

OFFICIAL RECORDS

**SPECIAL AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
DEER PARK UNIT ONE**

THIS SPECIAL AMENDMENT, is made on the date hereinafter set forth by CENTEX REAL ESTATE CORPORATION, a Nevada corporation, hereinafter referred to as "Declarant". This Special Amendment shall be binding and inure to the benefit of the Declarant and all parties claiming title to or an interest in DEER PARK UNIT ONE, according to Plat thereof recorded in Plat Book 45, Pages 47, 47A and 47B, public records of Duval County, Florida.

1. The Declaration of Covenants, Conditions and Restrictions for DEER PARK UNIT ONE, hereinafter referred to as "Declaration", as recorded in Official Records Volume 6766, beginning at Page 1367, provides for the amendment of the Declaration at Article XII, Section 5, Page 1379, in order to comply with the requirements of certain governmental entities or to cure an ambiguity or inconsistency.

2. Pursuant to said authority, the Declarant, in order to comply with the requirements of the St. Johns River Water Management District and in order to cure any ambiguity or inconsistency that could otherwise exist in the Declaration, hereby amends the Declaration as follows:

A. Article I, Definitions, Official Records Book Page 1368, is amended by adding the following after Section 10:

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.

B. Article II, Property Rights, Official Records Book Page 1370, is amended by adding the following after Section 5:

Section 6. Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

C. Article IV, Covenant for Maintenance Assessments, Section 2(b), Official Records Book Page 1371, is rewritten to read as follows:

(b) for the maintenance, improvement and operation of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements, surface and subsurface drainage systems, lakes or ponds and all associated drainage structures serving or providing drainage of the Property; all of which Declarant hereby covenants and agrees to maintain until such time as an Association is formed pursuant to Article III;

RECORD & RETURN TO:
WILLIAM DEKLE DAY
ATTORNEY AT LAW
1503 OAK STREET
JACKSONVILLE, FLA 32204

PREPARED BY:
WILLIAM DEKLE DAY
ATTORNEY AT LAW
1503 OAK STREET
JACKSONVILLE, FLA 32204

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D. Article XII, General Provisions, Section 1, Official Records Book Page 1378, is amended by adding at the end thereof the following paragraph:

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

E. Article XII, General Provisions, Section 3, Official Records Book Page 1378, is amended by adding at the end thereof the following paragraph:

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15 day of APRIL, 1990.

Signed, sealed and delivered in the presence of the following witnesses:

Robert S. Porter
[Signature]

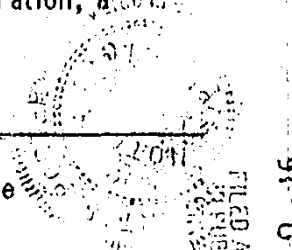
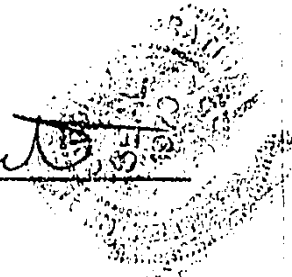
CENTEX REAL ESTATE CORPORATION
a Nevada Corporation

By [Signature]
Its Division President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of APRIL, 1990, by DOUGLAS SMITH, the DIVISION PRESIDENT of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation.

[Signature]
Notary Public
State of Florida at Large



FILED AND RECORDED
IN PUBLIC RECORDS
DUVAL COUNTY FLA

91-0038590

RECORD VERIFIED
CLERK OF CIRCUIT COURT
[Signature]

91 APR 19 PM 1:50

OFFICIAL RECORDS

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
DEER PARK UNIT ONE**

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by CENTEX REAL ESTATE CORPORATION, a Nevada corporation, hereinafter referred to as "Declarant". This Supplemental Declaration shall be binding and inure to the benefit of the Declarant and all parties claiming title to or an interest in DEER PARK UNIT TWO, according to Plat thereof recorded in Plat Book 46, Pages 65, 65A and 65B, public records of Duval County, Florida.

WHEREAS, Declarant executed a Declaration of Covenants, Conditions and Restrictions for DEER PARK UNIT ONE, hereinafter referred to as "Declaration", which is dated September 7, 1989, and recorded in Official Records Volume 6766, beginning at Page 1367; and

WHEREAS, Declarant executed a Special Amendment to Declaration of Covenants, Conditions and Restrictions for DEER PARK UNIT ONE, which is dated APRIL 15, 1991, and recorded in Official Records Volume 7093, beginning at Page 656; and

WHEREAS, Article IX, Sections 1 and 3, Page 1377-1378, of said Declaration provide in relevant part as follows:

Section 1. Declarant's Annexation. For a period up to five (5) years after the date of recording this Declaration, the Declarant shall have the right (without obligation to do so), from time to time and in its sole discretion without the consent or joinder of the Association, any Owner, or mortgagee of any Owner (unless otherwise required by the Federal Housing Administration, the Veteran's Administration, or the Federal National Mortgage Association) to annex to the Property and to include within this Declaration additional land. 2

Section 3. Supplemental Declarations. Any such additions authorized in Section 1 . . . above may be made by filing of record of one or more Supplemental Declarations with respect to the annexed property. A Supplemental Declaration shall contain a statement that the real property that is the subject of the Supplemental Declaration constitutes additional property which is to become a part of the Property subject to this Declaration. Such Supplemental Declaration shall become effective upon being recorded in the public records of Duval County, Florida.

WHEREAS, Article XII, Section 4, Page 1379, of said Declaration provides in relevant part as follows:

Section 4. FHA/VA Approval. So long as any of the Lots are encumbered by mortgages owned, held, guaranteed or insured by the Federal Housing Administration or the Veterans Administration, and so long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties. . . ; and

WHEREAS, Declarant is the owner of the following described real estate, which constitutes a plat of additional property contiguous to the property described in said Declaration:

All lots shown on Plat of DEER PARK UNIT TWO according to Plat thereof recorded in Plat Book 46, Pages 65, 65A and 65B, public records of Duval County, Florida.

RECORD & RETURN TO:
WILLIAM DEKLE DAY
ATTORNEY AT LAW
1503 OAK STREET
JACKSONVILLE, FLA 32204

PREPARED BY:
WILLIAM DEKLE DAY
ATTORNEY AT LAW
1503 OAK STREET
JACKSONVILLE, FLA 32204

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WHEREAS, the time limitation of 5 years from the date of recording of the Declaration has not been exceeded by this Supplemental Declaration; and

WHEREAS, the Department of Veterans Affairs has determined that this annexation is in accord with the general plan of development heretofore recorded as evidenced by the letter attached hereto as Exhibit A; and

NOW, THEREFORE, Declarant hereby declares that the following real property is submitted, annexed and added to said Declaration and to the property defined and described therein, and shall be transferred, held, sold, conveyed and developed subject to all the easements, covenants, restrictions, conditions and other terms and provisions of said Declaration to the same extent as though originally submitted thereto:

All lots shown on Plat of DEER PARK UNIT TWO according to Plat thereof recorded in Plat Book 46, Pages 65, 65A and 65B, public records of Duval County, Florida.

and that there is hereby added to the definition of Common Area under said Declaration the following:

No Common Area is added.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of MAY, 1991.

Signed, sealed and delivered in the presence of the following witnesses:

Robt S. Port
W. Taylor

CENTEX REAL ESTATE CORPORATION
a Nevada Corporation

By Douglas Smith
Its Division President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of MAY, 1991, by DOUGLAS SMITH, the DIVISION PRESIDENT of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation.

Robt S. Port
Notary Public
State of Florida at Large
My COMMISSION EXPIRES 7-24-92

91 MAY 10 PM 2:19

RECORD VERIFIED

Theresa
CLERK OF CIRCUIT COURT

91-0046788

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

SPECIAL AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER PARK

AND NOTICE OF FORMATION OF DEER PARK

OWNERS ASSOCIATION, INC.

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THIS SPECIAL AMENDMENT, is made on the date hereinafter set forth by CENTEX REAL ESTATE CORPORATION, a Nevada corporation, hereinafter referred to as "Declarant". This Special Amendment shall be binding and inure to the benefit of the Declarant and all parties claiming title to or an interest in DEER PARK, according to Plat thereof recorded in Plat Book 45, Pages 47, 47A and 47B public records of Duval County, Florida.

RECORD & RETURN TO:
WILLIAM DEKLE DAY
ATTORNEY AT LAW
1503 OAK STREET
JACKSONVILLE, FLA 32204

1. The Declaration of Covenants, Conditions and Restrictions for DEER PARK, hereinafter referred to as "Declaration", as recorded in Official Records Volumes 676 & 703 Pages 1367-1379 & 0654-0657, provides for the recording of a Special Amendment to the Declaration in Article III, Section I, in order to notice the formation of the DEER PARK OWNER'S ASSOCIATION, INC.

2. Pursuant to said provisions, the Declarant hereby records this Special Amendment to the Declaration as well as a copy of the Articles of Incorporation of the Association as filed with the Secretary of State for the State of Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27 day of April, 1992.

Signed, sealed and delivered in the presence of the following witnesses:

PREPARED BY:
WILLIAM DEKLE DAY
ATTORNEY AT LAW
1503 OAK STREET
JACKSONVILLE, FLA 32204

William D. Day
William D. Day (print)

Robert S. Porter
ROBERT S. PORTER (print)

STATE OF FLORIDA
COUNTY OF DUVAL

CENTEX REAL ESTATE CORPORATION
a Nevada Corporation

By Douglas W. Smith
Its Division President
(Corporate Seal)

The foregoing instrument was acknowledged before me this 5th day of MAY, 1992, by DOUGLAS W. SMITH, the DIVISION PRESIDENT of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification, and did take an oath.

Robert S. Porter
ROBERT S. PORTER (print)

Notary Public My Commission Expires 7-30-92

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of DEER PARK OWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 14, 1992, as shown by the records of this office.

The document number of this corporation is N47374.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
18th day of February, 1992.



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
DEER PARK OWNERS ASSOCIATION, INC.
A Florida Corporation, Not-For-Profit

ARTICLE I - NAME

The name of this Corporation is DEER PARK OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II - TYPE OF CORPORATION

The Association is a not-for-profit corporation and has no capital stock.

ARTICLE III - DURATION

The Association shall have a perpetual existence.

ARTICLE IV - PURPOSES AND POWERS

This Association does not contemplate pecunary gain or profit to its members, and the purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and common area within that certain real property described in that certain Declaration of Covenants, Conditions and Restrictions for DEER PARK, recorded in O.R. Book Volume 6766 and 7093, Pages 1367-1379, and 0656-0657, respectively, of the Public Records of Duval County, Florida (hereinafter referred to as the "Declaration"), and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in the Declaration and in these Articles; and to promote the health, safety, welfare and recreation of the residents within such properties, and for these purposes the Association shall have the following powers:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) To fix, levy and collect (enforcing payment by any lawful means) all charges and assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including for example, but not by way of limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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(c) To purchase, receive, lease or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To borrow money, and with the assent of two-thirds (2/3) of the voting membership, to mortgage or pledge any or all of its real or personal property as security for money borrowed or debts incurred;

(e) To engage the services of agents, independent contractors or employees to manage, operate or perform all or any part of the affairs and business of the Association; and

(f) To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay the costs and/or expenses in connection therewith.

Further, the Association shall have and exercise any and all powers, rights and privileges which a corporation not-for-profit organized under Chapter 617 of the Florida Statutes may now or hereafter have or exercise.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification of membership.

The initial members of the Association shall be the incorporators. All other fee simple title Owners shall automatically become initial members after the recording of the Special Amendment of formation after the organizational meeting.

There shall be one class of voting members. All Owners, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine and as provided in the By-laws of the Association, but in no event shall more than one (1) vote be cast with respect to any Lot.

The By-Laws of the Association may provide for suspension of membership for failure to pay assessments and for violation of the Rules and Regulations established by the Board of Directors.

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ARTICLE VI - INITIAL ADDRESS AND REGISTERED OFFICE AND AGENT

The initial mailing address and registered office of this Association shall be 5730 Bowden Road, Suite 201, Jacksonville, Florida 32216, and the initial registered agent of this Association at such office shall be Robert Porter, who upon accepting this designation agrees to comply with the obligations of Section 607.0505, Florida Statutes, as amended from time to time, with respect to keeping an office open for service of process.

ARTICLE VII - INITIAL BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors of no less than three directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The persons appointed as initial directors by the incorporator shall serve until the election of their successors.

At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect the director(s) for a term of three (3) years to fill each expiring term.

ARTICLE VIII - MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the voting membership; all subject, however, to the provisions relating to annexation as set forth in said Declaration.

ARTICLE IX - AUTHORITY TO MORTGAGE

After the common area, if any, has been conveyed to the Association, any mortgage by the Association of the common area defined in said Declaration shall have the assent of two-thirds (2/3) of the voting membership.

ARTICLE X - AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the common area, if any, (after same has been conveyed to it) 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 may be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the voting membership agreeing to such dedication, sale or transfer.

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ARTICLE XI - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than ninety percent (90%) of the voting membership. Upon dissolution of the Association, the assets both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association. This procedure shall be subject to court approval on dissolution pursuant to F.S. 617.1430. The responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to any dissolution, termination or liquidation.

ARTICLE XII - MEETINGS FOR ACTIONS GOVERNED BY ARTICLES VIII THROUGH XI

In order to take actions under Articles VIII through XI, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast a majority of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE XIII - SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 42-031-1053 ARM requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration. The assessments levied and collected by the Association shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

ARTICLE XIV - BYLAWS

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded by the directors or members in the manner provided by the Bylaws.

ARTICLE XV - AMENDMENTS

Amendments of these Articles shall be proposed and adopted in the following manner:

(a) Until such time as all lots have been conveyed, the Declarant shall have the right to amend these Articles, provided that such amendment does not have a material adverse effect upon the rights of any non-Declarant Owner.

(b) A resolution setting forth the proposed amendment may be proposed by a majority of the Board or by not less than one-third (1/3) of the membership.

(c) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(d) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3) of the votes of the membership of the Association.

(e) Any number of amendments may be submitted to the members and voted upon by them at any meeting.

(f) Prior to the closing of the sale of all lots within the property, no amendment shall make any changes which would in any way affect any to the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment.

(g) Upon amendment by the Declarant or the approval of an amendment to these Articles by the members, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the County.

(h) Any amendment made by Declarant, and any amendment made by the members prior to the completion of 90% of the units that may be constructed within the property must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering a lot is guaranteed or insured by either such agency, and if such amendment materially and adversely affects the owners or materially and adversely affects the general scheme of development created by the Declaration. Such approval shall specifically not be required where the amendment is made to correct

OFFICIAL RECORDS

errors or omissions or is required by any Institutional Lender so that such lender will make, insure or guarantee mortgage loans for the lots, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to Declarant or to the Association within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of Declarant or the Association that the approval was given or deemed given.

ARTICLE XVI - FHA/VA APPROVAL

As long as Declarant retains membership in the Association, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

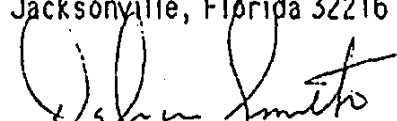
Annexation of additional properties, mergers and consolidations, mortgaging of common area, dedication of common area, dissolution and amendment of these Articles.

ARTICLE XVII - INCORPORATOR

The name and street address of the person signing these Articles of Incorporation is:

NAME
Douglas W. Smith

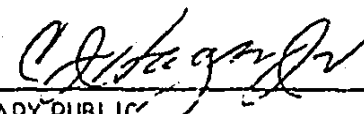
ADDRESS
5730 Bowden Road, Suite 201
Jacksonville, Florida 32216



Douglas W. Smith
INCORPORATOR

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The foregoing Articles of Incorporation of DEER PARK OWNERS ASSOCIATION, INC., were acknowledged before me this 31 day of December, 1991, by Douglas W. Smith, as Incorporator.



NOTARY PUBLIC

My commission expires: 7-30-92

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for DEER PARK OWNERS ASSOCIATION, INC., at the place designated in the Articles of Incorporation, Robert Porter agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of any duties, and accepts the duties and obligations of Section 607.0505 of the Florida Statutes.

DATE: December 31, 1991

Robert Porter
Robert Porter

FILED AND RECORDED
IN PUBLIC RECORDS
OF DIXIE COUNTY FLA

92-0055858

CLERK OF CIRCUIT COURT

Theresa J. [Signature]

RECORD VERIFIED

92 MAY 13 PM 4:10