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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
OAKLEAF VILLAGE AT OAKLEAF PLANTATION

THIS DOCUMENT PREPARED BY:

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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
OAKLEAF VILLAGE AT OAKLEAF PLANTATION

THIS DECLARATION is made this 17th day of September, 2002, by OAKLEAF PLANTATION, LLC, a Florida limited liability company (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

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

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

ARTICLE II
DEFINITIONS

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

Section 2.1 **Association**. The OakLeaf Village Property Owners Association, Inc., a Florida corporation not-for-profit and its successors and assigns. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference.

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

Section 2.3 **Building Site**. Each separate parcel of land within the Property, other than the Lots, as hereafter conveyed or designated by the Developer, consisting of an integral unit of land

suitable for development by construction of improvements designed for multi-family or other residential use.

Section 2.4 **CDD**. The Double Branch Community Development District as authorized by the Florida Land and Water Adjudicatory Commission by Rule 42 FF-1.002, Florida Administrative Code.

Section 2.5 **Common Area**. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.5, or by recording a Supplementary Declaration, pursuant to the terms of Section 4.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit B attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company. The Common Area shall not include any real property owned or maintained by the CDD.

Section 2.6 **Developer**. OakLeaf Plantation, LLC, a Florida limited liability company and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to OakLeaf Plantation, LLC as the Developer of the Property is not intended and shall not be construed, to impose upon OakLeaf Plantation, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or parcels within the Property from OakLeaf Plantation, LLC and develop and resell the same.

Section 2.7 **DRI**. That certain Development of Regional Impact Order approved by the City of Jacksonville, Florida by Resolution No. 74-1445-498 and by Clay County, Florida on March 13, 1975 by unnumbered resolution, as the same may be amended from time to time.

Section 2.8 **Lot**. Each platted lot located within the Property which is designated by the Developer by recorded covenant or deed restriction, for single family residential use.

Section 2.9 **Multi-family Improvements**. Any proposed or completed improvements located within the Property intended and designed for use as two or more attached residential dwelling units including without limitation, any condominium units, townhomes, apartment units, cooperative apartments, or duplex units, regardless of whether such Multi-family Improvements shall be owned individually or collectively by one or more Owners.

Section 2.10 **Owner**. The record owner or owners of any Lot or Building Site.

Section 2.11 **Property or OakLeaf**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.12 **PUD**. Planned Unit Development Ordinance Number 75-10-59, as enacted by the City of Jacksonville, Florida and Planned Unit Development Ordinance Number 2-75-23, as enacted by Clay County, Florida, as the same may be amended from time to time.

Section 2.13 **Residential Dwelling Unit**. Any improved portion of the Property located within a Lot or Building Site and intended for use as a residential dwelling, including without limitation, any detached residential dwellings, condominium units, townhouse units, apartment units, duplexes or other attached residential dwellings. The term Residential Dwelling Unit shall not, however, mean or refer to (i) any hotel or motel room which is not declared to the condominium form of ownership, or otherwise subject to separate ownership; or (ii) any timeshare condominium unit.

Section 2.14 **Subassociation**. Any residential property owners or condominium association (other than the Association) formed as a Florida non-profit corporation whose members are comprised of Owners.

Section 2.15 **Surface Water or Stormwater Management System**. A system which is designed and constructed or implemented within or adjacent to the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

ARTICLE III **PROPERTY SUBJECT TO THIS DECLARATION:** **ADDITIONS AND DELETIONS**

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

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

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

ARTICLE IV **COMMON AREA RIGHTS**

Section 4.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, on or before the date which is one hundred twenty (120) days after the Developer shall no longer own any Lot or Building Site, and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 4.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to make all or any part of the Common Area available for

public use, provided that such use shall not unreasonably interfere with the use and enjoyment of such Common Area by the Owners.

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

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

(e) The rights of the Developer under Section 4:3 to add to or withdraw land from the Common Area;

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

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

Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or substantially contiguous to the Property (for purposes of this Section 4.3, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous). For so long as the Developer shall own any Lot or Building Parcel, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access, availability of utilities, or drainage to or from any Lot or Building Parcel, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot or Building Parcel, which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Clay County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land but shall not otherwise withdraw such land from the provisions of this Declaration unless such withdrawal shall comply with the requirements of Section 3.3 hereof. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.5 hereof, or subsequently designated as such by the Developer pursuant to Section 2.5 hereof and this Section 4.3, even if the Developer consents or acquiesces to

the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits.

(a) The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain the Common Area in accordance with all permit requirements and conditions contained in applicable dredge and fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), or Clay County, Florida, and in accordance with the DRI and the PUD. Notwithstanding any provision of this Declaration to the contrary, the CDD or the Association shall be responsible for the maintenance, operation and repair of specific portions of the Surface Water or Stormwater Management System, as more particularly set forth in the applicable permits for the construction and operation thereof. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

(b) In the event that the CDD shall for any reason fail to maintain any portion of the Surface Water or Stormwater Management System for which it is responsible, or any other portion of the Property or other property or improvements located in the vicinity of the Property, as required by law, the Association shall have the right to perform such maintenance on behalf of the CDD upon not less than fifteen (15) days prior written notice to the CDD. Any and all costs and expenses incurred by the Association in performing such maintenance on behalf of the CDD, shall be recoverable by the Association in accordance with applicable law.

Section 4.5 Easement for Maintenance Purposes. The Developer hereby reserves for itself, the Association, the CDD and their respective agents, employees, contractors, successors and assigns an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, including the Surface Water or Stormwater Management System, or other portions of Property to be

maintained by Association or the CDD, in accordance with the requirements of this Declaration or as provided by law. The easement reserved hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights reserved hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot or Building Site within the Property other than the Developer hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual and special assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot and Building Site against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment. Notwithstanding any provision of this Declaration to the contrary, the Lots, Building Sites, and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments.

Section 5.2 Purpose of Assessments.

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of operational expenses, management and accounting fees, taxes, insurance, utility charges and other expenses relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, to provide common services to the Owners, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area, including the Surface Water or Stormwater Management System. To the extent that such maintenance shall not be provided by the CDD, the maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all or any portion of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District Permit No.4-019-67708-4, as amended from time to time, including all operation, sampling, testing, monitoring and maintenance requirements as specified by said permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area.

(b) At the option of the Board of Directors, annual assessments levied by the Association may also be used to fund contributions to a Transportation Demand Management Association ("TDMA"), or similar organization, formed pursuant to the requirements of the DRI.

(c) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Owners as provided in Section 4 hereof.

Section 5.3 Calculation and Collection of Assessments. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots and Building Sites shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, Fifty and No/100 Dollars (\$50.00) per Assessment Equivalent. From and after December 31, 2002, such amount may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Assessment Equivalent, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the ten percent (10%) limitation set forth in this Section 5. For purposes of determining the amount of any increase in annual assessments, the amount of any special assessment or Area Assessments (as such term is defined in Section 5.4 hereof) shall not be taken into account. The total amount of each special assessment shall be divided by the total Assessment Equivalents attributable to Property as of the date of authorization of such special assessment by the Board of Directors for purposes of determining the portion of the special assessment allocable to each Lot or Building Site.

(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors, pursuant to this Declaration shall be allocated among the Owners of the Lots and Building Sites as follows:

(i) The Owners of Lots shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Lot owned by such Owners.

(ii) Owners of Building Sites on which Residential Dwelling Units are constructed shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Residential Dwelling Unit constructed upon such Owners' Building Sites.

(c) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of Clay County, Florida; provided however, that such obligations shall not commence (i) as to any Lots, until such

lots shall be platted of record; and (ii) as to any Residential Dwelling Units, other than homes constructed upon the Lots, when certificates of occupancy (or any other similar approval) has been issued by the applicable governmental authority. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semi-annually. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

(d) Assessments payable by Owners who are members of a Subassociation, shall be collected from such Owners by the Subassociation and remitted by the Subassociation to the Association. Assessments payable by Owners of Lots or Building Sites who are not members of a Subassociation, shall be remitted directly to the Association by such Owners. Notwithstanding the collection of assessments due the Association by any Subassociation, nothing contained herein shall affect the Association's right to directly enforce each Owner's individual obligation to pay assessments to the Association pursuant to this Declaration.

Section 5.4 Area Assessments. The Board of Directors may establish and levy annual and special assessments to fund specific services authorized by the Board from time to time, including without limitation the cost of security services, which shall benefit only specific portions of the Property (the "Area Assessments"). The Area Assessments shall be levied against only those portions of the Property that receive the benefit of such services and shall be allocated among only the Owners of those Lots and Building Sites located within such portions of the Property, based upon the allocations established by Section 5.3 hereof. The boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 5.4 shall be determined by the Board in its sole discretion.

Section 5.5 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of Clay County, Florida, a claim of lien stating the description of the Lot or Building Site encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such delinquent assessment, the costs of collection incurred by the Association, which shall specifically include without limitation, reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

Section 5.6 **Subordination of Lien to Mortgages**. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Lot or Building Site by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Lot or Building Site shall be added to the Association's total budget and shall be paid by all Owners including the mortgagee on a pro rata basis. No such sale or other transfer shall relieve any Lot or Building Site from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that its lien is subordinate to a mortgage shall be dispositive of any question of subordination.

ARTICLE VI **UTILITY PROVISIONS**

Section 6.1 **Water System**. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of the Property owned by such Owners.

Section 6.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the Property owned by such Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property without the Developer's prior written consent which may be given or withheld in the Developer's sole discretion.

Section 6.3 **Solid Waste Recycling**. Each Owner shall participate in any available solid waste recycling program instituted by the Developer, Clay County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 6.4 **Utility Services**. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

Section 6.5 Irrigation Systems. An underground irrigation system shall be installed on all Lots and Building Sites in accordance with applicable residential criteria promulgated by the Developer. Such irrigation systems shall be installed in accordance with the reclaimed water policies of the Clay County Utility Authority, or any similar public utility providing services to the Property as applicable. All such irrigation systems shall be operated and maintained in accordance with the rules and regulations of such utility provider, as well as any other governmental agencies having jurisdiction over such systems or the use of reclaimed water within the Property. The Association shall comply with all rules and regulations promulgated by the Florida Department of Environmental Protection pertaining to the use of reclaimed water, including without limitation, those rules and regulations requiring the posting of signs and regulating the use of reclaimed water in public areas and on roadways.

Section 6.6 Cable Television and High Speed Internet Services.

6.6.1 For the term of this Declaration, neither the Association nor any other homeowner association formed to administer covenants affecting residential dwelling units within the Property or any portion thereof shall grant any exclusive rights to service any portion of the Property for cable television or high speed Internet services (the "Services") or enter into any agreement to supply the Services to the Property on a bulk-billing or bulk-service basis to any party other than MediaOne of Greater Florida, Inc., its successors or assigns (the "Provider").

6.6.2 For the term of this Declaration, the Provider shall be entitled to display marketing materials for the Services located upon the Property in any residential sales office located upon the Property (with locations and format to be determined by the owner or operator of such residential sales office).

6.6.3 Notwithstanding the foregoing, the restrictions contained in this Section 6.6 shall terminate coincident with termination of any agreement between the Provider and OakLeaf Plantation, LLC providing for preferred provider rights as to the supply of the Services to the Provider within the Property.

ARTICLE VII
USE RESTRICTIONS AND RIGHTS AND EASEMENTS
RESERVED BY DEVELOPER

Section 7.1 Common DRI and PUD. Due to the integrated nature of the Property and the lands described in the DRI and the PUD, no Owner, or any other person or entity shall construct any improvements upon the Property, nor take any action, which in the sole opinion of the Developer, would result in a modification of the terms and provisions of the DRI and PUD, as the same may be amended from time to time, without the prior written consent of the Developer.

Section 7.2 Compliance with Laws. All Owners and other occupants of the Property shall at all times comply with the terms of the DRI and PUD, and all environmental, land use,

marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property.

Section 7.3 **Platting and Additional Restrictions.** The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

Section 7.4 **Reservation of Right to Release Restrictions.** If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person.

Section 7.5 **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

Section 7.6 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards within the Property and surrounding properties. These reserved rights include the right to cut trees, bushes or shrubbery, to grade or regrade any portion of the Property or to take any other action reasonably necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot or Building Site which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration. Notwithstanding any provision of this Section 7.6 to the contrary, neither the Developer nor the Association shall take any action which shall alter the Surface Water or Stormwater Management System beyond maintenance in its original condition without the prior written approval of the SJRWMD.

Section 7.7 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 7.8 Additional Easements. The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, for propane or natural gas pipes, mains and related equipment, or for any improvements used in connection with providing cellular telephone service on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 7.8, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 7.9 Rules and Regulations. The Association, acting through its Board, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use and occupancy of all portions of the Property, which shall be consistent with the provisions of this Declaration. Without limiting the foregoing, the Association shall have the right to adopt specific rules and regulations pertaining to the installation and maintenance of all landscaping and natural areas which shall promote and protect aesthetic and environmental values within and in the vicinity of the Property.

ARTICLE VIII **ARCHITECTURAL CONTROL**

Section 8.1 Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot or Building Site, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications shall be evaluated as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer reserves the right to approve standardized plans and specifications submitted by builders selected by the Developer to be featured builders within Oakleaf, which may thereafter be constructed without further review by the Developer on a lot-by-lot basis.

Section 8.2 Review Procedures. The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article VIII:

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to architectural review to be conducted by the Developer which shall be applicable to all or any portions of OakLeaf. Any architectural criteria or amendment thereto shall be consistent with the provisions of this Declaration. The architectural criteria and any amendment thereto shall be made available for review by any member of the Association upon request. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

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

(c) To approve or disapprove in accordance with the provisions of this Article VIII, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

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

(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article VIII.

Section 8.3 Variance. The Developer may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or Building Site and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 8.4 **Assignment.** The Developer reserves the right to assign, in whole or in part and in its sole discretion, any of the rights reserved under this Article VIII to the Association or any other party, who upon such assignment shall automatically assume all of the Developer's obligations under this Article VIII with respect to the rights so assigned. Upon any such assignment to the Association, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise all rights of architectural control authorized by this Article VIII as shall be assigned by the Developer to the Association.

Section 8.5 **Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this Article VIII, the Developer, the ARB and the Association shall not be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB or the Association.

ARTICLE IX **NOTICE OF PERMIT REQUIREMENTS**

Section 9.1 **Jurisdictional Areas and Permits.** THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 200003064 (IP-ME), ISSUED BY THE ACOE AND PERMIT NUMBER 4-019-67708, ISSUED BY THE SJRWMD (THE "PERMITS"), AS SUCH PERMITS MAY BE AMENDED FROM TIME TO TIME. THE PERMITS ARE OR WILL BE OWNED BY THE CDD AND/OR THE ASSOCIATION AND THE CDD AND THE ASSOCIATION HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE CDD AND THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT OR BUILDING SITE WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT OR BUILDING SITE, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT OR BUILDING SITE AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER, THE CDD OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER, THE CDD AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO

PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR ACOE, AS APPLICABLE.

ARTICLE X **GENERAL PROVISIONS**

Section 10.1 **Ground Leased Land.** Where all or any part of a Lot or Building Site has been leased by the Owner of the fee simple title to the site under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article V shall attach only to the interest in the Lot or Building Site of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 10.1 shall be dispositive.

Section 10.2 **Developer's Reserved Rights Re: Easements.** Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 10.2, shall be dispositive for all purposes; provided nothing contained in this Section 10.2 shall authorize the Developer to take any action that would have a material and adverse effect on any improved portion of the Property.

Section 10.3 Remedies for Violations.

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

fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

Section 10.3.2 **Fines.** In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) **Enforcement Committee:** The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) **Hearing:** The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) **Amounts:** The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) **Payment of Fines:** Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) **Collection of Fines:** Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

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

(h) **Non-exclusive Remedy:** The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however,

any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 10.4 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 10.5 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 10.6 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 10.7 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which is not materially inconsistent with the common scheme for the development of the Property evidenced by this Declaration. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. Any amendment to this Declaration shall be executed by the Association and Developer, as applicable, and shall be recorded in the current public records of Clay County, Florida.

Section 10.8 **Assignment of Permit Responsibilities and Indemnification**. In connection with the platting and development of the Property, the Developer has or may incur certain obligations in connection with the ACOE Permit. The Developer may assign any or all of said obligations to the Association, and upon such assignment, the Association shall be solely responsible for all of the Developer's obligations and responsibilities for compliance with the ACOE Permit that are so assigned. The Association shall indemnify, defend and hold the Developer harmless from all suits, enforcement actions, damages, liability and expenses in connection with any violation of the

ACOE Permit occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 10.9 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 10.10 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 10.11 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of Clay County, Florida.

Section 10.12 **Disclaimers as to Water Bodies**. NEITHER THE DEVELOPER, THE ASSOCIATION, THE CDD, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

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

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

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 17th day of September, 2002.

Signed, sealed and delivered
in the presence of:

[Signature]
Name Printed: STEWART G. CRIBB
[Signature]
Name Printed: GLENN E. THOMPSON

OAKLEAF PLANTATION, LLC, a Florida
limited liability company

By: [Signature]
DONALD P. HANSON
(Name Printed)
Title: PRESIDENT

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 17th day of September, 2002, by DONALD P. HANSON, the President of OAKLEAF PLANTATION, LLC, a Florida limited liability company, on behalf of the company.



[Signature]
(Print Name)
NOTARY PUBLIC, State of Florida
Commission # _____
My Commission Expires: _____
Personally Known ✓
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

PHASE 1 - PARCEL "E"

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5; THENCE, ON THE NORTH LINE THEREOF, ALSO BEING THE LINE DIVIDING CLAY COUNTY AND DUVAL COUNTY, SOUTH 89 DEGREES 49 MINUTES 27 SECONDS WEST, 2824.73 FEET; THENCE, SOUTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, 1459.83 FEET TO A POINT ON A CURVE HAVING A RADIAL BEARING OF NORTH 57 DEGREES 32 MINUTES 31 SECONDS EAST, ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF OAKLEAF VILLAGE PARKWAY, A RIGHT-OF-WAY OF VARIED WIDTH; THENCE, ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1580.52 FEET AND A CENTRAL ANGLE OF 11 DEGREES 55 MINUTES 14 SECONDS, AN ARC DISTANCE OF 328.83 FEET (SOUTH 38 DEGREES 25 MINUTES 06 SECONDS EAST, 328.24 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, SOUTH 44 DEGREES 22 MINUTES 43 SECONDS EAST, 199.39 FEET; THENCE, SOUTH 49 DEGREES 40 MINUTES 31 SECONDS WEST, 175.92 FEET; THENCE, SOUTH 50 DEGREES 30 MINUTES 39 SECONDS WEST, 1042.90 FEET; THENCE, SOUTH 40 DEGREES 09 MINUTES 16 SECONDS EAST, 424.31 FEET; THENCE, SOUTH 44 DEGREES 00 MINUTES 00 SECONDS WEST, 390.85 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 45 DEGREES 57 MINUTES 47 SECONDS WEST, 157.67 FEET; THENCE, NORTH 81 DEGREES 31 MINUTES 17 SECONDS WEST, 50.00 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 35 DEGREES 17 MINUTES 22 SECONDS, AN ARC DISTANCE OF 76.99 FEET (SOUTH 26 DEGREES 23 MINUTES 32 SECONDS WEST, 75.78 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, SOUTH 44 DEGREES 02 MINUTES 13 SECONDS WEST, 31.68 FEET; THENCE, NORTH 45 DEGREES 57 MINUTES 47 SECONDS WEST, 141.01 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 03 DEGREES 11 MINUTES 57 SECONDS, AN ARC DISTANCE OF 16.75 FEET (SOUTH 83 DEGREES 10 MINUTES 39 SECONDS WEST, 16.75 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, SOUTH 39 DEGREES 57 MINUTES 44 SECONDS WEST, 387.99 FEET; THENCE, NORTH 45 DEGREES 57 MINUTES 47 SECONDS WEST, 9.79 FEET; THENCE, NORTH 53 DEGREES 13 MINUTES 11 SECONDS WEST, 19.68 FEET; THENCE, SOUTH 40 DEGREES 28 MINUTES 53 SECONDS WEST, 138.73 FEET; THENCE, SOUTH 65 DEGREES 33 MINUTES 23 SECONDS WEST, 56.39 FEET; THENCE, SOUTH 53 DEGREES 26 MINUTES 22 SECONDS WEST, 121.87 FEET; THENCE, NORTH 36 DEGREES 33 MINUTES 38 SECONDS WEST, 50.00 FEET; THENCE, NORTH 36 DEGREES 27 MINUTES 25 SECONDS WEST, 40.00 FEET; THENCE, NORTH 37 DEGREES 36 MINUTES 19 SECONDS WEST, 105.97 FEET; THENCE, NORTH 67 DEGREES 31 MINUTES 59 SECONDS EAST, 94.44 FEET; THENCE, NORTH 23 DEGREES 44 MINUTES 49 SECONDS WEST, 112.55 FEET; THENCE, NORTH 65 DEGREES 17 MINUTES 40 SECONDS WEST, 66.81 FEET; THENCE, NORTH 23 DEGREES 44 MINUTES 49 SECONDS WEST, 172.29 FEET; THENCE, NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, 323.19 FEET; THENCE, NORTH 66 DEGREES 15 MINUTES 11 SECONDS EAST, 109.45 FEET; THENCE, SOUTH 82 DEGREES 30 MINUTES 47 SECONDS EAST, 30.14 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 28 MINUTES 44 SECONDS, AN ARC DISTANCE OF 56.44 FEET (NORTH 16 DEGREES 43 MINUTES 35 SECONDS EAST, 56.20 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, NORTH 64 DEGREES 02 MINUTES 03

SECONDS WEST, 22.27 FEET; THENCE, NORTH 28 DEGREES 45 MINUTES 32 SECONDS WEST, 123.95 FEET; THENCE, NORTH 61 DEGREES 14 MINUTES 28 SECONDS EAST, 490.94 FEET; THENCE, NORTH 46 DEGREES 50 MINUTES 12 SECONDS EAST, 147.94 FEET; THENCE, NORTH 47 DEGREES 49 MINUTES 59 SECONDS EAST, 42.88 FEET; THENCE, SOUTH 47 DEGREES 34 MINUTES 29 SECONDS EAST, 147.82 FEET; THENCE, SOUTH 30 DEGREES 02 MINUTES 22 SECONDS EAST, 73.33 FEET; THENCE, SOUTH 01 DEGREES 36 MINUTES 38 SECONDS WEST, 165.76 FEET; THENCE, SOUTH 71 DEGREES 02 MINUTES 01 SECONDS WEST, 210.42 FEET; THENCE, SOUTH 22 DEGREES 24 MINUTES 01 SECONDS EAST, 148.52 FEET; THENCE, SOUTH 23 DEGREES 55 MINUTES 53 SECONDS WEST, 72.41 FEET; THENCE, SOUTH 22 DEGREES 24 MINUTES 01 SECONDS EAST, 110.00 FEET; THENCE, NORTH 67 DEGREES 35 MINUTES 59 SECONDS EAST, 80.05 FEET; THENCE, NORTH 88 DEGREES 15 MINUTES 16 SECONDS EAST, 108.28 FEET; THENCE, SOUTH 10 DEGREES 56 MINUTES 13 SECONDS EAST, 42.23 FEET; THENCE, NORTH 80 DEGREES 06 MINUTES 16 SECONDS EAST, 147.70 FEET; THENCE, NORTH 45 DEGREES 01 MINUTES 32 SECONDS EAST, 151.59 FEET; THENCE, SOUTH 61 DEGREES 36 MINUTES 50 SECONDS EAST, 112.03 FEET; THENCE, NORTH 79 DEGREES 41 MINUTES 30 SECONDS EAST, 16.03 FEET; THENCE, NORTH 35 DEGREES 26 MINUTES 55 SECONDS EAST, 53.66 FEET; THENCE, SOUTH 56 DEGREES 00 MINUTES 55 SECONDS EAST, 58.36 FEET; THENCE, SOUTH 12 DEGREES 44 MINUTES 55 SECONDS EAST, 115.00 FEET; THENCE, SOUTH 00 DEGREES 47 MINUTES 48 SECONDS WEST, 58.58 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 47 MINUTES 37 SECONDS, AN ARC DISTANCE OF 73.80 FEET (SOUTH 86 DEGREES 38 MINUTES 54 SECONDS WEST, 73.47 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, SOUTH 77 DEGREES 15 MINUTES 05 SECONDS WEST, 9.51 FEET; THENCE, SOUTH 12 DEGREES 44 MINUTES 55 SECONDS EAST, 123.79 FEET; THENCE, SOUTH 44 DEGREES 00 MINUTES 00 SECONDS WEST, 122.60 FEET TO THE POINT OF BEGINNING.

PHASE 1 - PARCEL "F"

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5; THENCE, ON THE NORTH LINE THEREOF, ALSO BEING THE LINE DIVIDING CLAY COUNTY AND DUVAL COUNTY, SOUTH 89 DEGREES 49 MINUTES 27 SECONDS WEST, 2824.73 FEET; THENCE, SOUTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, 1459.83 FEET TO A POINT ON A CURVE HAVING A RADIAL BEARING OF NORTH 57 DEGREES 32 MINUTES 31 SECONDS EAST, ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF OAKLEAF VILLAGE PARKWAY, A RIGHT-OF-WAY OF VARIED WIDTH, AND THE POINT OF BEGINNING; THENCE, SOUTH 57 DEGREES 39 MINUTES 38 SECONDS WEST, 139.86 FEET; THENCE, SOUTH 63 DEGREES 32 MINUTES 55 SECONDS WEST, 50.26 FEET; THENCE, SOUTH 62 DEGREES 05 MINUTES 12 SECONDS WEST, 467.14 FEET; THENCE, SOUTH 46 DEGREES 09 MINUTES 52 SECONDS WEST, 50.45 FEET; THENCE, SOUTH 49 DEGREES 35 MINUTES 00 SECONDS WEST, 265.05 FEET; THENCE, NORTH 88 DEGREES 32 MINUTES 21 SECONDS WEST, 67.15 FEET; THENCE, SOUTH 49 DEGREES 35 MINUTES 00 SECONDS WEST, 115.00 FEET; THENCE, NORTH 40 DEGREES 25 MINUTES 00 SECONDS WEST, 65.92 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 38 DEGREES 37 MINUTES 00 SECONDS, AN ARC DISTANCE OF 33.70 FEET (SOUTH 08 DEGREES 50 MINUTES 24 SECONDS WEST, 33.07 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF REVERSE CURVE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 127 DEGREES 38 MINUTES 31 SECONDS, AN ARC DISTANCE OF 267.33 FEET (SOUTH 53 DEGREES 21 MINUTES 10 SECONDS WEST, 215.38 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF REVERSE CURVE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 52 DEGREES 16 MINUTES 54 SECONDS, AN ARC DISTANCE OF 45.62 FEET (NORTH 88 DEGREES 58 MINUTES 02 SECONDS WEST, 44.06 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, SOUTH 36 DEGREES 38 MINUTES 50 SECONDS EAST, 127.40 FEET; THENCE, SOUTH 46 DEGREES 50 MINUTES 12 SECONDS WEST, 147.94 FEET; THENCE, SOUTH 61 DEGREES 14 MINUTES 28 SECONDS WEST, 490.94 FEET; THENCE, NORTH 28 DEGREES 45 MINUTES 32 SECONDS WEST, 20.10 FEET; THENCE, SOUTH 81 DEGREES 18 MINUTES 58 SECONDS WEST, 75.08 FEET; THENCE, NORTH 86 DEGREES 10 MINUTES 21 SECONDS WEST, 54.01 FEET; THENCE, SOUTH 83 DEGREES 08 MINUTES 21 SECONDS WEST, 61.84 FEET; THENCE, NORTH 36 DEGREES 37 MINUTES 20 SECONDS WEST, 197.26 FEET; THENCE, NORTH 42 DEGREES 19 MINUTES 53 SECONDS EAST, 87.52 FEET; THENCE, NORTH 10 DEGREES 47 MINUTES 51 SECONDS WEST, 4.63 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 67 DEGREES 22 MINUTES 24 SECONDS, AN ARC DISTANCE OF 70.55 FEET (NORTH 45 DEGREES 30 MINUTES 57 SECONDS EAST, 66.56 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, NORTH 11 DEGREES 49 MINUTES 45 SECONDS EAST, 75.88 FEET; THENCE, NORTH 03 DEGREES 58 MINUTES 31 SECONDS EAST, 168.34 FEET; THENCE, NORTH 05 DEGREES 21 MINUTES 38 SECONDS WEST, 149.93 FEET; THENCE, NORTH 04 DEGREES 27 MINUTES 34 SECONDS EAST, 180.15 FEET; THENCE, NORTH 06 DEGREES 58 MINUTES 59 SECONDS EAST, 53.44 FEET TO A POINT OF CURVATURE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 62 DEGREES 05 MINUTES 13 SECONDS, AN ARC DISTANCE OF 86.69 FEET

NORTH 08 DEGREES 01 MINUTES 35 SECONDS EAST, 82.51 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, NORTH 69 DEGREES 04 MINUTES 12 SECONDS EAST, 155.63 FEET; THENCE, SOUTH 82 DEGREES 45 MINUTES 16 SECONDS EAST, 62.99 FEET; THENCE, SOUTH 19 DEGREES 34 MINUTES 22 SECONDS EAST, 63.02 FEET; THENCE, NORTH 74 DEGREES 48 MINUTES 44 SECONDS EAST, 66.65 FEET; THENCE, NORTH 85 DEGREES 40 MINUTES 36 SECONDS EAST, 304.71 FEET; THENCE, NORTH 44 DEGREES 13 MINUTES 12 SECONDS EAST, 50.30 FEET; THENCE, NORTH 14 DEGREES 14 MINUTES 32 SECONDS EAST, 123.90 FEET; THENCE, SOUTH 80 DEGREES 57 MINUTES 53 SECONDS EAST, 55.62 FEET; THENCE, NORTH 50 DEGREES 25 MINUTES 52 SECONDS EAST, 65.00 FEET; THENCE, SOUTH 39 DEGREES 34 MINUTES 08 SECONDS EAST, 60.00 FEET; THENCE, NORTH 50 DEGREES 25 MINUTES 52 SECONDS EAST, 118.22 FEET; THENCE, NORTH 15 DEGREES 26 MINUTES 21 SECONDS EAST, 61.03 FEET; THENCE, NORTH 50 DEGREES 16 MINUTES 12 SECONDS EAST, 75.00 FEET; THENCE, SOUTH 39 DEGREES 34 MINUTES 08 SECONDS EAST, 110.21 FEET; THENCE, SOUTH 36 DEGREES 58 MINUTES 02 SECONDS EAST, 50.05 FEET; THENCE, SOUTH 39 DEGREES 34 MINUTES 08 SECONDS EAST, 125.46 FEET; THENCE, NORTH 59 DEGREES 08 MINUTES 59 SECONDS EAST, 235.17 FEET; THENCE, NORTH 00 DEGREES 17 MINUTES 09 SECONDS EAST, 126.77 FEET; THENCE, NORTH 54 DEGREES 01 MINUTES 07 SECONDS EAST, 25.29 FEET; THENCE, NORTH 41 DEGREES 03 MINUTES 29 SECONDS EAST, 106.74 FEET; THENCE, SOUTH 89 DEGREES 02 MINUTES 11 SECONDS EAST, 138.09 FEET; THENCE, SOUTH 64 DEGREES 49 MINUTES 21 SECONDS EAST, 75.98 FEET; THENCE, NORTH 26 DEGREES 00 MINUTES 00 SECONDS WEST, 297.41 FEET; THENCE, NORTH 68 DEGREES 42 MINUTES 29 SECONDS EAST, 29.89 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID OAKLEAF VILLAGE PARKWAY; THENCE, ON SAID RIGHT-OF-WAY LINE, SOUTH 26 DEGREES 59 SECONDS EAST, 409.65 FEET TO A POINT OF CURVATURE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 88 DEGREES 06 MINUTES 11 SECONDS, AN ARC DISTANCE OF 46.13 FEET (SOUTH 18 DEGREES 02 MINUTES 06 SECONDS WEST, 41.72 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, SOUTH 62 DEGREES 05 MINUTES 12 SECONDS WEST, 19.93 FEET; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, SOUTH 27 DEGREES 54 MINUTES 48 SECONDS EAST, 80.00 FEET; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, NORTH 62 DEGREES 05 MINUTES 12 SECONDS EAST, 20.00 FEET TO A POINT OF CURVATURE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 87 DEGREES 31 MINUTES 05 SECONDS, AN ARC DISTANCE OF 45.82 FEET (SOUTH 74 DEGREES 09 MINUTES 16 SECONDS EAST, 41.50 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF REVERSE CURVE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1580.52 FEET AND A CENTRAL ANGLE OF 02 DEGREES 03 MINUTES 45 SECONDS, AN ARC DISTANCE OF 56.90 FEET (SOUTH 31 DEGREES 25 MINUTES 36 SECONDS EAST, 56.90 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING.

EXHIBIT B

Common Area

No Common Area is designated as of the date of recording this Declaration.

CONSENT AND JOINDER OF MORTGAGEE

WACHOVIA BANK, NATIONAL ASSOCIATION ("Mortgagee") is the holder of those certain Mortgages and Security Agreements ("Mortgages") recorded in Official Records Book 2049, at page 1362 and in Official Records Book 2068, at page 1576, both of the public records of Clay County, Florida. Mortgagee joins in the foregoing Declaration of Covenants and Restrictions for OakLeaf Village at OakLeaf Plantation to which this Consent is attached ("Declaration") to evidence its consent and joinder to the provisions of the Declaration and its agreement that its security interest as evidenced by the Mortgages shall be subordinated thereto.

Signed, sealed and
delivered in the
presence of:

**WACHOVIA BANK, NATIONAL
ASSOCIATION**

Gordon Elderice
Name Printed: Gordon Elderice

By: Susan S. Beaugrand
Susan S. Beaugrand
(Print Name)

Ran Ferguson
Name Printed: Ran Ferguson

Title: Vice President

STATE OF FLORIDA)
)ss
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 17th day of September, 2002, by Susan S. Beaugrand, the Vice President of **WACHOVIA BANK, NATIONAL ASSOCIATION**, on behalf of the association. ~~He~~ She is personally known to me or has produced _____ as identification.



Christa B. Wood
MY COMMISSION # CC992436 EXPIRES
January 8, 2005
BONDED THRU TROY FARM INSURANCE, INC.

Christa B. Wood
(Print Name Christa B. Wood)
NOTARY PUBLIC, State of Florida at Large.
Commission No. _____
My Commission Expires: _____