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Prepared by and return to:  
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Jacksonville, Florida 32257

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HARBOR ISLAND**

THIS DECLARATION is made on the date hereinafter set forth by  
HUTSON LAND COMPANY, INC., a Florida corporation, hereinafter  
referred to as "Declarant".

**W I T N E S S E T H:**

WHEREAS, Declarant is the owner of all those certain proper-  
ties in Clay County, Florida, being more particularly described as:

HARBOR ISLAND, UNIT ONE, according to the plat thereof  
recorded in Plat Book 28, pages 37, 38, 39, 40, 41,  
42, 43, 44, 45 and 46, of the  
public records of Clay County, Florida.

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,  
agreements 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. Any person accepting a deed to any portion of  
the property shall be deemed to have agreed to all of the ease-  
ments, restrictions, covenants and agreements as set forth herein.

**ARTICLE I - DEFINITIONS**

1. "Association" shall mean and refer to the Harbor Island  
Owners Association, Inc., a Florida corporation not for profit, its  
successors and assigns.

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.

3. "Properties" and "Property" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Future Development Property" shall mean and refer to properties adjacent or contiguous to the Property which may be annexed to the Property as Declarant may determine. Annexation shall be accomplished by Declarant recording an amendment to this Declaration describing the property to be annexed and any special or different restrictions which may apply to any particular property so annexed.

5. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Declarant may hereafter convey portions of the properties to the Association to constitute additional Common Areas but shall have no obligation to do so.

6. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the properties described above.

7. "Declarant" shall mean and refer to Hutson Land Company, Inc., and any person or entity to whom Declarant shall assign its rights and duties under this Declaration.

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

9. "Builder" shall mean and refer to any individual or entity duly licensed and qualified in the State of Florida for the construction of residential dwellings who purchases a Lot or Lots in the subdivision for the sole purpose of constructing a residential dwelling for sale to an Owner.

10. "Plat" shall mean and refer to that certain real property described in the recorded subdivision plat or plats of the Properties as recorded in Plat Book \_\_\_\_\_, pages \_\_\_\_\_, of the public records of Clay County, Florida. This definition shall be expanded to include any Future Development Property described in any platted property which is annexed as hereinafter provided.

11. "Nature Trail Easement" shall mean and refer to that certain easement granted to the Association in that certain Nature Trail Easement recorded in Official Records Book 1539, page 0327, of the public records of Clay County, Florida, a copy of which is attached to this Declaration as Exhibit "A". Where appropriate, the Nature Trail Easement shall be considered as part of the Common Area.

12. "Upland Temperate Hammock" shall mean and refer to that certain real property described in Exhibit "B" attached hereto. Said real property will be conveyed to the Association (subject to a reserved drainage easement which is more particularly described on the attached Exhibit "B") for use as a passive recreation area, and said use shall be subject to all of the restrictions imposed by the U. S. Army Corps of Engineers as set forth in the Grant of Conservation Easement recorded in Official Records Book 1541, page 0677, of the public records of Clay County, Florida, a copy of which is attached hereto as Exhibit "C".

"Preservation Parcel" shall mean and refer to Tract 38 as shown on the plat of Harbor Island Unit One which is to be conveyed to the Association.

Both the Upland Temperate Hammock and the Preservation Parcel shall be subject to the conditions enumerated in that certain development order issued by the Department of Community Affairs and recorded in Official Records Book 0975, page 607 (specifically referenced at page 627), as amended in Official Records Book 1449, page 0583 (specifically referenced at page 0585), of the public records of Clay County, Florida.

#### ARTICLE II - PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner and the Association shall have a right and easement of enjoyment in and to any 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 hereafter situated upon any Common Area;

b) the right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any owner for any period during which any assessment against such owner's lot remains unpaid and for a period not to exceed 60 days for any infraction of the Association's 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 its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds of all votes eligible to be cast.

d) The right of Declarant and the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas for the installation, maintenance and inspection of the utility and drainage systems, and for ingress, egress and access.

e) The right of Declarant or Association to acquire, extend, terminate and abandon easements.

2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, such owner's right of enjoyment to the Common Area and facilities to the members of such owner's family, tenants, or contract purchasers who reside on the property.

3. Damage or Destruction of Common Areas by Owner. In the event any Common Area, facilities or personal property of the Association or of Declarant are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner hereby agrees to pay the Association or Declarant to repair the damage. Such repairs shall be performed in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Declarant or Association. Payment of the amount necessary for such repairs shall be the responsibility of such Owner and shall become a special assessment against that Owner's Lot and shall be payable promptly upon receipt of the charges from the Association or Declarant.

4. Title to Common Area. Declarant may retain title to the Common Area or any portion thereof until such time as it has completed all improvements thereto. Declarant hereby covenants that it shall convey the Common Area to the Association subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Declarant shall reserve the right, after conveyance to the Association, to enter upon such Common Area for the purpose of construction of additional facilities, alteration of existing facilities, or creation of new easements or modification of preexisting easements, or to exercise any other rights provided for elsewhere herein. Each Owner's obligation to pay Association

assessments shall commence upon purchase of a Lot, notwithstanding that the Common Area has not then been conveyed to the Association.

The title to the Common Areas, as aforementioned, inures to the benefit of the Association either through the dedication of the Plat or by conveyance previously or subsequently made by the appropriate grantor to the Association. No member of the Association shall be allowed access to any of the Association lands that abut the lake (retention/detention area) except for those members of the Association or its designated persons that utilize said access for purposes of the Association's obligation to maintain said areas and also subject to the easement set forth in paragraph 31, Article V, of this Declaration. However, said restriction shall not apply to those Association lands that lie between Tract 45 as shown on the Plat of Harbor Island Unit One and the lake (retention/detention area) located in Tract 37 on said plat. The Association may mandate rules and regulations that regulate the access from the aforementioned Tract 45 to Tract 37.

### ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

1. Assessment. 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.

2. Membership. 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 shall be the Declarant and shall have six hundred (600) votes. Upon the annexation of any Future Development Property, the number of votes of the Class B member may be increased by stating the new number of votes in the amendment

annexing the additional property. 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 Declarant has conveyed one hundred percent (100%) of the lots in the Property or Future Development Property; or

b) when Declarant requests that Class B membership be converted to Class A membership.

3. Association Duties and Powers. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association bylaws and articles of incorporation, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgments of the Board of Directors are necessary or desirable to (i) operate and maintain the stormwater and surface water management systems and other drainage structures and facilities within the Property; and (ii) to maintain architectural control pursuant to the provisions of this Declaration; and (iii) to maintain the Nature Trail Easement area in compliance with the terms and provisions set forth in the instrument conveying said easement to the Association.

#### ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for 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 to the Association: 1) annual assessments or charges, and (2) special assessments for capital improvements or maintenance, 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 lot 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. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

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; for the improvement and maintenance of the common areas, perimeter fence, entranceway, entrance sign, and islands in roadways, if any; and for the improvement and maintenance of the stormwater and/or surface water management system. The Association shall be responsible for the maintenance, operation and repair of the surface water and/or stormwater management system and shall have the right to utilize the drainage easements shown on the plat for such purpose. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District. The Association shall execute any minutes or other documents required to cause the permit(s) to be transferred to it from the Declarant, and accepting complete responsibility for the St. Johns River Water Management District permits for the Property.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be \$95.00 per year per lot.



a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased each year but not more than 10% 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 assessment may be increased more than 10% by a vote of two-thirds of the members who are voting in person or by proxy, at a meeting duly called for such purpose.

c) The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon any common area, including fixtures and personal property related thereto; provided that any such special assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose.

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 60% of all the votes 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 of the required quorum at the preceding meeting. No such

subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a quarterly basis or as determined by the Board of Directors.

7. Date of Commencement of Annual Assessments. Due Dates: The annual assessments provided for herein shall commence as to all lots on the date of the recording of this Declaration in the public records of Clay County, Florida. No lot owned by the Declarant or a Builder shall be subject to any assessment until a residence has been constructed thereon and occupied. Model homes are specifically exempt. 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 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 or not 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.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% 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 involved, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner's lot.

9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any institutional 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 assessment as to payments which became 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 - LAND USE AND BUILDING TYPE

1. Land Use and Building Type. No one other than Declarant shall use any lot except for residential purposes. Unless otherwise specifically allowed or permitted under these covenants, no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height. No outbuilding or other structure at any time situate on said land shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business or manufacturing purposes, and no duplex residence, garage apartment or apartment house shall be erected or placed on or allowed to occupy said land.

2. Declarant's Right to Resubdivide, Replat or Assign. Declarant shall have the right to resubdivide or replat any of the said land or lots owned by it. In the event any of said land is resubdivided or replatted for rights-of-way for roads, streets or easements, none of the restrictions contained herein shall apply to the portions thereof used for such purposes. Declarant shall have the right to assign to any person or corporation its rights and duties under these covenants.

3. Storm/Surface Water Management. The St. Johns River Water Management District has jurisdiction over this subdivision and has issued Stormwater Discharge Permit No. 4-019-0077M authorizing

construction and operation of a stormwater and/or surface water management system to serve the subdivision. No alteration to any part of the aforementioned system, including but not limited to, lake (retention/detention area), swales, berms and pipes, will be allowed without the written consent of Declarant and the St. Johns River Water Management District. All clearing, grading and other construction activities must comply with the terms and conditions of the said permit. Specifically, the owners of lots requiring rear yard treatment berms pursuant to the terms of the permit shall be responsible for the continuing maintenance and compliance with said permit. The Association shall have the right and easement to enter upon any Lot to bring said Lot into compliance and to levy a special assessment against the Lot for any costs incurred as a result thereof.

4. Sidewalks. When a dwelling is constructed on any lot, or within twenty-four months from the initial purchase of any lot, the lot owner must also construct a sidewalk on that lot if a sidewalk is shown on the city or county approved engineering plan for the subdivision. All sidewalks must conform to city or county standards.

5. Garage. Each home shall have an attached one or two car garage. No garage shall be permanently enclosed or converted to another use. All one-car garages shall contain at least 200 square feet and all two-car garages shall contain at least 400 square feet of usable space appropriate for parking automobiles. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use. Carports will not be permitted.

6. Outbuildings. No outbuilding shall be erected, placed or altered on any lot without the prior approval of the Architectural Control Committee.

7. Construction and Alterations Subject to Approval of Architectural Control Committee (the "ACC"). No residence,

structure, wall or swimming pool shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. No exposed block or built up roof will be permitted in the construction of any dwelling. Approval shall be as provided in paragraph 25 below. No outbuildings or drives, walks, fences, walls or swimming pools shall be erected or constructed on any lot prior to the erection or construction of a permanent residence thereon. No fence, wall, bulkhead, dock or structure of any kind will be permitted below the top of the slope of the bank of any lake (retention/detention area) as shown on the final survey on waterfront lots without the prior approval of the ACC. Said approval shall be in writing and shall specify the exact nature, size, location and appearance of any such exception. The decision to grant such exception is discretionary with the ACC and shall be capable of being withdrawn should the terms and conditions set forth by the ACC not be complied with by the lot owner to whom such exception is granted. The decision to grant such exception is discretionary with the ACC and the decision to not grant such an exception shall not be subject to judicial review. The ACC shall implement design and construction standards described in the development orders for the Pace Island Florida Quality Development, as recorded in the public records of Clay County, Florida.

8. Dwelling Size. Unless specifically approved in writing by the ACC, no dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 1200 square feet for a one-story dwelling and at least 750 square feet for the ground floor of a dwelling of more than one story, with at least 1200 square feet for both stories combined. The ACC shall be

empowered to allow a 20% variance in the above mentioned square footages.

9. Building Location. The location of the building on the lot shall conform to the zoning requirements of the appropriate zoning authorities as currently existing or as hereinafter amended by Clay County. Proposed variances shall require the prior approval of the Declarant as well as the appropriate zoning authorities.

10. Lot Area. No dwelling shall be erected or placed on any lot having an area of less than that allowed under applicable zoning regulations. Lots shown on the plat of the Property shall be deemed to be in compliance with this provision.

11. Nuisances. 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.

12. Recreational and Commercial Vehicles. No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any lot subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a lot and screened from view of passing motorists and neighboring lots, but not placed in the side yard of a corner lot on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the lots. For purposes of this paragraph, a vehicle which is a 3/4 ton or less truck used as transportation to and from the lot owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted unless specifically approved by the Architectural Review Committee.

13. Temporary Structures. No structure of a temporary character, trailer, tent, motorized home, shack, garage, barn or

other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

14. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building plot.

15. Mailboxes. The installation, location and design of all mailboxes (and standards, brackets and name signs for such boxes) shall conform to the requirements and guidelines of the United States Postal Service.

16. Fences. All fences shall be constructed of and shall have a permanent appearance of natural wood unless otherwise approved by the ACC. All fences must be approved by the ACC prior to installation. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear of the house or the side of the house in the case of a corner lot unless approved by the ACC and in no event shall any fence exceed a maximum height of six (6) feet or be lower than a minimum height of five (5) feet unless approved by such committee. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the ACC to make the determination as to whether or not a fence is pleasing in appearance as provided herein. Chain link fences shall not be permitted. Declarant reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.

17. Signs. No sign of any kind shall be displayed to the public view on any lot without the prior written approval of the ACC except one sign of not more than two square feet advertising the property for sale, or after one (1) year from the closing date on the Lot, one sign of not more than two (2) square feet advertis-

ing the property for rent. Signs used by a builder to advertise the property during the construction and sales period must be approved by the ACC prior to being displayed. The entranceway identification sign shall be exempt from this provision and shall remain for the enjoyment of the owners of all Lots. The ACC shall have the right to promulgate standards for the quality, size, appearance, location and type of all signs to be displayed to public view.

18. Clotheslines. No clotheslines or other clothes drying facility shall be permitted in any Common Areas, or any area of a lot where the same may be visible from any street or other lot.

19. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

20. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in reasonable numbers may be kept provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems.

21. Exterior Appearance and Maintenance. Every house and lot shall be maintained so as to present a pleasing appearance. Window coverings and decorations shall be of conventional materials, e.g. draperies, blinds or shutters. Windows shall not be covered with aluminum foil, paper, or the like. Lawns shall be maintained in a neat manner. Houses shall be kept in reasonable repair and excessive visible deterioration shall not be allowed.

22. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other



waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick up days.

23. Motorists' Vision to Remain Unobstructed. The Declarant shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgment and opinion of the Declarant, obstruct the vision of motorists upon any of the streets.

24. Landscaping. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the ACC, EXCEPT those areas where buildings and other improvements shall be located; i.e. homes, patios, driveways, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. Notwithstanding the foregoing, trees in excess of six inches (6") in diameter at breast height may not be removed without the express written consent of the ACC. All disturbed areas on any lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance and to prevent the growth of weeds. It is the responsibility of each lot owner whose lot abuts a lake (retention/detention area) to maintain the bank of the lake (retention/detention area) from said owner's lot line to the waters' edge and an easement is hereby granted to each such owner for such purpose. It is the responsibility of each lot owner to seed or sod and maintain the area between the property line of his lot and any streets. It is the responsibility of each lot owner to prevent erosion on all areas of his lot, including easements, by sodding, seeding and mulching, or other methods which may be deemed appropriate.

25. Architectural Control Committee ("ACC").

a) Membership. The ACC shall be composed of three (3) persons appointed by Declarant. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. So long as Declarant owns any lots in the Property or Future Development Property, Declarant shall have the right to appoint the members of such committee. At any time after Declarant has sold all lots or has waived, in writing, its right to appoint such committee members, the Association shall elect the members of the committee.

b) Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after all plans and specifications requested by the ACC have been submitted to it, approval will not be required and the requirements of the related covenants shall be deemed to have been fully complied with.

26. Utility Lines. All water, sewer, electrical, telephone, television, gas and other utility lines shall be placed underground. No antennas or satellite dishes of any kind shall be placed on any lot.

27. Air Conditioning Units. No air conditioning units may be installed in any window.

28. Roadways. No one, other than Declarant, shall use any lot or any portion thereof for roadway purposes and no one, other than Declarant, shall construct a driveway upon any lot except to serve the lot upon which it is constructed. Unless approved in writing by the ACC, only one driveway per lot, said driveway serving the garage on the lot, shall be permitted.

29. Utility Provisions. Diversified Utilities and/or Kingsley Services, or their successors, have the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any of the lots or tracts to provide water for use within the structures to be built. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard and garden of any lot or tract or to be used exclusively for irrigation. All sewage from any building must be disposed of through the sewage lines owned or controlled by said utility providers, their successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The providing utility companies have a non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described in this Declaration and the plat of the Property for the purpose of ingress, egress and installation and/or repair of water and sewage facilities.

30. Drainage and Utility Easements. The Declarant hereby reserves unto itself and grants to the Harbor Island Owners Association, Inc. a perpetual, non-exclusive, alienable and releasable privilege and right on, across and under the ground to construct, maintain and use electric, telephone, wires, cables, conduits, sewer, water mains or pipes, drainage swales or pipes, and other suitable equipment for the conveyance and use of electricity, telephone, water or other public conveniences or utilities on, in or over a 7.5 foot strip at the back and side of each Lot as well as the private and drainage easements on the plat. A release of the 7.5 foot strip reserved easement is hereby granted where any portion of a dwelling constructed by Declarant or a Builder encroaches onto said 7.5 foot strip easement. The Declarant shall have the unrestricted right and power to release said easement. The granting of easements as contained in this

paragraph shall be subordinate to the Declarant's right to assign said easement(s) to appropriate governmental authorities or other parties should the Declarant desire to assign said easement rights. Additionally, said easements as granted in this paragraph shall be subordinate to the restrictions of any Conservation Easement areas wherever these easements fall into such areas, if any.

31. Easement to Owners. Each owner of a lot which abuts any tract that is designated on the plat that contains within said tract a lake (retention/detention area) is hereby granted an exclusive easement for purposes of access to the edge of the water of the aforementioned retention/detention area. Said exclusive easement shall lie on those lands that lie between said lot owner's boundary line and the edge of the water of the retention/detention area. Said easement, however, is not exclusive to the rights of the Association to enter upon such area as necessary for maintenance of the surface water or stormwater management system or to any drainage or utility easements which have been or may be granted over such area.

32. Enforcement. Any person owning any portion of the above described lands or the St. Johns River Water Management District, its successors or assigns, may institute proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or, in the case of the St. Johns River Water Management District, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system, either to restrain any existing or threatened violation or to recover damages. Additionally, the Association shall have the right but not the obligation to enforce the provisions of this Declaration.

33. Severability. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

34. Indemnification. The owner or owners of all lots abutting the lake (retention/detention area) within the Property shall, by virtue of having acquired said lots subject to these covenants and restrictions, be deemed to have assumed all of the obligations and responsibilities of Declarant, as set forth in the plat of the Property, and have agreed to indemnify Declarant and save Declarant harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury, or property damage, or any other damage arising from or out of any occurrence in, upon or at or from the lake (retention-/detention area) as shown on the Plat, or any part thereof, or occasioned wholly or in part by any act or omission of owners, owners' agents, contractors, employees, servants, licensees, or concessionaires with the property.

35. Reservation for Subdivision Improvements. Hutson Land Company, Inc. reserves the right to enter any lot for the purpose of completing or correcting subdivision improvements as required by agencies of the City, County, State or Federal government.

36. Jurisdictional Areas. Those areas designated on the plat as "Composite Wetland Jurisdictional Area" are under the jurisdiction of and governed by one of more of the following: the Florida Department of Environmental Protection, the St. Johns River Water Management District, and the U. S. Army Corps of Engineers, or their successors. All development activity, including but not limited to clearing, construction of improvements, placement of pervious or impervious surfaces, landscaping, or any other activity which alters said area from its existing natural condition, is specifically prohibited in such areas unless such activity complies with the aforementioned agencies' rules and regulations and is approved by the Declarant, its successors or assigns. This provision shall be enforceable by any of the aforesaid agencies or by the Declarant, its successors and assigns.

37. Duration. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date upon which this Declaration is recorded in the public records of Clay County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the then Owners holding 75% of the total voting power in the Association shall have been recorded, agreeing to terminate the Declaration. Unless this Declaration is terminated in accordance with this Section, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

38. Amendment. The Declarant reserves and shall have the sole right to: a) amend these covenants and restrictions so long as the Declarant owns at least one (1) lot within the subdivision including any planned lots within any Future Development Property; b) to amend these covenants and restrictions at any time if, in the discretion of the Declarant, such amendment is necessary to comply with the aforementioned St. Johns River Water Management District permit; c) to waive as to any lot any provisions of the covenants and restrictions; and d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole opinion, deems such violations to be insubstantial violations or if Declarant, in its sole opinion, deems such violations necessary for construction and/or sales. Declarant may assign its right to release such violations.

Subject to the above rights and to the exceptions hereinafter set forth, this Declaration may be amended by an instrument signed by not less than 75% of the lot owners. The above rights of amendment are subject to the following:

(i) Any amendment to this Declaration which alters any provision relating to the surface water or stormwater management system(s), beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District; and

(ii) The following provisions of this Declaration may be amended or modified only with the prior written approval of the Florida Department of Community Affairs (the "DCA") or its successor agency under Chapter 380, Florida Statutes, as the same may be amended: Paragraphs 35, 37 and 38 of Article V. Any proposed amendment or modification to such provisions shall be delivered by certified mail to the DCA prior to recordation. Within thirty (30) days after its receipt of the proposed amendment or modification, the DCA shall inform in writing by certified mail the Declarant, the Association or the Owners, whichever has proposed the amendment or modification, of the DCA's approval or disapproval, or the DCA may request further information. Failure of the DCA to respond to a proposed amendment or modification within thirty (30) days shall be deemed an approval by the DCA. If, after a disapproval or request for further information by the DCA, the DCA and the entity proposed the amendment or modification are unable to agree upon the terms of an amendment or modification, such entity may make such submittal or applications as are necessary under Chapter 380, Florida Statutes, to obtain approval of a proposed change to a previously approved development order. This Section shall not apply or be construed as a limitation upon those rights of the Declarant, the Association or the Owners under

this Declaration to make amendments of modifications to provisions not enumerated in this Section.

39. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant or the Association or any person or persons owning any lot on said land (a) to proceed at law for the recovery of damages against those so violating or attempting to violate any of such covenants and restrictions; and (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any of such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent.

40. Vegetative Natural Buffer Easement. There shall be set aside a permanent vegetative natural buffer (the "Buffer") over that portion of the properties shown on the plats as "Buffer". This Buffer is a part of the surface water management system permitted by the St. Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite. The following activities are prohibited within this Buffer: filling or excavating, planting, sodding or removing



vegetation, irrigation, or construction of fences which impede the flow of surface water.

No alteration of the Buffer shall be authorized without prior written authorization from the St. Johns River Water Management District. Any damage to any Buffer, whether caused by natural or human-induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the owner(s) of the lot(s) upon which the Buffer is located.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 13 day of June, 1995.

Signed, sealed and delivered in the presence of:

Elinore C. Cox  
ELINORE C. COX  
Deborah H. Dunbar  
DEBORAH H. DUNBAR

HUTSON LAND COMPANY, INC.

By: [Signature]  
DONALD P. HINSON  
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13 day of June, 1995, by DONALD P. HINSON, as President of HUTSON LAND COMPANY, INC. on behalf of the corporation. He is personally known to me.

Elinore C. Cox  
Notary Public, State of Florida

My commission expires:

ELINORE C. COX  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires Nov. 15, 1997  
Commission No. CC 330435

June 9, 1995

9-15-00  
This document prepared by and  
after recording return to:

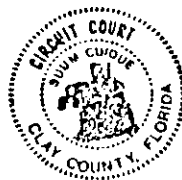
Karen M. Connell, Esquire  
Mahoney Adams & Criser, P.A.  
Post Office Box 4099  
Jacksonville, Florida 32201

Documentary Tax 93. \$ .70

Certificate # 596000553

John Keene, Clerk of Circuit Court

By Carrie Prevatt DC



Book: 1539  
Page: 0327  
Rec: 02/06/95  
01:53 P.M.  
File# 9503517  
John Keene  
Clerk Of Courts  
Clay County, FL

OR BOOK 1554 PAGE 1396

### NATURE TRAIL EASEMENT

THIS NATURE TRAIL EASEMENT (the "Easement") is made and entered into effective this 24th day of October, 1994, between PACE ISLAND, INC., a Florida corporation, as the successor in interest by operation of law of Pace Island, Ltd., a Florida limited partnership, whose address is 1733 Pace Island Trace, Orange Park, Florida 32073 ("Grantor") and HARBOR ISLAND OWNERS ASSOCIATION, INC., a Florida non-profit corporation, whose address is 11217 San Jose Boulevard, Jacksonville, Florida 32223 ("Grantee").

### R E C I T A L S:

A. Grantor owns property in Clay County, Florida (the "Grantor's Property"), which property is encumbered and burdened by, and more particularly described in that certain Conveyance of Development Right and Declaration of Conservation Covenants and Restrictions recorded on September 16, 1986 in Official Records Book 984, page 628, public records of Clay County, Florida (the "Conservation Easement");

B. Grantee desires an easement within a limited portion of the Grantor's Property to construct and maintain a nature trail easement to benefit Grantee and its successors and assigns who will be the residents in Grantee's development known as Harbor Island, which property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Grantee's Property");

C. Grantor desires to grant Grantee an easement for the nature trail and access as more particularly set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Recitals: The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Easement: Grantor hereby bargains, sells, grants, and conveys unto Grantee a non-exclusive perpetual Access Easement and Nature Trail Easement in, upon, under, and over that portion of Grantor's Property legally described and depicted in the sketch attached hereto as composite Exhibit B (the Access Easement and the Nature

20-04-26-01-3087-000-00

EXHIBIT "A"

Trail Easement collectively referred to as the "Easement Area"), which Easement Area is subject to all matters of public record, specifically including, but not limited to, the matters contained in that certain Conservation Easement described herein, and which easement is for the purposes set forth below:

As to the "Access Easement" - Pedestrian access, ingress, egress and passage for purposes of constructing, installing, cleaning, inspecting, repairing, and maintaining the Nature Trail Easement (hereafter described) located in, upon, under, and over the Access Easement area.

As to the "Nature Trail Easement" - Construction, installation, maintenance, and utilization of a pedestrian nature trail.

The Easement Area shall not be used in any manner prohibited by the Conservation Easement, and shall only be used in the manner permitted by the Conservation Easement. Notwithstanding the foregoing, to the extent that any water bodies exist within the Nature Trail Easement, Grantee shall only have the right to conduct fishing activities; it being understood that no other riparian rights shall be permitted such as boating, bathing, swimming and the like. Nothing contained in this Easement shall be deemed or construed to provide or guarantee any riparian rights to Grantee.

3. Non-Interference with Easement Area. Grantor shall not erect or permit the erection or maintenance of any obstructions upon the Grantor's Property that block, limit, or interfere with the Grantee's use of the Easement Area for the purposes described in paragraph 2 herein.

4. Maintenance and Indemnification. Grantee shall maintain the Easement Area at its own expense in good condition. Grantee hereby agrees to indemnify and hold harmless Grantor against any and all liability of any nature whatsoever (including reasonable attorneys' fees and costs, including fees and costs arising from appellate review) from any injury to person or damage to property arising in connection with its use of the Easement Area, or the location, construction, or maintenance of any improvement thereon.

5. Mechanics' Liens. No rights created herein shall permit or empower Grantee to encumber the Grantor's Property with liens arising from the construction, reconstruction, installation, maintenance, repair, or replacement of any improvements contemplated herein. If a mechanics' lien is placed on the Grantor's Property, then the Grantee shall promptly pay and remove the lien from the Grantor's Property or transfer the same to bond or other security. If the Grantee fails to pay or otherwise remove the lien within ten (10) days of actual notice, then Grantor, at its election, may pay and satisfy the lien or transfer the same to other security. If Grantor satisfies the lien, then the Grantee shall reimburse Grantor for any and all sums paid, including interest payable at twelve percent (12%) annual interest, and

including reasonable attorney's fees and costs.

6. Duration. The duration of this grant of Easement shall be perpetual unless sooner terminated by written agreement signed by both parties and recorded in the public records of Clay County, Florida.

7. Notices. Any notice required or permitted to be given pursuant to the terms of this Easement shall be in writing and hand delivered or sent certified mail, return receipt requested, postage prepaid, by U.S. Mail. Notice may also be sent by any reputable courier providing overnight delivery (such as Federal Express). Notices shall be effective upon delivery in the case of hand delivery or overnight courier. Notice sent via U.S. Mail shall be effective on the second business day after being placed in the U.S. Mail. The address for notices pursuant to this Easement are those set forth at the beginning of this Easement. Addresses for notices pursuant to this Easement may be changed by written notice given in accordance with the terms of this paragraph.

8. Individuals Benefitted. The terms of this Easement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns.

9. Recovery of Attorneys' Fees. In connection with any litigation, including appellate and bankruptcy proceedings, arising out of this Easement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs from the party not prevailing therein.

10. Miscellaneous. This Easement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Easement shall lie only in Clay County, Florida. This Easement may only be modified or supplemented in writing signed by both parties, or their successors and assigns, and any modification shall only take effect upon recordation of the signed instrument in the public records of Clay County, Florida.

11. Cumulative Remedies. No remedy conferred on a party in this Easement is intended to be exclusive of any other remedy herein or as provided by law.

12. No Dedication. Nothing contained herein shall create any rights in the general public.

IN WITNESS WHEREOF, Grantor has caused the foregoing Easement to be executed the day and year first above written.

Witnesses:

GRANTOR

PACE ISLAND, INC.,  
a Florida corporation

By: Susan D. Wood  
Name: Susan D. Wood  
Title: Vice President

Cheryl A. Moore  
Print Name: Cheryl A. Moore  
Kathleen A. Halter  
Print Name: Kathleen A. Halter

GRANTEE

HARBOR ISLAND OWNERS  
ASSOCIATION, INC.,  
a Florida non-profit corporation

By: John E. Zakoske  
Name: John E. Zakoske  
Title: Vice President

Elinore C. Cox  
Print Name: ELINORE C. COX  
Gregory A. Bonko  
Print Name: GREGORY A. BONKO

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February, 1995, by Susan D. Wood, as the Vice President of PACE ISLAND, INC., a Florida corporation, and who is either [check one]: ☒ personally known to me or \_\_\_\_\_ produced a Florida driver's license as identification.

Kathleen Anne Halter  
Print Name: Kathleen Anne Halter  
Notary Public, State of Florida  
Commission No.: CC 231916  
My Commission Expires: 10-25-96

[Notary Seal]



OFFICIAL SEAL  
KATHLEEN ANNE HALTER  
My Commission Expires  
Oct. 25, 1996  
Comm. No. CC 231916

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of January, 1995, by John E. Zakoske, as the Vice President of HARBOR ISLAND OWNERS ASSOCIATION, INC., a Florida non-profit corporation, and who is either [check one]: X personally known to me or \_\_\_\_\_ produced a Florida driver's license as identification.

Gregory A. Bowles  
Print Name: Gregory A. Bowles  
Notary Public, State of Florida  
Commission No.: Jan 30, 1996 #CC 177175  
My Commission Expires: Jan 30, 1996

[Notary Seal]

b:\nature4.cas



GREGORY A. BOWLES  
MY COMMISSION # CC 177175 EXPIRES  
January 30, 1996  
BONDED THRU TROY FAIR INSURANCE, INC.

OR BOOK 1539 PAGE 0331  
OR BOOK 1554 PAGE 1400

## EXHIBIT "A"

A PORTION OF PACE ISLAND UNIT ONE AS RECORDED IN PLAT BOOK 20.

PAGES 58 THROUGH 64 INCLUSIVE OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH

A portion of Section 20, 43 and 44, all lying in Township 4 South, Range 26 East, Clay County, Florida, being more particularly described as follows: BEGIN at the Southeast corner of Lot 28, Creighton Forest Unit Two, as recorded in Plat Book 4, Pages 35 and 36 of SAID Public Records of CLAY County; thence North 89°28'49" East, 1960.12 feet; thence South 37°49'28" West, 78.92 feet; thence South 32°12'37" West, 48.30 feet; thence South 05°06'53" West, 77.00 feet; thence South 17°35'59" East, 46.62 feet; thence South 18°36'38" West, 77.13 feet; thence South 07°08'10" West, 85.05 feet; thence South 46°17'40" West, 75.77 feet; thence North 86°11'18" West, 77.88 feet; thence South 06°03'40" West, 88.76 feet; thence South 43°03'36" West, 73.06 feet; thence South 32°11'11" West, 113.55 feet; thence South 47°30'35" West, 68.90 feet; thence South 77°38'05" East, 111.72 feet; thence South 84°51'06" East, 174.75 feet; thence North 16°36'08" East, 29.05 feet; thence North 32°31'39" East, 76.48 feet; thence North 14°02'19" East, 26.31 feet; thence North 22°14'23" West, 106.00 feet; thence North 39°22'10" East, 41.05 feet; thence North 04°20'35" East, 57.94 feet; thence North 57°44'14" East, 28.88 feet; thence North 41°42'26" East, 78.16 feet; thence North 20°30'49" East, 19.92 feet; thence North 09°25'44" East, 50.12 feet; thence North 26°10'52" East, 152.53 feet; thence North 27°17'33" East, 191.54 feet to the Southerly boundary of said Creighton Forest Unit Two; thence North 89°28'49" East, along last said line, 296.62 feet to the Westerly right-of-way line of U.S. Highway No. 17 and/or State Road No. 15 (as per S.R.D. Right-of-Way Map Section 71020-2505 and 2509, dated 5/10/65); thence Southwesterly along said Westerly right-of-way line, run the following three courses and distances: Course No. 1: South 06°28'52" West, 314.42 feet to the point of curvature of a curve leading Southwesterly; Course No. 2: thence along and around the arc of a curve concave Easterly, having a radius of 5629.58 feet, an arc distance of 243.32 feet, said arc being subtended by a chord bearing and distance of South 07°43'09" West, 243.30 feet to the point of tangency of said curve; Course No. 3: South 08°57'27" West, 2173.09 feet; thence North 59°31'09" West, 86.51 feet; thence South 70°37'05" West, 375.74 feet; thence North 03°09'20" West, 104.74 feet; thence North 41°19'23" West, 87.05 feet; thence North 57°22'04" West, 87.28 feet; thence North 35°35'47" West, 122.26 feet; thence North 87°56'38" East, 111.05 feet; thence North 56°38'34" East, 43.86 feet; thence North 76°10'43" East, 142.39 feet; thence North 13°38'09" East, 55.90 feet; thence North 44°29'48" East, 85.44 feet; thence North 11°28'52" East, 36.31 feet; thence North 18°46'14" West, 70.46 feet; thence North 41°17'58" West, 71.01 feet; thence North 88°56'37" West, 58.31 feet; thence South 52°58'03" West, 40.31 feet; thence North 74°55'35" West, 144.95 feet; thence South 79°30'44" West, 97.11 feet; thence South 57°42'01" West, 92.20 feet; thence North 83°03'52" West, 109.82 feet; thence South 84°05'33" West, 28.28 feet; thence North 30°21'05" West, 128.16 feet; thence North 86°29'57" West, 107.14 feet; thence North 17°31'56" West, 161.92 feet; thence North 70°15'05" West, 56.57 feet; thence North 59°40'16" West, 61.19 feet; thence North 80°07'40" West, 160.61 feet; thence South 84°24'02" West, 80.06 feet; thence North 46°22'18" West, 137.96 feet; thence North 00°50'26" West, 50.99 feet; thence North 05°01'32" West, 40.31 feet; thence North 19°54'57" West, 111.02 feet; thence North 51°57'22" West, 78.10 feet; thence North 04°57'08" East, 68.01 feet; thence North 21°34'35" West, 219.42 feet; thence North 31°48'01" West, 25.00 feet; thence North 56°04'01" West, 79.30 feet; thence North 25°21'33" West, 151.61 feet; thence South 86°37'49" West, 190.39 feet; thence North 03°08'22" West, 163.48 feet; thence North 40°08'53" East, 266.64 feet; thence North 60°28'31" West, 430.47 feet; thence South 53°01'17" West, 210.00 feet; thence North 38°41'52" West, 137.31 feet; thence South 69°02'25" West, 251.90 feet; thence South 50°32'25" West, 272.06 feet; thence North 39°27'35" West, 80.00 feet; thence North 81°29'38" West, 153.81 feet; thence South 62°35'39" West, 36.69 feet; thence South 32°09'09" West, 66.71 feet; thence North 67°30'21" West, 94.39 feet; thence South 89°56'35" West, 258.14 feet; thence North 25°11'51" West, 178.78 feet; thence North 26°32'04" West, 91.13 feet; thence North 79°12'19" East, 334.67 feet; thence North 62°01'55" East, 356.79 feet; thence South 81°43'47" East, 245.67 feet; thence North 42°05'07" East, 36.19 feet; thence North 21°13'00" East, 29.83 feet; thence North 11°57'57" West, 92.36 feet; thence North 17°24'33" West, 68.87 feet to the Southerly line of Lot 28, Creighton Forest Unit Two; thence North 89°28'49" East, along last said line, 793.57 feet to the POINT OF BEGINNING.

## EXHIBIT B

### INGRESS AND EGRESS EASEMENT

A portion of Sections 20 and 43, Township 4, South, Range 26 East, Clay County, Florida, and lying 80.00 feet left of, as measured at right angles, to the following described line:

COMMENCE at the Southeast corner of Lot 28, Creighton Forest Unit 2, as recorded in Plat Book 4, Pages 35 and 36 of said public records; thence North 89°28'49" East, along the Southerly boundary of said Creighton Forest Unit 2, a distance of 2427.65 feet, to the Westerly right-of-way line of U. S. Highway No. 17, State Road No. 15 (as per State Road Department Right-of-Way Map, Section 71020-2505 and 2509, dated 5-10-65); thence Southerly, along the Westerly right-of-way line of U. S. Highway No. 17, run the following three (3) courses and distances: COURSE NO. 1; thence South 06°28'52" West, 314.42 feet, to the point of curvature of a curve to the left: COURSE NO. 2; thence Southerly along and around the arc of said curve, concave Easterly, and having a radius of 5629.58 feet, an arc distance of 243.32 feet, said arc being subtended by a chord bearing and distance of South 07°43'09" West, 243.30 feet, to the point of tangency of said curve: COURSE NO. 3; thence South 08°57'27" West, 140.49 feet, to the point of curvature of a curve, leading Southwesterly; thence Southwesterly, along and around the arc of said curve, concave Northwesterly, and having a radius of 30.00 feet, an arc distance of 45.27 feet, said arc being subtended by a chord bearing and distance of South 52°11'07" West, 41.09 feet, to the point of reverse curvature of a curve, leading Westerly; thence Westerly, along and around the arc of said curve, concave Southerly, and having a radius of 455.26 feet, an arc distance of 237.80 feet, said arc being subtended by a chord bearing and distance of South 80°26'58" West, 235.10 feet, to the point of reverse curvature of a curve continuing Westerly; thence continue Westerly, along and around the arc of said curve, concave Northerly, and having a radius of 270.00 feet, an arc distance of 157.73 feet, said arc being subtended by a chord bearing and distance of South 82°13'18" West, 155.50 feet; thence North 81°02'33" West, 496.89 feet, to the point of curvature of a curve leading Northwesterly; thence Northwesterly, along and around the arc of said curve, concave Northeasterly, and having a radius of 270.09 feet, an arc distance of 64.10 feet, said arc being subtended by a chord bearing and distance of North 74°14'39" West, 63.95 feet, to the point of reverse curvature of a curve, continuing Westerly; thence Westerly, along and around the arc of said curve, concave Southwesterly, and having a radius of 630.00 feet, an arc distance of 109.96 feet, said arc being subtended by a chord bearing and distance of North 72°26'44" West, 109.82 feet, to the point of tangency of said curve; thence North 77°26'44" West, 1577.12 feet, to the point of curvature of a curve leading Southwesterly; thence Southwesterly, along and around the arc of said curve, concave Southerly, and having a radius of 445.04 feet, an arc distance of 404.02 feet, said arc being subtended by a chord bearing and distance of South 76°32'51" West, 390.28 feet, to the point of tangency of said curve; thence South 50°32'25" West, 437.87 feet, to the POINT OF BEGINNING; thence continue South 50°32'25" West, 978.63 feet, to the POINT OF TERMINATION of said parcel. Said parcel being bounded on the Northeast by a line bearing South 39°27'35" East and passing through the POINT OF BEGINNING and being bounded on the Southwest by a line bearing South 38°27'35" East and passing through the POINT OF TERMINATION.



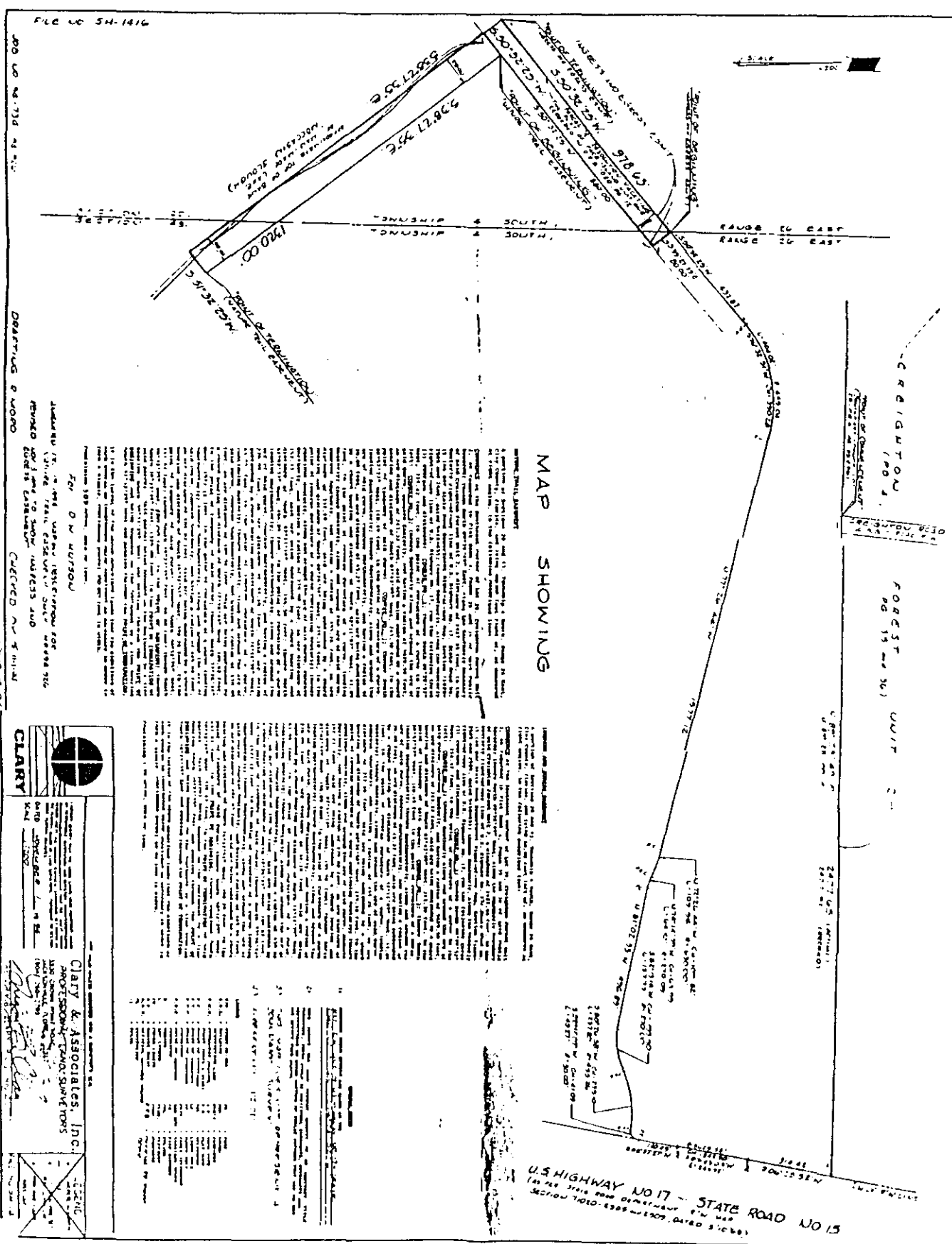
EXHIBIT B

NATURE TRAIL EASEMENT

A portion of Sections 20 and 43, Township 4 South, Range 26 East, Clay County, Florida, and lying 100.00 feet right of, as measured at right angles, to the following described line:

COMMENCE at the Southeast corner of Lot 28, Creighton Forest Unit 2, as recorded in Plat Book 4, pages 35 and 36 of said public records; thence North 89°28'49" East, along the Southerly boundary of said Creighton Forest Unit 2, a distance of 2427.65 feet, to the Westerly right-of-way line of U. S. Highway No. 17, State Road No. 15 (as per State Road Department Right-of-Way Map, Section 71020-2505 and 2509, dated 5-10-65); thence Southerly, along the Westerly right-of-way line of U. S. Highway No. 17, run the following three (3) courses and distances; COURSE NO. 1; thence South 06°28'52" West, 314.42 feet, to the point of curvature of a curve to the left; COURSE NO. 2; thence Southerly along and around the arc of said curve, concave Easterly, and having a radius of 5629.58 feet, an arc distance of 243.32 feet, said arc being subtended by a chord bearing and distance of South 07°43'09" West, 243.30 feet. to the point of tangency of said curve; COURSE NO. 3; thence South 08°57'27" West, 140.49 feet, to the point of curvature of a curve, leading Southwesterly; thence Southwesterly, along and around the arc of said curve, concave Northwesterly, and having a radius of 30.00 feet, an arc distance of 45.27 feet, said arc being subtended by a chord bearing and distance of South 52°11'07" West, 41.09 feet, to the point of reverse curvature of a curve, leading Westerly; thence Westerly, along and around the arc of said curve, concave Southerly, and having a radius of 455.26 feet, an arc distance of 237.80 feet, said arc being subtended by a chord bearing and distance of South 80°26'58" West, 235.10 feet, to the point of reverse curvature of a curve continuing Westerly; thence continue Westerly, along and around the arc of said curve, concave Northerly, and having a radius of 270.00 feet, an arc distance of 157.73 feet, said arc being subtended by a chord bearing and distance of South 82°13'18" West, 155.50 feet; thence North 81°02'33" West, 496.89 feet, to the point of curvature of a curve leading Northwesterly; thence Northwesterly, along and around the arc of said curve, concave Northeasterly, and having a radius of 270.09 feet, an arc distance of 64.10 feet, said arc being subtended by a chord bearing and distance of North 74°14'39" West, 63.95 feet, to the point of reverse curvature of a curve, continuing Westerly; thence Westerly, along and around the arc of said curve, concave Southwesterly, and having a radius of 630.00 feet, an arc distance of 109.96 feet, said arc being subtended by a chord bearing and distance of North 72°26'44" West, 109.82 feet, to the point of tangency of said curve; thence North 77°26'44" West, 1577.12 feet, to the point of curvature of a curve leading Southwesterly; thence Southwesterly, along and around the arc of said curve, concave Southerly, and having a radius of 445.04 feet, an arc distance of 404.02 feet, said arc being subtended by a chord bearing and distance of South 76°32'51" West, 390.28 feet, to the point of tangency of said curve; thence South 50°32'25" West, 437.87 feet; thence South 39°27'35" East, 80.00 feet; thence South 50°32'25" West, 880.00 feet, to the POINT OF BEGINNING; thence South 38°27'35" East, 1320.00 feet, to the POINT OF TERMINATION of said parcel. Said parcel being bounded on the Northwest by a line bearing South 50°32'25" West and passing through the POINT OF BEGINNING and being bounded on the Southeast by a line bearing South 51°32'25" West and passing through the POINT OF TERMINATION.

This sketch is not a survey and is attached for the sole purpose of compliance with § 28.222(4), F. S.



A portion of Pace Island Unit One, as recorded in Plat Book 20, Pages 58 through 64, inclusive, of the Public Records of Clay County, Florida, abandoned in Official Records Book 1080, Page 12 of the Public Records of said county, TOGETHER WITH a portion of Sections 20 and 43, all lying in Township 4 South, Range 26 East, said county, being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 28, Creighton Forest Unit 2, as recorded in Plat Book 4, Pages 35 and 36 of the Public Records of said county; thence North 89°28'49" East, along the Southerly boundary of said Creighton Forest Unit 2, a distance of 2427.65 feet, to the Westerly right-of-way line of U.S. Highway No. 17 (State Road No. 15, as per State Road Department Right-of-Way Map, Section 71020-2505 and 2509, dated May 10, 1965); thence Southwesterly, along said Westerly right-of-way line, run the following three (3) courses and distances: COURSE NO. 1: South 06°28'52" West, 314.42 feet to the point of curvature of a curve to the Southwest; COURSE NO. 2: along and around the arc of said curve, concave Northwesterly, having a radius of 5629.58 feet, an arc distance of 243.32 feet, said arc being subtended by a chord bearing and distance of South 07°43'09" West, 243.30 feet to the point of tangency of said curve; COURSE NO. 3: South 08°57'27" West, 2173.09 feet; thence North 59°31'09" West, 86.51 feet; thence South 70°32'05" West, 375.74 feet; thence North 03°09'20" West, 104.74 feet; thence North 41°19'23" West, 87.05 feet; thence North 57°22'04" West, 87.28 feet; thence North 35°35'47" West, 122.26 feet; thence North 87°56'38" East, 111.05 feet; thence North 56°38'34" East, 43.86 feet; thence North 76°10'43" East, 142.39 feet; thence North 13°38'09" East, 55.90 feet; thence North 44°29'48" East, 85.44 feet; thence North 04°20'53" West, 33.56 feet; thence North 10°36'51" West, 70.03 feet; thence North 41°17'58" West, 71.01 feet; thence North 88°56'37" West, 58.31 feet; thence South 52°58'03" West, 40.31 feet; thence North 74°55'35" West, 144.95 feet; thence South 79°30'44" West, 97.11 feet; thence South 57°42'01" West, 92.20 feet; thence North 83°03'52" West, 109.82 feet; thence South 84°05'33" West, 28.28 feet; thence North 30°21'05" West, 128.16 feet; thence North 86°29'57" West, 107.14 feet; thence North 17°31'56" West, 161.92 feet; thence North 70°15'05" West, 56.57 feet; thence North 59°40'16" West, 61.19 feet; thence North 80°07'40" West, 160.61 feet; thence South 84°24'02" West, 80.06 feet; thence North 46°22'18" West, 137.96 feet; thence North 00°50'26" West, 50.99 feet; thence North 05°01'32 West, 40.31 feet; thence North 19°54'57" West, 111.02 feet; thence North 51°57'22" West, 78.10 feet; thence North 04°57'08" East, 68.01 feet; thence North 21°34'35" West, 219.42 feet; thence North 31°48'01" West, 25.00 feet; thence North 56°04'01" West, 79.30 feet; thence North 25°21'33" West, 151.61 feet; thence South 86°37'49" West, 190.39 feet; thence North 03°08'22" West, 163.48 feet; thence North 40°08'53" East, 266.64 feet; thence North 60°28'31" West, 430.47 feet; thence South 53°01'17" West, 210.00 feet; thence North 38°41'52 West, 132.31 feet; thence South 69°02'25" West, 251.90 feet; thence North 15°30'12" West, 85.35 feet, to the POINT OF BEGINNING; thence South 50°54'50" West, 306.72 feet; thence North 81°29'38" West, 153.81 feet; thence South 62°35'39" West, 36.69 feet; thence South 32°09'09" West, 66.71 feet; thence North 67°30'21" West, 94.39 feet; thence South 89°56'35" West, 258.14 feet; thence North 25°11'51" West, 178.78 feet; thence North 26°32'04" West, 91.13 feet; thence North 79°12'19" East, 334.67 feet; thence North 62°01'55" East, 356.79 feet; thence South 84°43'47" East, 245.67 feet; thence North 42°05'07" East, 36.19 feet; thence North 21°13'00" East, 29.83 feet; thence North 11°57'57" West, 92.36 feet; thence North 17°24'33" West, 68.87 feet, to the aforesaid Southerly line of Creighton Forest Unit 2; thence North 89°28'49" East, along last said line, 44.53 feet; thence South 05°47'39" East, 158.97 feet; thence South 21°13'00" West, 83.26 feet; thence South 01°37'46" East, 218.05 feet, to the POINT OF BEGINNING.

Containing 6.93 acres, more or less.

The above described property is subject to a drainage easement over the most northerly 20 feet measured at right angles to the most northerly boundary of the above described property.

Book: 1541  
 Page: 0677  
 Rec: 02/27/95  
 10:03 A.M.  
 File# 9505530  
 John Keene  
 Clerk Of Courts  
 Clay County, FL  
 FEE: \$24.00  
 DOC: \$0.70

Prepared By and Return To:  
 Clifford B. Newton, Esquire  
 Newton & Almand  
 10192 San Jose Boulevard  
 Jacksonville, Florida 32257

# GRANT CONSERVATION OF EASEMENT

THIS GRANT OF EASEMENT is made this 20<sup>th</sup> day of February, 1995, between HUTSON LAND COMPANY, INC., a Florida corporation, 11217 San Jose Boulevard, Jacksonville, Florida, 32223 ("Grantor"), and the U. S. ARMY CORPS OF ENGINEERS ("Grantee"), whose mailing address is P.O. Box 4970, Jacksonville, Florida, 32232-0019.

## WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Clay County, Florida, more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, the Property possesses environmental value (the "environmental value") of great importance to the Grantor and to the people of Duval County, Florida; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the environmental value of the Property in perpetuity; and

WHEREAS, Grantee agrees by accepting this Grant to honor the intentions of Grantor stated herein, and to preserve and protect in perpetuity the environmental value of the Property for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Easement").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever, except as herein provided, in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

20-04-26-013087-000-00

EXHIBIT "C"

2. Rights of Grantee. To accomplish the purposes stated above, the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the environmental value of the Property;

(b) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;

(c) To enter upon and inspect the Property, in a reasonable manner and at reasonable times to determine if the Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

(d) To proceed at law or in equity to enforce the provisions of this Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

(b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials;

(c) Removal or destruction of trees, shrubs or other vegetation;

(d) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition;

(f) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; and

(g) Acts or uses detrimental to such retention of land or water areas.

4. Reserved Rights. Grantor reserves and excepts unto itself and its successors and assigns all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

7. Grantee's Liability. Neither Grantor, nor its successors or assigns, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property, except

for such damage or injury which is the result of the negligence or intentional acts of Grantee or its assigns.

8. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold environmental easements under the statutes of the State of Florida (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the environmental purposes that this Grant is intended to advance, continue to be carried out.

8. Recordation. Grantor shall record this instrument in timely fashion in the Official Records of Duval County, Florida, and may rerecord it any time as may be required to preserve its rights in this Easement.

9. Successors. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the said Grantor has executed this Grant of Easement on the day and year above written.

Signed, sealed and delivered in the presence of:

HUTSON LAND COMPANY, INC., a Florida corporation,

Elinore C. Cox  
ELINORE C. COX


By: Donald P. Hinson  
DONALD P. HINSON  
Its President

John Gessner  
JOHN GESSNER  
STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of June, 1995, by DONALD P. HINSON, the President of HUTSON LAND COMPANY, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

Gregory A. Bowles  
Notary Public, State of Florida

My commission expires:

 GREGORY A. BOWLES  
MY COMMISSION # CC 177175 EXPIRES  
January 30, 1998  
BONDED THROUGH TROY FAIR INSURANCE, INC.



GREGORY A. BOWLES  
MY COMMISSION # CC 177175 EXPIRES  
January 30, 1998  
BONDED THROUGH TROY FAIR INSURANCE, INC.

# CONSERVATION EASEMENT

OR BOOK 1541 PAGE 0681  
OR BOOK 1554 PAGE 1410

A portion of Pace Island Unit One, as recorded in Plat Book 20, Pages 58 through 64, inclusive, of the Public Records of Clay County, Florida, abandoned in Official Records Book 1080, Page 12 of the Public Records of said county, TOGETHER WITH a portion of Sections 20 and 43, all lying in Township 4 South, Range 26 East, said county, being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 28, Creighton Forest Unit 2, as recorded in Plat Book 4, Pages 35 and 36 of the Public Records of said county; thence North 89°28'49" East, along the Southerly boundary of said Creighton Forest Unit 2, a distance of 2427.65 feet, to the Westerly right-of-way line of U.S. Highway No. 17 (State Road No. 15, as per State Road Department Right-of-Way Map, Section 71020-2505 and 2509, dated May 10, 1965); thence Southwesterly, along said Westerly right-of-way line, run the following three (3) courses and distances: COURSE NO. 1: South 06°28'52" West, 314.42 feet to the point of curvature of a curve to the Southwest; COURSE NO. 2: along and around the arc of said curve, concave Northwesterly, having a radius of 5629.58 feet, an arc distance of 243.32 feet, said arc being subtended by a chord bearing and distance of South 07°43'09" West, 243.30 feet to the point of tangency of said curve; COURSE NO. 3: South 08°57'27" West, 2173.09 feet; thence North 59°31'09" West, 86.51 feet; thence South 70°32'05" West, 375.74 feet; thence North 03°09'20" West, 104.74 feet; thence North 41°19'23" West, 87.05 feet; thence North 57°22'04" West, 87.28 feet; thence North 35°35'47" West, 122.26 feet; thence North 87°56'38" East, 111.05 feet; thence North 56°38'34" East, 43.86 feet; thence North 76°10'43" East, 142.39 feet; thence North 13°38'09" East, 55.90 feet; thence North 44°29'48" East, 85.44 feet; thence North 04°20'53" West, 33.56 feet; thence North 10°36'51" West, 70.03 feet; thence North 41°17'58" West, 71.01 feet; thence North 88°56'37" West, 58.31 feet; thence South 52°58'03" West, 40.31 feet; thence North

74°55'35" West, 144.95 feet; thence South 79°30'44" West, 97.11 feet; thence South 57°42'01" West, 92.20 feet; thence North 83°03'52" West, 109.82 feet; thence South 84°05'33" West, 28.28 feet; thence North 30°21'05" West, 128.16 feet; thence North 86°29'57" West, 107.14 feet; thence North 17°31'56" West, 161.92 feet; thence North 70°15'05" West, 56.57 feet; thence North 59°40'16" West, 61.19 feet; thence North 80°07'40" West, 160.61 feet; thence South 84°24'02" West, 80.06 feet; thence North 46°22'18" West, 137.96 feet; thence North 00°50'26" West, 50.99 feet; thence North 05°01'32 West, 40.31 feet; thence North 19°54'57" West, 111.02 feet; thence North 51°57'22" West, 78.10 feet; thence North 04°57'08" East, 68.01 feet; thence North 21°34'35" West, 219.42 feet; thence North 31°48'01" West, 25.00 feet; thence North 56°04'01" West, 79.30 feet; thence North 25°21'33" West, 151.61 feet; thence South 86°37'49" West, 190.39 feet; thence North 03°08'22" West, 163.48 feet; thence North 40°08'53" East, 266.64 feet; thence North 60°28'31" West, 430.47 feet; thence South 53°01'17" West, 210.00 feet; thence North 38°41'52 West, 132.31 feet; thence South 69°02'25" West, 251.90 feet; thence North 15°30'12" West, 85.35 feet, to the POINT OF BEGINNING; thence South 50°54'50" West, 306.72 feet; thence North 81°29'38" West, 153.81 feet; thence South 62°35'39" West, 36.69 feet; thence South 32°09'09" West, 66.71 feet; thence North 67°30'21" West, 94.39 feet; thence South 89°56'35" West, 258.14 feet; thence North 25°11'51" West, 178.78 feet; thence North 26°32'04" West, 91.13 feet; thence North 79°12'19" East, 334.67 feet; thence North 62°01'55" East, 356.79 feet; thence South 84°43'47" East, 245.67 feet; thence North 42°05'07" East, 36.19 feet; thence South 01°37'46" East, 269.56 feet, to the POINT OF BEGINNING.

Containing 6.8 acres, more or less.