

**FIRST AMENDED AND RESTATED DECLARATION  
OF COVENANTS AND RESTRICTIONS  
FOR  
THE BROADWATER SUBDIVISION**

THIS FIRST AMENDED AND RESTATED DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR THE BROADWATER SUBDIVISION  
(the "Declaration") is made on this 8<sup>th</sup> (eighth) day of January, 2004, by the Broadwater  
of Jacksonville Homeowners' Association, Inc. a Florida not for profit Corporation,  
hereinafter defined as the Association.

WITNESSETH:

WHEREAS, The Association is the record Owner of certain real property located  
in Duval County, Florida, more particularly described on the attached Exhibit "A" (as  
recorded in Map Book 51, Pages 50, 50A-50N of the Public Records of Duval County,  
Florida) and "B" (the "Property"); and

WHEREAS, The Association desires to subject all of the Property to the terms  
and conditions of this Declaration;

NOW, THEREFORE, The Association hereby declares that the Property shall be  
held, sold, and conveyed subject to the following restrictions, covenants and conditions,  
which are created and established for the purpose of protecting the value and desirability  
of the Property, and enhancing and preserving the welfare of the residents and owners

thereof. The restrictions, covenants and conditions contained herein shall run with the land and be binding upon all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## **ARTICLE I**

### **DEFINITIONS**

Section 1. “Association” shall mean and refer to BROADWATER OF JACKSONVILLE HOMEOWNERS’ ASSOCIATION, INC., a Florida not-for-profit corporation.

Section 2. “Owner” shall mean and refer to the record title owner of fee simple title to any Lot (whether one or more persons or entities), but excluding parties holding such interest merely as security for the performance of an obligation.

Section 3. “Property” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all non-submerged, non-tidal real property owned by the Association, including the common areas shown on the plat of BROADWATER SUBDIVISION, and the Tracts described as Tracts C through I, inclusive for the common use and enjoyment of the Owners.

Section 5. “Lot” shall mean and refer to any separate numbered plot of land as shown upon any recorded subdivision plat of the Property, excluding the Common Area.

Section 6. “Declaration” shall mean and refer to this Declaration of Covenants and Restrictions, and any amendments or modifications made in accordance with the provisions hereof.

Section 7. “Structure” shall mean any improvement upon the Property, including but not limited to paving and parking lots, signs, residences, garages, storage buildings and play structures but not including improvements providing electric, telephone, television, water, sewer or other utilities services.

Section 8. By-Laws, Covenants and Restrictions Committee or BCRC shall mean and refer to the committee created and established in accordance with the provisions of Article VII hereof.

Section 9. “Architectural Review Committee” or “ARC” shall mean and refer to the committee created and established in accordance with the provisions of Article IX hereof.

Section 10. Finance Committee or FC shall mean and refer to the committee created and established in accordance with the provisions of Article VIII hereof.

Section 11. “Surface Water or Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Section 12. “Institutional Mortgage” shall mean a mortgage held by bank, savings and loan association, credit union, pension fund, real estate investment trust, or any other similar residential lender.

Section 13. “BROADWATER” shall mean the BROADWATER SUBDIVISION.

Section 14. “Board of Directors”, also referred to as “BOD”, shall mean the Board of Directors of the Association elected by the Owners. All members of the Board of Directors must be members of the Association.

## **ARTICLE II**

### **PROPERTY RIGHTS**

Section 1. Owner’s Easement of Enjoyment. Subject to the limitations in subparagraph (e) below, every Owner shall have a right and easement to use and enjoy all or any portion of the Common Area for its intended purpose, which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The Association may charge reasonable fees for the use of any recreational lot or facility which may be located within or upon the Common Area;
- (b) The Association may suspend an Owner’s voting rights and the right to use the Common Area for any period during which any assessment against such Owner’s lot remains unpaid; or, for a period not to exceed sixty (60) days for each infraction of the Association’s rules and regulations concerning the Common Area;

(c) The Association may dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument consenting to such transfer by two-thirds (2/3) of the total votes entitled to be cast, has been recorded.

(d) Children under the age of ten (10) may not use the recreational Lots or Common Area unless accompanied by a parent or legal guardian who is an Owner, or by a caregiver or adult designated by the Owner.

(e) Any uplands lying west of Lots 39 through 42, inclusive, and located between the road and canal are hereby subjected to easements for the following: (a) construction of an elevated walkway, dock or pier in accordance with, and subject to the permitting limitations of Article X, Section 24 in the canal lying west of the Lot of each of the Owners of Lots 39 through 42 and (b) access across, installation of utilities under, and exclusive (subject to the conservation easement) use and possession of, that part of the Common Area located between the road and the canal. Any portion of the canal dedicated to the Association is subjected to easements for construction, maintenance, repair and replacement of any elevated walkway, dock or pier within the canal lying west of the representative Lots. The easement as to a particular Owner of Lot 39 through 42 shall be delineated by the westerly extension in a straight line of the Owner's Lot lines. An Owner seeking permits and approvals from governmental authorities to construct an elevated walkway, dock or pier shall notify the Association in writing when that Owner receives all applicable permits and approvals necessary to begin construction of an elevated walkway, dock or pier and shall be, from the earlier of the date of written notice

or commencement of construction, solely responsible for maintenance of the area lying within that Owner's easement area in accordance with the provisions of this Declaration, including specifically Article X, Section 28, and said Owner's Lot shall be subject to a lien and Special Assessment as provided in Article X, Section 28 for the cost of maintenance of the Common Area until the earlier of such time as a Lot Owner notifies the Association in writing that it has received all necessary permits and approvals to begin construction or construction commences. Nothing herein shall constitute a representation or guarantee by the Association that any Owner of Lots 39 through 42 can or will be able to obtain permits to construct an elevated walkway, dock or pier from governmental authorities having jurisdiction over such matters.

## **ARTICLE III**

### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Members. Every Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 2. Voting Rights. The Owners of record of each Lot shall be entitled to vote in the affairs of the Association on the basis of one 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. In no event shall more than one vote be cast in respect to any Lot. Members shall be entitled to elect a Board of Directors for the Association.

## **ARTICLE IV**

### **COVENANT FOR MAINTENANCE OF SURFACE WATER FACILITIES**

Section 1. Creation of Obligation. The Association shall, at all times, maintain the Common Area in a presentable manner which promotes the health and welfare of the Owners. The Association hereby assumes responsibility for maintenance of the walls, landscaping, drainage facilities and appurtenant structures now or hereafter located on Property within the Common Area and designated easements on Lots.

Section 2. Surface Water or Storm Water Management System.

The Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or storm water management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

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

Section 3. Conservation Easements on Lots. Lots 39 and 40, Lots 84 and 85 and Lots 90 through 96, are subject to Conservation Easements in favor of the St. Johns River

Water Management District. Those portions of Lots 39 and 40, Lots 84 and 85 and Lots 90 through 96, which are shown as conservation easements have been set aside as a permanent vegetative buffer (“Buffer”). This buffer is a part of the wetland preservation area in accordance with the permit issued by the St. Johns River Water Management District. Activities which are prohibited within this Buffer, include, but are not limited to, filling or excavation, planting, sodding or removing vegetation, irrigation, or fences. However, elevated walkways can be constructed across the buffer on adjoining Lots if done pursuant to plans and construction techniques approved by the St. Johns River Water Management District, the U.S. Army Corps of Engineers and any other governmental agency having authority and/or jurisdiction over conservation easements or submerged or tidal lands. A complete list of restrictions is included in the Conservation Easement.

Except as specifically provided herein, no alteration of the Buffer shall be permitted without prior written authorization from the Association, the St. Johns River Water Management District, and the U.S. Army Corps of Engineers. Any damage to the Buffer, whether caused by natural or human induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Buffer is located.

Section 4. Conservation Easements on Common Areas. The Association has assumed those certain rights and obligations of Intervest Construction of Jax, Inc., as Grantor, in that certain Deed of Conservation Easement, recorded in Book 8700, pages 1136 to 1154, of the current public records of Duval County, Florida. Said Deed of Conservation Easement was granted to the St. Johns River Water Management District

and the U.S. Army Corps of Engineers pursuant to Section 704.06, Florida Statutes, over, under and upon all of the lands shown on the BROADWATER Plat which lie outside of the Lots, provided, however, the Association specifically reserves the right for itself and its successors in title to maintain existing canals and the right, but not the obligation, to construct and maintain elevated walkways, docks and bulkhead seawalls within that portion of the conservation easement located on Tract D and Tract F subject to approval by and securing proper permits from the appropriate governmental agencies. The construction of such walkways, docks or bulkheads is strictly within the discretion of the Association and nothing herein shall be deemed to be a representation by the Association that it will construct any such walkways or docks.

## **ARTICLE V**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligation for Assessments. Each Owner hereby covenants and agrees to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be assessed and collected as hereinafter provided. The Annual and Special assessments, together with any interest due as hereinafter provided, any late penalty, and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made, and the personal obligation of the Owner of such Lot (jointly and severally if more than one party).

Section 2. Purpose of assessments. The assessments levied by the Association shall be used for such purposes as may be determined by the Association, including

promotion of the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Area. Without limiting the generality of the foregoing, the Association shall have the obligation to maintain any common recreational facilities, to maintain any entrance feature, including, but not limited to, the masonry walls which may be located at each entrance, the entrance signs, electronic security gates, if applicable, landscaping, entrance irrigation, electricity, pumps and maintenance of sodded areas and berms, Tracts C through I, inclusive (common areas) as set forth on the Plat of the BROADWATER SUBDIVISION, recorded concurrently herewith in the Public Records of Duval County, Florida and any other similar maintenance responsibilities called for in subsequent plats of lands annexed into this Declaration under the terms hereof, in the manner required by any and all governmental authorities having jurisdiction, including, but not limited to, all storm water maintenance requirements of the St. Johns River Water Management District.

Section 3. Annual Assessments. Annual assessments shall be levied for each year commencing January 1 and ending the succeeding December 31. The Board of Directors of the Association shall fix the Annual assessment on or before November 30 of each year, and shall determine whether such annual assessment shall be payable in one or more installments. An increase in the assessments in excess of 25% over the previous year's assessments shall require approval by a majority of the total votes eligible to be cast. Written notice of the Annual assessments for each Lot and the due date(s) therefore shall be mailed to the Owner of such Lot at the address shown on the rolls of the Association. Annual assessments shall be due and payable to the Association on the date(s) specified in such notice.

Section 4. Special Assessments. In addition to the Annual assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a Special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, replacement or maintenance of any capital improvements on the Property which are the responsibility or obligation of the Association. Such Special assessments shall be due and payable at such times, and in such installments, as the Board of Directors may determine. Special assessments must be affirmed by two-thirds (2/3) of the total votes eligible to be cast prior to such Special assessment becoming collectable.

Section 5. Uniform Rate of Assessment. Annual and Special assessments shall be fixed at a uniform rate for all Lots.

Section 6. Liability for Payment of Assessments. Liability for payment of all Annual and Special Assessments provided for herein shall commence immediately upon conveyance of a Lot from an Owner. Upon the purchase of a Lot from a Seller, the Buyer, shall, at the closing of such purchase, pay to the Association the annual assessment for such Lot, prorated if such closing takes place during an assessment year.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any Annual or Special assessment not paid within 15 days after the due date shall bear interest from the due date at the highest rate allowed by law. A late charge of Twenty-Five Dollars (\$25.00) per assessment shall also be due if payment of the assessment is not received within fifteen (15) days after the due date. The Association may bring an action at law against an Owner to enforce payment of any assessment, or may foreclose the lien of such assessment as provided herein against the Lot upon which such assessment was

levied. No Owner may avoid liability for assessments levied hereunder by nonuse of the Common Area, failure to take possession of such Owner's Lot, abandonment of his Lot, or for any other reason.

Section 8. Subordination of Assessment Lien to Certain Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any Institutional First Mortgage on any Lot unless the Association's claim of lien is recorded prior to the recording of such mortgage. Sale or transfer of any Lot shall not affect the validity, priority or enforceability of an assessment lien on such Lot.

## **ARTICLE VI**

### **OPERATING EXPENSES OF THE ASSOCIATION**

Section 1. Administrative and Operating Expenses. The costs of administration of the Association and the performance of its functions and duties hereunder shall be considered operating expenses. In addition, the Association may retain a management company or contractors to assist in the operation of the Property and the performance of the obligations of the Association. The cost of any management company or contractors so retained shall be deemed to be part of the operating expenses of the Association.

Section 2. Insurance. Premiums on insurance policies which the Association in its discretion determines to obtain shall also be operating expenses of the Association. Insurance which the Association may obtain from time to time may include the following:

- (a) Property insurance for improvements in the Common Area in such

amounts as may be determined by the Association, covering loss or damage by fire and other hazards covered by standard extended coverage endorsement.

(b) Comprehensive public liability insurance insuring against claims or demands made by any person or persons for injuries received in connection with, or arising from, the operation, maintenance and use of the Property and any improvements thereon, with limits not less than FIVE HUNDRED THOUSAND AND NO/100 THS DOLLARS (\$ 500,000.00) for personal injury and not less than FIVE HUNDRED THOUSAND AND NO/100 THS DOLLARS (\$ 500,000.00) for property damage.

(c) Without limiting applicable general law, the Association shall indemnify every officer and director against any and all expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon on any such officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors), to which they are made a party by reason of being or having been such officer or director, whether or not said individual still holds such capacity at the time such claim is made or expenses incurred. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to a mistake of judgment, or any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer or director harmless ( including attorney's fees and court costs) from and against any and all liability to others and any and all costs and attorney fees incurred on account of any such mistake of judgment, contract or commitment, whether or not said

individual is still in such capacity at the time such claim is made or expenses incurred. Any right to indemnification provided for herein shall not be exclusive of any other right of indemnification to which any officer or director or former officer or director may be entitled by common law, statute or otherwise. The Association may, at the discretion of the Board of Directors, as an operating expense, maintain adequate insurance for this purpose. Notwithstanding anything contained herein to the contrary, in instances where an officer or director admits, or is adjudged guilty of, willful malfeasance in the performance of his or her duties, the indemnification provisions contained herein shall not apply. In suits where willful malfeasance is alleged as a cause of action and the suit is proposed to be settled, the indemnification provisions set forth herein shall not be automatic and shall apply only when the Board of Directors approves their application to the settlement.

(d) Such other types of insurances with such coverages as the Association may determine are necessary or beneficial for the protection of the Association or Common Area and any improvements thereon.

## **ARTICLE VII**

### **BY LAWS, COVENANTS AND RESTRICTIONS COMMITTEE (“BCRC”)**

Section 1. The By Laws, Covenants and Restrictions Committee shall be composed of three Owners appointed by the Board of Directors. The BOD shall appoint one member of the BOD to serve as a liaison to the committee. The initial terms of appointment to the “BCRC” shall be one (1) member to serve one (1) year, one (1) member to serve two (2) years, and one (1) member to serve three (3) years. Upon

expiration of the term of each appointee, the succeeding appointee shall serve three (3) years. No member shall serve more than two (2) consecutive terms. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the “BCRC”, the BOD shall appoint a successor member who shall serve for the duration of the unexpired term. A Committee member may be removed by a vote of the majority of the Board of Directors.

Section 2. The primary duty of the “BCRC” shall be to review and recommend amendments to the by laws, covenants and restrictions as may be brought to the BCRC by the BOD and/or any individual homeowner.

## **ARTICLE VIII**

### **FINANCE COMMITTEE (“FC”)**

Section 1. The Finance Committee shall be composed of three Owners appointed by the Board of Directors. One member of the “FC” shall be the treasurer of the BOD and the other two members shall be members of the Association. Initial terms of appointments to the “FC” shall be one (1) member to serve one (1) year and one (1) member to serve two (2) years. Upon expiration of the term of each appointee, the succeeding appointee shall serve two (2) years. No member shall serve more than two (2) consecutive terms. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the “FC”, the BOD shall appoint a successor member who shall serve for the duration of the unexpired term. A Committee member may be removed by a vote of the majority of the Board of Directors.

Section 2. The rules of procedure and duties of the “FC” shall be prescribed by the BOD. The primary duty of the “FC” shall be (a) prepare the proposed annual budget and (b) prepare the annual financial statement. In addition, the BOD may from time to time assign to the “FC” any other function which it deems falls in the area of Financial Administration of the Association.

## **ARTICLE IX**

### **ARCHITECTURAL REVIEW COMMITTEE (“ARC”)**

Section 1. Creation of ARC. The ARC shall be composed of not less than three (3) and not more than five (5) Owners, appointed by the Board of Directors. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Board of Directors shall appoint a successor member who shall serve for the duration of the unexpired term. A Committee member may be removed by a vote of the majority of the BOD. The membership, rules of procedure and duties of the ARC shall be prescribed by and, from time to time, amended or modified by the Board of Directors of the Association.

Section 2. Review of Proposed Construction Plans by ARC. No Structure shall be erected, placed upon, altered, or permitted to remain on any Lot unless and until the Owner of such Lot has submitted to the ARC an application (hereinafter referred to as an “Application”) for approval, together with two sets of construction plans, exterior specifications, site plan, drainage plan, irrigation and landscaping plan, and such other information as the ARC may require, and such Application has been approved by the ARC. For purposes hereof, no Application shall be deemed submitted to the ARC unless a written receipt therefor has been signed by a member of the ARC. The ARC shall

review the Application and other materials submitted with respect to (i) the quality of workmanship and materials to be used in such construction, (ii) the harmony of the external design and location of the proposed Structure with respect to existing structures with the Property, ( iii) the location of the proposed structure with respect to topography, vegetation and the finished grade elevation of the Lot, (iv) the proposed drainage and landscaping plan for the Lot, (v) consistency of such Structure with the provisions of this Declaration and (vi) any other relevant considerations, including aesthetic factors.

Section 3. The ARC shall respond in writing to all Applications and shall mail or deliver a copy of such response upon the applicant, either approving the application or specifying the reasons for any disapproval. If the ARC fails or refuses to take action on an application within forty-five (45) days after a complete Application is properly submitted (written acknowledgement of receipt is required), then such Application shall be deemed to have been approved by the ARC, and no further action of the ARC shall be required for the approval thereof. Decisions of the ARC may be appealed in writing to the Board of Directors within ten (10) days after delivery of the ARC's decision to the Applicant. If the Applicant fails to file an appeal within said the (10) day period, the decision of the ARC shall be final. In the event of an appeal, the Board of Directors shall take action on such appeal and either approve or disapprove in writing the decision of the ARC within thirty (30) days after receipt of the appeal. The Board of Directors shall deliver a copy of its decision to the applicant and the ARC. If the Board of Directors overturns the decision of the ARC, then the decision of the Board of Directors shall be final.

## **ARTICLE X**

### **ARCHITECTURE AND BUILDING STANDARDS**

Guidelines (attached) to be used by the ARC in reviewing Applications (attached) include, but are not limited to, the following:

Section 1. Dwelling Height and Setback Requirements. Residences shall not exceed thirty-five (35) feet in height. Unless otherwise specifically approved by the ARC in writing, no tool shed, storage room or other detached structure may be constructed on any Lot without the express written consent of the ARC. Minimum building set back requirements for the Lots are specified as follows:

Front Setback: 20 feet

Side Setback: 5 feet minimum one side and total combined both sides of 15 feet

Side Corner Setback: 20 feet

Rear Setback: 10 feet

Section 2. Building Quality and Materials. The ARC shall have final approval of exterior building materials for all Structures. Exposed concrete block shall not be permitted on the exterior of any residence. The ARC shall not permit the use of imitation stone or imitation brick for the exterior of the residences and other Structures, and shall permit the use of exterior materials such as stucco, brick or stone, wood or an appropriate combination of the foregoing. Plywood and Masonite siding is prohibited on the exterior of any Structure without prior approval of the ARC.

Section 3. Exterior Trim and Color Plan. The ARC shall have final approval of exterior color plans for all Structures, and each Owner shall submit to the ARC along with such Owner's Application a color scheme, showing the proposed color of the roof, exterior walls, shutters and trim of such Structure. No Owner shall install any additional shutters, awnings, exterior trim or any exterior ornamentation or decorations of any kind without the prior written approval of the ARC.

Section 4. Roofs. Flat roofs shall not be permitted on the main body of any Structure unless specifically approved in writing by the ARC. The ARC shall have discretion to permit flat roofs on Florida rooms, porches and patios, and on the main body of a home if such roof is modern or contemporary in design and the overall look is harmonious with other approved homes. The composition of all pitched roofs shall be either concrete tile or a dimensional fiberglass shingle creating an architectural detail of a type, style and color specifically approved by the ARC.

Section 5. Garages. All residences shall be constructed with an attached garage for two (2) or more cars with a minimum sixteen (16) foot wide garage door. Unless otherwise approved by the ARC, all garage doors must be maintained in a usable condition. If garage doors face the side or rear of the Lot, then windows must be installed on the front garage elevation. All garage doors shall be constructed of wood, metal or Masonite. No corrugated metal or corrugated translucent fiberglass style garage doors shall be permitted. Garage doors may not be removed or altered. Garage doors shall be maintained in a closed position when the garage is not in use.

Section 6. Driveways. No driveway, roadway or parking area shall be constructed, maintained, altered or permitted to exist on any Lot except as approved by the ARC. The location, size and shape of all driveways shall be approved by the ARC, and all driveways shall be installed in such a manner as to minimize the removal of trees from any Lot. Unless prior written approval is obtained from the ARC, all driveways shall be constructed of gray concrete. No driveways or sidewalks are permitted to be painted or topped unless specifically approved by the ARC.

Section 7. Swimming Pools. Any swimming pool to be constructed on any Lot shall be subject to the following requirements, as well as such additional requirements the ARC may from time to time specify: (a) Composition of the pool shall be of material thoroughly tested and accepted by the industry for such construction, (b) The pool shall be constructed behind or on the side of the residence on any Lot, and the outside edge of any pool wall may not be closer than eight (8) feet to the rear or side property lines, and the pool shall be screened from view from the front of the residence, (c) Unless specifically approved in writing by the ARC, the screen enclosure framework for every pool shall be of a bronze or white color to match the adjoining house window frames and the screening material shall be of bronze color, (d) the screen enclosure may not be located any closer to the rear and side property line than five feet, (e) No above ground pool shall be permitted, (f) all pool equipment shall be screened from view from the front of the residence.

Section 8. Fencing, Walls, Gates and Hedges. No wall, fence or hedge shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type of materials, and location thereof have been approved in writing by the ARC. No fences are allowed in the front of any Lot or in the conservation easements. No structures, fences, hedges, trees or other objects which might interfere with the upkeep and maintenance or view of the lake, canal or interfere with the natural drainage of the Property shall be installed by any Owner, unless specifically approved by ARC. Each Lot Owner that installs a fence shall also be responsible for the maintenance and upkeep of that fence unless otherwise approved in advance by ARC. If any Owner fails to properly maintain his fence, the Association shall, after proper notice, have the power but not the obligation to enter on to any Lot for the purpose of maintaining, repairing or replacing any fences not properly maintained by the Owner. The Association shall have the power to place a lien on said Lot for the cost incurred by it to maintain, repair or replace the fence. No chain link or stockade wooden fencing will be permitted within the

BROADWATER SUBDIVISION.

Section 9. Air Conditioning Units. No window air conditioning units shall be permitted.

Section 10. Jalousie Windows. No jalousie or similar windows shall be permitted in any Structure.

Section 11. Mailboxes. No mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be installed on any Lot unless and until the size, location, design and type of material for said receptacle has been approved by the ARC.

Section 12. Landscaping. A landscape and irrigation plan for each residence shall be submitted to the ARC along with such Owner's Application for such residence. No major changes shall be made to the landscape plan for any Lot until such changes have received the prior written approval of the ARC. In reviewing landscape plans, the ARC shall take into consideration the natural landscaping of the Lot, such as trees, shrubs and palmettos, and shall encourage the Owner to incorporate the same into the landscape plan. No fence, wall, hedge or shrubbery may exceed two feet in height on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines. No trees shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Sodding with floratam sod will be required on all disturbed areas of front, side and rear yards on any Lot. Each residence shall have shrubs along the front elevations as well as a minimum of 15' on both sides of the structure. The ARC reserves the right to mandate the type of sod used within BROADWATER.

Section 13. Exterior Lighting. The ARC shall review all exterior lighting plans in order to assure that said lighting does not unreasonably interfere with the use or enjoyment of other Lots.

Section 14. Repair and Maintenance. It is the obligation of all Owners to maintain their Lots and the structures located on said Lots in good and clean condition and repair. If any vacant Lot or structure is not maintained in such condition (including but not limited to exterior painting, landscaping and sod and trash removal), the ARC may give the Owner of said Lot written notice of his failure to provide the necessary

repair and maintenance, specifying the deficiencies therein. If appropriate repair or maintenance is not performed by such Owner within fifteen (15) days after the giving of such notice, then the ARC shall have the power but not the obligation to enter upon such Lot, and make the necessary repairs, and bill the Owner for the costs incurred. Said Owner shall be personally liable for the reimbursement of such costs, and the amount thereof together with interest thereon at the highest rate allowed by law commencing five (5) days after billing shall become a lien against such Owner's Lot. If such costs are not paid within thirty (30) days of billing, the ARC may collect the same, along with the costs of such action, by an action at law against the Owner personally, or by foreclosing upon the lien accorded herein.

Section 15. Subsequent Modifications or Changes. These guidelines may be amended by the ARC, so long as said changes do not materially alter the character, nature or general scheme of the property. Written notice of said modification of these guidelines shall be distributed to all Owners.

Section 16. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional or other office use of any portion of any Lot. This restriction is not meant to preclude a home Owner from having an office in his residence if otherwise permitted by the land development regulations of City of Jacksonville. There shall be no more than one residential dwelling house per Lot. No Owner may subdivide any Lot.

Section 17. Sidewalks. There shall be no sidewalks constructed on any Lot unless required by the City of Jacksonville or any other governmental agency or other municipal agency with jurisdiction over the property.

Section 18. Parking Restrictions. No commercial truck, boat, trailer, house trailer, mobile home, camper, recreational vehicle, or any other vehicle shall be parked on any street right of way within BROADWATER between 12:00 midnight and 6:00 A.M. on any day.

Section 18.a. The parking of any motorized vehicle or trailer on any portion of the Common Area within Broadwater is prohibited at any time and for any duration.

Section 19. Storage Restrictions. No boat, trailer, house trailer, mobile home, camper, or other vehicle (except passenger automobiles and trucks under  $\frac{3}{4}$  ton without commercial lettering) shall be stored for more than seven (7) consecutive days on any Lot except in an enclosed garage. No automobile, truck, or commercial vehicle which contains any form of lettering or advertising thereon, or which is identified with a business or commercial activity, shall be stored or otherwise permitted to remain on any Lot, except in a closed garage or an enclosed fenced area which blocks view of the vehicle from the street.

Section 20. Livestock and Animal Restrictions. No livestock, poultry or other animals of any kind shall be raised, bred or kept on any Lot; provided, however, that dogs, cats and other common domesticated household pets, exclusive of "pot bellied" pigs or similar breeds of pigs, may be kept, provided the same are not kept, bred or maintained for any commercial purposes. Dogs, cats or other permitted pets shall be kept inside the house, on a leash or within a fenced area on a Lot. Owners, tenants or guests who walk their pets must use a leash and clean up any defecation made by their pets on any property owned by the Association or another Owner.

Section 21. Dumping; Incineration. No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage or other waste material. All Lots shall be kept free of the accumulation of rubbish, trash, garbage, waste materials and all unsightly weeds and underbrush. Except during construction no commercial “type” incinerators or other equipment shall be used or placed on any Lot for the collection, storage or disposal of waste materials except for approved residential “type” trash containers which shall be kept in sanitary condition and kept within enclosures approved by the ARC. Such enclosures shall provide that the containers shall not be visible from the street. There shall be no burning of trash or any other materials except in incinerators approved by the ARC. No trash, yard waste, debris, or other such waste materials shall be dumped into or placed on the common areas, wetland areas, or conservation easements.

Section 22. Clotheslines. Clotheslines shall be located in the rear yard screened from the view from any street and from the first floor of any adjacent home.

Section 23. Retention Areas and Drainage Easements. No additions or change shall be made to the slopes of any retention areas or to any drainage easements within BROADWATER without prior written approval of the ARC, and or the Board of Directors. The ARC shall not approve any fences or structures which obstruct an adjacent Owner’s view or enjoyment of any retention area. No owner shall install or cause to be installed any retaining wall or similar structure abutting any retention areas, or within any drainage easements without the prior written approval of the ARC.

Section 24. Elevated Walkways, Boat Docks and Seawalls. Any docks or elevated walkways that are subject to the Deed of Conservation Easement will be a minimum of 5.0 feet above the existing grade or mean high water (whichever is higher) in order to prevent detrimental shading of any wetland vegetation. Any docks subject to the Deed of Conservation Easement must have a terminal platform that is no larger than 150 square feet, and access pier no wider than 4.0 feet. No construction of any such docks or elevated walkways or seawalls will be permitted without the prior approval of the Association and any governmental authority having jurisdiction over conservation easements or submerged or tidal lands. Any such docks or elevated walkways, or seawalls shall be constructed of materials approved by the ARC.

Section 24.a. Any docks that are built along the canal behind Marsh View Drive are exempt from the Covenants and Restrictions.

Section 25. Berms, Swales and Natural Vegetation Areas. No Owners shall remove, destroy or in any way impair any berm or swale or drainage system or areas designated on the plat as Conservation Easements which is located upon or within such Owner's Lot. Owners shall maintain in good and clean condition all grass areas located between the front property line of the Lot and the paved surface of the road. The Association shall have the right to enter any Lot in order to maintain any drainage system. The Owner will be liable for any damage caused to said drainage system resulting from the negligence or intentional act(s) of Owner.

Section 26. Vehicles and Repair. Motorcycles, mopeds and other motorized two or three wheel vehicles shall not be operated over or across any common areas within BROADWATER. Inoperative cars, trucks, trailers, vehicles without current tags, or any

other such vehicles shall not be permitted to remain on any Lot or roadway within the Property for a period in excess of seven (7) consecutive days except within an enclosed garage. There shall be no major repair performed on any motor vehicle within the Property except in an enclosed garage.

Section 27. Antenna Restrictions. No Owner shall install or maintain on any Lot any television or radio antennas, masts, aerials, satellite dishes, other than a satellite dish no larger than one meter (39 inches) in diameter and approved, in advance, by the ARC, nor install towers for the purpose of audio or visual reception or transmission unless said antennas are located within the enclosed portion of the Structure.

Section 28. Insect and Fire Control, and Yard Maintenance. In order to implement effective insect, reptile and fire control, the Association and its authorized agents, employees and contractors, shall have the right, but not the duty, to enter upon any Lot, with tractors or other equipment for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth. Such entrance shall not be deemed a trespass, but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon any Lot to remove any trash which has collected on such Lot or mow an unkempt yard without being deemed a trespass. The provisions in this section shall not be construed as an obligation on the part of the Association to mow, clear, cut or otherwise prune any Lot, nor to provide garbage or trash removal services. The costs incurred by the Association shall become a Special Assessment against the subject Lot, and shall in every respect constitute a lien on the Lot as would any other Special Assessment.

Section 29. Signs. Except as hereinafter set forth, no commercial signs shall be installed or maintained on any lot except as may be required by statute, regulation or judicial decree. The Association shall have the right to restrict the size, color and content of any signs. No “For Sale” signs of any kind shall be displayed on any lot except signs for the purpose of advertising the house and lot for sale, one in front of the house and one, if appropriate, in the rear. All “For Sale” signs shall not exceed in size the standard realty company signage.

Section 30. Ornamental Statuary. No large or major ornamental statuary, of a height greater than 24 inches from the ground, will be permitted on any Lot which can be seen from the street or the first floor of any home on any other Lot. An ornamental statuary with a height from the ground greater than 24 inches, to be placed in the rear of a home but visible from other homes, must be approved by the ARC. ARC approval shall not be unreasonably withheld.

Section 31. Window Coverings. No reflective foil or other reflective film material shall be permitted on the glass of any windows, except for smoke or bronze colored film or glass.

Section 32. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license and easement to enter into any Lot at reasonable hours, upon reasonable notice to the Owner.

Section 33. Tree Removal Restrictions. Trees situated on any Lot between building setback lines and the property lines having a diameter of six (6) inches or more at a level of two (2) feet above ground level shall not be removed without prior written

approval of the ARC. All requests for tree removal shall be submitted in writing to the ARC along with a plan showing the location of such tree(s) and specifying the reason for such removal. Any Owner violating the provisions of this Section will be required to replace any trees removed or harmed with trees of a like kind, size and condition within thirty (30) days after written demand by the ARC. If the Owner fails or refuses to replace the tree(s) as demanded, the ARC may cause suitable replacements to be planted and the cost thereof shall become a lien against such Owner's Lot. The Owner grants to the ARC, its agents, employees and assigns an easement for ingress or egress over and across said Owner's Lot to enable the Association to comply with this Section.

Section 34. Games and Play Structures. Free standing portable basketball structures shall be permitted, but no fixed basketball structures shall be permitted. Basketball structures are not permitted in the streets and shall not encroach easements, sidewalks or streets. Basketball shall not be played before 8 A.M. or thirty (30) minutes after sunset. Basketball goals and nets must be properly maintained and in good condition (i.e. no torn nets, no goals without nets, no rusty equipment shall be permitted). Basketball structures will have to be approved in advance by the ARC. ARC approval shall not be unreasonably withheld.

Play structures (including but not limited to swings, slides, tree houses, forts and other such structures) should be of wood construction and approved by the ARC. Play structures shall not be permitted in the front of residences.

The term "play structures" does not apply to games, bikes, tricycles, balls, sports equipment, battery operated cars, and other such items. Play equipment such as bikes,

tricycles, balls, sports equipment, battery-operated cars, and other such items shall not be stored in front of the residence.

Section 35. Utility Connections. Connections for all utilities, including, but not limited to water, sewer, electricity, gas, telephone, television and private wells and irrigation systems shall be installed underground in a manner acceptable to the applicable utility authority and the ARC. All private wells shall be located a minimum of five (5) feet within the Lot, and shall use either a submersible pump or an above ground pump located within the garage or in an approved structure or screened from view through the use of landscaping. The Owner of each Lot shall be responsible for and shall pay when due the costs of installation and maintenance of all underground utility systems for his Lot.

Section 36. Easements. Easements shall be established for the installation, construction, maintenance and repair of the Common Areas, utility facilities, communication facilities, and other similar services within the property. Such easements may be established by one or more of the following methods:

- (a) By a specific designation of an easement on a recorded Plat;
- (b) By a reservation or specific statement providing for such easement in the Deed of Conveyance of a given Lot;
- (c) By specific reference in these Covenants and Restrictions or any amendment or supplement hereto.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right, but not the responsibility, to enforce all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. The Association shall have the right to impose reasonable fines upon, and collect costs incurred with the enforcement of such fines, from Owners who violate the provisions of this Declaration. Such fines shall become liens on the Owner's property if not paid by the Owner. Failure by the Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or storm water management system.

Section 2. Enforcement and Attorneys' Fees. Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his or its attorney, including attorney's fees for appeals from lower court judgments. The Homeowners' Association shall have the power to undertake such enforcement action, in addition to any Lot Owner. Without the formal authorization of the Board of Directors of the Homeowners' Association, no

individual member of the BOD shall incur costs to the Association for the enforcement of the Covenants and Restrictions detailed in this Declaration.

Section 3. Severability. Invalidation of any one of these covenants and restrictions by judgment of court order shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless and until terminated by a written termination agreement signed by the Owners of not less than seventy-five percent (75%) of the Lots subject to this Declaration, and is recorded against the Property in the Public Records of Duval County, Florida.

Section 5. Amendment. The Association hereby reserves the right to amend, modify, waive or rescind whatever parts of this Declaration as it, in its sole discretion, may deem necessary or desirable, so long as such amendment or modification does not substantially change the character, nature or general scheme of development of the Property. Any said change or modification made by the Association shall not in any way waive the Association's right to enforce this Declaration as written. This Declaration may be amended by a written amendment signed by the Owners of not less than two-thirds (2/3) of the Lots subject to this Declaration, and recorded against the Property in the Public Records of Duval County, Florida, so long as such amendment or modification does not substantially change the character, nature or general scheme of development of the Property.

Section 6. Notices. Any notice provided for in this Declaration shall be given in person or by U.S. Postal Service (mail) with postage prepaid, addressed appropriately to an Owner or the Association at the address shown for such party on the rolls of the Association. Notices shall be deemed to have been given when delivered in the case of personal delivery and three (3) days after mailing when mailed in compliance with the requirements of this section.

IN WITNESS WHEREOF, the Association has hereunto set its hand and seal the day and year first above written.

WITNESSES: Broadwater of Jacksonville Homeowners' Association,  
a Florida not for profit Corporation

\_\_\_\_\_  
\_\_\_\_\_  
By:\_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_, \_\_\_\_\_ of Broadwater of Jacksonville Homeowners' Association, Inc., a Florida not for profit Corporation, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

## EXHIBIT A

### LEGAL DESCRIPTION

A PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 29 EAST, AND SECTION 6, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT 154, ISLE OF PALMS UNIT 8, AS RECORDED IN PLAT BOOK 32, PAGE 26 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; RUN THENCE SOUTH 02° 35' 21" EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF EUNICE ROAD, (A 60 FOOT RIGHT OF WAY), A DISTANCE OF 60.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MARSHVIEW DRIVE, AS RECORDED IN OFFICIAL RECORDS VOLUME 2911, PAGE 803 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TO THE POINT OF BEGINNING.

RUN THENCE NORTH 87° 43' 10" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID MARSHVIEW DRIVE, A DISTANCE OF 701.25 FEET; THENCE NORTH 04° 09' 09" WEST ALONG THE EASTERLY LINE OF THOSE LAND DESCRIBED IN OFFICIAL RECORDS VOLUME 5490 PAGE 724 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A DISTANCE OF 257.92 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID ISLE OF PALMS UNIT 8, AS RECORDED IN PLAT BOOK 32, PAGE 26 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE NORTH 87° 47' 33" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 1014.88 FEET; THENCE SOUTH 66° 10' 46" EAST, A DISTANCE OF 359.31 FEET; THENCE SOUTH 02° 52' 14" WEST, A DISTANCE OF 37.36 FEET TO THE NORHT LINE OF SAID SECTION 6, TOWNSHIP 3 SOUTH, RANGE 29 EAST; RUN THENCE NORTH 86° 56' 58" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 958.25 FEET TO THE EASTERLY LINE OF GOVERNMENT LOT 1, OF SAID SECTION 6, TOWNSHIP 3 SOUTH, RANGE 29 EAST, RUN THENCE SOUTH 01° 14' 59" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1923.15 FEET; THENCE SOUTH 63° 09' 14" WEST, A DISTANCE OF 1598.63 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 6861, PAGE 186 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE NORTH 02° 35' 21" WEST ALONG SAID EAST LINE, A DISTANCE OF 387.84 FEET; THENCE SOUTH 87° 35' 39" WEST ALONG THE NORTH LINE OF SAID LANDS IN SAID OFFICIAL RECORDS VOLUME 6861, PAGE 186, A DISTANCE OF 530.00 FEET; THENCE SOUTH 82° 23' 54" WEST, A DISTANCE OF 110.42 FEET TO THE NORTHEAST CORNER OF THE PLAT OF ISLE OF PALMS SOUTH UNIT 6 AS RECORDED IN PLAT BOOK 35, PAGE 100 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; RUN THENCE SOUTH 87° 35' 39" WEST, ALONG THE NORTH LINE OF SAID ISLE OF PALMS SOUTH

UNIT 6, A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF ISLE OF PALMS SOUTH UNIT 5 AS RECORDED IN PLAT BOOK 35, PAGE 72 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; RUN THENCE ALONG THE EAST LINE OF SAID ISLE OF PALMS SOUTH UNIT 5 THE FOLLOWING 11 COURSES: NORTH 02° 35' 21" WEST, A DISTANCE OF 156.67 FEET; THENCE NORTH 87° 35' 39" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 02° 35' 21" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 87° 35' 39" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 02° 35' 21" WEST, A DISTANCE OF 371.61 FEET; THENCE NORTH 30° 43' 36" WEST, A DISTANCE OF 63.61 FEET; THENCE NORTH 87° 35' 39" EAST, A DISTANCE OF 130.00 FEET; THENCE NORTH 02° 35' 21" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 87° 35' 39" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 02° 35' 21" WEST, A DISTANCE OF 158.32 FEET; THENCE NORTH 23° 46' 58" EAST, A DISTANCE OF 138.53 FEET TO THE SOUTHERN MOST CORNER OF THE PLAT OF ISLE OF PALMS SOUTH UNIT 7, AS RECORDED IN PLAT BOOK 36, PAGE 35 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; RUN THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID ISLE OF PALMS SOUTH UNIT 7, THE FOLLOWING 8 COURSES: NORTH 57° 05' 39" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 32° 54' 21" WEST, A DISTANCE OF 58.85 FEET; THENCE NORTH 58° 54' 21" WEST, A DISTANCE OF 21.29 FEET; THENCE NORTH 22° 42' 39" EAST, A DISTANCE OF 215.50 FEET; THENCE NORTH 18° 28' 58" WEST, A DISTANCE OF 248.33 FEET; THENCE NORTH 02° 35' 21" WEST, A DISTANCE OF 143.26 FEET; THENCE NORTH 05° 42' 36" WEST, A DISTANCE OF 273.63 FEET; THENCE SOUTH 87° 35' 39" WEST, A DISTANCE OF 615.10 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4114, PAGE 1102 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; RUN THENCE NORTH 02° 35' 21" WEST, A DISTANCE OF 110.21 FEET; THENCE SOUTH 87° 35' 39" WEST, A DISTANCE OF 89.88 FEET; THENCE NORTH 02° 35' 21" WEST, ALONG THE EASTERLY LINE OF EUNICE ROAD, A DISTANCE OF 135.08 FEET TO THE POINT OF BEGINNING.

**LESS AND EXCEPT:**

A PORTION OF THOSE LANDS AS DESCRIBED IN THE OFFICIAL RECORDS VOLUME 2911, PAGE 805 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING WITHIN THE DESCRIBED PROPERTY, AND THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 4570, PAGE 69 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY. LESS AND EXCEPT, THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 7369, PAGE 150 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND LESS AND EXCEPT ANY PORTION OF MARSH VIEW DRIVE AS RECORDED IN OFFICIAL RECORDS VOLUME 2911, PAGE 803 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

A part of Government Lot 8, Section 31, Township 2 South, Range 29 East, Duval County, Florida, more particularly as follows:

For a point of reference commence at the Southwest corner of Lot 154, ISLE OF PALMS Unit No. 8 as recorded in Plat Book 32, page 26, of the current public records of Duval County, Florida; thence run North 89 degrees 06 minutes East along the Southerly line of said Lot 154 and its Easterly projection, a distance of 600 feet; thence continue North 89 degrees 06 East a distance of 100 feet; thence run North 01 degrees 14 minutes West a distance of 197.5 feet to the Southeast corner of Lot 146 of said ISLE OF PALMS Unit No. 8; thence run south 89 degrees 06 minutes West along the Southerly line of said Lot 146, said Southerly line being the centerline of the 125 foot right of way of a man made canal a distance of 100 feet; thence run South 01 degrees 14 minutes East a distance of 197.5 feet to the Point of Beginning.