

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by LOCH RANE, INC., hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property situate, lying and being in the County of Clay, State of Florida, which is more particularly described as follows:

That certain real property more particularly described and set forth on Exhibit "A" attached hereto and by reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, 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 THE LOCH RANE IMPROVEMENT ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions

Amendment Declaration
FOR RECORD OF THIS MONITOR SEE
OFFICIAL RECORD BOOK 384 PAGE 526
CLERK
90.A.406-317
90.A.417-549

Please Return To:
NEIL C. TAYLOR, ATTORNEY
1014 Barnett Bank Building
Jacksonville, Florida 32202

This instrument was prepared by:
NEIL C. TAYLOR, ATTORNEY
1014 Barnett Bank Building
Jacksonville, Florida 32202

thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

That certain property situate, lying and being in the County of Clay, State of Florida, as set forth on Exhibit "B" attached hereto and by reference made a part hereof, which property originally consists of roads and tennis courts and such additional property as may be annexed and included pursuant to Article VII, Section 4 - Annexation and such additional property as may be conveyed to and accepted by the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean LOCH RANE, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) The right of the Association to 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 agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, and 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, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and 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.

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the

Class B membership, or

(b) on January 1, 1987.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, including but not limited to the following purposes:

- (a) Payment of operating expenses of said Association;
- (b) Lighting, improvement and beautification of access ways, tennis courts and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of

controlling and regulating traffic on the access ways;

(c) Maintenance, improvement and operation of drainage easements and systems;

(d) Maintenance, improvement and beautification of parks, lakes, ponds and buffer strips;

(e) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by said Association;

(f) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by said Association;

(g) Providing fire protection but only when and to the extent specifically authorized by said Association;

(h) Doing any other thing necessary or desirable, in the judgment of said Association, to keep said lands neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or which, in the judgment of said Association, may be of general benefit to the owners or occupants of said lands;

(j) Repayment of funds and interest thereon, borrowed by the Association in furtherance of the purposes of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWO HUNDRED EIGHTY-FIVE DOLLARS (\$ 285.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately

following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Capital Contributions for Capital Improvements. In addition to the annual assessment described in Section 3 above, the Association shall make additional levies, hereinafter called Capital Contributions. Such Capital Contributions shall be deposited in a bank account, the Capital Contribution Fund, which shall be kept separate and apart from the Association's other funds. The Capital Contribution Fund may be invested in income producing savings accounts, certificates of deposit or other similar instruments.

The purpose of the Capital Contributions are to provide funds to defray, in whole or in part, the cost of any present or anticipated future periodic construction, reconstruction, repair or replacement of a Capital improvement upon the Common Area, including fixtures and personal property related thereto which are included in the plat of Loch Rane, Unit One. The amounts deposited to the Capital Contribution Fund of Loch Rane, Unit One shall not be used for any purpose other than those mentioned above.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Capital Contribution shall be ONE HUNDRED FIVE AND NO/100 DOLLARS (\$105.00) per lot.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the Capital Contribution at an amount not in excess of the maximum or may suspend the Capital Contribution from time to time.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and Capital Contributions must be fixed at the uniform rate for all Lots and may be collected on a monthly basis or any other convenient basis proscribed by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner

subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have

been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

RESTRICTIONS

Section 1. Lots. Said lots shall be used for residential purposes only. All other uses are prohibited. No buildings shall be erected on the lots shown on the unrecorded plat attached hereto and by reference made a part hereof other than one detached single-family dwelling not to exceed two stories in height (a maximum of twenty-seven (27) feet in height) and an attached private two (2) car garage.

Section 2. Buildings. Buildings shall be set back a minimum of thirty (30) feet from front and twenty-five (25) feet from rear lot lines and a minimum of 10 feet from side lot lines. Side lot lines shall mean the side line on any lot on said plat or the line of any contiguous lots owned by the same lot owner at the boundary of the next lot owned by such lot owner; provided that where a building or buildings are erected on such contiguously owned lots, no building shall ever be closer than twenty (20) feet from any other building.

Section 3. Ground Floor Area. The ground floor area of the main structure, exclusive of one-story open porches and attached garages, shall be not less than 1,500 square feet for a one-story dwelling, and not less than 750 square feet for the ground floor of a 1,500 square foot two-story dwelling.

Section 4. No structure of a temporary character, shack, detached garage, barn or other outbuilding shall be erected or used on any lot, either temporarily or permanently. No trailer, camper, motor home, commercial truck, tractor, or boat shall be parked in the front yard of any lot or on any roads or streets.

Section 5. No privy nor outdoor toilet shall be constructed or used on any lot. All sewage disposal shall be by properly installed sewerage system approved by the Florida Department of Environmental Regulation.

Section 6. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

Section 7. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. Garbage containers shall be permitted at curb side only on days of scheduled pick-up service.

Section 8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lots, except that up to two dogs, up to two cats, of normal household variety, or like number of other household pets may be kept, provided, however, that they are not kept, bred, or maintained for any commercial purposes. Domestic household pets shall be properly leashed, fenced or caged at all times.

Section 9. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for uses in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or lots.

Section 10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 11. No unlicensed or unmuffled trail bikes, dune buggies, motorcycles, automobiles, or any other motor vehicles of any kind or nature shall be operated on any roads, ways, trails, walks or paths within the subdivision.

Section 12. No fence, wall, hedge, or shrubbery planting shall be erected or permitted to grow or be maintained in a manner in conflict with the limitations as hereinafter set forth.

(a) No fence or wall shall be permitted between any dwelling and any property line bordering any street.

(b) No hedge or shrubbery planting of a height in excess of three and one-half feet shall be permitted between any dwelling and any property line bordering any street.

(c) No fence or wall of a height in excess of six feet shall be permitted along any side or rear property line. Fences or walls of a height of six feet or less shall be constructed with a "free area" of at least fifty percent (50%) so as to assure the passage of air through them.

(d) No hedge, or shrubbery planting of a height in excess of six feet shall be permitted along any side or rear property line.

(e) No private fence or other privately owned item shall be constructed in a manner that would cause damage to any fence of an adjoining property or lot or to the peripheral security fence of the Loch Rane Subdivision.

(f) All fences, walls or other structures must be approved prior to construction as provided for in Article V of this Declaration.

Section 13. Additions to homes shall utilize matching

building materials similar to original main residential building and be subject to approval by the Architectural Control Committee.

Section 14. In addition to easements reserved or dedicated, as might appear on the unrecorded plats, or in the public records of Clay County, Florida, an easement for drainage and utilities is herewith reserved over the rear 5 feet of each lot in said subdivisions, and privilege is further reserved to accommodate drainage and to service all utility connections to the houses in said subdivisions. Said reservations shall inure to the benefit, not only of the present fee owners but also to their assigns and/or successors.

Section 15. The said Declarant may re-subdivide or replat any lot or lots shown on said plats in any way they see fit, provided that no residence shall be erected upon or allowed to occupy any such replatted or re-subdivided lot or lots or fractional part or parts thereof, if such replatted or re-subdivided lot or lots or fractional part or parts thereof have an area of less than the smallest lot now shown on said plats, and the restrictions herein contained in case of such replatting or re-subdividing shall apply to each lots as to replatted or re-subdivided.

Section 16. The term "Utility Company" as used in these covenants and restrictions shall mean any public or private company or entity operating and maintaining a water distribution and/or sewage collection system serving the lots in said subdivision.

Section 17. All properties shall be served by the water and/or sewage systems and be subject to the charges as stipulated in the agreements or trust deed of record. The obligation to pay such charges shall be a covenant running with the land; provided, however, that such charges shall not be a lien on said property provided with water and/or sewage service.

Section 18. All sewage from any building on said

property must be disposed of through the sewage lines and disposal plant owned or controlled by the utility company, and water service for all lots shall be that provided by the utility company.

Section 19. If the owner or subsequent owner or their successors or assigns, shall violate or attempt to violate any of the covenants contained in Sections 16, 17 and 18, it shall be lawful for the Declarant or the utility company or any lot owner to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such aforementioned covenants, and either to prevent him or them from violating same or to recover damages or other dues for such violation.

Section 20. All that area lying between the curb line and the front line of the main building located on the lot, as extended to the side lot lines, must be sodded solid with grass by the builder and remaining rear and side area must be sprigged.

Section 21. Easements for installation and maintenance of electric, telephone, water, and sewer utilities and drainage facilities are reserved as shown on either the recorded plat or unrecorded plat or separately recorded documents.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant, or any Owner, shall have the right, including the right to injunctive relief, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant, or by any 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 prevailing party to any such suit or cause of action shall be entitled to recover costs and disbursements allowed by law including a reasonable attorney's fee.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Declarant does hereby reserve the right to amend this Declaration of covenants, conditions and restrictions to conform with the requirements of the Federal Housing Administration and/or the Veterans Administration. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area within the property area described in O. R. Volume 232, Page 517 of the Public Records of Clay County, Florida, may be annexed by the Declarant, his successors or assigns, without the consent of members within 10 years of the date of this instrument provided that the Federal Housing Administration and the Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them. Thereafter, additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a

Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of July, A. D. 1976.

LOCH RANE, INC.

By: *Shirley L. McPherson*
Its President

Attest:

Shirley L. McPherson
Its Secretary

(CORPORATE SEAL)



STATE OF FLORIDA)

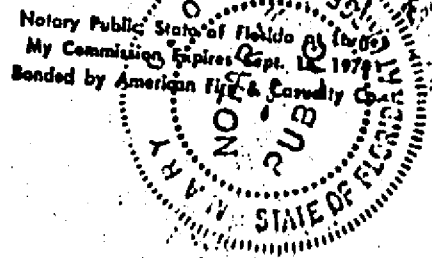
COUNTY OF DUVAL) ss.

Before me, the undersigned authority, personally appeared FRANCIS M. McGAHEE and SHIRLEY J. McGAHEE, respectively President and Secretary of LOCH RANE, INC., a corporation under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing instrument, and severally acknowledged its execution to be their free act and deed as such duly authorized officers; and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

WITNESS my hand and official seal at Jacksonville, Duval County, Florida, this 20th day of July, A. D. 1976.

Mary C. O'Neil
NOTARY PUBLIC - State of Florida

My commission expires:



TELEPHONES
(904) 264.9511
(904) 264.9181

LOUIS H. MCKEE, P.A.
SURVEYING & ENGINEERING
1246 HIGHWAY 17
ORANGE PARK, FLORIDA
32073

D.P. 384 PAGE 542

LOUIS H. MCKEE
REG. LAND SURVEYOR
STATE OF FLORIDA

H. C. STONE
DR. MEM. RES. & HOPE
MEM. ASME
ASSOC. MEM. ASCE
REG. ENGINEER
STATE OF FLORIDA

May 25, 1976

J 10966

Legal Description of Streets

Loch Rane, Unit 1

Three parcels of land situated in the East 1/2 of Section 42, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

PARCEL I

Commence at the Northeast corner of said Section 42; thence on the East line thereof run South 00 degrees 04 minutes 10 seconds East 2,171.22 feet; thence South 89 degrees 55 minutes 50 seconds West 160.00 feet to the point of beginning; thence North 00 degrees 04 minutes 10 seconds West 290.59 feet; thence on the arc of a curve concave to the Southwesterly and having a radius of 218.91 feet run a chord distance of 210.79 feet, the bearing of said chord being North 28 degrees 46 minutes 50 seconds West; thence on the arc of a curve concave to the Northeasterly and having a radius of 30 feet, run a chord distance of 41.02 feet, the bearing of last said chord being North 14 degrees 28 minutes 45 seconds West; thence on the arc of a curve concave to the Northwesterly and having a radius of 905.37 feet, run a chord distance of 449.70 feet, the bearing of last said chord being North 14 degrees 18 minutes 13 seconds East; thence North 00 degrees 04 minutes 10 seconds West 966.62 feet; thence on the arc of a curve concave to the Southwesterly and having a radius of 90 feet, run a chord distance of 128.26 feet, the bearing of said chord being North 45 degrees 30 minutes 40 seconds West; thence South 89 degrees 02 minutes 50 seconds West 860.11 feet; thence on the arc of a curve concave to the Southeasterly and having a radius of 90 feet, run a chord distance of 126.29 feet, the bearing of said chord being South 44 degrees 29 minutes 20 seconds West; thence South 00 degrees 04 minutes 10 seconds East 748.23 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 175 feet, run a chord distance of 67.20 feet, the bearing of said chord being South 11 degrees 00 minutes 00 seconds West; thence South 22 degrees 04 minutes 10 seconds West 166.34 feet; thence on the arc of a curve concave to the Northeasterly and having a radius of 110 feet, run a chord distance

EXHIBIT "A"

(2)

J 10966

Loch Rane, Unit 1

of 139.49 feet, the bearing of said chord being South 17 degrees 16 minutes 50 seconds East; thence South 56 degrees 37 minutes 50 seconds East 166.83 feet; thence on the arc of a curve concave to the Southwesterly and having a radius of 30 feet, run a chord distance of 45.62 feet, the bearing of said chord being South 07 degrees 07 minutes 50 seconds East; thence North 42 degrees 22 minutes 10 seconds East 121.49 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 30 feet, run a chord distance of 38.97 feet, the bearing of said chord being South 82 degrees 52 minutes 10 seconds West; thence North 56 degrees 37 minutes 50 seconds West 185.83 feet; thence on the arc of a curve concave to the Northeasterly and having a radius of 50 feet, run a chord distance of 63.41 feet, the bearing of said chord being North 17 degrees 16 minutes 50 seconds West; thence North 22 degrees 04 minutes 10 seconds East 166.34 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 235 feet, run a chord distance of 90.24 feet, the bearing of said chord being North 11 degrees 00 minutes 00 seconds East; thence North 00 degrees 04 minutes 10 seconds West 748.23 feet; thence on the arc of a curve concave to the Southeasterly and having a radius of 30 feet, run a chord distance of 42.10 feet, the bearing of said chord being North 44 degrees 29 minutes 20 seconds East; thence North 89 degrees 02 minutes 50 seconds East 210.02 feet to Point "A"; (said Point "A" to be the point of beginning of Parcel 2 which is herein-afterdescribed); thence continue North 89 degrees 02 minutes 50 seconds East 650.09 feet; thence on the arc of a curve concave to the Southwesterly and having a radius of 30 feet, run a chord distance of 42.75 feet, the bearing of said chord being South 45 degrees 30 minutes 40 seconds East; thence South 00 degrees 04 minutes 10 seconds East 199.99 feet to Point "B"; (said Point "B" to be the point of beginning of Parcel 2 which is herein-afterdescribed); thence continue South 00 degrees 04 minutes 10 seconds East 766.63 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 845.37 feet, run a chord distance of 611.95 feet, the bearing of said chord being South 21 degrees 09 minutes 00 seconds West; thence South 42 degrees 22 minutes 10 seconds West 164.20 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 170 feet, run a chord distance of 114.16 feet, the bearing of said chord being South

61 degrees 59 minutes 20 seconds West; thence South 81 degrees 36 minutes 30 seconds West 261.36 feet; thence on the arc of a curve concave to the Northeasterly and having a radius of 30 feet, run a chord distance of 40.65 feet, the bearing of said chord being North 55 degrees 46 minutes 55 seconds West; thence on the arc of a curve concave to the Southwesterly and having a radius of 700 feet, run a chord distance of 115.06 feet, the bearing of last said chord being South 08 degrees 23 minutes 30 seconds East; thence on the arc of a curve concave to the Southeasterly and having a radius of 30 feet, run a chord distance of 40.65 feet, the bearing of last said chord being North 38 degrees 57 minutes 56 seconds East; thence North 81 degrees 36 minutes 30 seconds East, 261.36 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 230 feet, run a chord distance of 154.45 feet, the bearing of said chord being North 61 degrees 59 minutes 20 seconds East; thence North 42 degrees 22 minutes 10 seconds East 164.20 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 905.37 feet, run a chord distance of 99.85 feet, the bearing of said chord being North 39 degrees 12 minutes 29 seconds East; thence on the arc of a curve concave to the Southeasterly and having a radius of 30 feet, run a chord distance of 41.04 feet, the bearing of last said chord being North 79 degrees 12 minutes 30 seconds East; thence on the arc of a curve concave to the Southwesterly and having a radius of 158.91 feet, run a chord distance of 153.02 feet, the bearing of last said chord being South 28 degrees 46 minutes 50 seconds East; thence South 00 degrees 04 minutes 10 seconds East 290.59 feet; thence North 89 degrees 55 minutes 50 seconds East 60.00 feet to said point of beginning.

PARCEL II

Begin at said Point "A"; thence on the arc of a curve concave to the Southwesterly and having a radius of 30 feet, run a chord distance of 42.75 feet, the bearing of said chord being South 45 degrees 30 minutes 40 seconds East; thence South 00 degrees 04 minutes 10 seconds East 819.41 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 470 feet, run a chord distance of 340.22 feet, the bearing of said chord being South 21 degrees 09 minutes 00 seconds West; thence South 42 degrees 22 minutes 10 seconds West 245.01 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 30 feet, run a

chord distance of 40.65 feet, the bearing of said chord being South 86 degrees 00 minutes 43 seconds West; thence on the arc of a curve concave to the Southwesterly and having a radius of 700 feet, run a chord distance of 115.06 feet, the bearing of said chord being South 47 degrees 37 minutes 50 seconds East; thence on the arc of a curve concave to the Easterly and having a radius of 30 feet, run a chord distance of 40.65 feet, the bearing of said chord being North 00 degrees 14 minutes 25 seconds West; thence North 42 degrees 22 minutes 10 seconds East 245.01 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 530 feet, run a chord distance of 383.66 feet, the bearing of said chord being North 21 degrees 09 minutes 00 seconds East; thence North 00 degrees 04 minutes 10 seconds West 821.26 feet; thence on the arc of a curve concave to the Southeasterly and having a radius of 30 feet, run a chord distance of 42.10 feet, the bearing of said chord being North 44 degrees 29 minutes 20 seconds East; thence South 89 degrees 02 minutes 50 seconds West 120.01 feet to said point of beginning.

PARCEL III

Begin at said Point "B"; thence on the arc of a curve concave to the Northwesterly and having a radius of 30 feet, run a chord distance of 42.10 feet, the bearing of said chord being South 44 degrees 29 minutes 20 seconds West; thence South 89 degrees 02 minutes 50 seconds West 201.89 feet; thence on the arc of a curve concave to the Southeasterly and having a radius of 90 feet, run a chord distance of 126.29 feet, the bearing of said chord being South 44 degrees 29 minutes 20 seconds West; thence South 00 degrees 04 minutes 10 seconds East 607.40 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 570 feet, run a chord distance of 412.61 feet, the bearing of said chord being South 21 degrees 09 minutes 00 seconds West; thence South 42 degrees 22 minutes 10 seconds West 138.94 feet; thence on the arc of a curve concave to the Southeasterly and having a radius of 90 feet, run a chord distance of 91.43 feet, the bearing of said chord being South 11 degrees 50 minutes 36 seconds West; thence South 18 degrees 40 minutes 58 seconds East 159.60 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 30 feet, run a chord distance of 46.06 feet, the bearing of said chord being South 31 degrees 27 minutes 46 seconds West; thence North 81 degrees 36

(5)

J 10966

Loch Rane, Unit 1

minutes 30 seconds East 121.96 feet; thence on the arc of a curve concave to the Northeasterly and having a radius of 30 feet, run a chord distance of 38.45 feet, the bearing of said chord being North 58 degrees 32 minutes 14 seconds West; thence North 18 degrees 40 minutes 58 seconds West 181.38 feet; thence on the arc of a curve concave to the Southeasterly and having a radius of 30 feet, run a chord distance of 30.48 feet, the bearing of said chord being North 11 degrees 50 minutes 36 seconds East; thence North 42 degrees 22 minutes 10 seconds East 188.94 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 630 feet, run a chord distance of 456.05 feet, the bearing of said chord being North 21 degrees 09 minutes 00 seconds East; thence North 00 degrees 04 minutes 10 seconds West 607.40 feet; thence on the arc of a curve concave to the Southeasterly and having a radius of 30 feet, run a chord distance of 42.10 feet, the bearing of said chord being North 44 degrees 29 minutes 20 seconds East; thence North 89 degrees 02 minutes 50 seconds East 200.03 feet; thence on the arc of a curve concave to the Southwesterly and having a radius of 30 feet, run a chord distance of 42.75 feet, the bearing of said chord being South 45 degrees 30 minutes 40 seconds East; thence North 00 degrees 04 minutes 10 seconds West 120.03 feet to said point of beginning.

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REG. LAND SURVEYOR
STATE OF FLORIDA

H. C. STONE
SR. MEM. FES & NSPE
MEM. ASME
ASSOC. MEM. ASCE
REG. ENGINEER
STATE OF FLORIDA

May 25, 1976

J 10967

Legal Description of Streets

Loch Rane, Unit 2

A parcel of land situated in the East 1/2 of Section 42, Township 4 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Northeast corner of said Section 42; thence on the East line thereof run South 00 degrees 04 minutes 10 seconds East 2,171.22 feet; thence South 89 degrees 55 minutes 50 seconds West 160.0 feet to the point of beginning; thence South 00 degrees 04 minutes 10 seconds East 714.03 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 90 feet, run a chord distance of 119.86 feet, the bearing of said chord being South 41 degrees 40 minutes 50 seconds West; thence South 83 degrees 25 minutes 50 seconds West 462.69 feet; thence on the arc of a curve concave to the Northerly and having a radius of 880.59 feet, run a chord distance of 206.86 feet, the bearing of said chord being North 89 degrees 49 minutes 27 seconds West; thence on the arc of a curve concave to the Northeasterly and having a radius of 90 feet, run a chord distance of 127.47 feet, the bearing of last said chord being North 37 degrees 59 minutes 40 seconds West; thence on the arc of a curve concave to the Southeasterly and having a radius of 435 feet, run a chord distance of 100.22 feet, the bearing of last said chord being North 13 degrees 42 minutes 17 seconds East; thence North 20 degrees 19 minutes 10 seconds East 214.44 feet; thence on the arc of a curve concave to the Southwesterly and having a radius of 30 feet, run a chord distance of 42.43 feet, the bearing of said chord being North 24 degrees 40 minutes 50 seconds West; thence North 69 degrees 40 minutes 50 seconds West 105.00 feet; thence on the arc of a curve concave to the Southeasterly and having a radius of 30 feet, run a chord distance of 42.43 feet, the bearing of said chord being South 65 degrees 19 minutes 10 seconds West; thence North 20 degrees 19 minutes 10 seconds East 120.00 feet; thence on the arc of a curve concave to the Northeasterly and having a radius of 30 feet, run a chord distance of 42.43 feet, the bearing of said chord being South 24 degrees 40 minutes

(2)

J 10967

Loch Rane, Unit 2

50 seconds East; thence South 69 degrees 40 minutes 50 seconds East 105.00 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 30 feet, run a chord distance of 42.43 feet, the bearing of said chord being North 65 degrees 19 minutes 10 seconds East; thence North 20 degrees 19 minutes 10 seconds East 164.12 feet; thence on the arc of a curve concave to the Southeasterly and having a radius of 90 feet, run a chord distance of 91.75 feet the bearing of said chord being North 50 degrees 57 minutes 50 seconds East; thence North 81 degrees 36 minutes 30 seconds East 125.46 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 30 feet, run a chord distance of 21.21 feet, the bearing of said chord being North 60 degrees 54 minutes 14 seconds East; thence on the arc of a curve concave to the Southwesterly and having a radius of 50 feet, run a chord distance of 91.14 feet, the bearing of last said chord being South 74 degrees 05 minutes 48 seconds East; thence continue on last said arc (now being concave to the Northwesterly) a chord distance of 91.14 feet, the bearing of last said chord being South 57 degrees 18 minutes 48 seconds West; thence on the arc of a curve concave to the Southwesterly and having a radius of 30 feet, run a chord distance of 21.21 feet, the bearing of last said chord being North 77 degrees 41 minutes 14 seconds West; thence South 81 degrees 36 minutes 30 seconds West 125.46 feet; thence on the arc of a curve concave to the Southeasterly and having a radius of 30 feet, run a chord distance of 30.58 feet, the bearing of said chord being South 50 degrees 57 minutes 50 seconds West; thence South 20 degrees 19 minutes 10 seconds West 164.12 feet; thence on the arc of a curve concave to the Northeasterly and having a radius of 30 feet, run a chord distance of 42.43 feet, the bearing of said chord being South 24 degrees 40 minutes 50 seconds East; thence South 69 degrees 40 minutes 50 seconds East 100.00 feet; thence on the arc of a curve concave to the Northeasterly and having a radius of 270 feet, run a chord distance of 90.58 feet, the bearing of said chord being South 79 degrees 20 minutes 14 seconds East; thence on the arc of a curve concave to the Northwesterly and having a radius of 30 feet, run a chord distance of 23.76 feet, the bearing of last said chord being North 67 degrees 40 minutes 30 seconds East; thence on the arc of a curve concave to the Southwesterly and having a radius of 50 feet, run a chord distance of 88.37

(3)

J 10967

Loch Rane, Unit 2

feet, the bearing of last said chord being South 73 degrees 34 minutes 05 seconds East; thence continue on last said arc (now being concave to the Northwesterly) a chord distance of 93.43 feet, the bearing of last said chord being South 57 degrees 38 minutes 33 seconds West; thence on the arc of a curve concave to the Southwesterly and having a radius of 30 feet, run a chord distance of 19.33 feet, the bearing of last said chord being North 72 degrees 01 minute 20 seconds West; thence on the arc of a curve concave to the Northeasterly and having a radius of 330 feet, run a chord distance of 121.03 feet, the bearing of last said chord being North 80 degrees 14 minutes 48 seconds West; thence North 69 degrees 40 minutes 50 seconds West 100.00 feet; thence on the arc of a curve concave to the Southeasterly and having a radius of 30 feet, run a chord distance of 42.43 feet, the bearing of said chord being South 65 degrees 19 minutes 10 seconds West; thence South 20 degrees 19 minutes 10 seconds West 214.44 feet; thence on the arc of a curve concave to the Southeasterly and having a radius of 375 feet, run a chord distance of 86.39 feet, the bearing of said chord being South 13 degrees 42 minutes 17 seconds West; thence on the arc of a curve concave to the Northeasterly and having a radius of 30 feet, run a chord distance of 42.49 feet, the bearing of last said chord being South 37 degrees 59 minutes 40 seconds East; thence on the arc of a curve concave to the Northeasterly and having a radius of 820.59 feet, run a chord distance of 192.77 feet, the bearing of last said chord being South 89 degrees 49 minutes 27 seconds East; thence North 83 degrees 25 minutes 50 seconds East 462.69 feet; thence on the arc of a curve concave to the Northwesterly and having a radius of 30 feet, run a chord distance of 39.95 feet, the bearing of said chord being North 41 degrees 40 minutes 50 seconds East; thence North 00 degrees 04 minutes 10 seconds West 714.03 feet; thence North 89 degrees 55 minutes 50 seconds East 60.00 feet to said point of beginning.

WRITTEN BY
CHECKED BY
CHECKED BY
F. C. BY
MAP REF.
TYPED BY
APPROVED BY

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BR. MEM. F.S. & N.E.P.E.
MEM. ASME
ASSOC. MEM. ASCE
REG. ENGINEER
STATE OF FLORIDA

May 27, 1976

J 10981

Description for Loch Rane, Inc.

Tract "A"

A parcel of land situated in the East 1/2 of Section 42, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Northeast corner of said Section 42; thence on the East line thereof run South 00 degrees 04 minutes 10 seconds East 2, 171.22 feet; thence South 89 degrees 55 minutes 50 seconds West 160.00 feet; thence North 00 degrees 04 minutes 10 seconds West 290.59 feet; thence on the arc of a curve concave to the Southwesterly and having a radius of 218.91 feet, run a chord distance of 70.32 feet to the point of beginning, the bearing of said chord being North 09 degrees 18 minutes 58 seconds West; thence continue on said curve a chord distance of 146.42 feet, the bearing of last said chord being North 38 degrees 05 minutes 29 seconds West; thence on the arc of a curve concave to the Northeasterly and having a radius of 30 feet, run a chord distance of 41.02 feet, the bearing of last said chord being North 14 degrees 28 minutes 45 seconds West; thence on the arc of a curve concave to the Northwesterly and having a radius of 905.37 feet, run a chord distance of 106.41 feet, the bearing of last said chord being North 25 degrees 19 minutes 29 seconds East; thence North 89 degrees 55 minutes 50 seconds East 196.06 feet; thence South 00 degrees 04 minutes 10 seconds East 251.20 feet; thence South 89 degrees 55 minutes 50 seconds West 141.30 feet to said point of beginning.

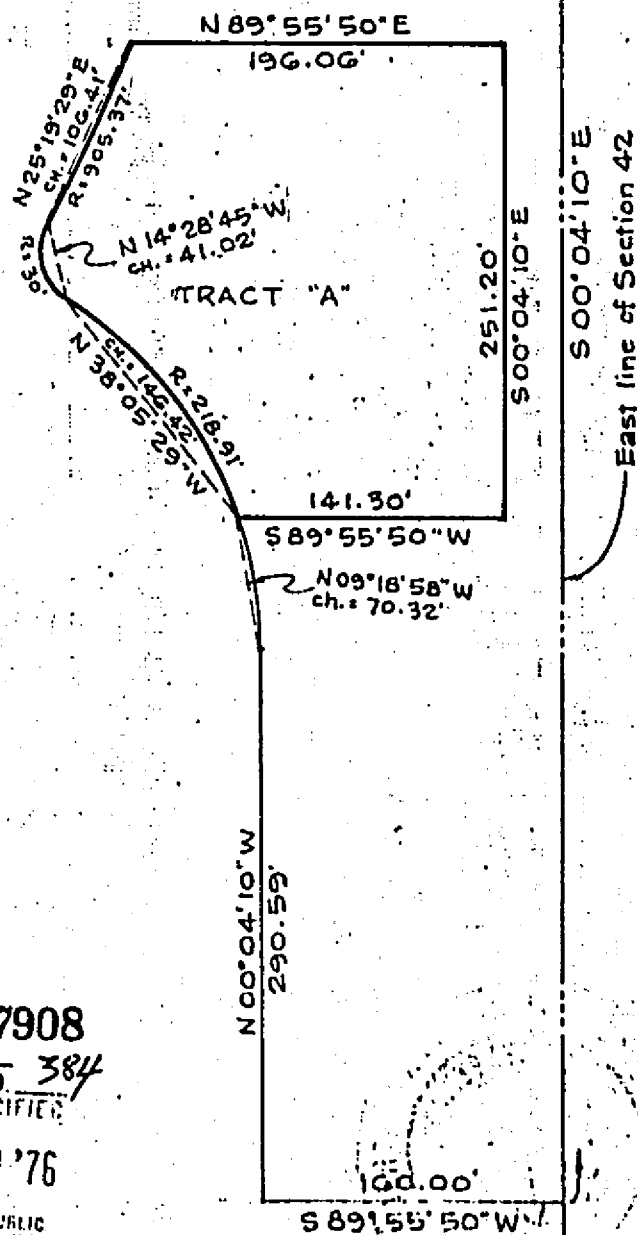
WRITTEN BY W.P. 10
CHECKED BY W.P. 10
CHECKED BY W.P. 10
F. C. BY W.P. 10
MAP REF. F151218
TYPED BY W.P. 10
APPROVED BY W.P. 10

MAP OF

A PARCEL OF LAND SITUATED IN
THE E 1/2 OF SEC. 42, TWP. 4 S, RGE. 25 E,
CLAY COUNTY, FLORIDA
FOR: LOCH RANE, INC.

SCALE: 1" = 100'

JUNE 1, 1976



76- 7908
FILE NO. _____
OFFICIAL RECORDS NO. 384
526

1. THE UNITED STATES OF AMERICA
 2. THE UNITED STATES OF AMERICA
 3. THE UNITED STATES OF AMERICA

10095 H. MOORE
REG. SUBST. YOU NO 1221
1246 HWY. NO 17
ORANGE PARK, FLORIDA