

TMJ/12-1-88

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DECLARATION OF ASSESSMENT COVENANTS  
FOR  
JACKSONVILLE GOLF AND COUNTRY CLUB

THIS DECLARATION is made this 2nd day of DECEMBER, 1988, by ARVIDA/JMB PARTNERS, a Florida general partnership, which declares that the real property described on Exhibit A attached hereto and made a part hereof, hereinafter called the "Property" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) "Association" shall mean and refer to JGCC Property Owners Association, Inc., a Florida corporation not for profit, the Articles of Incorporation and Bylaws of which are attached hereto and made a part hereof as Exhibits B and C, respectively. This is the Declaration of Assessment Covenants for Jacksonville Golf and Country Club to which the Articles of Incorporation and Bylaws of the Association make reference.
- (b) "Class A Member", "Class B Member", "Class C Member", and "Class D Member" shall have the meanings more particularly described by Article IV of the Articles of Incorporation attached hereto as Exhibit B.
- (c) "Declaration" shall mean and refer to this Declaration of Assessment Covenants for Jacksonville Golf and Country Club as recorded in the public records of Duval County, Florida, as the same may be amended from time to time.
- (d) "Developer" shall mean and refer to Arvida/JMB Partners, a Florida general partnership, and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Arvida/JMB Partners as the Developer of the Property is not intended and shall not be construed to impose upon Arvida/JMB Partners any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots within the Property from Arvida/JMB Partners and develop and resell the same.
- (e) "The Jacksonville Golf and Country Club" shall mean and refer to the Property as hereinafter defined which constitutes a portion of the real property described in Planned Unit Development Ordinance Number 87-872-568 enacted by the City Council for the City of Jacksonville, Duval County, Florida, as the same may be amended from time to time (the "PUD"), and other real property which may be administered by the Association from time to time.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any part of the Property subject to this Declaration, including contract sellers (but not contract purchasers) and Developer.
- (g) "Common Area" shall mean and refer to all real property and improvements located thereon, and all personal property, owned by the Developer or Association and designated by the Developer as principally for the common use and enjoyment of

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any or all of the Members. The Common Area shall not include any of the Property which constitutes the Club Property, as defined herein.

(h) "Property" or "Properties" shall mean and refer to that certain real property as described on Exhibit A attached hereto and made a part hereof and such additions and deletions thereto as may be made in accordance with the provisions of this Declaration.

(i) "Master Plan" shall mean and refer to the conceptual plan for the future development of the Jacksonville Golf and Country Club and adjacent properties maintained by the Developer from time to time, including the plan of development as described by the PUD. All references to the Master Plan shall be references to the latest revisions thereof.

(j) "Residential Dwelling Unit" shall mean and refer to any improved portion of the Property intended for use as a single family or multi-family residential dwelling, including without limitation, any single family detached dwelling, garden home or patio dwelling, condominium unit or townhouse unit, title to which is vested in a Class A Member of the Association. Improvements shall constitute a Residential Dwelling Unit at such time as construction of the improvements is sufficiently completed to be certified for occupancy by the applicable governmental authorities of Duval County, Florida or if such certification is not available, at such time as the improvements are substantially completed in accordance with applicable plans and specifications. Residential Dwelling Units shall specifically exclude any hotel or motel dwellings unless such hotel or motel dwelling units have been made subject to independent ownership as separate legally defined units.

(k) "Residential Lots" shall mean and refer to any unimproved parcels of land located within the Property which have been platted into lots for use as sites for single family detached dwellings, townhouses, garden homes or patio dwellings, as such lots are described in a final subdivision plat recorded in the public records of Duval, Florida and title to which is vested in a Class A Member of the Association. A parcel of land meeting the above criteria shall be deemed to be unimproved as a Residential Lot until improvements constructed thereon are sufficiently completed for occupancy so as to be defined as a Residential Dwelling Unit.

(l) "Commercial Unit" shall mean and refer to any improved portion of the Property intended for use and designed to accommodate public, commercial, governmental or business enterprises to serve residents of the Property and/or the public including but not limited to business and professional offices, facilities for the retail sale of goods and services, banks and other financial institutions, automobile parking facilities and gasoline stations provided, however, that public or commercial units shall not include any of the foregoing which constitute Common Area, as defined herein. A Commercial Unit shall also not include any Club Property, as such term is defined by paragraph (m) of this Article I. A parcel shall not be deemed to be improved as a Commercial Unit until such time as improvements constructed thereon are sufficiently completed so as to be certified for occupancy by the applicable authorities of Duval County, Florida, or if such certification is not available, at such time as the improvements are substantially completed in accordance with applicable plans and specifications.

(m) "Club Property" shall mean and refer to any portions of the Property which are devoted to golf course, tennis facility, clubhouse, and similar recreational uses, including buffer areas, parking lots, and the like associated with such facilities, the use of which is conditioned upon membership in the club entity operating such facilities. The Club Property shall not include any of the Property which constitutes Common Area as defined herein.

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(n) "Members" shall mean and refer to the Class A, B, C, and D Members of the Association as defined and described in Article IV of the Articles of Incorporation of the Association.

ARTICLE IIPROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration is located in Duval County, Florida and is legally described on Exhibit A attached hereto and made a part hereof.

Section 2. Additions or Withdrawal of Property. Additional lands may become subject to this Declaration, or lands may be withdrawn from and relieved of covenants, restrictions, easements, charges and liens of this Declaration in the following manner:

(a) Additions of Property. The Developer shall have the right, at any time and from time to time, to bring within the scheme of this Declaration the lands, or any portion thereof, constituting part of the Master Plan. Developer shall also have the right, at any time and from time to time, to bring within the scheme of this Declaration additional properties, provided that (i) any such additional property shall be adjacent or contiguous to Property already subjected to this Declaration (for purposes of this Declaration, property separated by public or private roads, lakes, golf courses or open landscaped areas shall be deemed contiguous), (ii) the addition of such property shall be reasonably consistent with the common scheme for development set forth in this Declaration and in the Master Plan, and (iii) such additional properties and the owner or owners thereof shall become, upon their addition to the Property, subject to assessments for Association expenses.

(b) Withdrawal of Property. Developer shall have the right, at any time and from time to time, to withdraw from the scheme of this Declaration any property or properties owned by Developer, provided that (i) no property shall be withdrawn if the effect of such withdrawal would be to completely sever the lands remaining subject to this Declaration, it being the common scheme of this Declaration that no parcel of land subject to this Declaration shall ever be noncontiguous to at least one other parcel of land subject to this Declaration, and (ii) Developer shall consent in writing to such withdrawal.

(c) Other Additions. The Members of the Association may also annex additional lands to the Property upon the affirmative vote of Members holding not less than two-thirds (2/3) of the votes of each class of membership of the Association, so long as there exists a Class B Member, and subsequently the affirmative vote of two-thirds (2/3) of the total votes of the Members of the Association at a regular meeting of the Association or at a special meeting duly called for such purpose, and upon obtaining any county or governmental approvals as may be required by law.

(d) Supplementary Declaration. The addition of property to or withdrawal of property from this Declaration shall be made and evidenced by filing in the public records of Duval County, Florida, a supplementary declaration of assessment covenants with respect to the property to be added or withdrawn. In addition, such supplementary declaration may contain such additions to or modifications of the provisions of this Declaration, including modifications in the basis of assessment or amounts thereof, which may be applicable to the additional property and as may be necessary or desirable to reflect the different character, if any, of the additional property that is subject to the supplementary declaration. Such supplementary declaration shall become effective upon being recorded in the public records of Duval County, Florida. Developer reserves the

right to so amend and supplement this Declaration without the consent or joinder of the Association, or the Owners or mortgagees of the Property, or any portion thereof, or any other party.

(e) Additional Declarations Developer reserves the right, as the Property is developed and offered for sale, to subject portions thereof to additional specific covenants and restrictions which apply only to each portion as defined and described in each such set of additional covenants and restrictions. Such additional covenants may also provide for additional homeowners associations having administrative responsibility and control over certain portions of the Property. All such additional covenants and restrictions shall be reasonably consistent with the common scheme of development set forth in this Declaration and in the Master Plan.

### ARTICLE III

#### PROPERTY RIGHTS AND DUTIES OF THE ASSOCIATION

Section 1. Title to Common Area. When the Developer no longer owns any Residential Lots or Residential Dwelling Units within the lands described by the Master Plan, or upon such earlier date as the Developer may in its sole discretion deem appropriate, the Developer shall convey, and the Association shall accept, title to the roads, lakes, drainage structures, buffer areas, water and sewer utility improvements, and other Common Areas and improvements located thereon, which are designated by Developer for the principal use or benefit of any or all of the Owners in accordance with this Declaration. The conveyance of the Common Area shall be subject to taxes for the year of conveyance, covenants, restrictions, conditions and limitations of record, and exclusive and/or non-exclusive easements for drainage, utilities, and cable television and radio, perpetual non-exclusive easements for ingress and egress for the Developer and its invitees, licensees, successors and assigns, non-exclusive use rights of the Members of the Association and such other non-exclusive use rights as may be granted by Developer prior to such conveyance. Any roads, buffer areas, lake bottoms or other Common Areas which are for the primary use and benefit of only the Owners of a particular area may, at the discretion of the Developer, be conveyed to a property owner's association for such area.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Property of such Owner, subject to the following:

(a) the right of either the Developer or of the Association (in accordance with its Articles of Incorporation and Bylaws), whichever holds title to the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties, subject to the easement of use and enjoyment granted herein;

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

(c) the right of the Developer or Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(d) all provisions of this Declaration, any plat of all or any part of the Property and restrictions contained on any and all plats of all or any part of the Common Area, or restrictions filed separately but in conjunction with such platting, and the Articles of Incorporation and Bylaws of the Association;

(e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

(f) easements and other matters referenced in this Declaration and any additional declarations which may be recorded against the Common Area from time to time.

Section 3. Maintenance of Common Area. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and the paving, street lighting fixtures and appurtenances, landscaping, improvements and other structures (except utilities owned and maintained by entities providing water, sewer, electrical, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Areas, if any. The Association shall be responsible to maintain all lakes, drainage easements, and control structures comprising the stormwater discharge and surface water management systems and to preserve and protect all designated conservation areas and littoral zones within and adjacent to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill and surface water permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Regulation and St. Johns River Water Management District and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Regulation, and all other local, state and federal authorities having jurisdiction. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association. Maintenance of street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination.

#### ARTICLE IV

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. Each Owner of any Residential Dwelling Unit, Residential Lot, Commercial Unit, or Club Property by acceptance of a deed therefor, 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 (1) any annual or supplemental assessments or charges, (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance assessments (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. Each Owner of any Residential Dwelling Unit shall likewise be deemed to covenant and agree to pay to the Association any cable television assessments fixed and established as hereinafter provided. All such assessments, together with interest thereon from due date at the highest lawful rate and costs of collection thereof including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon that portion of the Property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or common services, or abandonment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and Jacksonville Golf and Country Club, and in fulfilling the duties of the Association as set forth in Article III hereof and in particular for the improvement and maintenance of the Common Area, and property to be conveyed to the Association as Common Area, and improvements located thereon, and common services for the benefit of residents of the Property, including, but not limited to, the cost of road maintenance, landscape and grounds maintenance, security services, street lighting, water and sewer utility service and maintenance, cable television and radio service, taxes, insurance, labor, equipment, materials, and property management as well as for such other

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purposes as are permissible activities of the Association and undertaken by it.

Section 3. Rate of Assessment. The rate of the annual, supplemental and special assessments which shall be levied against the following categories of the Property shall be as follows:

(a) Residential Dwelling Units and Residential Lots shall be assessed an annual assessment amount as established in accordance with Section 4 of this Article IV. For purposes of this Declaration, the annual assessment amount assessed against each Residential Dwelling Unit and Residential Lot shall be referred to as one (1) RDU assessment equivalent.

(b) A Commercial Unit shall be assessed in annual assessment amount equal to one (1) RDU assessment equivalent for each 5,000 square feet of heated and air conditioned space constituting such Commercial Unit. For purposes of this subsection, all Commercial Units shall be rounded to the nearest 5,000 square feet for each fraction of such square footage amount; provided that any Commercial Unit less than 5,000 square feet of heated and air conditioned space shall be assessed one (1) RDU assessment equivalent.

(c) The Club Property shall be assessed an annual assessment amount equal to twenty-five (25) RDU assessment equivalents.

The Owner of any assessable Property as to which the assessment category changes during an assessment period or which becomes subject to assessment during an assessment period, shall pay the amount attributable to such new assessment category for the prorated portion of the year remaining subsequent to such change or creation of assessment category. The rate of cable television assessments shall be as provided in Section 6 of this Article IV.

Section 4. Annual Assessments. The Board of Directors of the Association (the "Board") shall fix annual assessments in accordance with the provisions of this Article IV to meet the projected financial needs of the Association. The Board's decision as to the amount of the annual assessment and manner of collection shall be dispositive. The Board shall fix the date of commencement, the amount of the assessments, and the payment schedule at least fifteen (15) days in advance of the beginning of the fiscal year. The Board shall prepare or cause to be prepared a roster of the Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member during normal business hours. Written notice of the assessment shall be sent to every Owner subject thereto not later than fourteen (14) days after approval of the assessment by the Board.

The Association shall, upon reasonable demand at any time, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Supplemental Assessments. If the Board fixes the annual assessment for any year and thereafter during such year determines that the necessary functions of the Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment, which shall not be considered a special assessment pursuant to Section 6 hereof.

Section 6. Cable Television Assessment. In the event the Association shall be contractually obligated to any provider of cable television or radio ("CATV") services providing CATV services to Residential Dwelling Units within Property, the Board shall fix assessments to meet the contractual payment requirements of the Association to the CATV provider as provided in this Section 6. Only Owners of Residential Dwelling Units shall be

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obligated to pay cable television assessments, which shall be charged against each Residential Dwelling Unit within the Property in an amount not to exceed the amount per Residential Dwelling Unit specified in the applicable contract between the CATV services provider and the Association. In the event such contract requires payment by the Association for CATV services to Residential Dwelling Units in addition to or in lieu of a per Residential Dwelling Unit charge, the Board shall include within the cable television assessment authorized hereby, an amount equal to such additional or other payment which shall be charged in equal amounts against each Residential Dwelling Unit within the Property. In no event shall cable television assessments be charged to any Owner of a Residential Dwelling Unit for CATV services other than CATV services provided to Residential Dwelling Units located within the Property.

Section 7. Special Assessment for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement including the necessary fixtures and personal property related thereto. Any such special assessment shall be approved by two-thirds (2/3) of the members of the Board.

Section 8. Developer's Assessments. During the Development Period (as defined below) the Residential Dwelling Units, Residential Lots, Commercial Units, Club Property, and all other parcels within the Property owned by the Developer shall not be subject to any annual, supplemental, cable television or special assessment levied by the Association or to any lien for Association assessments. During the Development Period the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of major repairs, replacements and reserve funding) remaining after assessment and payment of assessments due from Owners other than the Developer at assessment rates equal to the budgeted levels established by the Board. The Developer shall be obligated to fund such expenses only as they are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Residential Dwelling Unit or Residential Lot in the Property to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon the termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on property it owns within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for assessments or operating deficits of the Association after the Developer no longer owns any Residential Dwelling Units, Residential Lots, Commercial Units or Club Property within the Property.

Section 9. Date of Commencement of Annual Assessments and Due Dates. The assessments shall commence on the first day of a specified month fixed by the Board to be the date of commencement. Assessments shall be collected in advance on not less frequently than a quarterly basis. The payment schedule and due date of any assessments shall be fixed in the resolution authorizing such assessments.

Section 10. Negligence. Any Owner shall be liable to the Association for the expense of any maintenance, repair or replacement of the Common Area rendered necessary by his act, neglect or carelessness or by that of his family or his guests, employees, agents, contractors or other invitees. This expense shall become part of the assessment to which such Owner is liable under this Article IV. Accordingly, such expense shall be a lien upon that portion of the Property owned by such Owner and shall become due and payable immediately upon demand by the Association.

Section 11. Effect of Non-Payment of Assessment: Lien, Personal Obligation, Remedies of Association. The lien of the Association shall be effective from and after recording in the

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public records of Duval County, Florida, a claim of lien stating the description of the portion of the Property encumbered thereby, the name of the Owner, the amount, and the due date. Such claim of lien shall secure assessments, interest, and costs of collection which shall specifically include court costs, reasonable attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, which are due and payable when the claim of lien is recorded and which may accrue thereafter and prior to voluntary payment or the entry of a final judgment of foreclosure or personal judgment against the Owner(s). Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Lot Owner shall pay the cost of such satisfaction.

If any assessment is not paid within fifteen (15) days after its due date, such assessment shall bear interest from its due date at the highest lawful rate, and the Association may at any time thereafter bring an action in foreclosure and/or a suit on the personal obligation of the Owner(s).

Section 12. Subordination to Lien of Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or credit union, real estate investment trust, or institutional purchaser of such mortgages on the secondary mortgage market, including but not limited to Federal National Mortgage Association (FNMA), which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected portion of the Property by deed in lieu of foreclosure or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessments which remains unpaid as a result of a first mortgagee obtaining title to the Lot shall be added to the total budget of the Association and paid by all Owners including the first mortgagee on a pro rata basis. No sale or other transfer shall relieve any portion of the Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. A written statement of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 13. Exempt Property. The Board shall have the right to exempt any Residential Lot, Residential Dwelling Unit, Commercial Unit, or the Club Property, or any portion thereof, from the assessments, charge and lien created hereby, provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- (a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All of the Common Area;
- (c) Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Section 14. Allocation and Apportionment. The Board shall not be required to allocate or apportion the funds collected by it or the expenditures made on behalf of the Association between or among Owners of the Property, nor shall the Board be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom among the various purposes specified in this Declaration, and the judgment of the Board as to the expenditure of said funds shall be final.



ARTICLE V

GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The covenants and restrictions contained in this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association and the Owner of any portion of the Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by two-thirds of the Owners has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expenses of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement, whether incurred for trial, appeal or otherwise.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction contained in this Declaration, either to restrain violation or to recover damages, and against the applicable portion of the Property to enforce any lien created by these covenants. The failure by the Association, the Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action brought to enforce any provision of this Declaration, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party for both trial and appeal.

Section 4. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the current public records of Duval County, Florida.

Section 6. Delegation of Services/Management. The Association and the Board shall be authorized to delegate any, some, or all of the services to be provided by the Association under the terms of this Declaration to a private company, public agency, or publicly regulated authority or agency which, in the opinion of the Board, shall make such services available to the Association in a reasonable manner. The Board shall also have the right to designate such party as the Board shall select as a manager to provide or cause to be provided the services for which

assessments are levied as set forth in this Declaration and to administer all activities of the Association. Any such manager shall be entitled to a reasonable management fee for the provision of such services which fee shall constitute part of the expenses of the Association to be funded by the annual assessments set forth herein.

Section 7. Amendment. The Developer specifically reserves the right to unilaterally amend this Declaration or any portion hereof from the effective date hereof until termination of the Class B Membership as provided in Article IV of the Articles of Incorporation of the Association, without the consent or joinder of any party, so long as such amendment shall not unreasonably alter or modify the general plan of development for the Property as set forth in this Declaration or in the Master Plan. Thereafter, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if approved by sixty-seven percent (67%) of the votes of the Members. If any proposed amendment to this Declaration is approved as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall be recorded in the public records of Duval County, Florida. So long as the Developer, as the Class B Member, is entitled to elect a majority of the members of the Board of the Association, no amendment to this Declaration shall be effective without the written joinder and consent of the Developer.

Section 8. Effect of Declaration. Notwithstanding anything contained in this Declaration to the contrary, neither this Declaration nor any term or provision hereof, including without limitation the obligation to pay assessments or lien therefor, shall constitute a defect, encumbrance, lien or cloud upon the title of any portion of the property included within the Master Plan or any property other than the real property as described on Exhibit A attached hereto, until such time as this Declaration is specifically supplemented to include such additional property by recording of a supplementary declaration as to such property in the public records of Duval County, Florida, as provided in Article II hereof. Nothing contained herein shall be deemed to require the Developer to include any of the property constituting part of the Master Plan within this Declaration or subject to any such property to administration by Association and such inclusion shall be at the sole option of Developer.

Signed, sealed and delivered in the presence hereof:

ARVIDA/JMB PARTNERS, a Florida General Partnership

By: Arvida/JMB Managers, Inc., an Illinois Corporation, General Partner

By: W. Thomas Hale  
W. Thomas Hale  
Vice President

[CORPORATE SEAL]

Jean Chivalotte  
Jamie Brown

STATE OF FLORIDA )  
                          )ss  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 2nd day of December, 1988, by W. Thomas Hale, the Vice President of ARVIDA/JMB MANAGERS INC., a General Partner of ARVIDA/JMB PARTNERS, a Florida general partnership, on behalf of the partnership

Vanessa R. Ray  
NOTARY PUBLIC, State of Florida  
at Large.

My Commission Expires:

VANESSA R. RAY, NOTARY PUBLIC