended by a chord bearing and distance of South 42°10'39" West, 2671.93 feet to the point of tangency of said curve; thence South 29°02'39" West, continuing along said Northwesterly right of way line, a distance of 578.87 feet to an angle point in said right of way line; thence South 33°04'03" West, continuing along said Northwesterly right of way line, said right of way being a variable width, a distance of 514.45 feet to the point of curvature of a curve concave Northwesterly and having a radius of 2,452.48 feet; thence Southwesterly around and along the arc of said curve and continuing along said Northwesterly right of way line, a distance of 834.17 feet, said arc being subtended by a chord bearing and distance of South 42°48'42" West, 830.16 feet to the point of tangency of said curve; thence South 52°33'21" West, continuing along said Northwesterly right of way line, a distance of 474.86 feet to a point situate in the East line of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 5; thence North 00°39'29" West, along said last mentioned line, a distance of 232.88 feet to the Northeast corner thereof; thence South 88°59'08" West, along the North line of said West 1/2 of the Southeast 1/4 of the Southwest 1/4 and along said North line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5, a distance of 1,149.52 feet to the POINT OF BEGINNING.

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Doc# 2004202713
Book: 11887
Pages: 321 - 344
Filed & Recorded
06/22/2004 10:51:44 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY

RECORDING	$	97.00
TRUST FUND	$	12.50
COPY FEE	$	24.00
CERTIFY	$	1.00
REC ADDITIONAL	$	96.00

Return to: Shannon Scheffer
Assistant General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 18th day of MAY, 2004, between **THE CITY OF JACKSONVILLE**, a municipal corporation of the State of Florida (herein after, the "City"), and **DUNN AVENUE DEVELOPMENT, INC.** (hereinafter, "DAD").

RECITALS

A. Pursuant to Sections 163.3220, et seq., Florida Statutes, and Chapter 655, Part II, City of Jacksonville Ordinance Code, the City is authorized to enter into development agreements with owners or developers of real property for the reservation of facility capacity.

B. DAD is the owner of certain real property consisting of approximately sixty two (62) acres located and more particularly described in Exhibit "A" attached hereto (the "Property").

C. On February 27, 2003 the City issued Conditional Capacity Availability Statement (CCAS) No. 30002 for 189 single family detached dwelling units (ITE Code 210) based upon the application for the Project submitted by DAD.

D. DAD or Designated Transferees, as defined herein, agrees to develop the Property for the uses described in the Site Plan, as described in CCAS No. 30002 per the property's zoning code and Future Land Use Code and requirements and restrictions (hereinafter, the "Project"). A proposed site plan of the Project is attached hereto as Exhibit "G".

E. Pursuant to Chapter 655, Part I, City of Jacksonville Ordinance Code, CCAS No. 30002 has effected a reservation of facility capacity for the Project.

F. Pursuant to Chapter 655, Part I, City of Jacksonville Ordinance Code, in order to maintain the reservation of facility capacity effected by CCAS No. 30002 which is described in Exhibit "D", DAD, on or before the expiration of CCAS No. 30002, must (i) apply for a Concurrency Reservation Certificate (CRC) and final development order or final development permit for its development, (ii) obtain an extension of the reservation beyond such date, or (iii) enter into a development agreement with the City pursuant to Chapter 655, Part II, City of Jacksonville Ordinance Code.

G. Because development of the Project involves multiple phases and will occur over an extended period of time, it is necessary to enter into this Agreement with the City pursuant to Chapter 655, Part II, City of Jacksonville Ordinance Code, in order to maintain a reservation of traffic circulation facility capacity through the Project build-out.

H. The City agrees to enter into this Development Agreement, thereby receiving assurances from DAD that they will diligently pursue, on a regular and continuous basis, the design, engineering and permitting of its development. A Performance Schedule for the development of the Property is attached as Exhibit "H."

I. DAD agrees to enter into this Agreement, thereby effecting a reservation of the necessary reserve priority traffic circulation facility capacity for a sufficient duration to accommodate the development of the Property, and, at the same time, insuring continuing diligent progress by DAD and adherence to the Performance Schedule.

J. In consideration for the maintenance of the reserve priority traffic circulation facility capacity, DAD agrees to the pay a monetary sum as set forth in this Agreement.

K. The required public meeting and two (2) public hearings for this Agreement were held, following proper notice, pursuant to Section 163.3225, Florida Statutes, and Part 2 of Chapter 655, Ordinance Code of the City of Jacksonville, before the Planning and Development Department pursuant to Chapter 655, Ordinance Code, the Land Use and Zoning committee of the City Council, and the City Council.

NOW, THEREFORE, in consideration of the covenants herein made and the performance thereof, the parties hereto agree as follows:

1. Recitals True: The foregoing recitals are true and correct and are incorporated herein by reference.

2. Definitions of Terms Used in this Agreement:

a. "Administrative Provisions" means the provisions set forth in Exhibit "E" which will govern the use of the traffic circulation Reserved Capacity issued to DAD.

b. "City" means the City of Jacksonville, Florida.

c. "Concurrency Certificate" means a Conditional Capacity Availability Statement (CCAS) or Concurrency Reservation Certificate (CRC) as defined in Section 655.105 (i) and (j) of the Ordinance Code or other certificates which may provide for the issuance of reserved capacity in any amendment to the Ordinance Code.

d. "Concurrency Management System" means the procedures and processes utilized by the City to assure that final development orders and final development permits are not issued unless the necessary facilities to support the development are available concurrently with the impacts of development. These procedures and/or processes are specified in The Concurrency Management System Handbook for Jacksonville, Florida, and include associated testing methodologies and databases.

e. "Concurrency Management System Office" (CMSO) means the City entity established pursuant to Section 655.106, Ordinance Code, the responsibilities of which include the issuance of Concurrency Certificates.

f. "Designated Transferee" means an owner of all or a part of the Property to whom Reserved Capacity has been transferred in the manner provided in the Administrative Provisions.

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g. "Director" means the head of the City's Planning and Development Department or its successor agency.

h. "Ordinance Code" means the Ordinance Code of the City.

i. "Performance Schedule" means the schedule for the design, engineering and permitting of the Project attached hereto as Exhibit "H."

j. "Plan" means the 2010 Comprehensive Plan for the City of Jacksonville, as it may be amended.

k. "Project" or the "proposed development" means the uses described in the Site Plan, as described in CCAS No. 30002.

l. "Property" means that certain parcel of real property owned by DAD and more particularly described in Exhibit "A."

m. "Reserved Capacity" shall mean the reserve priority traffic circulation capacity described in paragraph 5 below and in Exhibit "D."

n. "DAD" means DUNN AVENUE DEVELOPMENT, INC.

3. Representations and Warranties by DAD: DAD represents and warrants unto the City those matters contained in Exhibit "B" which is incorporated herein by this reference.

4. Representations and Warranties by City: The City hereby represents and warrants unto DAD those matters contained in Exhibit "C" which is incorporated herein by this reference.

5. Issuance of Reserved Capacity and Duration of Agreement:

a. By executing this Agreement, the City hereby agrees to issue to DAD, as owners of the Property, the Reserved Capacity described in Exhibit "D." The issuance of the Reserved Capacity by the City shall be affected by the CMSO by entries into its computer database designating capacity, which is currently available as reserve priority capacity. The Reserved Capacity shall incorporate and provide the traffic circulation capacity granted by CCAS No. 30002.

b. Until fully used, the Reserved Capacity shall be valid for use in conjunction with an application for one or more Concurrency Certificates filed with respect to the proposed development within ten (10) years after the effective date of this Agreement (the "Duration of Agreement"), or within any applicable extension of the Duration of Agreement as provided below.

c. As consideration for the City entering into this Agreement and allowing the Duration of Agreement as set forth herein, DAD shall adhere to the Performance Schedule and shall pay to the City an annual fee for each year that this Agreement is in effect, beginning on the first anniversary of the Effective Date of this Agreement and continuing on the same date of each year thereafter. The annual fee due here under shall equal twice the application fee for a

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CRC calculated based upon the remaining single family detached housing unit lots that remain unplatted on each such anniversary date. The CMSO shall provide DAD with an annual written notice of the fee payment due hereunder and DAD shall have a period of thirty (30) days after its receipt of such notice from the CMSO within which to pay such annual fee, provided however, that in no event shall such fee be due prior to the respective anniversary of the Effective Date of this Agreement. If DAD fails to pay the annual fee within thirty (30) days after its receipt of notice from the CMSO, then the City may terminate this Agreement pursuant to the provisions set forth in Section 655.208(c), Ordinance Code.

d. This Agreement and the Reserved Capacity shall expire upon the expiration of the Duration of Agreement unless the Duration of Agreement is extended as provided below.

e. Notwithstanding the expiration of the Duration of Agreement, the Reserved Capacity shall continue thereafter for any portion of the Property for which, prior to such expiration, a Concurrency Certificate has been issued by the CMSO and remains valid and unexpired. Such a Concurrency Certificate and the corresponding Reserved Capacity may be extended by the CMSO pursuant to Section 655.111(c)(3), Ordinance Code.

f. The Duration of Agreement may be extended by the City after conducting a public meeting and two (2) public hearings in the manner specified in Section 655.206(g), Ordinance Code, upon request for such extension being made by DAD or a Designated Transferee.

g. The City shall not impose any condition upon the use of Reserved Capacity issued hereunder such as, but not limited to, (i) requiring DAD (or a Designated Transferee) to pay additional money or fees for the privilege of using Reserved Capacity or (ii) requiring DAD (or a Designated Transferee) to contribute any land or improvements to the City or other parties, except that DAD (or a Designated Transferee) shall be obligated to pay application fees for issuance of Concurrency Certificates in accordance with Section 655.116, Ordinance Code, and, (iii) except that DAD (or a Designated Transferee) shall not obtain City approval by the City of final civil engineering plans ("6-set") for the horizontal development of this proposed residential subdivision unless and until the agreed upon construction of that four (4) lane section of Dunn Avenue depicted in Exhibit "I" has been completed to the satisfaction of that certain conditional approval granted for this proposed development for concurrency traffic circulation in **CCAS No. 30002**.

h. If the City modifies its Concurrency Management System subsequent to the execution of this Agreement, any such modification may be applied to development of the Property; provided, however, that no such modification shall be applied in a manner that operates to prevent the proposed development of the Property as would be permitted by use of the Reserved Capacity under the Concurrency Management System in effect as of the date of this Agreement.

6. Administrative Provision: The Reserved Capacity shall be used and usable in accordance with the Administrative Provisions contained in Exhibit "E."

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7. Public Transportation Facilities to Serve Property: The public facilities, which will service the Property, consist of certain facilities, which already exist and therefore will be available concurrent with the impacts of development. The facilities are listed in part in the schedule attached as Exhibit "D." Chapter 655, Ordinance Code, provides that public facilities needed to serve the Property must be available concurrent with the impacts of any development which occurs on the Property.

8. Permitted Uses and Zoning: The Plan currently designates the Property within the LDR land use category. The Property is zoned PUD pursuant to 2002-572.

9. Permits for Development: All local development permits, which may be needed for the proposed development, are listed in Exhibit "F." The failure of this Agreement to address a particular permit, condition, term, or restriction applicable to any future development of the Property, shall not relieve DAD of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable.

10. Agreement Consistent with 2010 Comprehensive Plan: The proposed use of the Property is consistent with the Future Land Use Map series (FLUMs) adopted as part of the Plan. Also, DAD recognize that the development of the Project must be consistent with all goals, objectives, and policies of the Plan.

11. Remedies:

a. If DAD fails to carry out any of its covenants herein contained, the City shall be entitled to all remedies available at law or in equity including, without limitation, the remedy of prohibitive injunction.

b. If the City fails to carry out any of its covenants herein contained, or if any part of the Property is deprived of the benefits of the Reserved Capacity for any reason whatsoever, DAD shall be entitled to all remedies available at law or in equity as shall be necessary to achieve the intent of this Agreement and thereby make such person whole including, without limitation, the following rights and remedies:

i. The right to obtain specific performance and mandatory injunction;

ii. The right to a writ of mandamus to compel the City to comply with the terms of this Agreement; and

iii. The right to such other remedy or remedies as the Court having jurisdiction deems appropriate.

None of the foregoing remedies shall be deemed exclusive of one another, or exclusive of any other remedy, which the Court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, to the extent necessary to achieve the intent of this Agreement and thereby make DAD whole.

12. Mediation: The parties will attempt in good faith to resolve by mediation any controversy or claim of any kind or nature arising out of or relating to this Agreement prior to the

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commencement of any litigation. If the parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the Fourth Judicial Circuit of the State of Florida, upon application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within thirty (30) days after the mediator is selected.

13. Exhibits and Schedules: The Exhibits and Schedules to this Agreement consist of the following all of which are incorporated in and form a part of this Agreement:

Exhibit "A"	Legal Description of the Property
Exhibit "B"	DAD's Representations and Warranties
Exhibit "C"	City's Representations and Warranties
Exhibit "D"	Description of Reserved Capacity
Exhibit "E"	Administrative Provisions
Exhibit "F"	Development Permits
Exhibit "G"	Site Plan
Exhibit "H"	Performance Schedule
Exhibit "I"	Dunn Avenue Four (4) Lane Construction Condition

14. Miscellaneous:

a. Recording: This Agreement shall be recorded in the public records of Duval County, Florida within fourteen (14) days of its final execution by the Mayor. A copy of this Agreement shall be delivered by the City to the state land planning agency of the State of Florida within fourteen (14) calendar days after this Agreement is recorded in the public records.

b. Effective Date: This Agreement shall be effective thirty (30) days after it is received by the state land planning agency of the State of Florida.

c. Amendment: This Agreement may only be amended by a subsequent written instrument entered into and executed by the parties.

d. Necessary Procedures: The parties agree that this Agreement has been entered into after compliance with all applicable procedures which relate to the adoption, execution, enforceability or validity of this Agreement.

e. Headings: The headings of the paragraphs in this Agreement are for convenience of the reader and do not control the meaning of the provision of this Agreement.

f. Notices: All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement may be served (as an alternative to personal service) by regular, registered or certified mail.

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To City:	Jeannie L. Fewell Director of Planning and Development Planning and Development Department 128 East Forsyth Street, Suite 700 Jacksonville, Florida 32202
To DAD:	Dunn Avenue Development, Inc. c/o Jim Putnal P.O. Box 19691 Jacksonville, Florida 32245
with a copy to:	Drew D. Frick, Esquire Rogers Towers 1301 Riverplace Boulevard, Suite 1500 Jacksonville, Florida 32207
To CMSO:	Fred Atwill, Jr. Manager/CMSO Room 100, City Hall Annex 220 East Bay Street Jacksonville, Florida 32202
To General Counsel:	Timothy Franklin ~~Theresa Rooney~~, Esquire Assistant General Counsel Chief of Land Use Law Office of General Counsel 117 West Duval Street Jacksonville, Florida 32202

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g. Severability: If any part of this Agreement is finally found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue to be enforceable.

"CITY"

CITY OF JACKSONVILLE

BY: _____
Its: Mayor

BY: _____
Its: Corporation Secretary

APPROVED:

ASSISTANT GENERAL COUNSEL,
as Attorney for the City

"DAD"

DUNN AVENUE DEVELOPMENT, INC.

BY: _____
Name: James Peyton

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to and subscribed before me this 18th day of May, 2004, by John Peyton, the Mayor of the City of Jacksonville, who is personally known to me or who has produced valid driver's license identification and who has taken an oath.

Sharon E. Chappelle
Notary Public, State of Florida
Name: _____

My Commission Expires _____
My Commission Number is: _____

Sharon E. Chappelle
MY COMMISSION # CC935460 EXPIRES
July 25, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

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STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to and subscribed before me this 18th day of May, 2004, by Neill W. McArthur, Jr., the Corporation Secretary of the City of Jacksonville, who is personally known to me or who has produced valid driver's license identification and who has taken an oath.

Sharon E. Chappelle
Notary Public, State of Florida
Name: _____

My Commission Expires _____
My Commission Number is: _____

Sharon E. Chappelle
MY COMMISSION # CC983440 EXPIRES
July 28, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to and subscribed before me this 18th day of February, 2003, by James Putnal the President for DUNN AVENUE DEVELOPMENT, INC., who is personally known to me or who has produced valid driver's license identification and who has taken an oath.

Shelia Evans
Notary Public, State of Florida
Name: _____

Shelia Evans
MY COMMISSION # DD085223 EXPIRES
January 17, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission Expires _____
My Commission Number is: _____

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

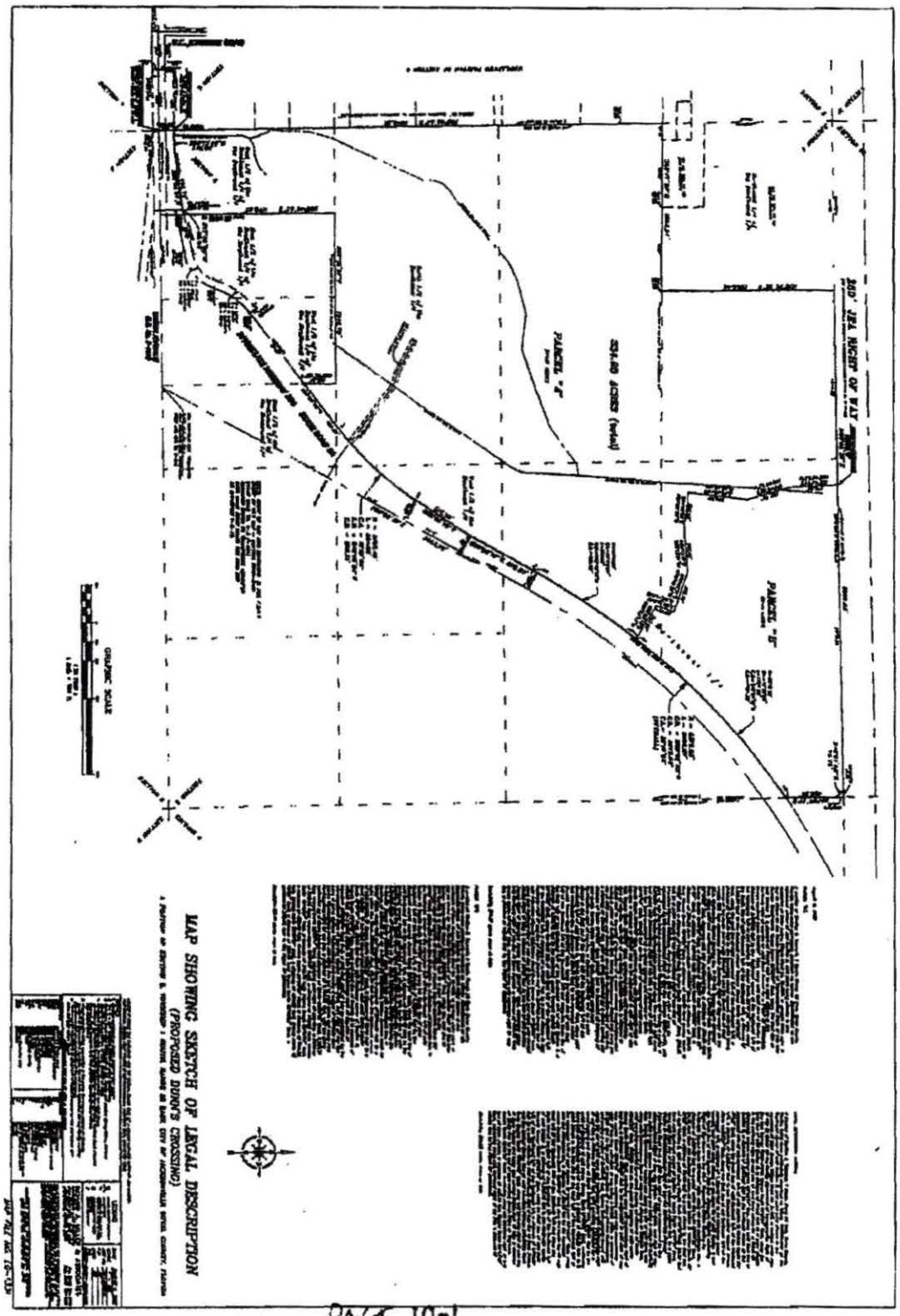
PARCEL "B":

A portion of Section 5, Township 1 South, Range 26 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of said Section 5, said point being situate in the centerline of Dunn Avenue (State Road No. S-104), a variable width right of way as shown on the Florida Department of Transportation Right of Way Map Section 72001-2410; thence North 00°55'54" West, along the West line of said Section 5, a distance of 114.00 feet to a point situate in the Northerly right of way line of said Dunn Avenue; thence continue North 00° 55'54" West, along said West line of Section 5, a distance of 3,843.56 feet to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 5; thence South 89°47'20" East, along the South line of said Northwest 1/4 of the Northwest 1/4, a distance of 1,332.34 feet to the Southeast corner thereof; thence North 00°38"26" West, along the East line of said Northwest 1/4 of the Northwest 1/4, a distance of 1,363.48 feet to the Northeast corner thereof, said point being situate in the North line of said Section 5 and the South line of that certain 250 foot Jacksonville Electric Authority Right of Way shown on the J.E.A. Engineering Division Drawing No. T-70-83; thence North 89°03'06" East, along said last mentioned line, a distance of 1,544.02 feet for a POINT OF BEGINNING; thence continue North 89 °03'06" East, along said last mentioned line, a distance of 2,416.59 feet to a point which lies South 09°03'36" West, 56.30 feet from the Northeast corner of said Section 5; thence South 46°01'58" East, a distance of 79.75 feet to a point situate in the East line of said Section 5, said point being situate South 01°07'31" East, 56.30 feet from said Northeast corner of Section 5; thence South 01°07'31" East, along said East line of Section 5, a distance of 400.96 feet to a point situate in the Northwesterly right of way line of Interstate 295/State Road 9-A, a 300 foot right of way as established by the aforementioned Right of Way Map Section 72001-2410, said right of way line being a curve concave Southeasterly and having a radius of 5,879.58 feet; thence Southwesterly around and along the arc of said curve and along said Northwesterly right of way line, a distance of 1,727.56 feet, said arc being subtended by a chord bearing and distance of South 46°54'12" West, 1,721.36 feet; thence North 58°23'17" West, departing said right of way line, a distance of 303.93 feet; thence North 19°11'09" East, a distance of 146.02 feet; thence North 70°48'51" West, a distance of 340.79 feet; thence South 85°13'01" West, a distance of 328.48 feet; thence North 84°05'56" West, a distance of 504.25 feet; thence North 07°07'07" East, a distance of 467.06 feet; thence North 16 °45'52" West, a distance of 352.74 feet; thence North 02°43'53" West, a distance of 378.80 feet to the POINT OF BEGINNING.

Containing 62.44 acres, more or less.

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EXHIBIT "A" PAGE 2



PAGE 10-1

EXHIBIT "B"

DAD'S REPRESENTATIONS AND WARRANTIES

1. Authority. DAD has full power and authority to enter into and perform this Agreement in accordance with its terms without obtaining the consent or approval of any third parties whatsoever.

2. Validity. This Agreement constitutes the valid, binding and enforceable agreement of DAD.

3. Voluntary. This Agreement is voluntarily entered into in consideration of the benefits to and rights of the parties.

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EXHIBIT "C"
CITY'S REPRESENTATIONS AND WARRANTIES

1. Authority. The City has full power and authority to enter into and perform this Agreement in accordance with its terms.

2. Authorization and Validity of this Agreement. This Agreement:

(a.) has been duly authorized by the City and constitutes a valid, binding and enforceable contract of the City, having been previously approved by a resolution adopted by the City Council of the City and signed by the Mayor of the City;

(b.) has been the subject of a public meeting and two (2) public hearings conducted by the Planning and Development Department and by appropriate committee(s) of and the full City Council of the City, as required by law.

(c.) complies with all requirements of law applicable to the City;

(d.) does not violate any other agreement to which the City is a party, the Constitution of the State of Florida, or any charter provision, statute, rule, ordinance, judgment or other requirement of law to which the City is subject; and

(e.) meets the criteria set forth in Section 163.3229, Florida Statutes.

3. Validity of Reserved Capacity. The rights granted to DAD under Paragraph 5 of this Agreement are and shall remain valid so long as the term of the Reserved Capacity (including any extensions thereof) has not expired. Until such rights are fully used, such rights shall be usable by the owner of any part of the Property in the manner provided in the Administrative Provisions referred to in Paragraph 6 and contained in Exhibit "E".

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EXHIBIT "D"

DESCRIPTION OF RESERVED CAPACITY

PROJECT NAME: Dunn Ave Development: Trout River Station Annex
RECORD NO: CCAS 30002
DATE: May 22, 2003

The reserved capacity granted by this Agreement consists of reserve prior capacity in the following facilities and services:

TRAFFIC CIRCULATION		
Link No.	**Segment**	**P.M. Peak Hour Trips**
79	I-295 (New Kings Rd to Dunn Ave)	70
80	I-295 (Dunn Ave to Lem Turner Rd)	44
81	I-295 (Lem Turner Rd to I-95)	43
115	Dunn Ave (New Kings Rd to V.C. Johnson Rd)	7
116	Dunn Ave (V.C. Johnson Rd to Lem Turner Rd)	182
117	Dunn Ave (Lem Turner Rd to Biscayne Blvd)	49
126	Lem Turner Rd (Dunn Ave to Trout River Bridge)	61
360	Capper Rd (Lem Turner Rd to North Campus Blvd)	12
361	North Campus Blvd (Capper Rd to Dunn Ave)	21

EXHIBIT "E"

ADMINISTRATIVE PROVISIONS

A. Use of Reserved Capacity. DAD or a Designated Transferee shall use the Reserved Capacity issued under Paragraph 5 in connection with any and all applications for Concurrency Certificates within the Property unless and until the Reserved Capacity has been used in its entirety or the Duration of Agreement has expired. Prior to utilizing any part of the Reserved Capacity, DAD or a Designated Transferee shall apply for a Concurrency Certificate and shall specify in its application the Reserved Capacity to be used in the issuance of any related final development order. The Reserved Capacity may be used in one or more proposed developments during the duration of the reservation as established under this Agreement. Such uses cumulatively may not exceed the total Reserved Capacity established pursuant to this Agreement.

B. Transfer of Reserved Capacity. DAD may, from time to time, transfer ownership of Reserved Capacity by designating in writing a successor owner of a part of the Property as the owner of a specified part of the Reserved Capacity, which has not yet been used. A Designated Transferee may in turn also transfer ownership of capacity in the same manner. Reserved Capacity may only be transferred to the owner of a part of the Property for use in conjunction with development of such land. Each such transfer shall be affected by the execution and delivery to the Concurrency Management System Office of a notice in the manner contemplated under Section 655.111(c)11, Ordinance Code. Only DAD, or a duly Designated Transferee, is entitled to utilize the Reserved Capacity. Upon request being made by DAD or a Designated Transferee, the City shall confirm in writing the effectiveness of a transfer so made; such

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EXHIBIT "E" PAGE 2

confirmation by the City shall be issued by the Concurrency Management System Office for the benefit and protection of the Designated Transferee.

C. Security Interests. DAD or a Designated Transferee may grant a security interest therein provided such security interest is: given in connection with a mortgage which encumbers a part of the Property; contained in a document recorded in the public records; and registered in writing with the Concurrency Management System Office. A transfer of Reserved Capacity so encumbered shall occur if a sale of the collateral takes place by enforcement of the security interest.

D. Transfer Requires Compliance With Specified Procedure. The conveyance, sale, lease, mortgage or other transfer by DAD of a part of the Property shall not be deemed, per se, to transfer any of the Reserved Capacity. Such transfer shall only occur when DAD or a duly Designated Transferee specifically transfers ownership of Reserved Capacity in the manner specified in Item B or Item C of these Administrative Provisions.

E. Return of Unused Reserved Capacity. The balance of the Reserved Capacity which has not been used in conjunction with one or more applications for a Concurrency Certificate as of the date the Reserved Capacity expires shall automatically become available capacity as defined in Section 655.105(a)(4), Ordinance Code.

F. Monitoring Reports. DAD or duly Designated Transferee(s) shall file annual monitoring reports in accordance with Section 655.208 of the Ordinance Code as to the land owned by each.

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EXHIBIT "F"

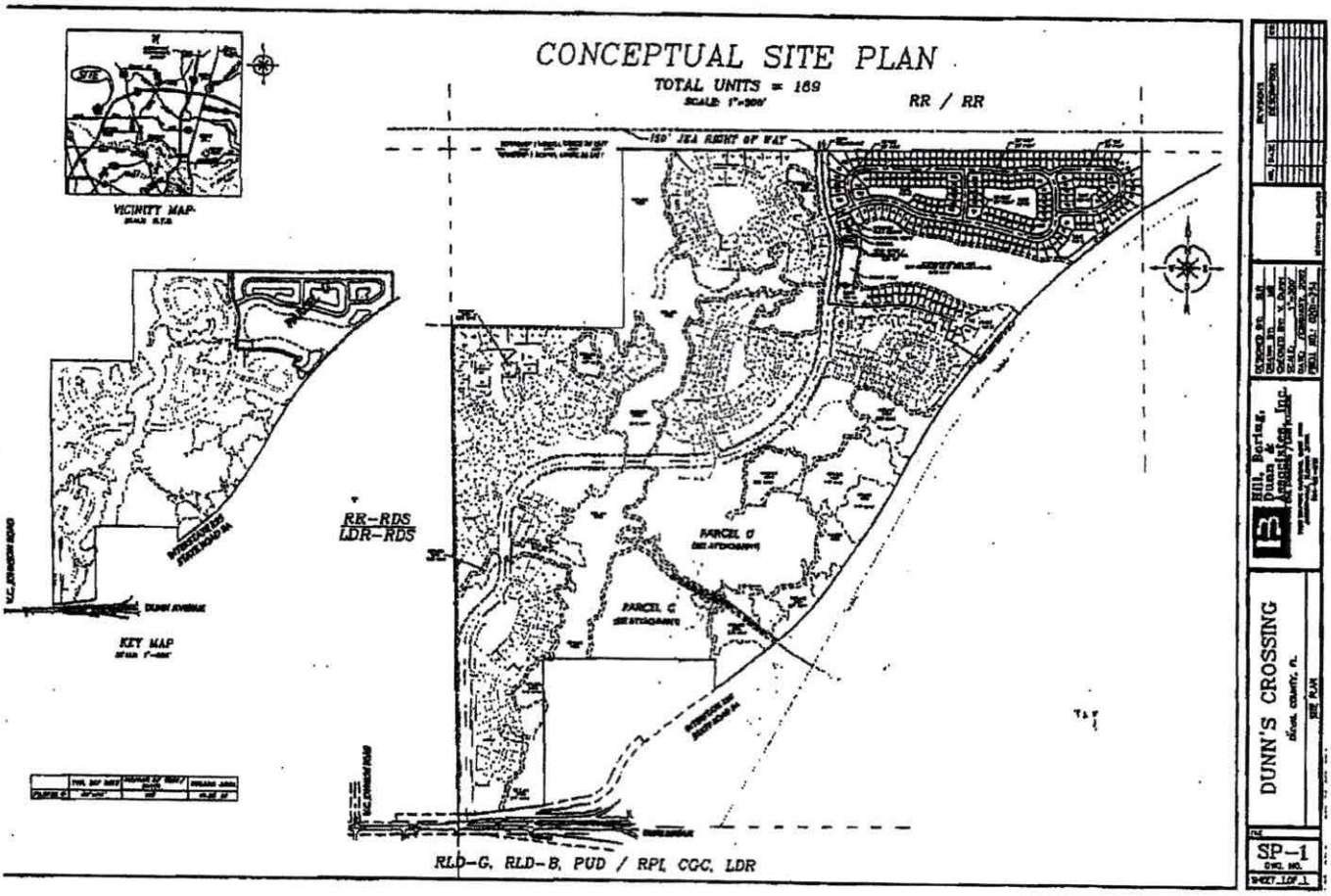
DEVELOPMENT PERMITS

PERMITS	JACKSONVILLE ORDINANCE CODE
Amendment to Comprehensive Plan.	Chapter 650
Rezonings; zoning exceptions or variances administrative appeals.	Chapter 656
Approval of site plans.	Chapter 656
All types of construction permits, such as building construction or moving; plumbing; electrical; foundation; mechanical, etc.	Chapters 320, 339 340, 341
All types of site preparation permits, such as tree removal or relocation; clearing and grading, etc.	Chapters 654, 656
Approval of preliminary sketch plan; final construction plans; subdivision plat.	Chapter 654
Approval final construction plans and building plans/permits.	Chapter 320
Sign permits.	Chapters 656, 326
Well or water usage permits.	Chapter 366

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EXHIBIT "G"

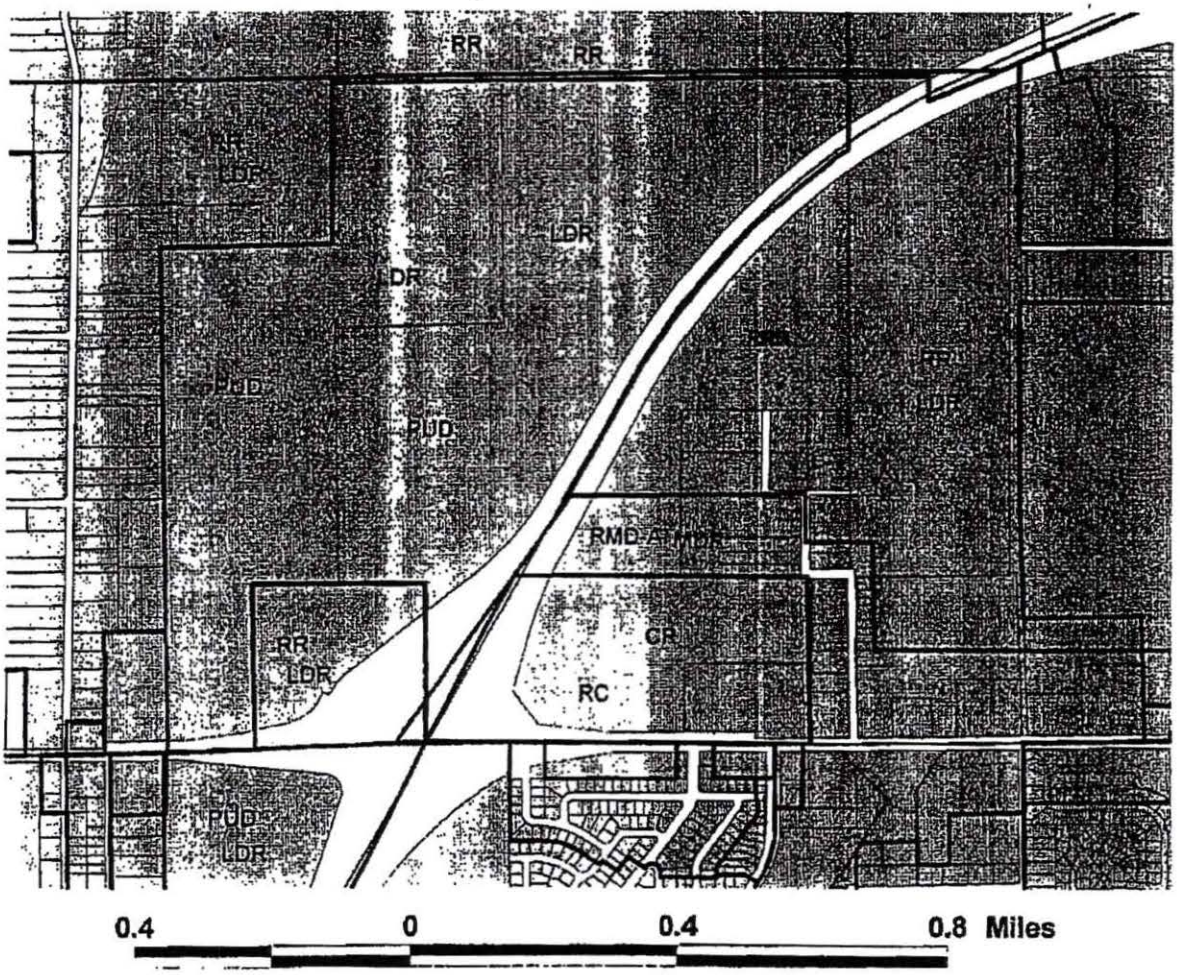
SITE PLAN



JAX\634911(_)

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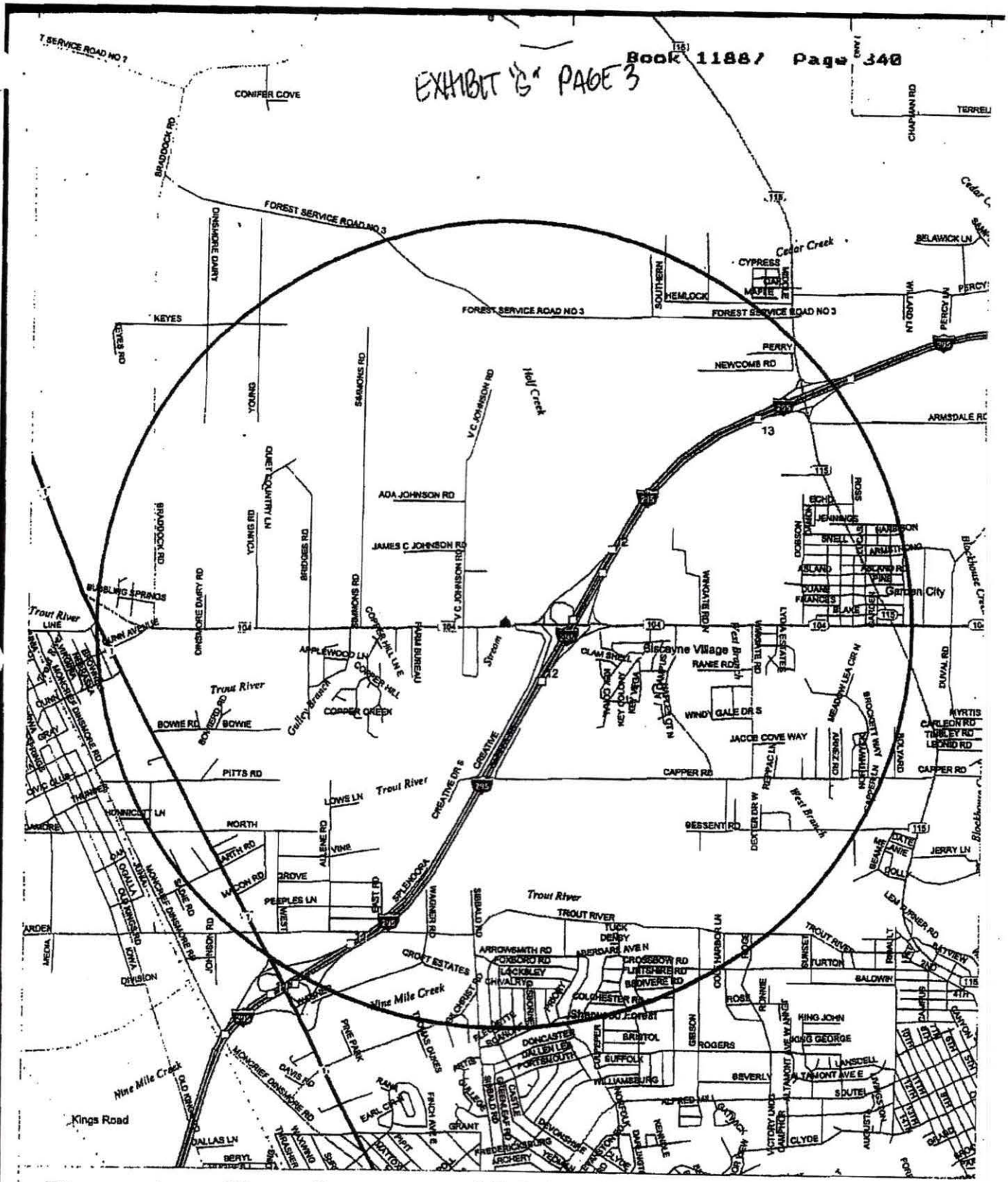
DA #30002



Text Highway
Major Roads
Landuse
Zoning
Parcels 2002 - RE#
Duval County

N
W
E
S

EXHIBIT "G" PAGE 3



Dunn Ave Development (CCAS 30002, 1" = 0.59 mi)

EXHIBIT "H"

PHASING PLAN

The project will be developed in phases and the proposed timing of the development is as follows:

I.	**2003/2004**	Widen Dunn Avenue to four lanes from the current terminus of four lane section of V. C. Johnson Road with a right turn lane and a traffic signal into the proposed development.
II.	**2004/2005**	Site Development, Permitting.
III.	**2005/2006**	Road Improvements, Build Internal Roads.
IV.	**2006/2007**	Develop phases in accordance with development Agreement for CCAS 28565.
V.	**2007/2008**	Develop phases in accordance with development Agreement for CCAS 28565.
VI.	**2008/2009**	Develop phases in accordance with development Agreement for CCAS 28565.
VII.	**2009/2010**	Develop phases in accordance with development Agreement for CCAS 28565.
VIII.	**2010/2011**	Plat 50 dwelling units.
IX.	**2011/2012**	Plat 50 dwelling units.
X.	**2012/2013**	Plat 89 dwelling units.

JAX\634911_1

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PLANNING AND DEVELOPMENT DEPARTMENT

Comprehensive Planning Division
Concurrency Management System Office

CONDITIONAL CAPACITY AVAILABILITY STATEMENT

30002	5645.1	02-27-03
CCAS #	DEVELOPMENT #	DECISION DATE

This document certifies that **Dunn Avenue Development Inc (Trout River Annex)** located at **Dunn Avenue** has been reserved capacities by the City of Jacksonville's Concurrency Management System for the time period so designated in *Chapter 655.111, Ordinance Code*, for the CCAS. This time period shall lapse on **June 27, 2003** and the CCAS will automatically expire unless it is either granted an extension or a Concurrency Reservation Certificate (CRC) is applied for. These reserve capacities are committed to by the following public facilities for the proposed development's **189 Single Family Dwelling Units** and are subject to any conditions agreed to between the owner or his designee and the City of Jacksonville.

	Conditions ?		Comments
Recreation	Y [ ]	N [x]	
Roads	Y [x]	N [ ]	No 6 set Til Constr of 4 Ln sect of Dunn.
Mass Transit	Y [ ]	N [x]	
Solid Waste	Y [ ]	N [x]	
Potable Water	Y [x]	N [ ]	CRC required with flow information.
Sanitary Sewer	Y [x]	N [ ]	CRC required with flow information.
Drainage	Y [ ]	N [x]	
City Of Jacksonville	Y [ ]	N [x]	

Any agreed to conditions associated with the *reserve capacities* shall be noted above when signed and stamped by the Concurrency Management System Office (CMSO).

If you have any questions concerning this CCAS document, or any other concurrency related matter, please do not hesitate to contact the CMSO (630-1125) at your convenience.

Best regards,

Fred Atwill, Jr., Manager
Concurrency Management System Office

2-27-03

FAjr/ml

Recipient of the 2001 Governor's Sterling Award
City Hall Annex, 220 East Bay, Room 100 – Jacksonville, Florida 32202-3325
Telephone: (904) 630-1125 Fax: (904) 630-1296 E-mail: JaxPlanning@coj.net

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[CMCRC1.]  [INQ] [A]       CONCURRENCY MANAGEMENT SYSTEM          PAGE    1 [+   ]
INQUIRY BY APPL             APPLICATION TESTING RESULTS                NS [      ]

 APPL-NO.... [ 30002[    ] CCAS                    MORE RESERVATIONS     1 [+   ]
 NAME....... [DUNN AVENUE DEVELOPMENT INC    ]    DEVELOPMENT NO.. [  5645[  1]
 ADDRESS.... [      ]  [DUNN                  ]  [AV]  [  ]  [    ]  [00]
 DEVELOPER.. [JIM PUTNAL                      ]  PHONE.....(904) 591-2695
 OWNER...... [ELWOOD E.GEIGER                 ]  PHONE.....(904) 765-2630
CMSO DECISION DATE...02/27/03 A                   STATUS....APPROVED, DEVELOPMEN
ELEM LOS  TESTING  DATE          REMARKS                                  BY
 DR  CITY   T  A  05/14/02  PURSUANT TO FINAL DEVELOPMENT ORDER          DLB
 PK  AP0006 T  A  05/13/02  AUTOMATIC APPROVAL                          PROGRAM PWP
 PK  COURTS T  A  05/13/02  AUTOMATIC APPROVAL                          PROGRAM PWP
 PK  FIELDS T  A  05/13/02  AUTOMATIC APPROVAL                          PROGRAM PWP
 PK  POOLS  T  A  05/13/02  AUTOMATIC APPROVAL                          PROGRAM PWP
 PK  REGION T  A  05/13/02  AUTOMATIC APPROVAL                          PROGRAM PWP
 PK  TRAILS T  A  05/13/02  AUTOMATIC APPROVAL                          PROGRAM PWP
 SD  CITY   T  A  05/13/02  AUTOMATIC APPROVAL                          PROGRAM PWP
 TF  0001   T  C  02/27/03  NO 6SET TIL CONSTR OF 4 LN SECT OF DUNN     MLM
 TN  0001PP T  A  05/30/02  SUFFICIENT CAPACITY FOR TRANSIT             MLM
 WA  01     T  C  05/14/02  CRC APPL REQUIRED WITH FLOW IN G.P.D.       JRH
 WW  01     T  C  05/14/02  CRC APPL REQUIRED WITH FLOW IN G.P.D.       JRH

  MESSAGE   [INQUIRY COMPLETED OK                                          ]
            Window PWPUBLICWORKS/1 at JAX2K
RCV          |    |FORM|      |LTAI|      |Col 20|Row  1|Page 1|Terminal 1
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Order: 1300800438 Doc: 2011112031\BP\OR.11887.3211\\24 Page 23 of 24 Created By: kmccann Printed: 1/28/2008 10:29:30 AM EST

V.C. JOHNSON ROAD
V.C. JOHNSON ROAD
PAVING AND DRAINAGE PLAN
GEOMETRY PLAN
PROPOSED CONDUIT PLAN
GRAPHIC SCALE
GRAPHIC SCALE
DUNN'S CROSSING
DEVELOPER
DUNN, COUNTY, FL.
Hill, Boring, Dunn & Associates, Inc.
ER-1
DRAWING NO.
NOT RELEASED FOR CONSTRUCTION
REVISIONS

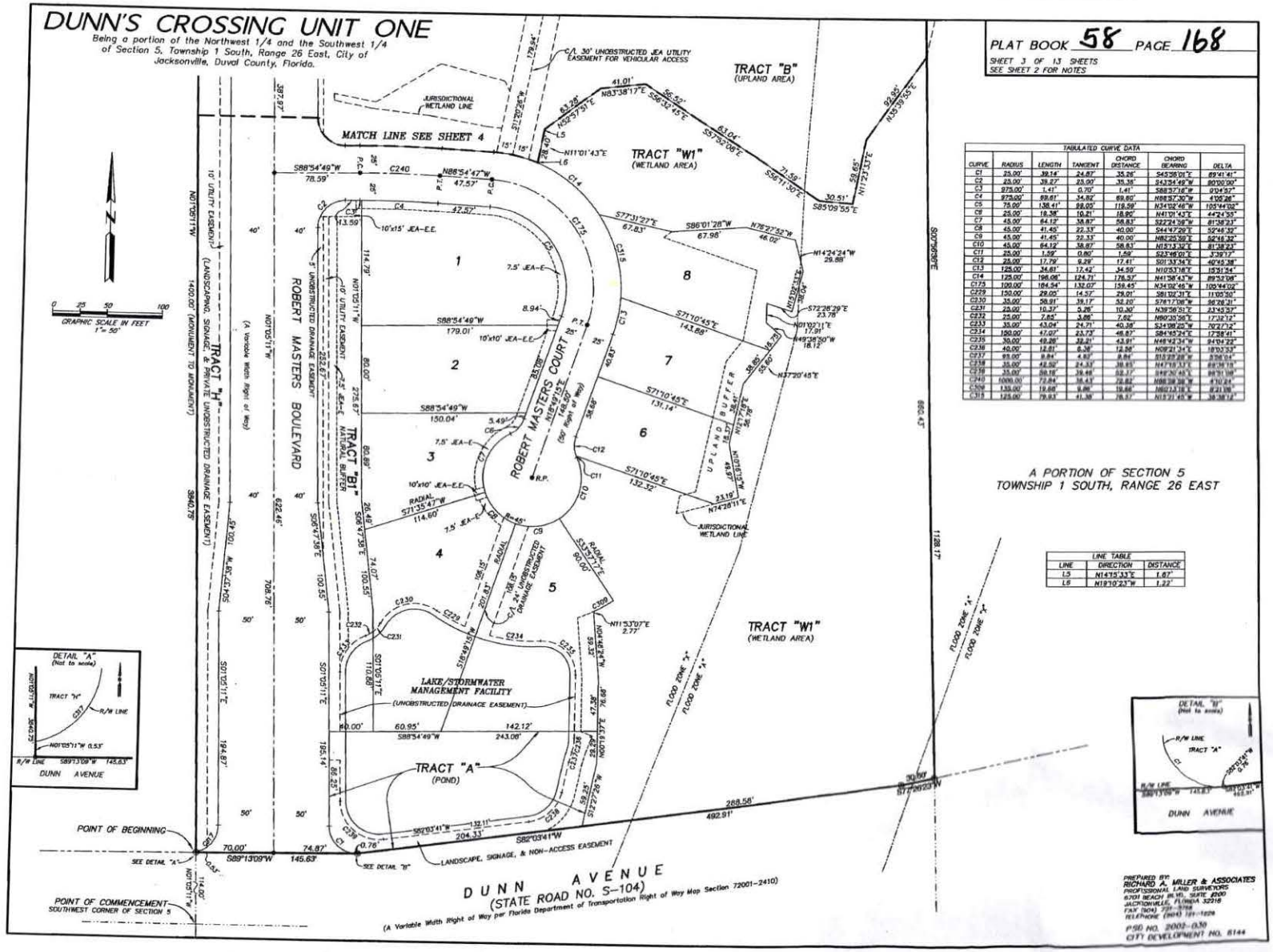
PAGE 21

DUNN'S CROSSING UNIT ONE

Being a portion of the Northwest 1/4 and the Southwest 1/4 of Section 5, Township 1 South, Range 26 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 58 PAGE 168

SHEET 3 OF 13 SHEETS
SEE SHEET 2 FOR NOTES



A PORTION OF SECTION 5
TOWNSHIP 1 SOUTH, RANGE 26 EAST

TABULATED CURVE DATA

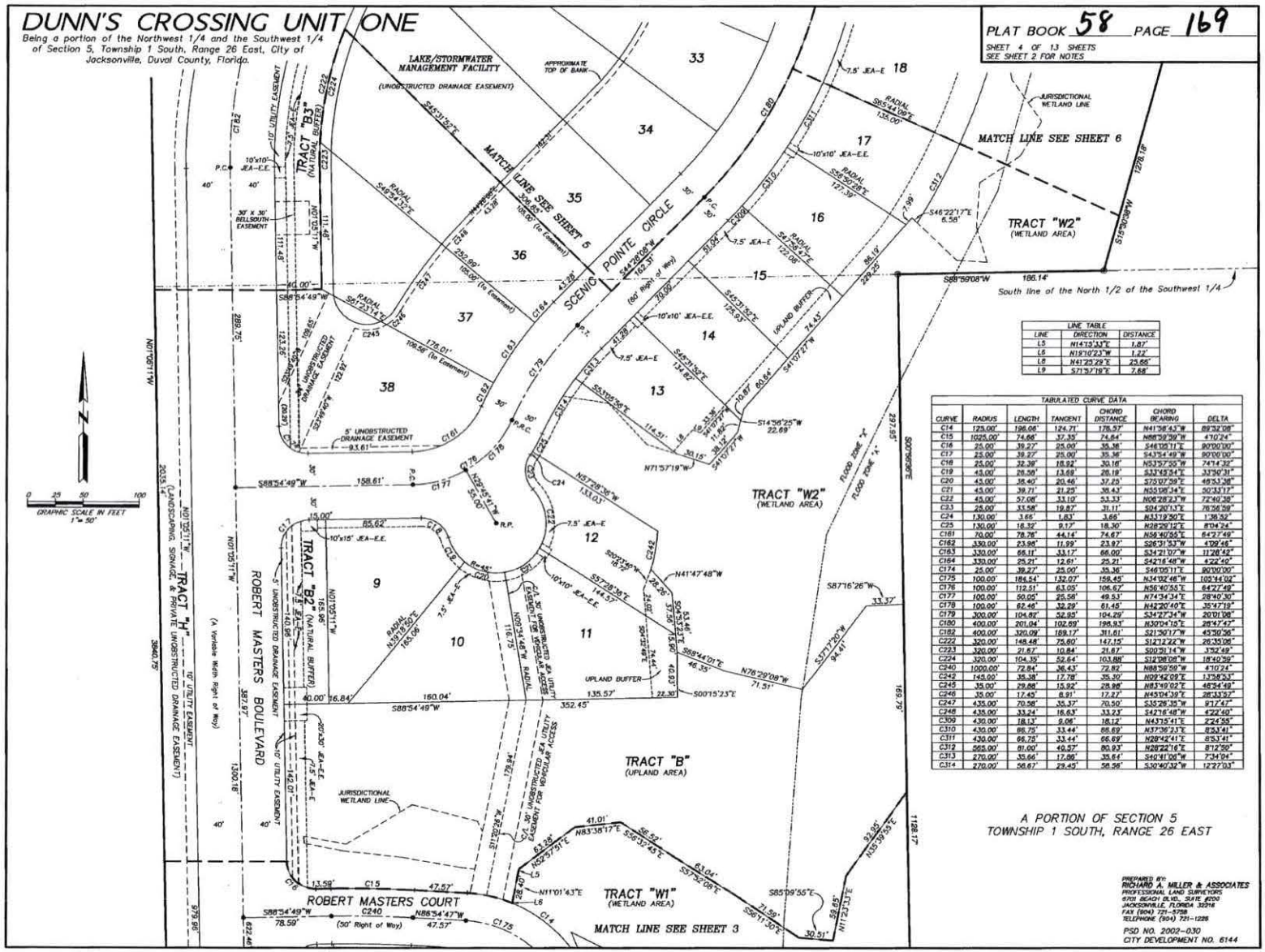
CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C1	25.00'	39.14'	24.87'	35.26'	S45°36'01"E	89°41'41"
C2	25.00'	39.27'	25.00'	35.35'	S42°34'49"W	90°00'00"
C3	975.00'	1.41'	0.70'	1.41'	S88°57'16"W	0°04'57"
C4	975.00'	59.61'	34.82'	59.60'	N86°37'30"W	4°06'26"
C5	75.00'	138.41'	98.05'	118.59'	N34°02'46"W	105°44'02"
C6	25.00'	18.38'	10.21'	18.00'	N41°01'43"E	44°24'55"
C7	45.00'	64.12'	38.87'	58.63'	S22°24'26"W	81°38'23"
C8	45.00'	41.45'	22.33'	40.00'	S44°47'29"E	52°46'32"
C9	45.00'	41.45'	22.33'	40.00'	N82°25'59"E	52°46'32"
C10	45.00'	64.12'	38.87'	58.63'	N15°13'30"E	81°38'23"
C11	25.00'	1.59'	0.80'	1.59'	S23°46'00"E	3°39'17"
C12	25.00'	17.79'	9.28'	17.41'	S01°33'34"E	40°45'38"
C13	125.00'	34.61'	17.42'	34.50'	N10°53'18"E	15°51'54"
C14	125.00'	196.08'	124.71'	176.57'	N41°36'43"W	89°52'598"
C175	100.00'	184.54'	132.07'	159.45'	N34°02'46"W	105°44'02"
C229	150.00'	29.05'	14.57'	29.01'	S81°02'31"E	11°05'50"
C230	35.00'	59.91'	39.17'	52.20'	S76°17'06"W	96°26'31"
C231	25.00'	10.37'	5.26'	10.30'	N39°56'20"E	23°45'37"
C232	25.00'	7.85'	3.96'	7.82'	N80°35'56"E	17°32'12"
C233	35.00'	63.04'	24.71'	40.38'	S24°08'25"W	70°22'12"
C234	150.00'	47.07'	23.73'	46.87'	S84°55'24"E	17°58'41"
C235	30.00'	49.28'	32.21'	43.91'	N48°42'34"W	94°04'22"
C236	40.00'	12.81'	6.36'	12.56'	N09°21'24"E	18°03'53"
C237	85.00'	9.84'	4.82'	9.84'	S12°27'26"W	6°38'04"
C238	35.00'	42.52'	24.33'	39.85'	N47°18'33"E	69°36'15"
C239	35.00'	58.18'	39.48'	52.17'	S48°30'45"E	95°15'08"
C240	1000.00'	72.84'	36.43'	72.82'	N86°39'38"W	4°10'24"
C309	35.00'	19.68'	9.86'	19.66'	N80°23'18"E	32°13'08"
C310	125.00'	79.93'	41.38'	78.57'	N19°21'49"W	36°38'12"

LINE TABLE

LINE	DIRECTION	DISTANCE
L5	N14°15'33"E	1.67'
L6	N18°10'23"W	1.22'

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PSD NO. 2002-030
CITY DEVELOPMENT NO. 8144



LINE TABLE

LINE	DIRECTION	DISTANCE
L5	N14°13'34"E	1.87'
L6	N19°10'23"W	1.22'
L8	N41°25'29"E	25.66'
L9	S71°57'19"E	7.68'

TABULATED CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C14	125.00'	196.06'	124.71'	176.57'	N41°56'43"W	89°52'08"
C15	1025.00'	74.66'	37.35'	74.64'	N88°59'59"W	4°10'24"
C16	25.00'	39.27'	25.00'	35.36'	S46°05'11"E	90°00'00"
C17	25.00'	39.27'	25.00'	35.36'	S43°54'49"W	90°00'00"
C18	25.00'	32.39'	18.92'	30.16'	N53°57'55"W	74°14'32"
C19	45.00'	26.50'	13.69'	26.18'	S33°45'34"E	33°44'31"
C20	45.00'	38.40'	20.46'	37.23'	S75°07'39"E	48°53'38"
C21	45.00'	39.71'	21.25'	38.43'	N55°08'34"E	50°33'17"
C22	45.00'	57.08'	33.10'	53.33'	N06°28'23"W	72°40'38"
C23	25.00'	33.58'	19.87'	31.11'	S04°20'13"E	76°56'39"
C24	130.00'	3.66'	1.83'	3.66'	N53°19'50"E	1°36'53"
C25	130.00'	16.32'	9.17'	16.30'	N28°26'12"E	8°04'24"
C161	70.00'	78.76'	44.14'	74.67'	N56°40'55"E	64°27'49"
C162	330.00'	23.96'	11.99'	23.92'	S26°31'53"W	4°09'46"
C163	330.00'	66.11'	33.17'	66.00'	S34°21'07"W	11°28'42"
C164	330.00'	25.21'	12.61'	25.21'	S42°16'48"W	4°22'40"
C174	25.00'	39.27'	25.00'	35.36'	S46°05'11"E	90°00'00"
C175	100.00'	184.54'	132.07'	158.45'	N34°02'48"W	105°44'02"
C176	100.00'	112.51'	63.05'	106.62'	N56°40'55"E	64°27'49"
C177	100.00'	50.05'	25.56'	49.53'	N74°34'34"E	28°40'30"
C178	100.00'	82.46'	32.29'	81.45'	N42°20'40"E	35°47'19"
C179	300.00'	104.89'	52.95'	104.29'	S34°27'34"W	20°01'08"
C180	400.00'	201.04'	102.69'	198.93'	N30°04'15"E	28°47'47"
C182	400.00'	320.09'	169.17'	311.61'	S21°50'17"W	45°50'36"
C222	320.00'	148.48'	75.80'	147.15'	S12°12'22"W	26°35'06"
C223	320.00'	21.82'	10.84'	21.82'	S00°25'14"W	3°54'49"
C224	320.00'	104.35'	52.64'	103.88'	S12°08'08"W	18°40'39"
C240	1000.00'	72.84'	36.43'	72.82'	N88°59'59"W	4°10'24"
C242	145.00'	35.38'	17.78'	35.30'	N09°42'09"E	13°58'53"
C245	35.00'	25.88'	15.92'	25.88'	N83°49'02"E	46°34'49"
C246	35.00'	17.45'	8.91'	17.27'	N45°04'39"E	28°33'57"
C247	435.00'	70.58'	35.37'	70.50'	S35°28'35"W	9°17'47"
C248	435.00'	33.24'	16.63'	33.23'	S42°16'48"W	4°22'40"
C309	430.00'	18.13'	9.06'	18.12'	N43°15'41"E	2°24'55"
C310	430.00'	66.75'	33.44'	66.69'	N37°39'23"E	8°53'41"
C311	430.00'	66.75'	33.44'	66.69'	N28°42'41"E	8°53'41"
C312	565.00'	81.00'	40.57'	80.93'	N28°22'16"E	8°12'50"
C313	270.00'	35.66'	17.86'	35.64'	S40°41'06"W	7°34'04"
C314	270.00'	56.67'	28.45'	56.56'	S30°46'32"W	12°01'03"

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PSD NO. 2002-030
CITY DEVELOPMENT NO. 6144

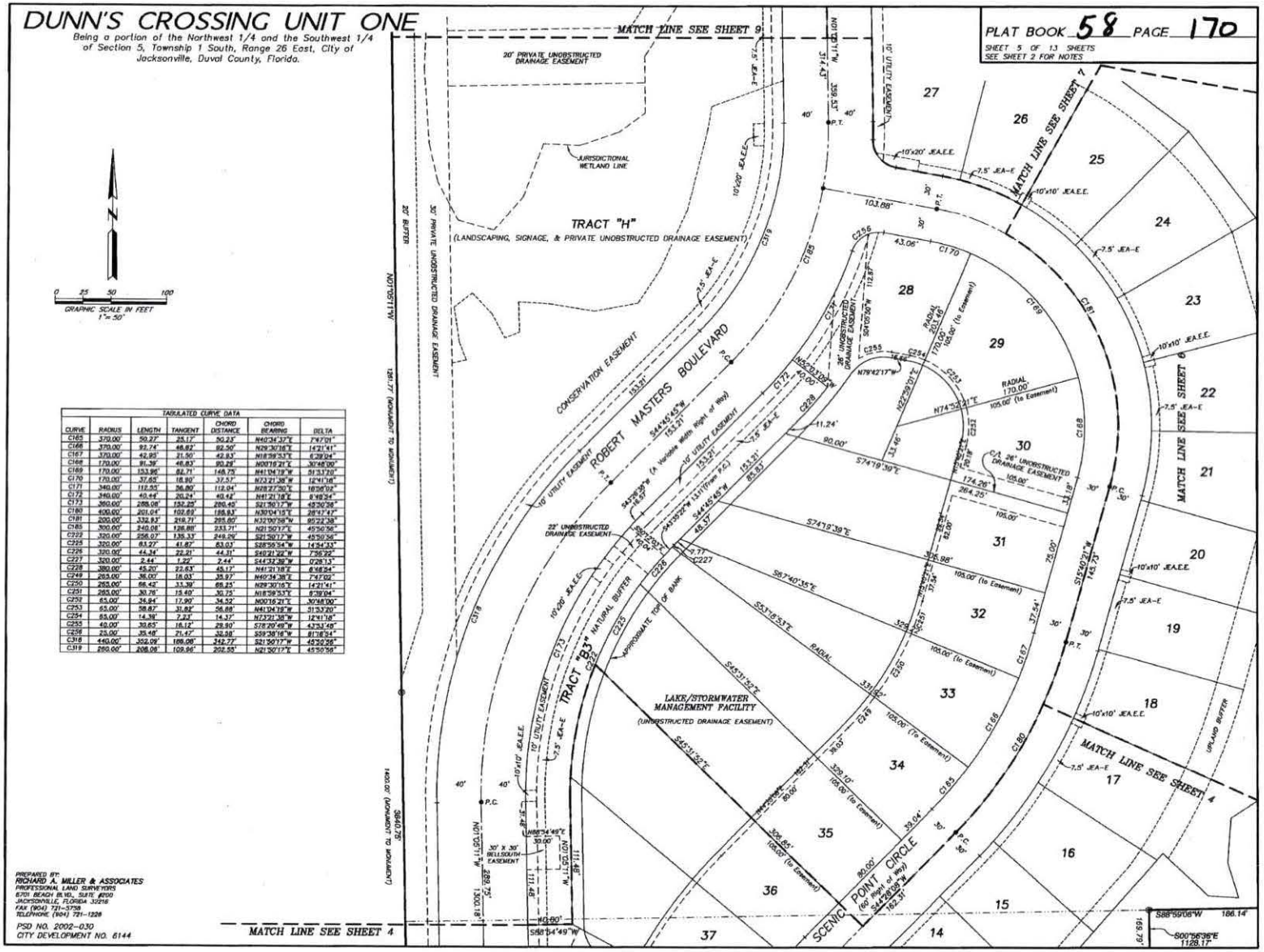
DUNN'S CROSSING UNIT ONE

Being a portion of the Northwest 1/4 and the Southwest 1/4 of Section 5, Township 1 South, Range 26 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 58 PAGE 170

SHEET 5 OF 13 SHEETS

SEE SHEET 2 FOR NOTES



TABULATED CURVE DATA						
CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C165	370.00'	50.27'	25.17'	50.23'	N40°34'37"E	7°47'01"
C166	370.00'	93.74'	46.83'	92.50'	N29°30'36"E	14°31'41"
C167	370.00'	42.95'	21.50'	42.93'	N18°39'53"E	6°39'04"
C168	170.00'	91.39'	46.83'	90.29'	N00°16'21"E	30°48'00"
C169	170.00'	153.96'	82.71'	148.75'	N41°04'19"W	51°53'20"
C170	170.00'	57.65'	15.80'	57.37'	N33°21'38"W	12°41'16"
C171	340.00'	112.50'	56.80'	112.04'	N28°27'30"E	18°58'02"
C172	340.00'	40.44'	20.24'	40.42'	N41°21'38"E	6°48'24"
C173	350.00'	288.08'	152.25'	280.45'	S21°30'17"W	47°09'38"
C180	400.00'	201.04'	102.69'	198.93'	N30°04'15"E	28°47'47"
C181	200.00'	332.93'	218.71'	295.60'	N32°00'58"W	95°22'38"
C185	300.00'	240.08'	126.89'	233.71'	N21°50'17"E	45°50'56"
C222	320.00'	256.07'	135.33'	249.29'	S21°50'17"W	45°50'56"
C225	320.00'	63.27'	41.87'	63.03'	S28°56'54"W	14°54'33"
C226	320.00'	44.34'	22.21'	44.31'	S40°21'22"W	7°56'29"
C227	320.00'	2.44'	1.22'	2.44'	S44°32'36"W	0°26'13"
C228	380.00'	45.20'	22.63'	45.17'	N41°21'38"E	6°48'54"
C249	265.00'	36.00'	18.03'	35.97'	N40°34'38"E	7°47'02"
C250	265.00'	66.42'	33.39'	66.25'	N29°30'36"E	14°21'41"
C251	265.00'	30.76'	15.40'	30.75'	N18°39'53"E	6°39'04"
C252	65.00'	34.94'	17.90'	34.52'	N00°16'21"E	30°48'00"
C253	65.00'	58.87'	31.82'	56.88'	N41°04'19"W	51°53'20"
C254	65.00'	14.78'	7.43'	14.75'	N23°21'38"W	12°41'16"
C255	40.00'	30.65'	16.12'	29.90'	S78°20'48"W	43°53'48"
C256	25.00'	35.48'	21.47'	32.58'	S39°38'16"W	81°16'24"
C318	440.00'	352.09'	186.09'	342.77'	S21°30'17"W	45°50'56"
C319	260.00'	208.08'	109.96'	202.55'	N21°30'17"E	45°50'56"

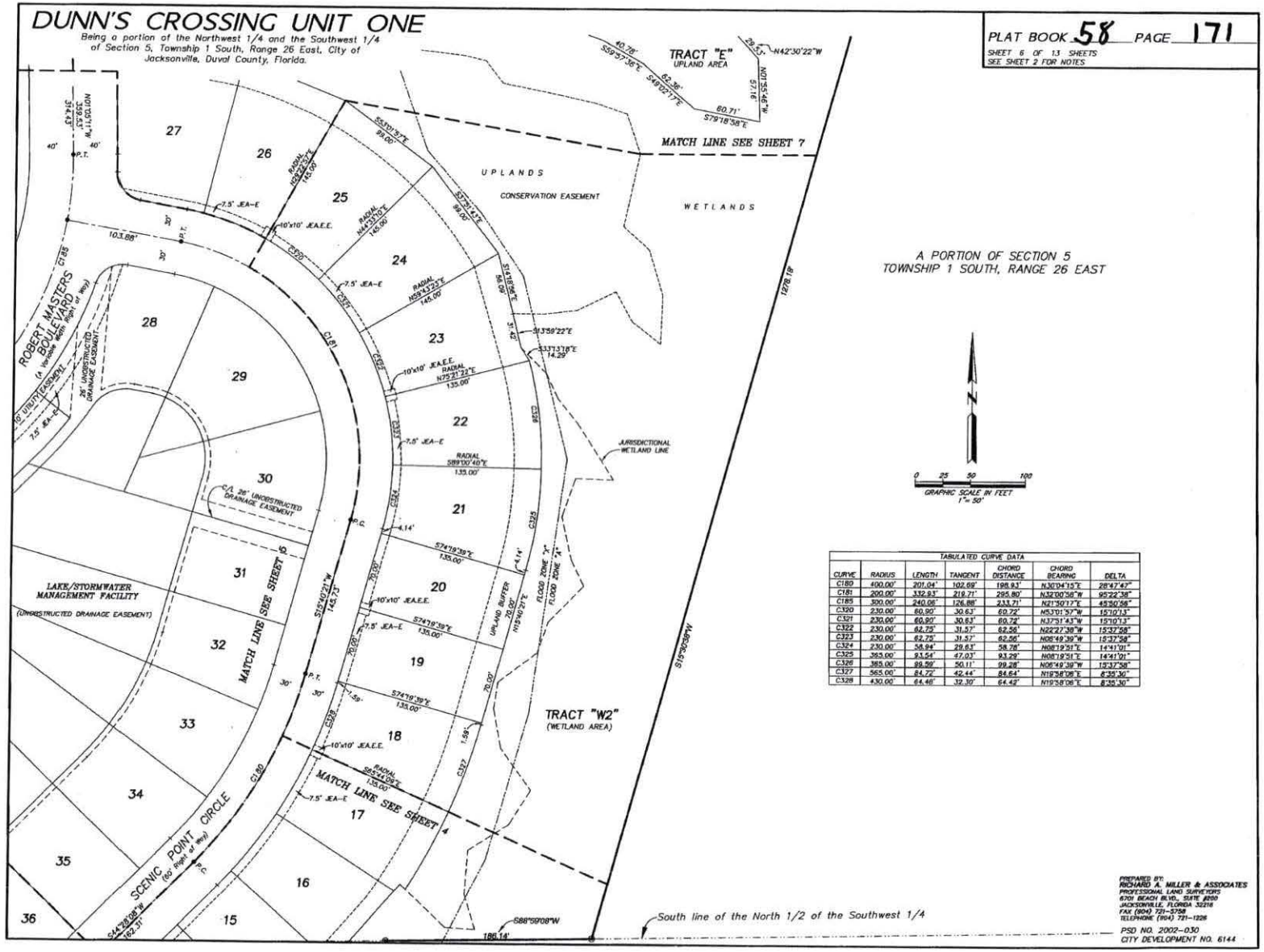
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PSD NO. 2002-030
CITY DEVELOPMENT NO. 6144

DUNN'S CROSSING UNIT ONE

Being a portion of the Northwest 1/4 and the Southwest 1/4 of Section 5, Township 1 South, Range 26 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 58 PAGE 171
SHEET 6 OF 13 SHEETS
SEE SHEET 2 FOR NOTES



A PORTION OF SECTION 5
TOWNSHIP 1 SOUTH, RANGE 26 EAST

TABULATED CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C180	400.00'	201.04'	102.99'	198.91'	N30°04'15"E	28°47'47"
C181	200.00'	332.93'	219.71'	295.80'	N32°00'56"W	95°22'38"
C185	300.00'	240.06'	126.88'	233.71'	N21°50'17"E	45°50'56"
C320	230.00'	60.90'	30.63'	60.72'	N53°01'57"W	15°10'13"
C321	230.00'	60.90'	30.63'	60.72'	N37°51'43"W	15°10'13"
C322	230.00'	62.75'	31.57'	62.56'	N22°27'38"W	15°37'58"
C323	230.00'	62.75'	31.57'	62.56'	N08°49'39"W	15°37'58"
C324	230.00'	58.94'	29.63'	58.78'	N08°19'31"E	14°41'01"
C325	353.00'	83.54'	47.03'	93.29'	N08°19'31"E	14°41'01"
C326	353.00'	99.59'	50.11'	99.28'	N06°49'39"W	15°37'58"
C327	565.00'	84.72'	42.44'	84.64'	N19°58'08"E	8°35'30"
C328	430.00'	64.46'	32.30'	64.42'	N19°58'08"E	8°35'30"

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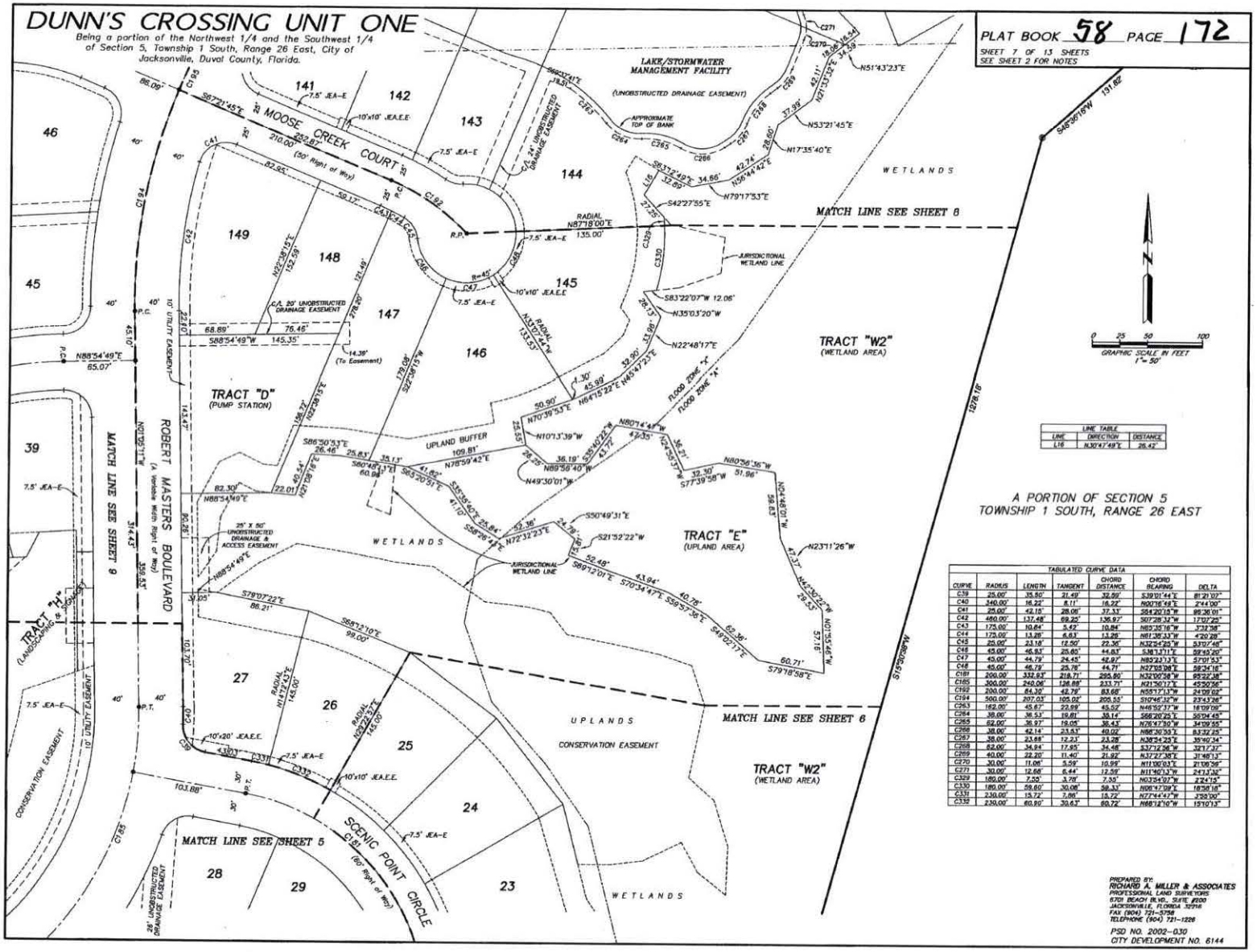
DUNN'S CROSSING UNIT ONE

Being a portion of the Northwest 1/4 and the Southwest 1/4 of Section 5, Township 1 South, Range 26 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 58 PAGE 172

SHEET 7 OF 13 SHEETS

SEE SHEET 2 FOR NOTES



A PORTION OF SECTION 5
TOWNSHIP 1 SOUTH, RANGE 26 EAST

LINE TABLE

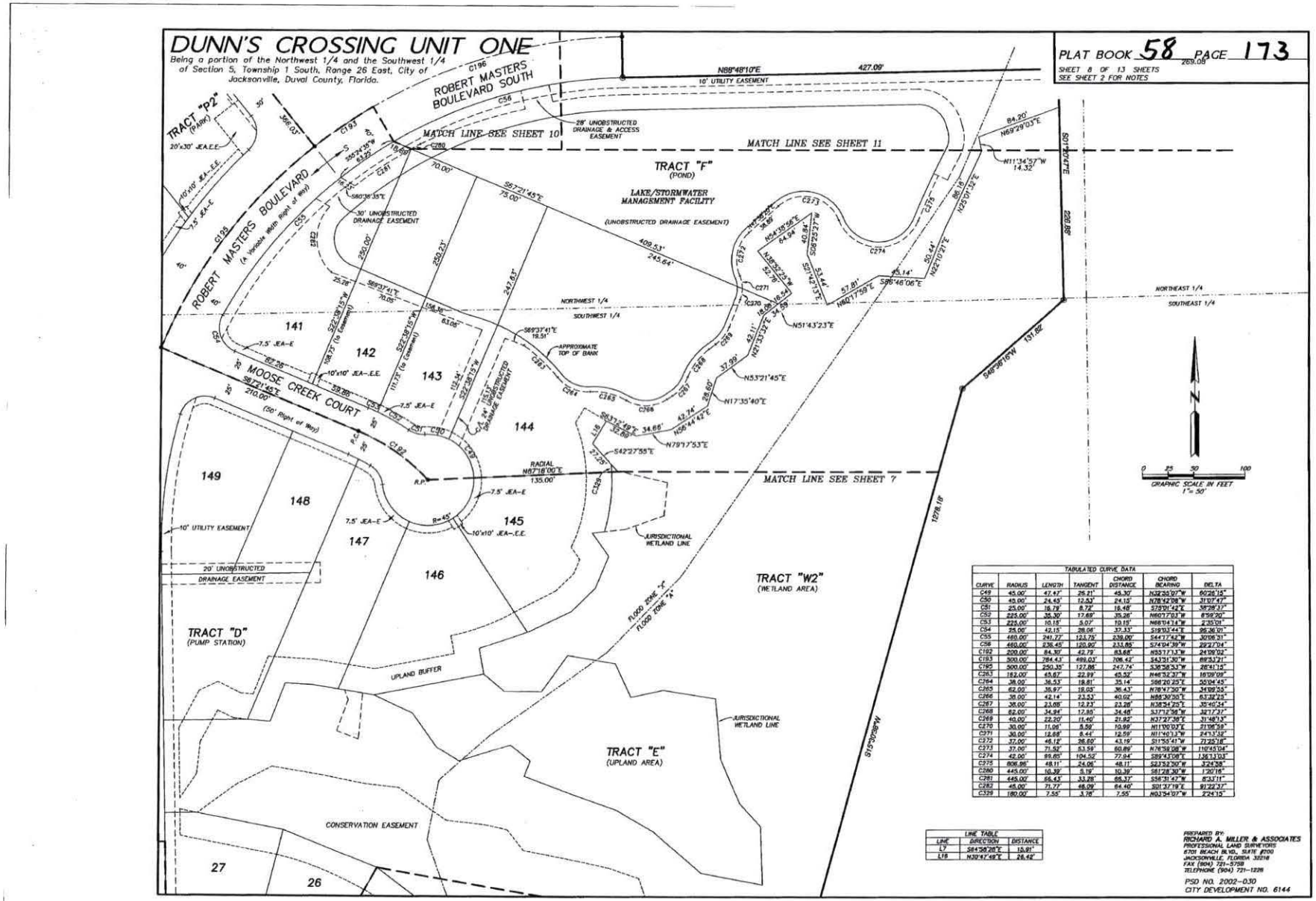
LINE	DIRECTION	DISTANCE
L16	N30°47'49"E	26.42'

TABULATED CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C39	25.00'	35.80'	21.49'	32.89'	S39°01'44"E	81°21'07"
C40	340.00'	16.22'	8.11'	16.22'	N00°16'48"E	2°44'00"
C41	25.00'	42.18'	28.08'	37.33'	S64°20'15"W	96°36'01"
C42	480.00'	137.48'	69.25'	136.97'	S07°28'32"W	16°25'25"
C43	175.00'	10.84'	5.42'	10.84'	N85°35'16"W	3°32'38"
C44	175.00'	13.28'	6.63'	13.28'	N81°38'33"W	4°20'28"
C45	25.00'	23.16'	12.50'	22.36'	N32°54'25"W	53°05'48"
C46	45.00'	46.83'	25.60'	44.83'	S36°17'11"E	59°40'20"
C47	45.00'	44.79'	24.45'	42.97'	N85°23'13"E	57°01'53"
C48	45.00'	46.79'	25.78'	44.71'	N27°03'39"E	59°34'16"
C181	200.00'	332.93'	218.71'	295.80'	N32°00'38"W	95°22'38"
C185	300.00'	240.06'	126.88'	233.71'	N21°50'12"E	45°50'56"
C192	200.00'	84.30'	42.79'	83.68'	N55°17'13"W	24°09'02"
C194	500.00'	207.03'	105.02'	205.55'	S10°24'12"W	23°43'36"
C263	162.00'	45.67'	22.98'	45.52'	N46°52'37"W	16°09'06"
C264	38.00'	36.53'	19.81'	35.14'	S66°20'25"E	55°04'45"
C265	62.00'	36.97'	19.05'	36.43'	N26°47'30"W	34°09'55"
C266	38.00'	42.14'	23.53'	40.02'	N86°30'50"E	63°32'25"
C267	38.00'	23.68'	12.23'	23.28'	N38°24'25"E	35°40'34"
C268	62.00'	34.94'	17.85'	34.48'	S37°12'36"W	32°17'32"
C269	40.00'	22.20'	11.40'	21.92'	N37°27'38"E	31°48'12"
C270	30.00'	11.06'	5.59'	10.99'	N11°00'03"E	21°06'36"
C271	30.00'	12.68'	6.44'	12.59'	N11°46'13"W	24°13'36"
C329	180.00'	7.55'	3.78'	7.55'	N03°54'02"W	2°24'15"
C330	180.00'	59.60'	30.08'	59.33'	N06°47'09"E	18°58'16"
C331	230.00'	15.72'	7.86'	15.72'	N77°44'47"W	3°55'00"
C332	230.00'	60.90'	30.63'	60.72'	N68°12'10"W	15°10'13"

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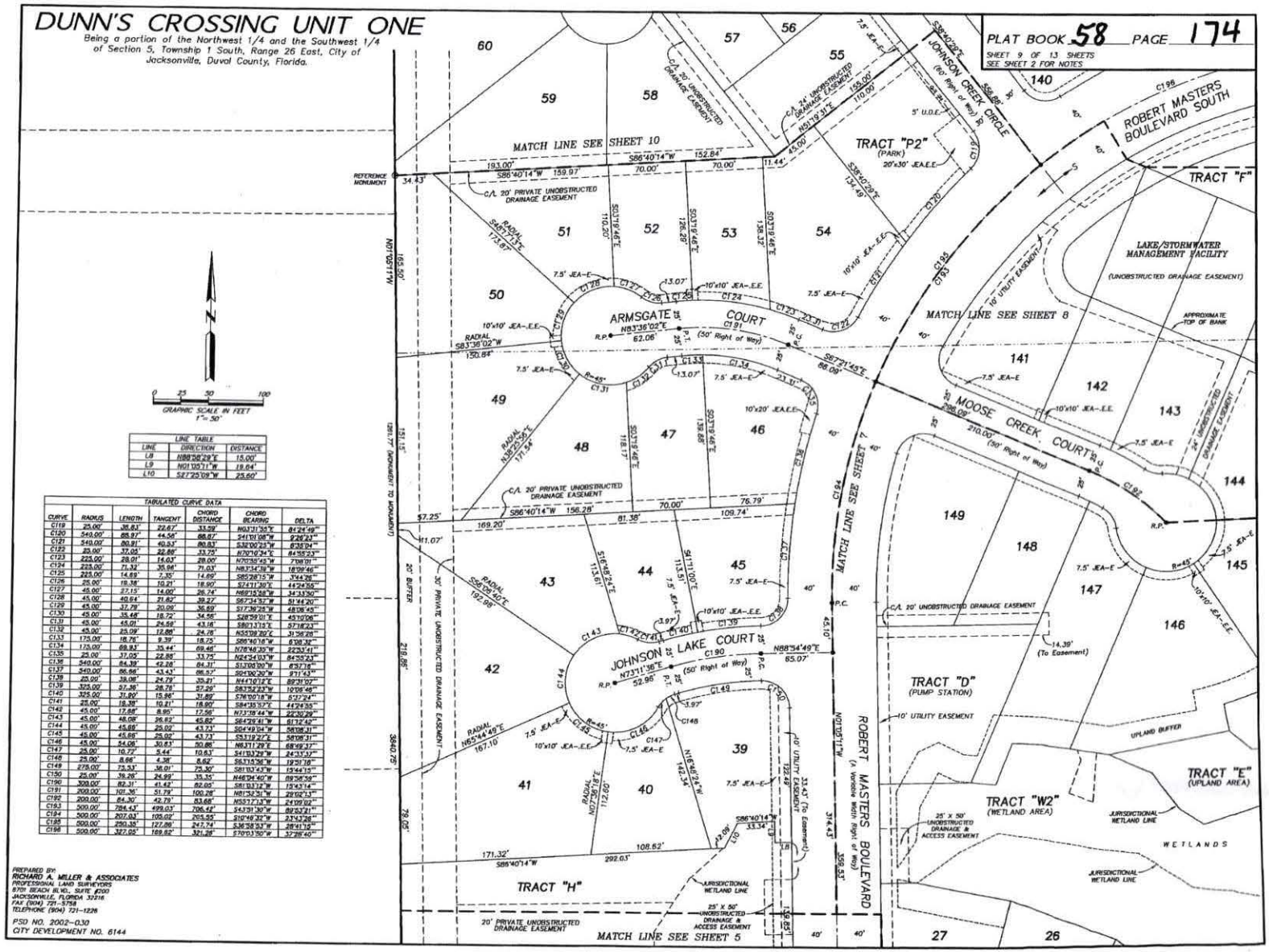
PSD NO. 2002-030
CITY DEVELOPMENT NO. 6144


DUNN'S CROSSING UNIT ONE
Being a portion of the Northwest 1/4 and the Southwest 1/4 of Section 5, Township 1 South, Range 26 East, City of Jacksonville, Duval County, Florida.
PLAT BOOK 58 PAGE 173
SHEET 8 OF 13 SHEETS
SEE SHEET 2 FOR NOTES
ROBERT MASTERS BOULEVARD SOUTH
ROBERT MASTERS BOULEVARD
(A Variable Width Right of Way)
MOOSE CREEK COURT
(50' Right of Way)
TRACT "P2"
(PARK)
TRACT "F"
(POND)
LAKE/STORMWATER MANAGEMENT FACILITY
(UNOBSTRUCTED DRAINAGE EASEMENT)
TRACT "D"
(PUMP STATION)
TRACT "W2"
(WETLAND AREA)
TRACT "E"
(UPLAND AREA)
MATCH LINE SEE SHEET 10
MATCH LINE SEE SHEET 11
MATCH LINE SEE SHEET 7
10' UTILITY EASEMENT
20' UNOBSTRUCTED DRAINAGE & ACCESS EASEMENT
30' UNOBSTRUCTED DRAINAGE EASEMENT
20' UNOBSTRUCTED DRAINAGE EASEMENT
APPROXIMATE TOP OF BANK
JURISDICTIONAL WETLAND LINE
UPLAND BUFFER
CONSERVATION EASEMENT
FLOOD ZONE "X"
141
142
143
144
145
146
147
148
149
27
26
N88°48'10"E 427.09'
269.09'
N69°29'03"E 84.20'
N11°34'57"W 14.32'
S01°50'17"E 228.88'
S46°36'16"W 131.82'
1078.18'
N25°01'35"E 86.18'
S86°46'06"E 45.14'
N22°10'21"E 50.44'
N60°17'59"E 57.81'
S27°42'13"E 53.44'
N08°57'23"W 52.78'
N54°26'56"E 64.94'
S08°23'27"W 40.84'
N51°43'23"E
N17°35'40"E
N53°21'45"E
N79°17'53"E
S42°27'55"E
S67°21'45"E 75.00'
S89°37'41"E 70.00'
S89°37'41"E 19.51'
S80°36'35"E
S22°38'15"W (to Easement)
S22°38'15"W
S89°37'41"W 70.00'
S67°21'45"E 210.00'
RADIAL N87°18'00"E 135.00'
R=45'
R.P.
NORTHWEST 1/4
SOUTHWEST 1/4
NORTHEAST 1/4
SOUTHEAST 1/4
GRAPHIC SCALE IN FEET
1" = 50'
0 25 50 100
TABULATED CURVE DATA
CURVE | RADIUS | LENGTH | TANGENT | CHORD DISTANCE | CHORD BEARING | DELTA
C49 | 45.00' | 47.47' | 25.21' | 45.30' | N32°35'27"W | 60°26'15"
C50 | 45.00' | 24.45' | 12.53' | 24.15' | N78°42'08"W | 31°07'47"
C51 | 25.00' | 16.79' | 8.72' | 16.48' | S78°51'42"E | 38°28'37"
C52 | 225.00' | 35.30' | 17.69' | 35.26' | N60°17'04"W | 8°59'20"
C53 | 225.00' | 10.15' | 5.07' | 10.15' | N68°04'14"W | 2°35'01"
C54 | 25.00' | 43.15' | 28.06' | 37.33' | S38°03'44"E | 98°86'01"
C55 | 460.00' | 241.27' | 123.75' | 238.00' | S44°17'42"W | 30°06'31"
C56 | 460.00' | 236.45' | 120.90' | 233.85' | S74°04'39"W | 29°27'04"
C192 | 200.00' | 84.30' | 42.78' | 83.68' | N83°17'13"W | 24°09'02"
C193 | 500.00' | 784.43' | 499.03' | 706.42' | S43°31'30"W | 89°53'21"
C195 | 500.00' | 250.35' | 127.86' | 247.74' | S36°38'53"W | 28°41'15"
C263 | 182.00' | 45.67' | 22.89' | 45.52' | N46°32'32"W | 16°09'09"
C264 | 38.00' | 36.53' | 19.81' | 35.14' | S86°20'25"E | 55°04'45"
C265 | 62.00' | 35.97' | 18.05' | 35.43' | N78°47'30"W | 34°98'55"
C266 | 38.00' | 42.14' | 23.53' | 40.02' | N88°39'20"E | 63°32'25"
C267 | 38.00' | 23.08' | 12.23' | 23.28' | N38°34'25"E | 35°46'34"
C268 | 62.00' | 34.94' | 17.85' | 34.48' | S37°12'56"W | 32°17'37"
C269 | 40.00' | 22.20' | 11.40' | 21.92' | N37°27'39"E | 31°48'13"
C270 | 30.00' | 11.06' | 5.59' | 10.99' | N11°00'03"E | 21°06'58"
C271 | 30.00' | 12.68' | 6.44' | 12.59' | N11°40'13"W | 24°13'12"
C272 | 37.00' | 46.12' | 26.60' | 43.19' | S11°55'41"W | 71°25'18"
C273 | 37.00' | 71.52' | 53.59' | 60.89' | N76°58'08"W | 110°45'04"
C274 | 42.00' | 99.85' | 104.52' | 77.64' | S89°43'06"E | 136°13'03"
C275 | 806.96' | 48.11' | 24.06' | 48.11' | S23°52'30"W | 3°24'58"
C280 | 445.00' | 10.39' | 5.19' | 10.39' | S81°28'30"W | 1°20'16"
C281 | 445.00' | 66.43' | 33.28' | 66.37' | S86°01'42"W | 8°33'11"
C282 | 45.00' | 71.77' | 46.09' | 64.40' | S01°37'19"E | 91°22'37"
C329 | 180.00' | 7.55' | 3.78' | 7.55' | N03°34'07"W | 2°24'15"
LINE TABLE
LINE | DIRECTION | DISTANCE
L7 | S84°36'28"E | 15.91'
L15 | N30°47'48"E | 26.42'
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CITY DEVELOPMENT NO. 6144

DUNN'S CROSSING UNIT ONE

Being a portion of the Northwest 1/4 and the Southwest 1/4 of Section 5, Township 1 South, Range 26 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 58 PAGE 174
SHEET 9 OF 13 SHEETS
SEE SHEET 2 FOR NOTES



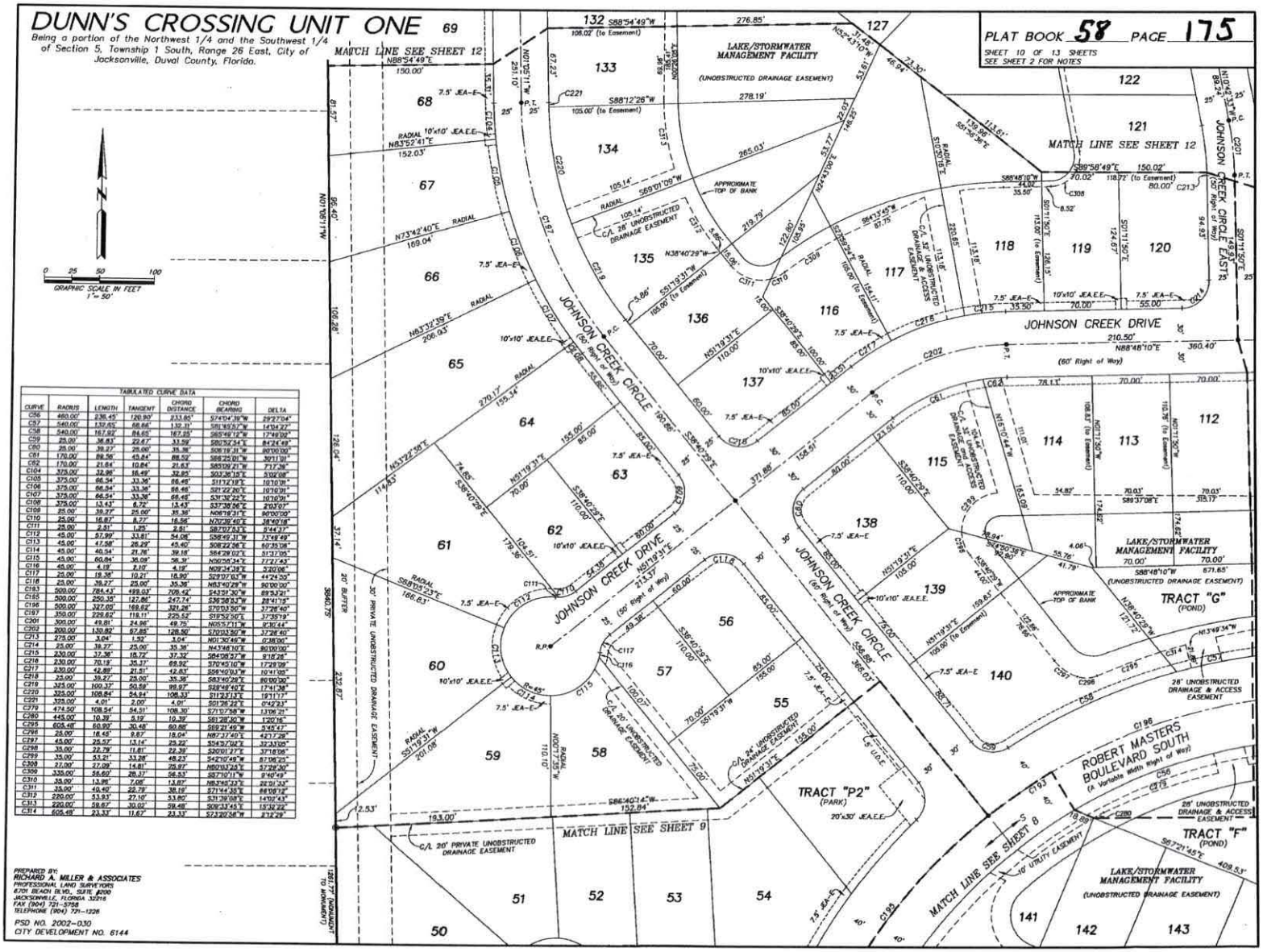
LINE TABLE		
LINE	DIRECTION	DISTANCE
L8	N88°56'28"E	15.00'
L9	N01°05'11"W	18.64'
L10	S2°25'09"W	23.60'

TABULATED CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C119	25.00'	38.83'	22.67'	35.09'	N03°31'55"E	84°24'49"
C120	540.00'	85.97'	44.56'	86.87'	S41°01'08"W	9°26'23"
C121	540.00'	80.81'	40.43'	80.83'	S32°00'25"W	8°34'24"
C122	25.00'	37.05'	22.86'	33.75'	N70°16'34"E	84°55'23"
C123	225.00'	28.01'	14.03'	28.00'	N70°35'45"W	7°08'01"
C124	225.00'	71.32'	35.98'	71.03'	N83°34'38"W	18°09'46"
C125	225.00'	14.69'	7.35'	14.69'	S85°26'15"W	3°44'26"
C126	25.00'	18.36'	10.21'	18.90'	S24°11'30"E	44°24'55"
C127	45.00'	27.15'	14.00'	26.74'	N69°15'58"W	34°33'50"
C128	45.00'	40.64'	21.82'	39.27'	S67°34'52"W	51°44'20"
C129	45.00'	32.79'	20.06'	35.69'	S17°36'26"W	41°46'45"
C130	45.00'	35.48'	18.72'	34.56'	S28°59'01"E	45°10'06"
C131	45.00'	45.01'	24.58'	43.18'	S80°13'15"E	57°18'23"
C132	45.00'	25.09'	12.88'	24.76'	N55°38'30"E	31°56'26"
C133	175.00'	18.76'	9.39'	18.75'	S86°40'14"W	6°08'32"
C134	175.00'	88.93'	35.44'	69.46'	N76°46'30"W	29°33'41"
C135	25.00'	37.05'	22.86'	33.75'	N24°43'03"W	84°55'23"
C136	540.00'	84.39'	42.26'	84.31'	S13°00'00"W	8°57'16"
C137	540.00'	86.96'	43.43'	86.87'	S04°09'30"W	9°13'43"
C138	25.00'	39.08'	24.79'	35.21'	N44°10'12"E	89°31'02"
C139	325.00'	37.36'	28.78'	37.26'	S85°52'23"E	10°06'49"
C140	325.00'	71.80'	15.96'	71.80'	S76°00'18"W	5°27'24"
C141	25.00'	18.39'	10.21'	18.80'	S84°35'52"E	44°24'55"
C142	45.00'	17.68'	8.95'	17.56'	N73°39'44"W	22°30'29"
C143	45.00'	48.08'	26.82'	45.82'	S64°29'41"W	61°12'42"
C144	45.00'	45.66'	25.02'	43.73'	S04°49'04"W	58°08'31"
C145	45.00'	45.66'	25.02'	43.73'	S53°19'27"E	58°08'31"
C146	45.00'	54.06'	30.83'	50.86'	N83°11'29"E	68°49'37"
C147	25.00'	10.77'	5.44'	10.63'	S41°03'29"W	24°33'47"
C148	25.00'	8.66'	4.36'	8.62'	S63°15'56"W	19°51'18"
C149	275.00'	73.53'	36.91'	73.30'	S81°03'43"W	15°44'15"
C150	25.00'	39.26'	24.99'	35.35'	N46°04'40"W	89°56'59"
C190	300.00'	82.31'	41.42'	82.05'	S81°03'12"W	15°43'14"
C191	200.00'	101.35'	51.79'	100.28'	N81°52'51"W	29°02'13"
C192	200.00'	84.30'	42.79'	83.68'	N55°17'13"W	24°09'02"
C193	500.00'	784.43'	499.03'	706.42'	S43°31'30"W	89°53'21"
C194	500.00'	207.03'	105.02'	205.55'	S10°48'32"W	23°43'26"
C195	500.00'	290.35'	127.86'	247.74'	S36°28'53"W	28°41'12"
C196	500.00'	327.05'	169.82'	321.28'	S70°03'50"W	37°28'40"

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PSD NO. 2002-030
CITY DEVELOPMENT NO. 6144



CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C56	460.00'	236.45'	120.90'	233.85'	S74°04'39"W	29°27'04"
C57	540.00'	132.65'	66.64'	132.31'	S81°49'57"W	14°04'27"
C58	540.00'	167.82'	84.65'	167.15'	S65°48'12"W	17°48'09"
C59	25.00'	36.83'	22.67'	33.59'	S80°52'34"E	84°24'19"
C60	25.00'	39.27'	25.00'	35.36'	S06°19'31"W	90°00'00"
C61	170.00'	88.56'	45.64'	88.52'	S88°25'01"W	30°11'01"
C62	170.00'	21.64'	10.84'	21.63'	S83°09'21"W	7°17'26"
C104	325.00'	32.96'	16.49'	32.85'	S03°36'15"E	5°48'08"
C105	375.00'	66.54'	33.36'	66.46'	S11°12'19"E	10°10'31"
C106	375.00'	66.54'	33.36'	66.46'	S21°22'50"E	10°10'31"
C107	375.00'	66.54'	33.36'	66.46'	S31°33'22"E	10°10'31"
C108	375.00'	13.43'	6.72'	13.43'	S37°38'06"E	2°03'07"
C109	25.00'	39.27'	25.00'	35.36'	N06°19'31"E	90°00'00"
C110	25.00'	16.87'	8.77'	16.56'	N20°39'40"E	38°40'18"
C111	25.00'	2.51'	1.25'	2.51'	S87°07'53"E	5°44'37"
C112	45.00'	57.90'	33.81'	54.06'	S38°49'31"W	73°43'49"
C113	45.00'	47.58'	26.29'	45.40'	S08°22'06"E	60°35'08"
C114	45.00'	40.54'	21.78'	39.18'	S64°29'02"E	51°37'05"
C115	45.00'	60.84'	36.08'	56.31'	N06°06'34"E	77°27'43"
C116	45.00'	4.18'	2.10'	4.18'	N09°24'28"E	5°20'06"
C117	25.00'	19.36'	10.21'	18.90'	S29°07'03"W	44°24'55"
C118	25.00'	39.27'	25.00'	35.36'	N63°40'29"W	90°00'00"
C183	500.00'	784.43'	498.03'	706.42'	S42°29'30"W	89°53'21"
C185	500.00'	250.35'	127.86'	247.74'	S36°38'53"W	28°41'25"
C196	500.00'	327.05'	169.62'	321.26'	S70°03'50"W	37°28'40"
C197	350.00'	228.80'	118.11'	225.52'	S70°03'50"W	37°28'40"
C201	300.00'	49.81'	24.96'	49.75'	N05°57'11"W	9°30'44"
C202	200.00'	130.82'	67.85'	128.50'	S70°03'50"W	37°28'40"
C213	275.00'	3.04'	1.52'	3.04'	N01°30'46"W	0°38'00"
C214	25.00'	39.27'	25.00'	35.36'	N43°48'10"E	90°00'00"
C215	230.00'	37.36'	18.72'	37.32'	S84°08'57"W	9°18'26"
C216	230.00'	70.19'	35.37'	69.92'	S70°45'10"W	17°29'09"
C217	230.00'	42.89'	21.51'	42.83'	S56°40'04"W	10°41'09"
C218	25.00'	39.27'	25.00'	35.36'	S83°40'29"E	90°00'00"
C219	325.00'	100.37'	50.59'	99.97'	S28°48'40"E	17°41'38"
C220	325.00'	108.84'	54.94'	108.33'	S11°23'13"E	19°11'17"
C221	325.00'	4.01'	2.00'	4.01'	S01°38'22"E	0°42'31"
C279	474.50'	108.54'	54.51'	108.30'	S71°07'58"W	13°06'21"
C280	445.00'	10.39'	5.19'	10.39'	S81°28'30"W	1°20'16"
C295	605.48'	60.80'	30.48'	60.80'	S69°21'45"W	5°45'17"
C296	25.00'	18.48'	9.67'	18.04'	N87°37'40"E	42°21'28"
C297	45.00'	25.52'	13.14'	25.22'	S54°37'04"E	32°30'05"
C298	35.00'	22.79'	11.81'	22.39'	S20°01'27"E	37°18'06"
C299	35.00'	53.21'	33.26'	48.23'	S42°10'48"W	87°06'03"
C308	27.00'	27.09'	14.81'	25.97'	N80°03'24"E	57°28'30"
C309	335.00'	56.60'	28.37'	56.53'	S87°10'11"W	9°40'49"
C310	35.00'	13.96'	7.06'	13.87'	N83°56'33"E	22°51'33"
C311	35.00'	40.40'	22.79'	38.18'	S71°44'38"E	66°09'12"
C312	220.00'	53.93'	27.10'	53.80'	S31°39'09"E	14°02'43"
C313	220.00'	59.85'	30.02'	59.68'	S06°33'45"E	15°35'22"
C314	605.48'	23.33'	11.67'	23.33'	S73°20'58"W	2°12'29"

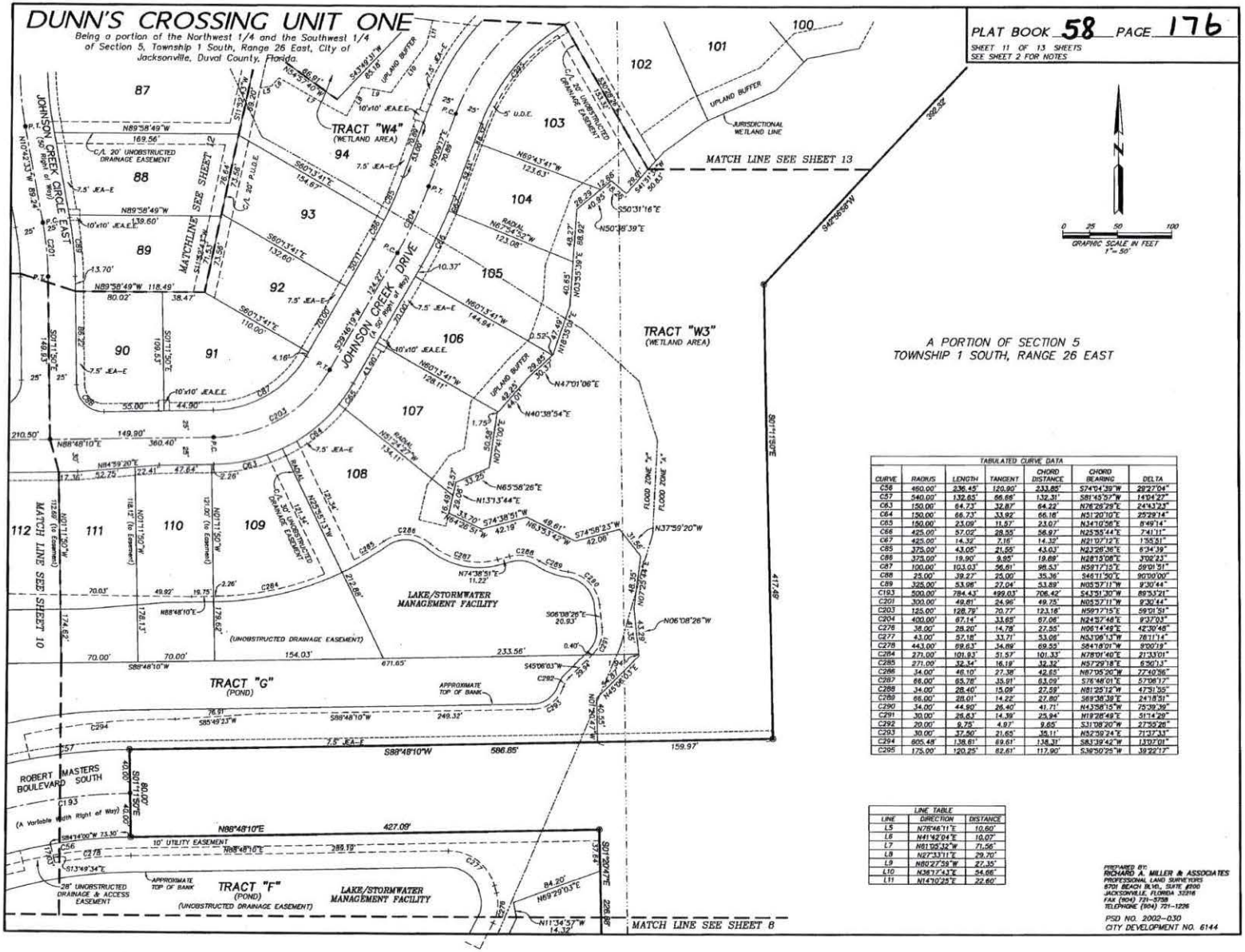
DUNN'S CROSSING UNIT ONE

Being a portion of the Northwest 1/4 and the Southwest 1/4 of Section 5, Township 1 South, Range 26 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 58 PAGE 176

SHEET 11 OF 13 SHEETS

SEE SHEET 2 FOR NOTES



TABULATED CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C56	460.00'	236.45'	120.90'	233.85'	S74°04'39"W	29°27'04"
C57	540.00'	132.65'	66.66'	132.31'	S81°45'57"W	14°04'27"
C63	150.00'	64.73'	32.87'	64.22'	N76°26'29"E	24°43'23"
C64	150.00'	66.73'	33.92'	66.18'	N51°20'10"E	25°28'14"
C65	150.00'	23.09'	11.57'	23.07'	N34°10'58"E	8°49'14"
C66	425.00'	57.02'	28.55'	56.97'	N25°55'44"E	7°41'11"
C67	425.00'	14.32'	7.16'	14.32'	N21°07'12"E	1°55'31"
C85	375.00'	43.05'	21.55'	43.03'	N23°26'26"E	6°34'39"
C86	375.00'	19.90'	9.95'	19.89'	N28°15'08"E	3°02'23"
C87	100.00'	103.03'	56.61'	98.53'	N59°17'15"E	59°01'51"
C88	25.00'	39.27'	25.00'	35.36'	S46°11'50"E	90°00'00"
C89	325.00'	53.06'	27.04'	53.89'	N05°57'11"W	9°30'44"
C193	500.00'	784.43'	499.03'	706.42'	S43°31'30"W	89°53'01"
C201	300.00'	49.81'	24.96'	49.75'	N05°57'11"W	9°30'44"
C203	125.00'	128.79'	70.77'	123.18'	N59°17'15"E	59°01'51"
C204	400.00'	67.14'	33.65'	67.06'	N24°57'48"E	9°37'03"
C276	38.00'	28.20'	14.78'	27.55'	N09°14'49"E	42°30'48"
C277	43.00'	57.18'	33.71'	53.06'	N53°06'13"W	76°11'14"
C278	443.00'	69.63'	34.89'	69.55'	S84°18'01"W	8°00'19"
C284	271.00'	101.93'	51.57'	101.33'	N78°01'40"E	21°33'01"
C285	271.00'	32.34'	16.18'	32.32'	N57°29'18"E	6°50'14"
C286	34.00'	46.10'	27.38'	42.65'	N87°05'20"W	77°40'56"
C287	66.00'	65.78'	35.91'	63.09'	S76°48'01"E	57°06'17"
C288	34.00'	28.40'	15.09'	27.59'	N81°25'12"W	47°51'35"
C289	66.00'	28.01'	14.22'	27.80'	S69°36'38"E	24°18'51"
C290	34.00'	44.90'	26.40'	41.71'	N43°56'15"W	75°39'39"
C291	30.00'	25.63'	14.19'	23.94'	N19°28'49"E	51°14'29"
C292	20.00'	9.75'	4.97'	9.65'	S31°08'20"W	27°55'26"
C293	30.00'	37.50'	21.65'	35.11'	N52°59'24"E	71°37'33"
C294	605.48'	138.61'	69.61'	138.31'	S83°39'42"W	13°07'01"
C295	175.00'	120.25'	62.61'	117.90'	S36°50'25"W	39°22'17"

LINE TABLE

LINE	DIRECTION	DISTANCE
L5	N76°46'11"E	10.60'
L6	N41°42'04"E	10.07'
L7	N81°05'32"W	71.56'
L8	N27°33'11"E	29.70'
L9	N80°27'59"W	27.35'
L10	N36°17'43"E	54.66'
L11	N14°10'25"E	22.60'

PREPARED BY:
RICHARD A. MILLER & ASSOCIATES
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PSD NO. 2002-030
CITY DEVELOPMENT NO. 6144

DUNN'S CROSSING UNIT ONE

Being a portion of the Northwest 1/4 and the Southwest 1/4 of Section 5, Township 1 South, Range 26 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 58 PAGE 177

SHEET 12 OF 13 SHEETS
SEE SHEET 2 FOR NOTES

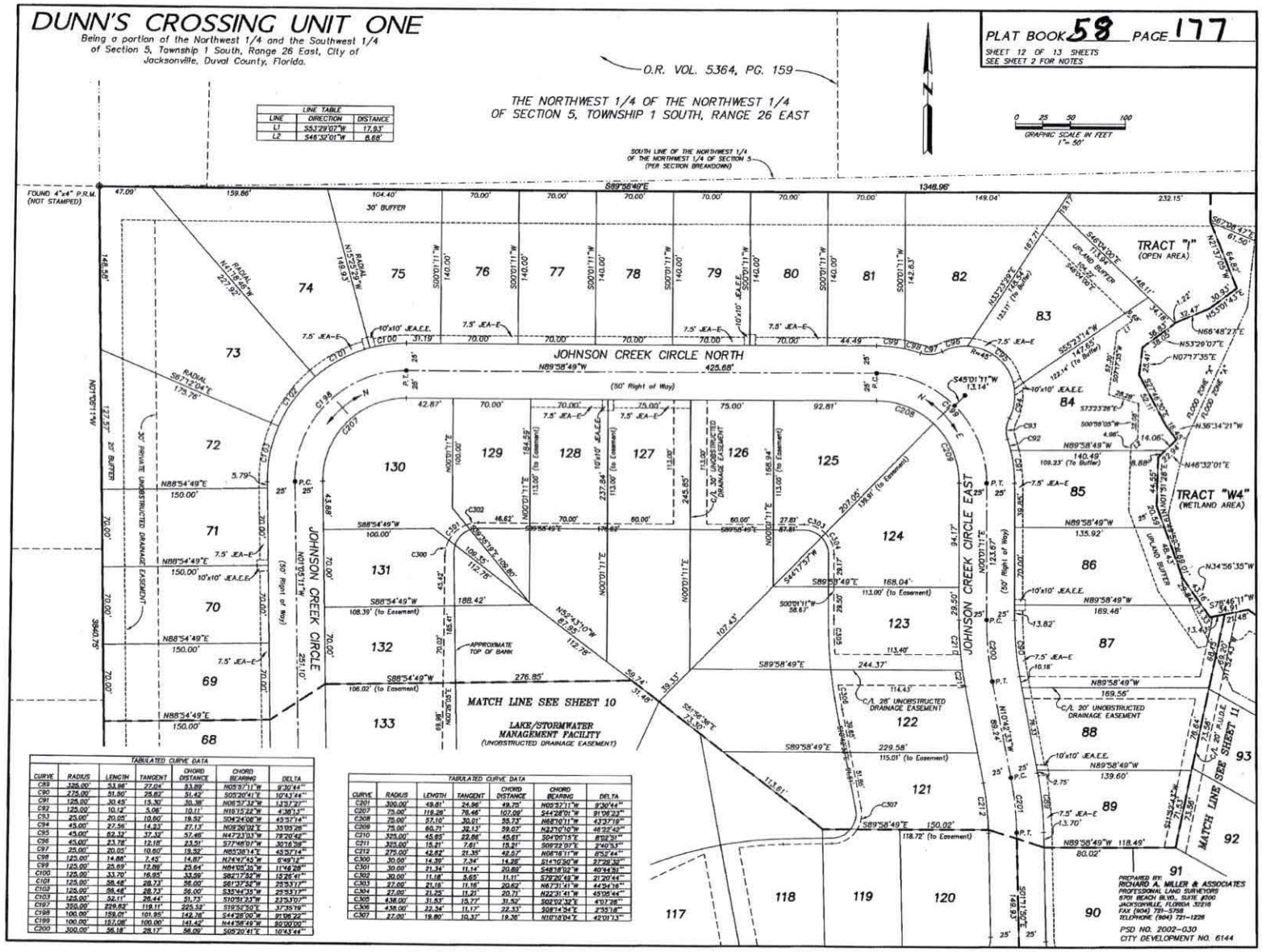
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THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 26 EAST

SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5 (PER SECTION BREAKDOWN)

GRAPHIC SCALE IN FEET 1" = 50'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S53°29'07"W	17.93'
L2	S46°32'01"W	6.68'



TABULATED CURVE DATA						
CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C89	325.00'	53.86'	27.04'	53.80'	N05°37'11"W	9°30'44"
C90	275.00'	51.90'	25.82'	51.42'	S05°20'41"E	10°43'44"
C91	125.00'	30.45'	15.30'	30.38'	N06°37'33"W	13°57'27"
C92	125.00'	10.12'	5.06'	10.11'	N16°15'22"W	4°38'13"
C93	25.00'	20.05'	10.60'	19.52'	S04°24'08"W	45°57'14"
C94	45.00'	27.56'	14.32'	27.13'	N09°26'02"E	35°05'28"
C95	45.00'	52.32'	37.32'	49.45'	N47°23'01"W	66°36'42"
C96	45.00'	23.78'	12.18'	23.51'	S77°48'01"W	30°16'59"
C97	25.00'	20.05'	10.60'	19.52'	N85°38'14"E	45°57'14"
C98	125.00'	14.86'	7.43'	14.87'	N74°41'45"W	6°49'12"
C99	125.00'	25.69'	12.88'	25.64'	N84°05'35"W	11°46'28"
C100	125.00'	33.70'	16.95'	33.59'	S82°17'32"W	15°26'41"
C101	125.00'	58.48'	29.73'	58.00'	S61°37'52"W	26°48'17"
C102	125.00'	58.48'	29.73'	58.00'	S35°44'35"W	26°48'17"
C103	125.00'	52.11'	26.44'	51.73'	S10°51'23"W	23°53'07"
C197	350.00'	229.82'	119.11'	225.58'	S19°32'50"E	37°35'19"
C198	100.00'	159.01'	101.95'	142.78'	S44°28'00"W	91°06'22"
C199	100.00'	157.08'	100.00'	141.42'	N44°58'49"W	90°00'00"
C200	300.00'	56.18'	28.17'	56.09'	S05°20'41"E	10°43'44"

TABULATED CURVE DATA						
CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C201	300.00'	49.81'	24.96'	49.75'	N05°37'11"W	9°30'44"
C207	75.00'	118.08'	78.46'	106.09'	S44°28'01"W	90°12'33"
C208	75.00'	57.10'	30.01'	55.73'	N68°10'11"W	43°37'18"
C209	75.00'	60.71'	32.13'	59.07'	N23°10'16"W	46°22'45"
C210	325.00'	45.85'	22.96'	45.81'	S04°09'15"E	8°05'21"
C211	325.00'	15.21'	7.61'	15.21'	S00°23'07"E	2°40'53"
C212	275.00'	42.62'	21.35'	42.57'	N06°16'11"W	8°52'44"
C300	30.00'	14.39'	7.34'	14.25'	S14°16'36"W	27°28'30"
C301	30.00'	21.34'	11.14'	20.88'	S48°34'02"W	40°44'30"
C302	30.00'	11.18'	5.65'	11.11'	S79°29'49"W	21°20'44"
C303	27.00'	21.15'	11.16'	20.62'	N87°31'41"W	44°54'16"
C304	27.00'	21.25'	11.21'	20.71'	N22°31'41"W	45°05'44"
C305	438.00'	31.53'	15.77'	31.52'	S02°02'32"E	4°07'28"
C306	438.00'	32.34'	11.17'	22.33'	S08°14'54"E	2°55'18"
C307	27.00'	19.80'	10.37'	19.36'	N16°16'04"E	42°01'13"

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DUNN'S CROSSING UNIT ONE

Being a portion of the Northwest 1/4 and the Southwest 1/4 of Section 5, Township 1 South, Range 26 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 58 PAGE 178
SHEET 13 OF 13 SHEETS
SEE SHEET 2 FOR NOTES

TABULATED CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C263	175.00'	38.75'	19.45'	38.67'	N59°27'36"E	12°41'09"
C264	25.00'	28.59'	16.09'	27.06'	N20°21'15"E	65°31'32"
C265	225.00'	63.58'	32.01'	63.37'	N57°42'23"E	16°11'30"
C266	225.00'	25.80'	12.91'	25.89'	N48°16'46"E	6°35'47"
C267	25.00'	11.60'	5.91'	11.50'	S56°18'22"W	26°34'59"
C268	175.00'	19.17'	9.60'	19.16'	S62°39'52"W	6°16'58"
C269	225.00'	0.75'	0.38'	0.75'	S65°42'27"W	0°11'28"
C270	225.00'	81.58'	41.24'	81.14'	S55°13'28"W	20°46'29"
C271	45.00'	26.20'	13.48'	25.83'	S04°16'22"W	33°21'42"
C272	45.00'	79.69'	55.05'	69.88'	S71°41'12"W	101°28'03"
C273	45.00'	35.08'	18.46'	34.20'	N35°14'48"W	44°39'46"
C274	45.00'	35.08'	18.48'	34.20'	N09°24'57"E	44°39'45"
C275	45.00'	29.73'	15.43'	29.19'	N50°46'21"E	37°51'02"
C276	95.00'	53.26'	27.36'	52.58'	S47°04'52"W	32°08'02"
C277	190.00'	140.52'	73.65'	137.34'	N79°41'01"W	42°22'34"
C278	190.00'	19.70'	9.86'	19.69'	N55°31'29"W	5°56'29"
C279	190.00'	48.19'	24.22'	48.08'	N20°10'53"W	14°31'56"
C280	190.00'	151.75'	80.18'	147.74'	N09°25'39"E	45°45'36"
C281	190.00'	22.80'	11.41'	22.78'	N38°18'54"E	6°52'29"
C282	200.00'	159.34'	84.17'	155.16'	S42°58'44"W	45°38'54"
C283	200.00'	112.67'	57.67'	111.19'	N49°39'50"E	32°18'40"
C284	225.00'	98.93'	49.23'	98.16'	S32°29'45"W	24°40'57"

LINE TABLE

LINE	DIRECTION	DISTANCE
L3	N14°10'25"E	14.70'
L4	N12°38'55"W	30.63'
L12	N57°43'27"E	25.30'
L13	N32°14'17"E	5.08'
L14	N42°58'23"W	19.15'
L15	N32°14'17"E	5.14'
L16	N57°43'27"E	21.99'

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 26 EAST

A PORTION OF SECTION 5 TOWNSHIP 1 SOUTH, RANGE 26 EAST

A PORTION OF SECTION 5 TOWNSHIP 1 SOUTH, RANGE 26 EAST

TRACT "I" (OPEN SPACE)

TRACT "W3" (WETLAND AREA)

TRACT "W4" (WETLAND AREA)

TRACT "W3" (WETLAND AREA)

JOHNSON CREEK DRIVE

MATCH LINE SEE SHEET 12

MATCH LINE SEE SHEET 11

JURISDICTIONAL WETLAND LINE

UPLAND BUFFER

30' BUFFER

25' UPLAND BUFFER

10'x10' JEA.E.E.

7.5' JEA.E.

30' U.D.E.

20' CONSTRUCTION DRAINAGE EASEMENT

FLOOD ZONE AE

FLOOD ZONE X

GRAPHIC SCALE IN FEET 1" = 50'

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PSD NO. 2002-030
CITY DEVELOPMENT NO. 6144

Doc # 2005290269, PLAT BK 58 Page 166, Filed & Recorded 08/08/2005 at 09:37
AM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY

DUNN'S CROSSING UNIT ONE

Being a portion of the Northwest 1/4 and the Southwest 1/4 of Section 5, Township 1 South, Range 26 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 58 PAGE 166

SHEET 1 OF 13 SHEETS
SEE SHEET 2 FOR NOTES

CAPTION

A portion of Section 5, Township 1 South, Range 26 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southeast corner of said Section 5, said point being situate in the centerline of Dunn Avenue (State Road No. S-104), a variable width right of way as shown on the Florida Department of Transportation Right of Way Map Section 72001-2410; thence North 01°05'11" West, along the West line of said Section 5, a distance of 114.00 feet to a point situate in the Northerly right of way line of said Dunn Avenue for a POINT OF BEGINNING; thence continue North 01°05'11" West, along said West line of Section 5, a distance of 3,840.75 feet to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 5; thence South 89°58'49" East, along the Westerly prolongation of the Southerly line of those certain lands described in Official Records Volume 5364, Page 159 and along said Southerly line, and along the Southerly line of those certain lands described in deed recorded in Official Records Volume 5364, Page 156, all of the Current Public Records of said County, both mentioned lands as physically monumented, a distance of 1,348.96 feet; thence North 00°48'03" West, along the East line of said Northwest 1/4 of the Northwest 1/4, a distance of 200.00 feet; thence North 89°11'57" East, 402.86 feet; thence South 00°48'03" East, 503.74 feet; thence South 42°56'58" West, 392.32 feet; thence South 01°11'50" East, 417.49 feet; thence South 88°48'10" West, 586.85 feet; thence South 01°11'50" East, 80.00 feet; thence North 88°48'10" East, 427.09 feet; South 01°20'47" East, 226.88 feet; thence South 48°36'16" West, 131.82 feet; thence South 15°30'38" West, 1278.18 feet to a point lying on the South line of the North 1/2 of the Southwest 1/4 of said Section 5; thence South 88°59'08" West, along last said line, 186.14 feet to the Northeast corner thereof; thence South 00°56'36" East, along the West line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4, a distance of 1128.17 feet to a point situate in said Northerly right of way line of Dunn Avenue and the Limited Access Line of said Interstate Highway 295/State Road 9-A; thence South 77°26'23" West, along said Northerly right of way line of Dunn Avenue and along said Limited Access Right of Way, a distance of 30.60 feet to the end of said Limited Access Right of Way Line; thence South 82°03'47" West, continuing along said Northerly right of way line of Dunn Avenue, a distance of 482.91 feet; thence South 89°13'09" West, continuing along said Northerly right of way line, a distance of 145.63 feet to the POINT OF BEGINNING.

Containing 97.1642 acres, more or less.

ADOPTION AND DEDICATION

This is to certify that Dunn Avenue Development, INC, a Florida Corporation under the laws of the State of Florida, is the lawful owner of the lands described in the caption hereon known as Dunn's Crossing Unit One, having caused the same to be surveyed and subdivided, that Iron Stone Bank, a Federal Savings Bank, is the holder of a mortgage on said lands. This plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands, Tract "D" (Pump Station) and all easements for JEA utilities and sewers are hereby irrevocably dedicated to JEA, its successors and assigns. All roads, parkways, lanes, drives, courts, walkways, easements for drainage, non-access easements, and utility easements, except all private easements, conservation easements, and Tract "B" (Upland Area) which shall remain privately owned and the sole and exclusive property of the owner, its successors and assigns as shown hereon, are hereby irrevocably and without reservation dedicated to the City of Jacksonville, its successors and assigns. The drainage easements over, under, across and through the lakes/stormwater management facilities shown on this plat are hereby irrevocably dedicated to the City of Jacksonville, its successors and assigns, and are subject to the following covenants which shall run with the land:

1) The drainage easements hereby dedicated shall permit the City of Jacksonville, its successors and assigns, to discharge into said lakes/stormwater management facilities which these easements traverse, all water which may fall on or come upon all (roads, parkways, lanes, drives and courts as noted above) hereby dedicated, together with all substances or matter which may flow or pass from (roads, parkways, lanes, drives and courts); from adjacent land or from any other source of public waters into or through said lakes/stormwater management facilities, without any liability whatsoever on the part of the City of Jacksonville, its successors and assigns for any damage, injuries or loss to persons or property resulting from the acceptance or use of these drainage easements by the City of Jacksonville, its successors and assigns;

2) The lakes and treatment systems shown on this plat are owned in fee simple title by the abutting owners(s), its successors and assigns, and all maintenance and any other matters pertaining to said lakes/stormwater management facilities are the responsibility of the owner, its successor and assigns. The City of Jacksonville by acceptance of this plat assumes no responsibility whatsoever for said lakes and treatment systems.

3) The City of Jacksonville, its successors and assigns, shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the developer or any other person within the area of the lands hereby platted, or of the lakes and treatment systems shown on this plat, but shall have the right to modify the water level including the repair, removal or replacement of the lakes/stormwater management facilities and the control structures to effect adequate drainage.

The Owner, its successors and assigns of the lands described and captioned hereon, shall indemnify the City of Jacksonville and save it harmless from suits, action, damages and liability and expense 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/stormwater management facilities described above, or any part thereof, occasioned wholly or in part by any act of omission of its agents, contractors, employees, servants, licensees, or concessionaires within Dunn's Crossing Unit One. This indemnification shall run with the land and the assigns of the owner and shall be subject to it.

The undersigned Owner(s) do hereby reserve unto themselves and assigns, an easement for landscaping and construction of signs over all non access easements, and also easement(s) over all lands designated as private drainage easements shown on this plat, the maintenance responsibilities of which shall be those of the owner, its successors, and assigns.

Tract "A" (Pond), Tracts "B1", "B2", and "B3" (Natural Buffer), Tract "E" (Upland Area), Tracts "F", and "G" (Pond), Tract "H" (Landscaping, Signage, and Private Unobstructed Drainage Easement), Tract "I" (Open Area), Tract "P2" (Park), Tracts "W", "W2", "W3", and "W4" (Wetland Area) are hereby irrevocably dedicated to Dunn's Crossing Homeowners Association, a not for profit organization, its successors and assigns.

Those easements designated as "JEA-E.E." are hereby irrevocably dedicated to JEA, its successors and assigns, for its exclusive use in conjunction with its underground electrical system. Those easements designated as "JEA-E." are hereby irrevocably dedicated to JEA, its successors and assigns, for its non-exclusive use in conjunction with its underground electrical system; provided however, that no parallel utilities may be installed within said easements.

In witness whereof Dunn Avenue Developers, INC., a Florida Corporation has caused these presents to be executed by its Managing Partner, this 18TH day of July A.D., 2005.

DUNN AVENUE DEVELOPMENT, INC.
A Florida Corporation

Witness: Justin Hart
Print Name: Justin Hart
Witness: Angelina Jones-Wood
Print Name: AngeLina Jones-Wood

By: Joanna Putnal
Joanna Putnal
Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th day of July A.D., 2005 by Joanna Putnal, Vice President of Dunn Avenue Development, Inc., a Florida Corporation, who has taken an oath on behalf of the corporation, who is personally known to me.

Notary Public, State of Florida
Type or print name Angelina Jones-Wood
My Commission Expires: 10/12/2008
My Commission Number: DD0522551

ANGELINA JONES-WOOD
Commission #DD0522551
Expires 10/12/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

IRON STONE BANK
A Federal Savings Bank

Witness: Christopher B. Bartlett
Print Name: Christopher B. Bartlett
Witness: Angelina Jones-Wood
Print Name: Angelina Jones-Wood

By: Frazier Dughi
Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of July A.D., 2005 by Frazier Dughi, Vice President of Iron Stone Bank, a Federal Savings Bank, who has taken an oath on behalf of the corporation, who is personally known to me.

Notary Public, State of Florida
Type or print name Angelina Jones-Wood
My Commission Expires: 10/12/2008
My Commission Number: DD0522551

ANGELINA JONES-WOOD
Commission #DD0522551
Expires 10/12/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Approved 8/2/2005
Date
City Engineer
for Director of Public Works

Approved 8/3/2005
Date
for General Counsel

APPROVED FOR THE RECORD

This is to certify that this plat has been examined, accepted and approved by the City of Jacksonville, Duval County, Florida, pursuant to Chapter 654, Ordinance Code.

By:
Alan R. Mosley, P.E.
Director of Public Works
Date: 8/8/05

CLERK'S CERTIFICATE 2005290269

This is to certify that this plat has been examined and approved by the City of Jacksonville, Duval County, Florida, and submitted to me for recording and is recorded in Plat Book 58, Pages 166-178 of the current Public Records of Duval County, Florida, this 8 day of August A.D., 2005.

By: Jim Fuller
Jim Fuller
Clerk of the Circuit Court

By: Deputy Clerk

PLAT CONFORMITY REVIEW

This Plat has been reviewed and found in compliance with Part 1, Chapter 177, Florida Statutes, this 1st day of Aug. 2005.

Glenn E. McGregor
Glenn E. McGregor, P. L. S.
Professional Land Surveyor Number 4252

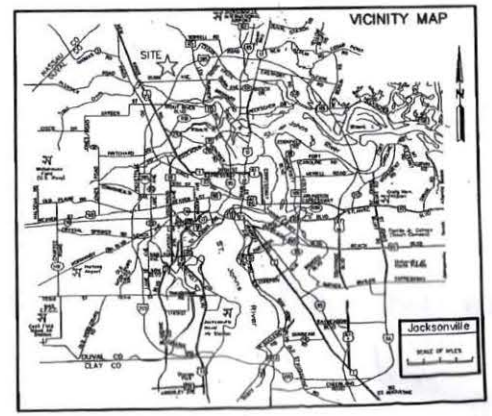
SURVEYOR'S CERTIFICATE

This is to certify that the above plat is a true and correct representation of the lands surveyed, platted and described above, that the survey was made under the undersigned's responsible direction and supervision, that the survey data complies with all of the requirements of the Florida Statute Chapter 177, that Permanent Reference Monuments, Permanent Control Points and lot corners have been monumented in accordance with Chapter 177.091 F. S., Chapter 61G-17.003 F. A. C. and Section 654.110 Ordinance Code of the City of Jacksonville.

Signed and Sealed this 21st day of July A.D., 2005.

Richard A. Miller
Florida Registered Land Surveyor
and Mapper Certificate No.3848
L.B. No. 5189

VICINITY MAP



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