ED KILLEBREW
CHAIRMAN

CHASE BARNES
VICE CHAIRMAN

GEORGE DELOACH
BOARD MEMBER

EARL WALLACE
BOARD MEMBER

ANDREW BURNETT
BOARD MEMBER

EDIE WILSON
BOARD MEMBER

MARCIA G. CARTY, CPA, CGFO
CITY MANAGER

LORENZO AGHEMO, MRP
PLANNING DIRECTOR

JANE WEST, ESQ.
CITY ATTORNEY

KAREN HAYES, MMC
CITY CLERK

AGENDA
PLANNING BOARD MEETING
July 1, 2025 at 4:00 PM

1. CALL TO ORDER

a. Invocation

b. Pledge of Allegiance

c. Roll Call

d. Appeal Procedures & ExParte Communication

2. APPROVAL OF MINUTES

a. May 6, 2025

3. PUBLIC COMMENTS

a. **Public Comments** - (Speakers limited to three minutes - no action taken on items)

4. REGULAR BUSINESS

a. PB 25-10 - Variance Bank of America ATM Kiosk
Parcel No.: 11-10-26-0000-0143-0020
Address: 110 S State Road 19, Palatka Florida 32177 Owner: Heirs of Pauline Pellicer

b. PB 25-08 0 Kelley Smith School Rd. Request to annex approximately 5.5 acres into the City of Palatka. Amend the Future Land Use Map and rezone.
Parcel No.: Parcel # 16-10-26-0000-0240-0013
Address:0 Kelley Smith School Rd. Owner: Putnam County School District

c. PB 25-09 221 Round Lake Rd. Request to annex approximately 9.99 acres into the City of Palatka. Amend the Future Land Use Map and rezone.
Parcel No.:16-10-26-0000-0200-0000
Address: 221 Round Lake Rd. Owner: Jeffery & Pamela Bedenbaugh

d. PB 25-07 Cell Tower 1024 S State Rd 19 - Request for Conditional Use
Parcel No.:10-10-26-0000-0210-0000
Address: 1024 S State Rd 19, Palatka, FL 32177
Owner: Wal-Mart Real Estate Business Trust

e. PB 25-11 McLaury Final Plat Phase I
Parcel No.: 10-10-26-0000-0200-0060 and part of 10-10-26-0000-0130.0010
Address: 105 Cattle Crossing and 185 Cattle Crossing, Palatka, FL

Owner: Forestar (USA) Real Estate Group Inc

5. **STAFF COMMENTS**

6. **BOARD MEMBER COMMENTS**

7. **ADJOURN**

NOTICE: Persons with disabilities requiring accommodations in order to participate in this meeting should contact the City Clerk's Office at 329-0100 at least 24 hours in advance to request accommodations.

ED KILLEBREW
CHAIRMAN

CHASE BARNES
VICE CHAIRMAN

GEORGE DELOACH
BOARD MEMBER

EARL WALLACE
BOARD MEMBER

EDIE WILSON
BOARD MEMBER

MARCIA CARTY, CPA, CGFO
CITY MANAGER

LORENZO AGHEMO, MRP
PLANNING DIRECTOR

JANE WEST, ESQ.
CITY ATTORNEY

KAREN HAYES, MMC
CITY CLERK

CITY of Palatka FLORIDA

Regular meeting 1st Tuesday of each month.

Planning Board Meeting
May 6, 2025, Minutes

Invocation
Ed Killebrew led the invocation.

The Pledge of Allegiance
Chase Barnes led the Pledge of Allegiance.

Roll Call
Attendance: Ed Killebrew, Chase Barnes, Earl Wallace and Edie Wilson were present. Andrew Burnett, and George Deloach were excused.

Approval of Minutes
Vote: Chase Barnes moved to approve the minutes from April 1, 2025, with a correction. Edie Wilson seconded the motion, and it passed unanimously.

Ex parte Communications
The appeal procedures were read by the Chair, and time was allotted for ex-parte disclosures.

Public Comments
There were no public comments at this time.

Regular Business
PB Case 25-03: Request to amend the Future Land Use Map and rezone 2.39 acres and 0.12 acres from Multiple-family Residential district (R-3) to Conservation district (CON) located on Crill Avenue for parcel numbers: 42-10-27-6850-1460-0083 and 42-10-27-6850-1460-0081
Public Comment
Alegra Kitchens stated there is an artisan well under the overpass and the land should be conservation land.
Vote: Mr. Barnes moved to approve PB Case # 25-03 the Future Land Use Map. Mr. Wallace seconded the motion, and it passed unanimously.
Mr. Barnes moved to approve PB Case 25-03 rezoning. Mr. Wallace seconded the motion, and it passed unanimously.

PB Case 25-04: Request to amend the Future Land Use Map and rezone 0.16 acres from Multiple-family Residential district (R-3) to Public Buildings and Grounds district (PBG-1) located on Crill Avenue for parcel number: 42-10-27-6850-1510-0000
Vote: Mr. Barnes moved to approve PB Case # 25-04 the Future Land Use Map. Mr. Wallace seconded the motion, and it passed unanimously.
Mr. Barnes moved to approve PB Case 25-04 rezoning. Mr. Wallace seconded the motion, and it passed unanimously.

PB Case 25-06: Request to rezone a 0.34 acre from City of Palatka Commercial, Neighborhood District (C-1A) to City of Palatka Single-Family Residential District (R-1).
Owners: Residential Appraisal Management Group LLC Address: 2405 President St. Palatka, FL 32177 Parcel No. 12-10-26-0820-0010-0030
Vote: Mr. Barnes moved to approve PB Case 25-06 future land use map. Mrs. Wilson seconded the motion, and it passed unanimously.
Mr. Barnes moved to approve PB Case 25-06 for rezoning. Mrs. Wilson seconded the motion, and it passed unanimously.

Palatka 2025 Comprehensive Plan update
JB Pro's gave a presentation to the Planning Board.

Adjourn
Mr. Barnes moved to adjourned the meeting. Mr. Wallace seconded the motion and it passed unanimously.

PB 25-10 - Variance Bank of America ATM Kiosk
Parcel No.: 11-10-26-0000-0143-0020
Address: 110 S State Road 19, Palatka Florida 32177 Owner: Heirs of Pauline Pellicer
Parcel No.: 11-10-26-0000-0143-0020
Address: 110 S State Road 19, Palatka Florida 32177
Owner: Heirs of Pauline Pellicer

STAFF REPORT

DATE: July 1, 2025
TO: City of Palatka Planning Board
FROM: City Staff

APPLICATION REQUEST

Request is for a variance regarding the front yard setback for property zoned Intensive Commercial (C-2). A drive-up ATM kiosk for Bank of America is proposed to be located in the parking lot of Mariscos El Pacifico Seafood Bar and Grill restaurant.

BACKGROUND

Bank of America closed its Palatka facility at 620 State Road 19 in January 2025. To maintain service and a presence within the city, Bank of America is proposing to install a drive-up ATM kiosk in the parking lot area at Mariscos El Pacifico Seafood Bar and Grill. A rezoning application for parcel 11-10-26-0000-0143-0020 (110 S State Rd 19) was submitted in Fall 2024. The request was to rezone the property from General Commercial (C-1) to Intensive Commercial (C-2) to permit a drive-up ATM on the property. The City of Palatka Planning Board approved the rezoning at the November 12, 2024 meeting, and the Palatka City Commission approved the rezoning at their meeting on January 23, 2025.

PROJECT ANALYSIS

See Staff Report

Staff Recommendation

Findings of Fact:

- The applicant is requesting a variance to place an ATM kiosk approximately 9-feet inside the 25-ft front setback.
- The proposed location provides visibility for motorists on St. Johns Avenue and Florida State Road 19.

ATTACHMENTS

1.	PB25-10_Staff Report 060325x
2.	Application for Zoning Variance
3.	Project Narrative
4.	Site Plan
5.	Survey

Case PB 25-10 – Variance Bank of America ATM Kiosk 11-10-26-0000-0143-0020
Address: 110 S State Road 19, Palatka Florida 32177
Applicant: Pamela Pellicer Garris
Agent: Nisit Sapparkhao, Infinity Engineering Group LLC

STAFF REPORT

DATE: June 3, 2025
TO: City Planning Board
FROM: Staff

APPLICATION REQUEST

Request is for a variance regarding the front yard setback for property zoned Intensive Commercial (C-2). A drive-up ATM kiosk for Bank of America is proposed to be located in the parking lot of Mariscos El Pacifico Seafood Bar and Grill restaurant.

Public notice issued by the city included legal advertisement in the *Palatka Daily News*, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

Bank of America closed its Palatka facility at 620 State Road 19 in January 2025. To maintain service and a presence within the city, Bank of America is proposing to install a drive-up ATM kiosk in the parking lot area at Mariscos El Pacifico Seafood Bar and Grill. A rezoning application for parcel 11-10-26-0000-0143-0020 (110 S State Rd 19) was submitted in Fall 2024. The request was to rezone the property from General Commercial (C-1) to Intensive Commercial (C-2) to permit a drive-up ATM on the property. The City of Palatka Planning Board approved the rezoning at the November 12, 2024 meeting, and the Palatka City Commission approved the rezoning at their meeting on January 23, 2025. Figure 1 shows the location of the restaurant.

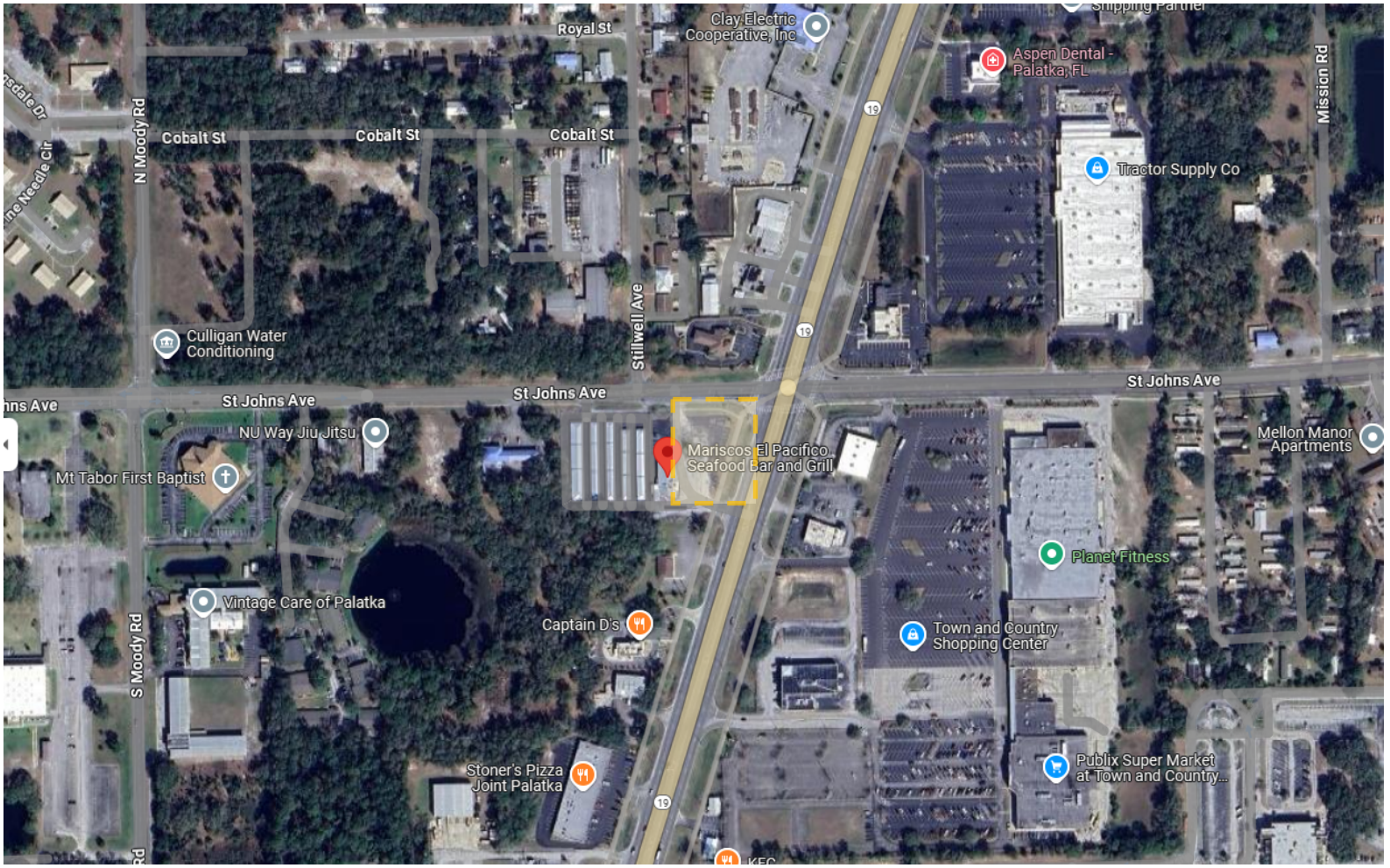


Figure 1Aerial map showing location of proposed drive-up ATM kiosk for Bank of America and surrounding area

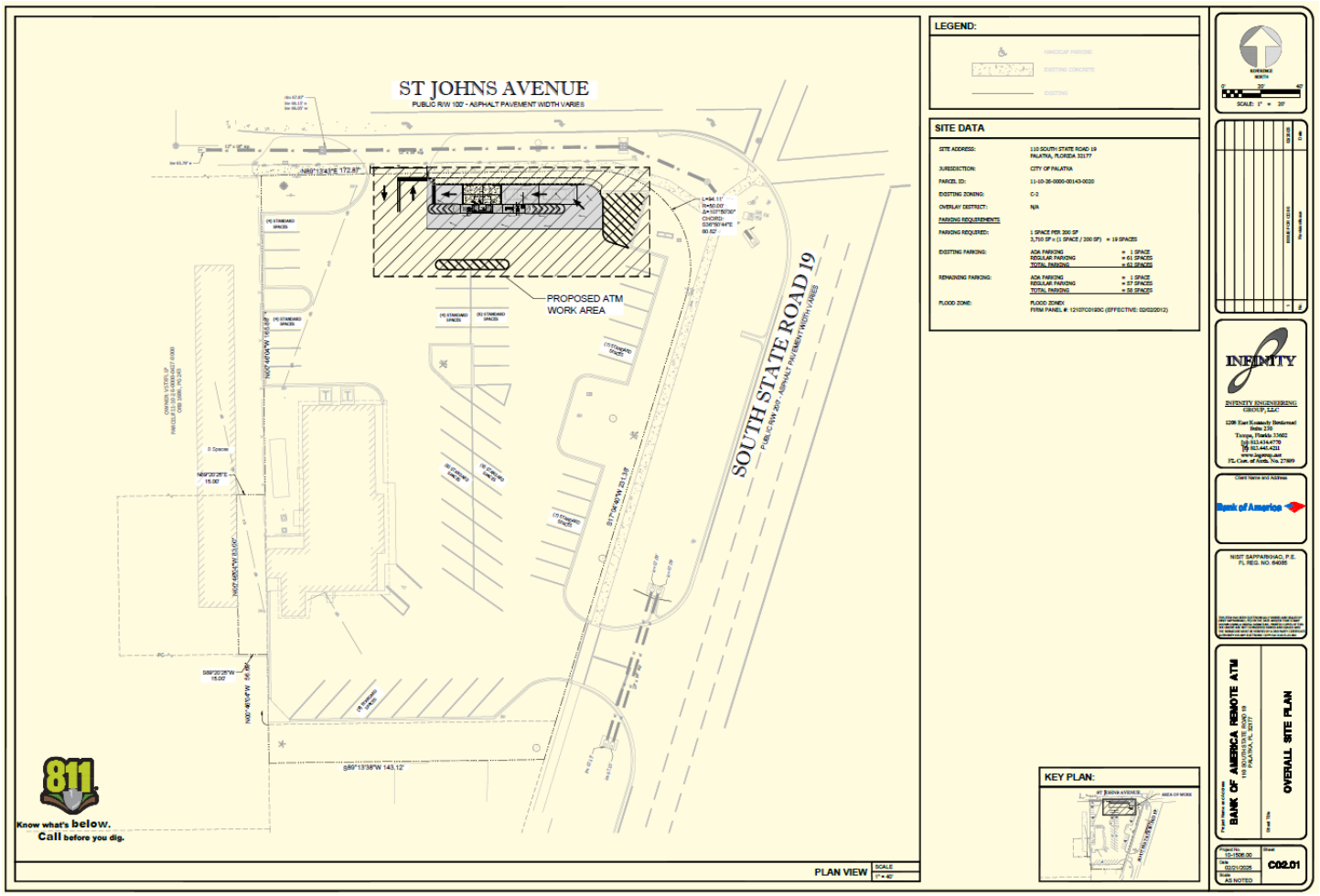


Figure 2 Site plan of proposed Bank of America drive-up ATM kiosk

Figure 2 shows the site plan for the proposed location of the Bank of America ATM kiosk. The ATM would be located on the north side of the site with the new concrete island constructed 16.7-feet from the property line. Elevations of a drive-up kiosk utilized by Bank of America are shown in Figure 3. The Intensive Commercial (C-2) zoning district requires a minimum 25-ft front setback because the parcel is a corner lot.

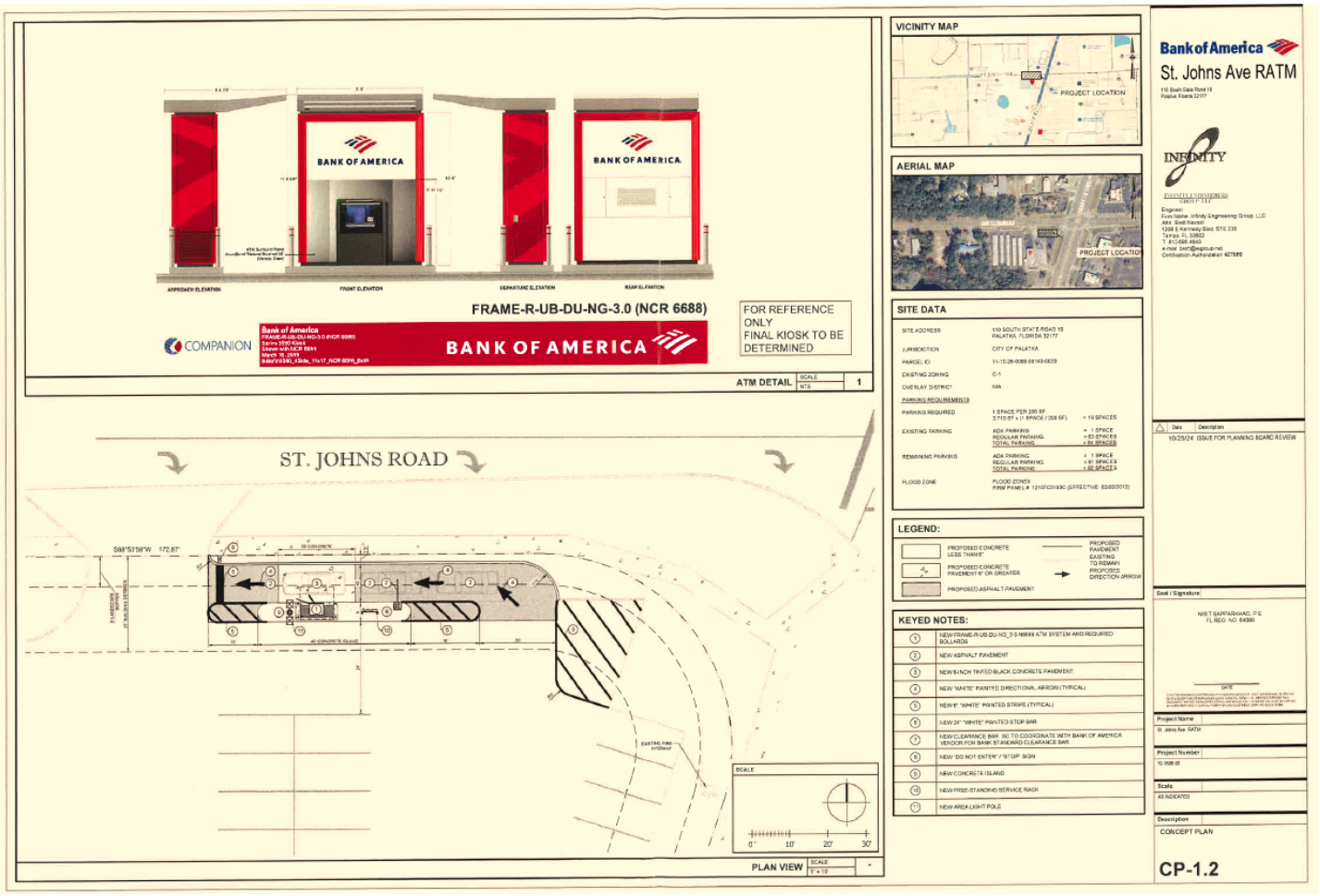


Figure 3 Conceptual plan and elevations of a drive-up Bank of America kiosk

Section 94-71 of the City of Palatka Municipal Code states variances shall be considered for development standards only unless otherwise authorized in this chapter and other chapters of the Municipal Code. The following criteria shall be utilized in evaluating a requested variance:

(1) Special conditions and circumstances exist such as size, shape, topography, or other unique features that are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same vicinity or zoning district;

Staff Response: The site is a corner lot and has two street frontages, and therefore has to meet two front setback requirements as oppose to one for non-corner lots in the Commercial zoning districts. There are not special conditions that are not applicable to other properties.

(2) Such conditions and circumstances were not the result of the affirmative actions of the applicant and the applicant has acted in good faith;

Staff Response: The proposed location for the ATM kiosk is farthest separated from the restaurant building and would have the least impact on vehicular traffic for the restaurant. ATM users will not impact restaurant traffic circulation. Locating the drive-up ATM anywhere else on the property could cause conflicts with vehicular circulation within the parking lot, if the parking area is not redesigned or reconfigured. However, there is sufficient space in the subject parcel for the proposed kiosk to meet required setbacks.

(3) Granting of the variance request will not confer on the applicant any special privilege that is denied by the Municipal Code to other lands, buildings or structures in the same zoning district;

Staff Response: Any applicant may apply for a variance to setbacks and other requirements in the zoning district and approval is considered on a case by case basis.

(4) Literal interpretation and enforcement of the applicable standard would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Municipal Code, and would work unnecessary and undue hardship on the applicant;

Staff Response: The requested variance is a self-induced hardship as there is sufficient land area to meet the required setback.

(5) No variance may be granted for a use of land or building that is not permitted;

Staff Response: In January 2025, the property was approved by the City Commission to be rezoned from General Commercial (C-1) to Intensive Commercial (C-2) which permits drive-up ATM kiosks.

(6) The variance shall be the minimum variance necessary to alleviate the hardship; and

Staff Response: Read staff response #4.

(7) The variance would not cause substantial detriment to the public health, welfare, and safety of surrounding properties and community.

Staff Response: The proposed location for the ATM kiosk would not cause a substantial determent to the public health, welfare, and safety of the surrounding properties and community.

Findings of Fact:

- The applicant is requesting a variance to place an ATM kiosk approximately 9-feet inside the 25-ft front setback.
- The proposed location provides visibility for motorists on St. Johns Avenue and Florida State Road 19.

APPLICATION FOR ZONING VARIANCE

DATE RECEIVED: _____
RECEIVED BY: _____
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with application fee and ALL required attachments.
(Checks payable to the City of Palatka)

☑ Application Fee
- Residential $_____
- Non-Residential $ 550.00
- After the Fact $_____

☑ Copy of Recorded deed

☑ Project Narrative
☑ Legal Description
☑ Site Plan
☑ Letter of Authorization*

Site Information

1. Property Address: 110 S. State Road 19, Palatka, FL 32177
2. Parcel Number: 11-10-26-0000-0143-0020
3. Current Property Use: 02100 - Restaurant
4. Number/types of structures on property: 1
5. Proposed Development for Which Variance is Required (May use attachment if necessary): Installation of new drive-up ATM kiosk on existing parking lot
6. Specific Variance(s) Requested (May use attachment if necessary): Variance to place ATM ± 9-ft inside the 25-ft front setback for Intensive Commercial (C-2) zoning district

Applicant Information

Owner (Print Name): Pamela Pellicer Garris

Signature of Owner: Pamela Pellicer Garris Date: 5/9/25

Mailing Address: 2220 South Central Ave., Flagler Beach, FL 32136

Phone Number(s): 941-315-3930 Email Address: paulmepellicer@comcast.net

Agent/Contractor (Print Name): Nisit Sapparkhao - Infinity Engineering Group, LLC.

Signature of Agent: _____ Date: 5/12/25

Mailing Address: 1208 E. Kennedy Blvd., Suite 230, Tampa, FL 33602

Phone Number(s): 813-514-9193 Email Address: permitting@iegroup.net

AGENT/CONTRACTOR'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regarding construction and zoning.

*Letter of authorization for agent is required if any person other than the property owner makes the application and acts on the behalf of the owner.

APPLICATION FOR ZONING VARIANCE

To Be Notarized

Name (Print Name): Pamela Pellicer Garris

Signature: Pamela Pellicer Garris Date: 5/9/25

STATE OF Florida County of Flagler

Before me this day personally appeared Pamela Pellicer Garris who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 9 day of May A.D. 2025.

(Notary Seal)

BONNIE S. BRAMER
MY COMMISSION # HH 175294
EXPIRES: January 9, 2026
Bonded Thru Notary Public Underwriters

Bonnie S. Bramer
Notary Public

My commission expires: 1-9-26 State of Florida at Large

Type of Identification Produced: Drivers License

For Official Use Only

Attachments Reviewed:

❑ Copy of Recorded Deed ❑ Letter of Authorization

❑ Legal Description ❑Fees ❑Project Narrative

Date Submitted: _____ Received by: _____

Current Requirements: _____

Surrounding property owner's notices sent: _____ Date: _____

Signs Posted by: _____ Date: _____

Surrounding Uses: _____

Preliminary review by: _____

Legal Ad ran: _____ Date: _____

May 12, 2025

City of Palatka
Planning and Zoning Department
205 N. 2nd St.
Palatka, FL 32177

INFINITY ENGINEERING GROUP, LLC

RE: Project Narrative
Bank of America – St. Johns Ave. RATM
110 S. State Road 19
Palatka, FL 32177
IEG Project #: 10-1506.00
Parcel #: 11-10-26-0000-0143-0020

To Whom It May Concern,

This letter is to request for a Zoning Variance with the City of Palatka's Planning and Zoning Department to the above-mentioned address.

The current property use is 02100 – Restaurant and has an existing 3,710 SF building on the parcel. On January 23, 2025, the property was approved by the Palatka City Commission to be rezone from General Commercial (C-1) to Intensive Commercial (C-2).

The proposed development includes the installation of a new drive-up ATM kiosk on the existing parking lot of the parcel. The specific variance requests for the proposed ATM kiosk to be placed ± 9-feet inside the 25-ft front setback for Intensive Commercial (C-2).

The Proposed Site Plan has also been enclosed for review.

Site Information

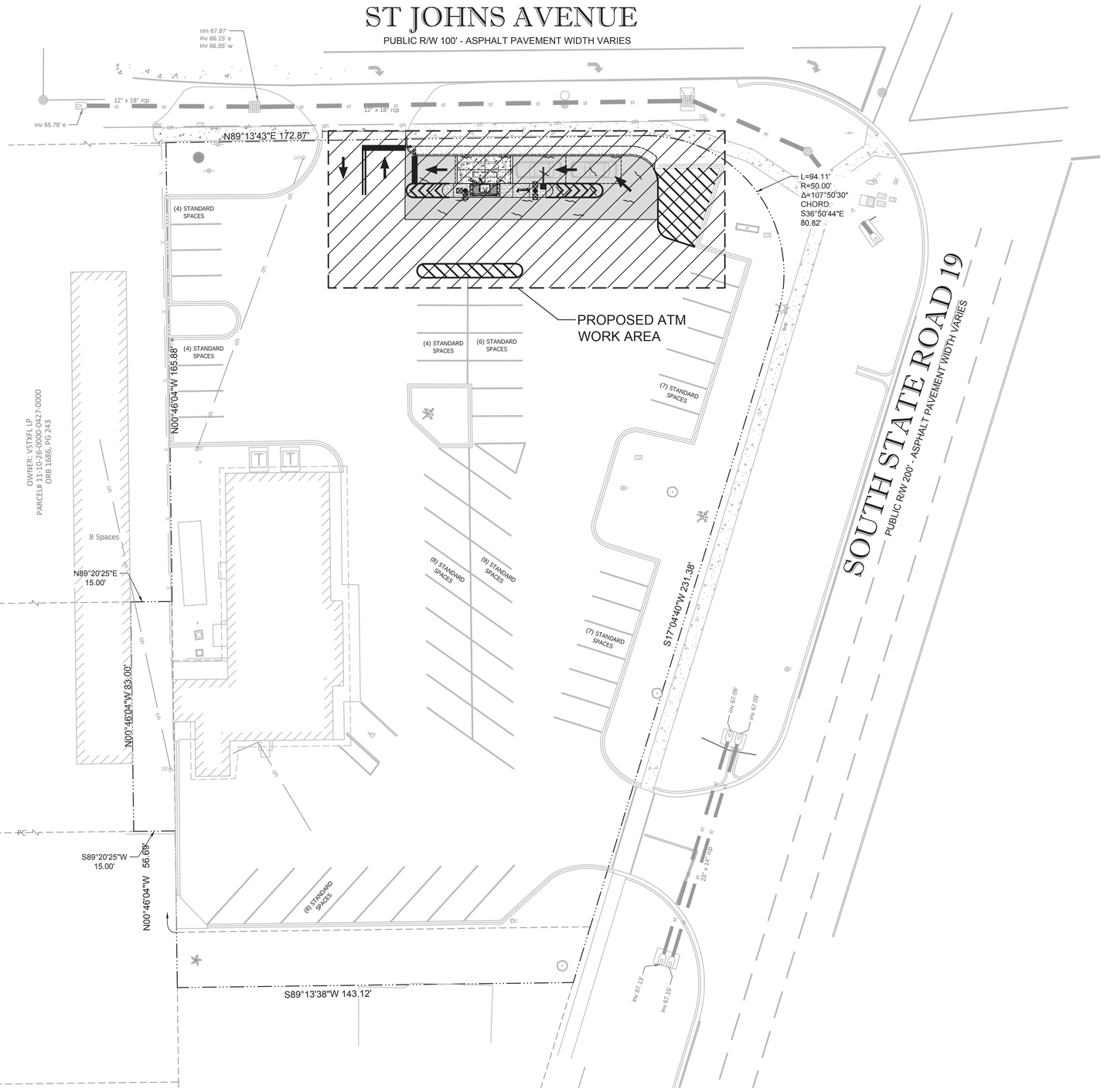
- Site Address: 110 S. State Road 19, Palatka, FL 32177
- Parcel #: 11-10-26-0000-0143-0020
- Site Acreage: 1.37 acres
- Zoning: C-2 (Intensive Commercial)
- Property Use: 02100 – Restaurant
- Flood Zone: X

Should you have any questions or require any additional information, please e-mail Permitting@iegroup.net.

Sincerely,
Infinity Engineering Group, LLC.

Nisit Sapparkhao, P.E.
President

1208 E. Kennedy Blvd., Suite 230, Tampa, FL 33602 T: (813) 434-4770 F: (813) 445-4211



811
Know what's below.
Call before you dig.

PLAN VIEW | SCALE 1" = 40'

LEGEND:

HANDICAP PARKING

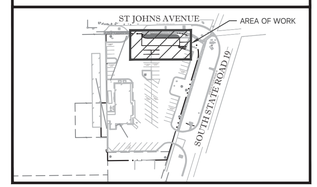
EXISTING CONCRETE

EXISTING

SITE DATA

SITE ADDRESS:	110 SOUTH STATE ROAD 19 PALATKA, FLORIDA 32177
JURISDICTION:	CITY OF PALATKA
PARCEL ID:	11-10-26-0000-00143-0020
EXISTING ZONING:	C-2
OVERLAY DISTRICT:	N/A
PARKING REQUIREMENTS	
PARKING REQUIRED:	1 SPACE PER 200 SF 3,710 SF x (1 SPACE / 200 SF) = 19 SPACES
EXISTING PARKING:	ADA PARKING = 1 SPACE REGULAR PARKING = 61 SPACES TOTAL PARKING = 62 SPACES
REMAINING PARKING:	ADA PARKING = 1 SPACE REGULAR PARKING = 57 SPACES TOTAL PARKING = 58 SPACES
FLOOD ZONE:	FLOOD ZONEX FIRM PANEL #: 12107C0193C (EFFECTIVE: 02/02/2012)

KEY PLAN:



REFERENCE NORTH

0' 20' 40'

SCALE: 1" = 20'

No.	Revision/Issue	Date
1	ISSUE FOR CD 90	02/20/25

INFINITY ENGINEERING GROUP, LLC

1208 East Kennedy Boulevard
Suite 230
Tampa, Florida 33602
[p]: 813.434.4770
[f]: 813.445.4211
www.iegroup.net
FL Cert. of Auth. No. 27889

Client Name and Address

Bank of America

NISIT SAPPARKHAO, P.E.
FL REG. NO. 64085

No 64085 STATE OF FLORIDA PROFESSIONAL ENGINEER

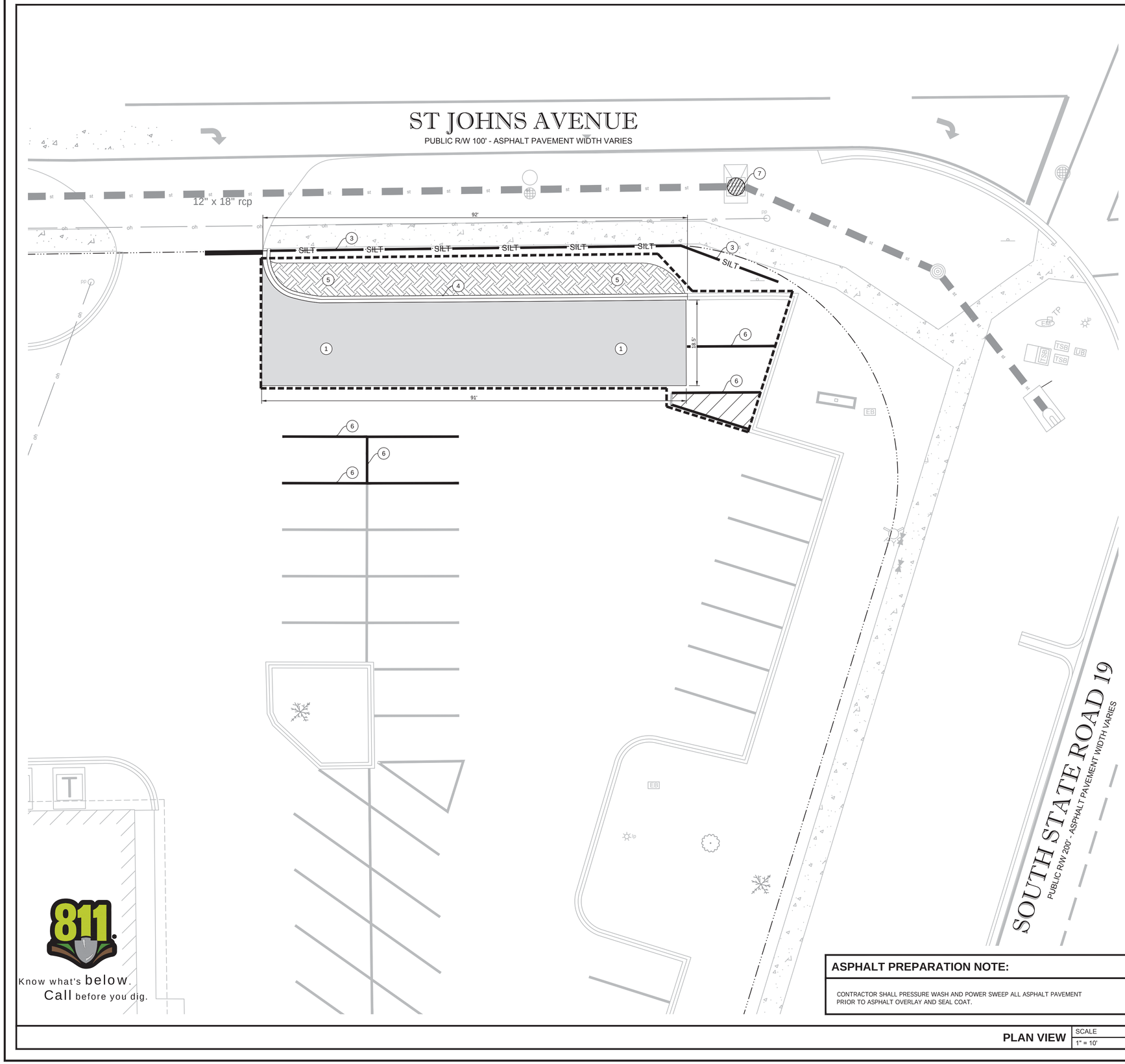
Digitally signed by Nisit Sapparkhao
DN: c=US, st=Florida, l=Tampa, o=Infinity Engineering Group, LLC, cn=Nisit Sapparkhao, email=nisit@iegroup.net
Date: 2025.05.12 10:58:37 -07'00'
Adobe Acrobat DC version: 2015.006.30527

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY (NISIT SAPPARKHAO, PE) ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED BY A 3RD PARTY CERTIFICATE AUTHORITY ON ANY ELECTRONIC COPY. FAC 61G15-23.004

Project Name and Address
BANK OF AMERICA REMOTE ATM
110 SOUTH STATE ROAD 19
PALATKA, FL. 32177

Sheet Title
OVERALL SITE PLAN

Project No.	10-1506.00
Date	02/21/2025
Scale	AS NOTED
Sheet	C02.01



ASPHALT PREPARATION NOTE:

CONTRACTOR SHALL PRESSURE WASH AND POWER SWEEP ALL ASPHALT PAVEMENT PRIOR TO ASPHALT OVERLAY AND SEAL COAT.

PLAN VIEW | SCALE 1" = 10'

LEGEND

- PROPERTY LINE
- SILT FENCE
- LIMITS OF CONSTRUCTION
- INLET PROTECTION
- EXISTING CONCRETE TO REMAIN
- EXISTING TO REMAIN
- EXISTING ASPHALT TO BE REMOVED
- EXISTING SIDEWALK/CONCRETE PAVEMENT TO BE REMOVED
- EXISTING LANDSCAPE/GROUND COVER TO BE REMOVED
- EXISTING TO BE REMOVED
- gas — EXISTING GAS
- ss — EXISTING SANITARY
- tel — EXISTING TELEPHONE
- ue — EXISTING UNDERGROUND ELECTRIC
- oh — EXISTING OVERHEAD LINE
- wm — EXISTING WATER
- 516 — EXISTING CONTOUR
- ×428.33 — EXISTING GRADE ELEVATION

KEYED NOTES

1	EXISTING 1,678 SF ASPHALT PAVEMENT, BASE AND SUB-BASE TO BE SAWCUT/REMOVED. SEE SITE PLAN, SHEET C02.01.
2	LIMITS OF DISTURBANCE AREA = 3,136 SF.
3	EROSION AND SEDIMENT CONTROL. SILT FENCE (TYP). SEE DETAILS, SHEET C04.02
4	EXISTING 97 LF OF CURB/GUTTER TO BE REMOVED.
5	EXISTING SOD/GRASS TO BE REMOVED AND PREPARED FOR PROPOSED PAVEMENT. SEE SITE PLAN, SHEET C02.02.
6	EXISTING STRIPING TO BE BLACKED OUT USING SEAL COAT SPECS.
7	INLET PROTECTION.

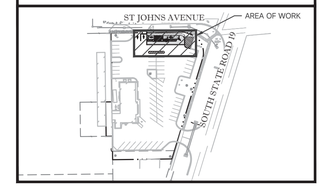
DEMOLITION NOTES:

1. THE CONTRACTOR SHALL CHECK PLANS AND FIELD CONDITIONS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER'S ENGINEER OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
2. ALL EXISTING IMPROVEMENTS ARE TO REMAIN UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES WITHIN AREA OF WORK TO BE PERFORMED PRIOR TO DEMOLITION AND WILL BE RESPONSIBLE FOR THE DAMAGE OF ANY ON-SITE OR OFF-SITE UTILITIES THAT ARE NOT A PART OF THIS PROJECT OR ARE NOT IDENTIFIED TO BE REMOVED.
4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
5. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, THE CONTRACTOR SHALL COMPLY WITH REGULATIONS. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF ITS PERSONNEL. LABOR SAFETY REGULATIONS SHALL BE AS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF LABOR.
6. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

ASPHALT SEAL COAT NOTE

ALL ASPHALT PAVEMENT WITHIN PROPERTY IS TO BE "BLACKED OUT" BY SEAL COATING EXISTING ASPHALT PAVEMENT.
MANUFACTURER: SEALMASTER PAVEMENT PRODUCTS & EQUIPMENT
PRODUCT: SEALMASTER POLYMER MODIFIED COAL TAR SEALER (PMCTS) APPLICATION
RATE OF MIXED PMCTS: 1-GALLON PER 70 SQUARE FEET
SAND MIX: 40-70 MESH AFS / 400 LBS PER 100 GALLONS OF PMCTS CONCENTRATE

KEY PLAN:



REFERENCE NORTH

0' 10' 20'

SCALE: 1" = 10'

No.	Revision/Issue	Date
1	ISSUE FOR CD 90	02/20/25

INFINITY ENGINEERING GROUP, LLC
1208 East Kennedy Boulevard
Suite 230
Tampa, Florida 33602
[p]: 813.434.4770
[f]: 813.445.4211
www.iegroup.net
FL Cert. of Auth. No. 27889

Client Name and Address

Bank of America

NISIT SAPPARKHAO, P.E.
FL REG. NO. 64085

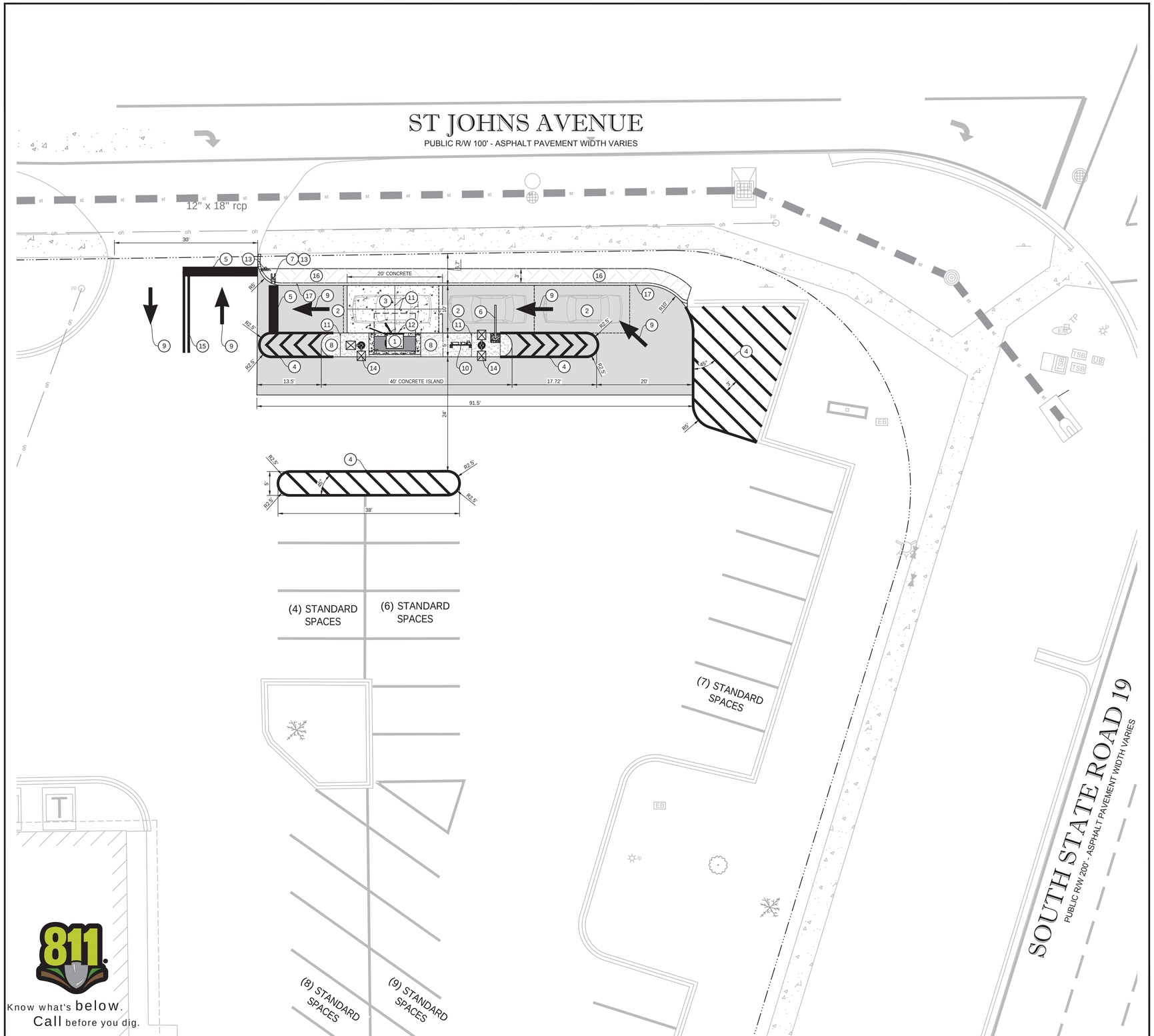
Digitally signed by Nisit Sapparkhao
DN: c=US, st=Florida, l=Tampa, o=Infinity Engineering Group, LLC, cn=Nisit Sapparkhao, email=nisit@iegroup.net
Date: 2025.05.12 10:58:53 -05'00'
Adobe Acrobat DC version: 2015.006.30527

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY (NISIT SAPPARKHAO, PE) ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED BY A 3RD PARTY CERTIFICATE AUTHORITY ON ANY ELECTRONIC COPY. FAC 61G15-23.004

Project Name and Address
BANK OF AMERICA REMOTE ATM
110 SOUTH STATE ROAD 19
PALATKA, FL. 32177

Sheet Title
DEMOLITION PLAN

Project No.	10-1506.00
Date	02/21/2025
Scale	AS NOTED
Sheet	C01.01



PLAN VIEW | SCALE 1" = 10'

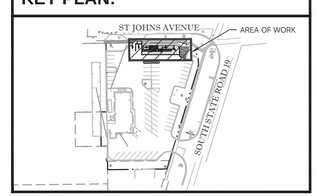
LEGEND:

- PROPERTY LINE
- EXISTING CONCRETE PAVEMENT TO REMAIN
- PROPOSED CONCRETE LESS THAN 6"
- PROPOSED CONCRETE PAVEMENT 6" OR GREATER
- PROPOSED ASPHALT PAVEMENT
- PROPOSED LANDSCAPE (SOD GROUNDCOVER)
- PROPOSED PAVEMENT
- EXISTING TO REMAIN
- EXISTING GAS
- EXISTING SANITARY
- EXISTING TELEPHONE
- EXISTING ELECTRIC
- EXISTING OVERHEAD LINE
- EXISTING WATER
- EXISTING CONTOUR

KEYED NOTES

1	NEW DU ATM WITH UB HOUSING AND REQUIRED BOLLARDS. GC TO COORDINATE WITH PJM FOR ATM MODEL FOR MORE INFORMATION.
2	NEW ASPHALT PAVEMENT. SEE DETAILS, SHEET C04.01.
3	6" CONCRETE PAVEMENT. MAXIMUM ALLOWABLE SLOPE SHALL BE 2.00% ALL DIRECTIONS. SEE GRADING PLAN & DETAILS, SHEETS C03.01 & C04.01.
4	NEW 6" WHITE PERIMETER STRIPE AND 6" CHEVRONS.
5	NEW 24" "WHITE" PAINTED STOP BAR.
6	NEW CLEARANCE BAR. GC TO COORDINATE WITH BANK OF AMERICA VENDOR FOR BANK STANDARD CLEARANCE BAR.
7	NEW 30" R5-1 "DO NOT ENTER" SIGN . SEE DETAILS, SHEET C04.01.
8	NEW CONCRETE ISLAND. SEE DETAILS SHEET C04.01 FOR ADDITIONAL INFORMATION.
9	NEW "WHITE" PAINTED DIRECTIONAL ARROW (TYPICAL).
10	FREE-STANDING SERVICE RACK: PROVIDE AN EQUIPMENT RACK FOR MOUNTING ELECTRIC UTILITY METER AND MAIN DISCONNECT. SEE ELECTRICAL PLANS FOR INFORMATION.
11	NEW CONTROL JOINT. SEE DETAILS, SHEET C04.01.
12	NEW EXPANSION JOINT. SEE DETAILS, SHEET C04.01.
13	NEW 30" R1-1 "STOP" SIGN. SEE DETAILS, SHEET C04.02.
14	NEW AREA LIGHT POLE. SEE ELECTRICAL SITE PLANS.
15	NEW 6-INCH "DOUBLE YELLOW" LANE STRIPE (CONTINUOUS PAINT)
16	NEW BAHIA SOD.
17	NEW 6"X18" VERTICAL CURB (TYPICAL). 3' TRANSITION AT PATHWAYS. SEE DETAILS, SHEET C04.01

KEY PLAN:



REFERENCE NORTH

0' 10' 20'

SCALE: 1" = 10'

No.	Revision/Issue	Date
1	ISSUE FOR CD 90	02/20/25

INFINITY ENGINEERING GROUP, LLC
1208 East Kennedy Boulevard
Suite 230
Tampa, Florida 33602
[p]: 813.434.4770
[f]: 813.445.4211
www.iegroup.net
FL Cert. of Auth. No. 27889

Client Name and Address

Bank of America

NISIT SAPPARKHAO, P.E.
FL REG. NO. 64085

Digitally signed by Nisit Sapparkhao
DN: c=US, st=Florida, l=Tampa, o=Infinity Engineering Group LLC, cn=Nisit Sapparkhao, email=nisit@iegroup.net
Date: 2025.05.12 10:59:02 -05'00'
Adobe Acrobat DC version: 2015.006.30527

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY NISIT SAPPARKHAO, PE ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED BY A 3RD PARTY CERTIFICATE AUTHORITY ON ANY ELECTRONIC COPY FAC 61G15-23.004

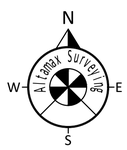
Project Name and Address
BANK OF AMERICA REMOTE ATM
110 SOUTH STATE ROAD 19
PALATKA, FL. 32177

Sheet Title
SITE PLAN

Project No.	10-1506.00
Date	02/21/2025
Scale	AS NOTED
Sheet	C02.02

SHEET 1 OF 2

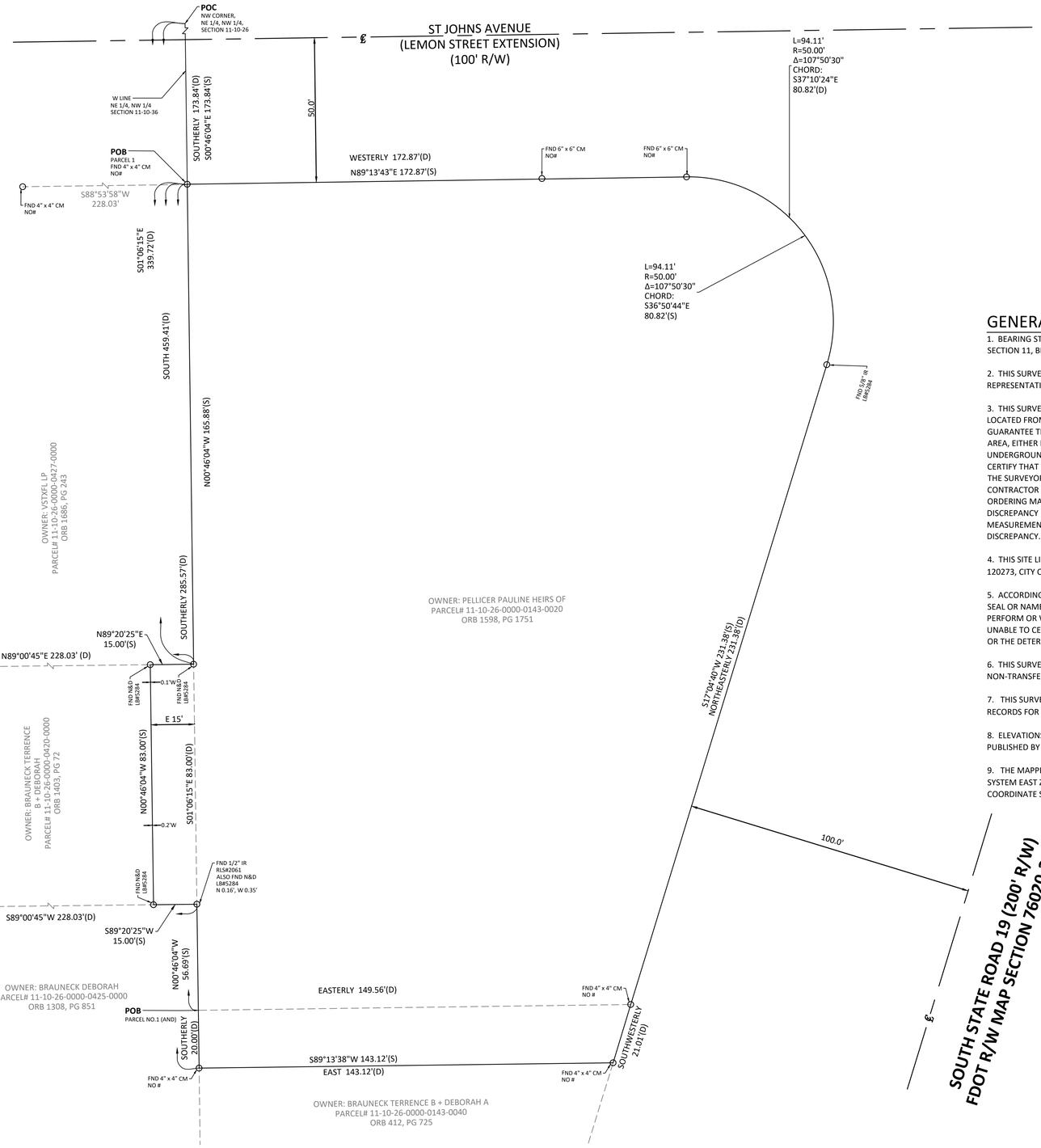
BOUNDARY & TOPOGRAPHIC SURVEY



GRAPHIC SCALE

0 20 40

1 INCH = 20 FEET



DESCRIPTION:

A TRACT OF LAND SITUATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST AND RUN THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID NE 1/4 OF THE NW 1/4, A DISTANCE OF 173.84 FEET TO A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT-OF-WAY OF ST. JOHNS AVE, (LEMON STREET EXTENSION) AND THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM POINT OF BEGINNING (1) CONTINUE SOUTHERLY, ALONG THE WEST LINE OF SAID NE 1/4 OF THE NW 1/4, A DISTANCE OF 285.57 FEET TO A CONCRETE MONUMENT. (2) THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY RIGHT&172;OF-WAY ST JOHNS AVENUE (LEMON STREET EXTENSION), A DISTANCE OF 149.56 FEET TO A CONCRETE MONUMENT ON THE WESTERLY RIGHT-OF-WAY LINE O F STATE ROAD #19. (3) THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 231.38 FEET TO A CONCRETE. MONUMENT AT THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.0 FEET AND A CENTRAL ANGLE OF 107 DEGREES 50 MINUTES 30 SECONDS. (4) THENCE ALONG SAID CURVE, AN ARC DISTANCE OF 94.11 FEET TO A CONCRETE MONUMENT AT THE P.T, OF SAID CURVE, BEING ON THE SOUTHERLY RIGHT-OF-WAY OF ST. JOHNS AVENUE (LEMON STREET EXTENSION). (5) THENCE WESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 172.87 FEET TO THE POINT OF BEGINNING AND TO CLOSE:

AND

A TRACT OF LAND SITUATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST AND RUN THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID NE 1/4 OF THE NW 1/4 A DISTANCE OF 459.41 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM POINT OF BEGINNING (1) CONTINUE SOUTHERLY, ALONG THE WEST LINE OF SAID NE 1/4 OF THE NW 1/4, A DISTANCE OF 20.0 FEET TO A CONCRETE MONUMENT, (2) THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY OF ST. JOHNS AVENUE (LEMON STREET EXTENSION), A DISTANCE OF 143.12 FEET TO A CONCRETE MONUMENT ON THE WESTERLY RIGHT-OF-WAY OF STATE ROAD #19. RETURN TO THE POINT OF BEGINNING, AND (3) RUN THENCE EASTERLY, PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY OF ST. JOHNS AVENUE (LEMON STREET EXTENSION), A DISTANCE OF 149.56 FEET TO A CONCRETE MONUMENT ON THE WESTERLY RIGHT-OF-WAY OF STATE ROAD #19, (4) THENCE SOUTHWESTERLY, ALONG SOLD WESTERLY RIGHT-OF-WAY, A DISTANCE OF 21.01 FEET TO THE EASTERLY END OF CALL (2) AND TO CLOSE.

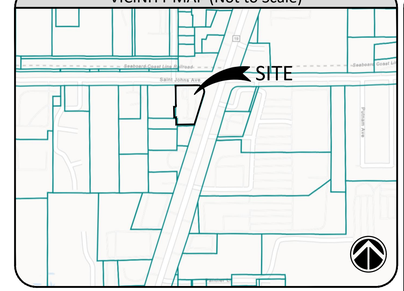
TOGETHER WITH THE EAST 15 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 10 SOUTH RANGE 26 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF THE SAID NW 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST AND THENCE RUN SOUTH 1°6'15" EAST ALONG THE EAST LINE OF SAID QUARTER, QUARTER SECTION A DISTANCE OF 339.72 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING; (1) THENCE RUN SOUTH 1°6'15" EAST A DISTANCE OF 83.0 FEET TO A POINT; (2) THENCE RUN SOUTH 89°0'45" WEST A DISTANCE OF 228.03 FEET TO A POINT; (3) THENCE RUN NORTH 1°6'15" WEST A DISTANCE OF 83.0 FEET TO A CONCRETE MONUMENT; (4) THENCE RUN NORTH 89°0'45" EAST A DISTANCE OF 228.03 FEET TO THE BEGINNING TO CLOSE.

SAVING AND RESERVING UNTO GRANTOR, HIS HEIRS AND ASSIGNS, AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE ABOVE DESCRIBED 15 FOOT PARCEL, GRANTOR FURTHER RESERVES THE RIGHT TO ERECT A FENCE ALONG THE EAST BOUNDARY OF THE ABOVE DESCRIBED EASEMENT, IF NECESSARY, TO PROTECT GRANTORS ADJOINING PROPERTY FROM ACTS OF VANDALISM. GRANTEES GRANT TO GRANTOR THE RIGHT TO CONTINUE THE ABOVE REFERENCED FENCE NORTHERLY ALONG THE EAST BOUNDARY OF THAT CERTAIN 15 FOOT EASEMENT RESERVED BY THE GRANTOR IN DEED DATED JANUARY 30, 1981 AND RECORDED IN O.R. BOOK 400, PAGE 532 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

VICINITY MAP (Not to Scale)



GENERAL SURVEY NOTES:

1. BEARING STRUCTURE IS BASED ON THE MONUMENTED WEST LINE OF THE NE 1/4 OF THE NW 1/4, SECTION 11, BEING N00°46'04"W ASSUMED.

2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.

3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ENGINEER AND CONTRACTOR SHALL VERIFY MEASUREMENTS OF CONNECTIONS TO EXISTING UTILITIES BEFORE ORDERING MATERIALS AND BEFORE COMMENCEMENT OF CONSTRUCTION. IF THERE IS A DISCREPANCY BETWEEN THE MEASUREMENTS SHOWN HEREON AND THE VERIFYING MEASUREMENTS, THIS SURVEYOR SHALL BE CONTACTED IMMEDIATELY TO FURTHER VERIFY THE DISCREPANCY.

4. THIS SITE LIES IN ZONE X PER FLOOD INSURANCE RATE MAP NO. 12107C0193C, COMMUNITY NO. 120273, CITY OF PALATKA, PUTNAM COUNTY, FLORIDA, EFFECTIVE 2/2/2012.

5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.

6. THIS SURVEY IS VALID ONLY TO THE PARTIES TO WHOM IT IS CERTIFIED AND IS NON-TRANSFERABLE.

7. THIS SURVEY MADE WITHOUT BENEFIT OF COMMITMENT FOR TITLE OR SEARCH OF PUBLIC RECORDS FOR EASEMENTS AND/OR ENCUMBRANCES THAT MAY AFFECT THIS SUBJECT PROPERTY.

8. ELEVATIONS ARE BASED ON BENCHMARK DESIGNATION E 264, BEING: 70.47 FEET, (NAVD 1988), PUBLISHED BY NATIONAL GEODETIC SURVEY.

9. THE MAPPED FEATURES SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD(83)-(2011)-(EPOCH 2010.0000), ESTABLISHED PER FDOT FPRN. THE COORDINATE SYSTEM AND DISPLAYED UNITS ARE IN U.S. SURVEY FEET.

AC	- AIR CONDITIONER
-BB-	- BOTTOM OF BANK
BHM	- BUILDING HEIGHT MEASUREMENT
	- BACK FLOW PREVENTER
	- BENCHMARK
	- BOLLARD
-E-	- BURIED ELECTRIC LINE
-C-	- BURIED CABLE TELEVISION LINE
CALC	- CALCULATED
C&M	- CALCULATED & MEASURED
Δ	- CENTRAL ANGLE
CBW	- CONCRETE BLOCK WALL
CC	- COVERED CONCRETE
CCR	- CERTIFIED CORNER RECORD
CF	- CONCRETE FLUME
CHW	- CONCRETE HEADWALL
CLF	- CHAIN LINK FENCE
℄	- CENTERLINE
CM	- CONCRETE MONUMENT
CMP	- CORRUGATED METAL PIPE
+CO	- CLEAN OUT
CONC	- CONCRETE
COVD	- COVERED
CP	- CONCRETE PAD
	- CURB INLET
CW	- CONCRETE WALKWAY
-D-	- BURIED STORM/DRAIN LINE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
	- DOT INLET
DP	- DUMPSTER PAD
DW	- DRIVEWAY
	- EASEMENT NUMBER
	- ELECTRIC BOX
	- ELECTRICAL METER
EL	- ELEVATION
ESMT	- EASEMENT
EP	- EDGE OF PAVEMENT
FDOT	- FLORIDA DEPARTMENT OF TRANSPORTATION
FPRN	- FLORIDA PERMANENT REFERENCE NETWORK
FIRM	- FLOOD INSURANCE RATE MAP
FFE	- FINISHED FLOOR ELEVATION
FH	- FIRE HYDRANT
-FM-	- BURIED FORCE MAIN LINE
FND	- FOUND
-FO-	- BURIED FIBER OPTIC CABLE LINE
FOC	- FIBER OPTIC CABLE BOX
FP	- FLAG POLE
-G-	- BURIED GAS LINE
GM	- GAS METER
GV	- GAS VALVE
	- GREASE TRAP MANHOLE
	- GUY WIRE ANCHOR
	- HANDICAP PARKING
HDPE	- HIGH DENSITY POLYETHYLENE PIPE
INST#	- RECORD INSTRUMENT#
INV	- INVERT ELEVATION
IP	- IRON PIPE
IR	- IRON ROD
L	- ARC LENGTH
LB	- LICENSED BUSINESS
	- LIGHT POLE
LS	- LICENSED SURVEYOR
LSA	- LANDSCAPED AREA
MF	- METAL FENCE
MS	- METAL SHED
	- MITERED END SECTION
	- MONITORING WELL
N&D	- NAIL & DISK
NAVD	- NORTH AMERICAN VERTICAL DATUM
NAD	- NORTH AMERICAN DATUM
NGVD	- NATIONAL GEODETIC VERTICAL DATUM
NTS	- NOT TO SCALE
ORB	- OFFICIAL RECORDS BOOK
-OW-	- OVERHEAD WIRE
PB	- PLAT BOOK
PC	- POINT OF CURVATURE
PCC	- POINT OF COMPOUND CURVATURE
PP	- PER PLANS
PG	- PAGE
PI	- POINT OF INTERSECTION
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
PRC	- POINT OF REVERSE CURVATURE
# PS	- PARKING SPACES
PSM	- PROFESSIONAL SURVEYOR & MAPPER
PSP	- PEDESTRIAN SIGNAL POLE
PT	- POINT OF TANGENCY
PVC	- POLYVINYL CHLORIDE PIPE
R	- CURVE RADIUS
RCP	- REINFORCED CONCRETE PIPE
-R-	- REUSE WATER LINE
	- REUSE WATER METER
	- REUSE WATER VALVE
RP	- RAMP
R/W	- RIGHT-OF-WAY
	- SANITARY MANHOLE
-S-	- BURIED SANITARY LINE
(S)	- SURVEY
SF	- SQUARE FEET
SP	- STATE PLANE
SDO	- SHOWN FOR DIRECTION ONLY
SN	- SIGN
SWF	- STOCK WIRE FENCE
	- SEWER VALVE
XXX.00	- SPOT ELEVATION
	- STORM MANHOLE
-I-	- BURIED TELECOMMUNICATIONS LINE
	- TELECOMMUNICATIONS MANHOLE
	- STORM INLET
-TB-	- TOP OF BANK
TP	- TRAFFIC SIGNAL POLE
	- TRAFFIC SIGN
	- TRANSFORMER/JUNCTION BOX
	- TELEPHONE RISER
	- TRAFFIC SIGNAL BOX
	- TELEVISION BOX
TSW	- TRAFFIC SIGNAL WIRE
TYP	- TYPICAL
-U-	- UNKNOWN UTILITY
UE	- UTILITY EASEMENT
UP	- UTILITY POLE
UM	- UTILITY MARKER
VCP	- VITRIFIED CLAY PIPE
-VF-	- VINYL FENCE
-W-	- BURIED WATER LINE
WF	- WOOD FENCE
WS	- WOOD SHED
	- WATER VALVE
	- WATER METER
YD	- YARD DRAIN

ADDRESS:

110 S State Rd 19
Palatka, FL 32177

Job Information

JOB NO.	906677
CF NO.	PTN-11-10-26
FIELD DATE:	01/24/25
DRAWN BY:	DSK

Revisions

DATE:	DESCRIPTION:	BY:

Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com
James@altamaxsurveying.com

James D. Bray PSM 6507

JAMES DENNIS BRAY License Number PSM6507 STATE OF FLORIDA Professional Surveyor and Mapper

This Survey is "NOT VALID" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by the signing Professional Surveyor and Mapper on the Date of the electronic signature.

LAND AREA:

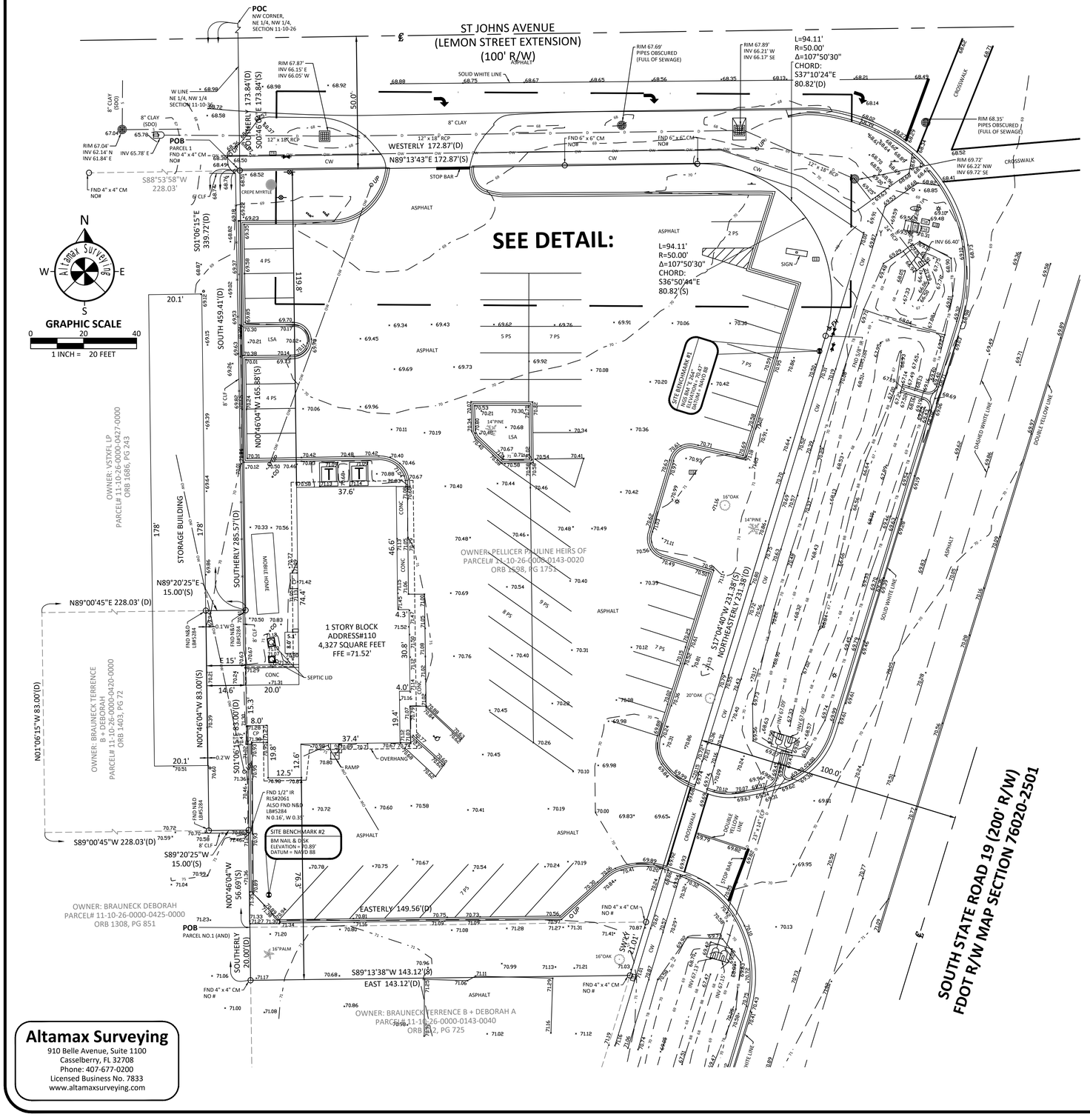
CONTAINS 58,930 SQUARE FEET OR 1.3528 ACRES MORE OR LESS.

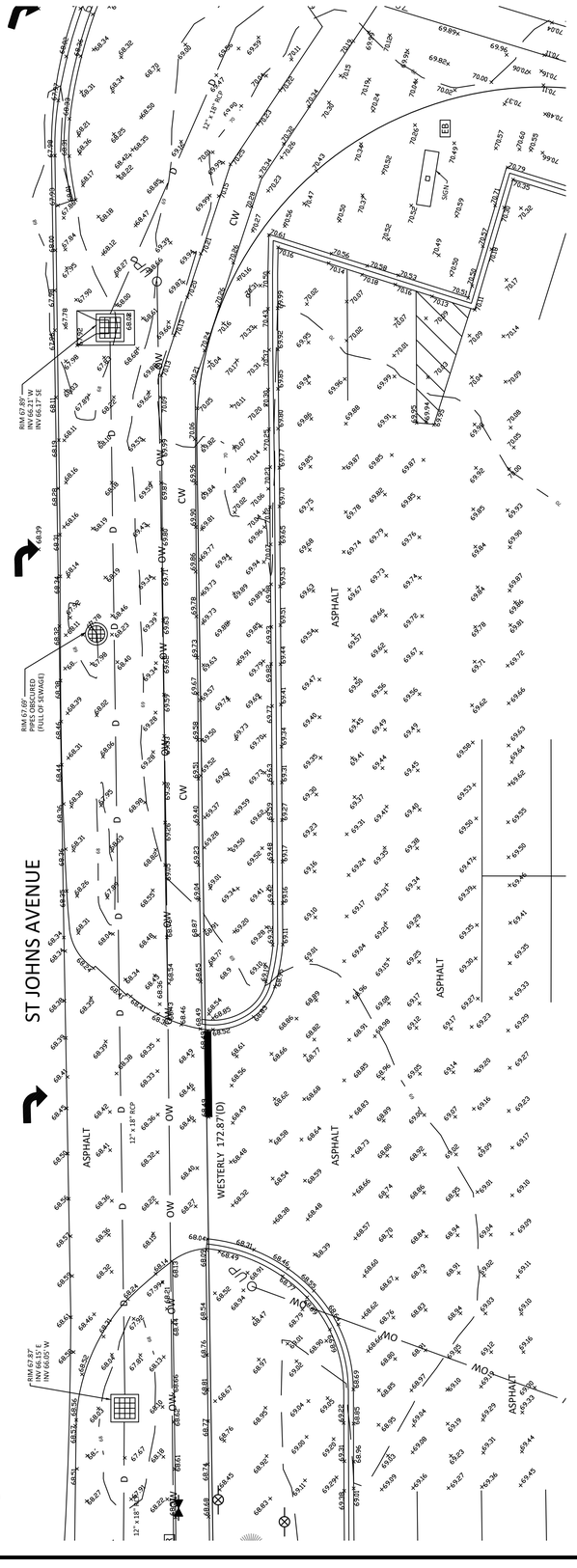
CERTIFIED TO:

INFINITY ENGINEERING GROUP, LLC

SHEET 2 OF 2

BOUNDARY & TOPOGRAPHIC SURVEY





AC	- AIR CONDITIONER
-BB-	- BOTTOM OF BANK
BHM	- BUILDING HEIGHT MEASUREMENT
	- BACK FLOW PREVENTER
	- BENCHMARK
	- BOLLARD
-E-	- BURIED ELECTRIC LINE
-C-	- BURIED CABLE TELEVISION LINE
CALC	- CALCULATED
C&M	- CALCULATED & MEASURED
Δ	- CENTRAL ANGLE
CBW	- CONCRETE BLOCK WALL
CC	- COVERED CONCRETE
CCR	- CERTIFIED CORNER RECORD
CF	- CONCRETE FLUME
CHW	- CONCRETE HEADWALL
CLF	- CHAIN LINK FENCE
	- CENTERLINE
CM	- CONCRETE MONUMENT
CMP	- CORRUGATED METAL PIPE
+CO	- CLEAN OUT
CONC	- CONCRETE
COVD	- COVERED
CP	- CONCRETE PAD
	- CURB INLET
CW	- CONCRETE WALKWAY
-D-	- BURIED STORM/DRAIN LINE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
	- DOT INLET
DP	- DUMPSTER PAD
DW	- DRIVEWAY
	- EASEMENT NUMBER
E	- ELECTRIC BOX
	- ELECTRICAL METER
EL	- ELEVATION
ESMT	- EASEMENT
EP	- EDGE OF PAVEMENT
FDOT	- FLORIDA DEPARTMENT OF TRANSPORTATION
FPRN	- FLORIDA PERMANENT REFERENCE NETWORK
FIRM	- FLOOD INSURANCE RATE MAP
FFE	- FINISHED FLOOR ELEVATION
FH	- FIRE HYDRANT
-FM-	- BURIED FORCE MAIN LINE
FND	- FOUND
-FO-	- BURIED FIBER OPTIC CABLE LINE
FOC	- FIBER OPTIC CABLE BOX
FP	- FLAG POLE
-G-	- BURIED GAS LINE
GM	- GAS METER
GV	- GAS VALVE
	- GREASE TRAP MANHOLE
	- GUY WIRE ANCHOR
	- HANDICAP PARKING
HDPE	- HIGH DENSITY POLYETHYLENE PIPE
INST#	- RECORD INSTRUMENT#
INV	- INVERT ELEVATION
IP	- IRON PIPE
IR	- IRON ROD
L	- ARC LENGTH
LB	- LICENSED BUSINESS
	- LIGHT POLE
LS	- LICENSED SURVEYOR
LSA	- LANDSCAPED AREA
MF	- METAL FENCE
MS	- METAL SHED
	- MITERED END SECTION
	- MONITORING WELL
N&D	- NAIL & DISK
NAVD	- NORTH AMERICAN VERTICAL DATUM
NAD	- NORTH AMERICAN DATUM
NGVD	- NATIONAL GEODETIC VERTICAL DATUM
NTS	- NOT TO SCALE
ORB	- OFFICIAL RECORDS BOOK
-OW-	- OVERHEAD WIRE
PB	- PLAT BOOK
PC	- POINT OF CURVATURE
PCC	- POINT OF COMPOUND CURVATURE
PP	- PER PLANS
PG	- PAGE
PI	- POINT OF INTERSECTION
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
PRC	- POINT OF REVERSE CURVATURE
# PS	- PARKING SPACES
PSM	- PROFESSIONAL SURVEYOR & MAPPER
PSP	- PEDESTRIAN SIGNAL POLE
PT	- POINT OF TANGENCY
PVC	- POLYVINYL CHLORIDE PIPE
R	- CURVE RADIUS
RCP	- REINFORCED CONCRETE PIPE
-R-	- REUSE WATER LINE
	- REUSE WATER METER
	- REUSE WATER VALVE
RP	- RAMP
R/W	- RIGHT-OF-WAY
	- SANITARY MANHOLE
-S-	- BURIED SANITARY LINE
(S)	- SURVEY
SF	- SQUARE FEET
SP	- STATE PLANE
SDO	- SHOWN FOR DIRECTION ONLY
SN	- SIGN
SWF	- STOCK WIRE FENCE
	- SEWER VALVE
XXX.00	- SPOT ELEVATION
	- STORM MANHOLE
-T-	- BURIED TELECOMMUNICATIONS LINE
(T)	- TELECOMMUNICATIONS MANHOLE
	- STORM INLET
-TB-	- TOP OF BANK
TP	- TRAFFIC SIGNAL POLE
	- TRAFFIC SIGN
	- TRANSFORMER/JUNCTION BOX
	- TELEPHONE RISER
	- TRAFFIC SIGNAL BOX
	- TELEVISION BOX
TSW	- TRAFFIC SIGNAL WIRE
TYP	- TYPICAL
-U-	- UNKNOWN UTILITY
UE	- UTILITY EASEMENT
UP	- UTILITY POLE
UM	- UTILITY MARKER
VCP	- VITRIFIED CLAY PIPE
-V-	- VINYL FENCE
-W-	- BURIED WATER LINE
WF	- WOOD FENCE
WS	- WOOD SHED
	- WATER VALVE
	- WATER METER
YD	- YARD DRAIN

Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

ADDRESS:
110 S State Rd 19
Palatka, FL 32177

Job Information

JOB NO.	906677
CF NO.	PTN-11-10-26
FIELD DATE:	01/24/25
DRAWN BY:	DSK

Revisions

DATE:	DESCRIPTION:	BY:

PB 25-08 0 Kelley Smith School Rd. Request to annex approximately 5.5 acres into the City of Palatka. Amend the Future Land Use Map and rezone.
Parcel No.: Parcel # 16-10-26-0000-0240-0013
Address:0 Kelley Smith School Rd. Owner: Putnam County School District
Parcel No.: Parcel # 16-10-26-0000-0240-0013
Address:0 Kelley Smith School Rd.
Owner: Putnam County School District

STAFF REPORT

DATE: July 1, 2025
TO: City of Palatka Planning Board
FROM: City Staff

APPLICATION REQUEST

Request to annex one parcel, approximately 5.5 acres, into the City of Palatka for the purpose of connecting to the city's water and sewer system; amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF), and rezone from Putnam County Agricultural (AG) to City of Palatka Public Buildings and Grounds (PBG-1).

BACKGROUND

The application is for approx. 5.5 acres parcel located at 0 Kelley Smith School Rd. next to the Kelley Smith Elementary school. The Putnam County School District's ultimate goal is to expand the existing school district facilities. The property is currently vacant. The applicant wishes to connect to the City's water & sewer facilities which are available nearby. The parcel is adjacent to the City boundaries.

PROJECT ANALYSIS

Staff Recommendation

1. Staff recommends the request to annex the approximately 5.5 acre property into the City be approved.

2. Staff recommends the request to amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF) be approved.

3. Staff recommends the request to rezone from Putnam County Agricultural (AG) to City

of Palatka Public Buildings and Grounds (PBG-1) be approved.

ATTACHMENTS

1.	PB 25-08 0 Kelley Smith Staff Report
2.	Aerial Photo Kelley Smith School Rd.
3.	MAP 0 Kelley Smith School Rd
4.	Annex App & Fee
5.	FLUM app
6.	Deed

Case PB 25-08- Annex, Amend Future Land Use Map and Rezone
Address: 16-10-26-0000-0240-0013 Kelley Smith School Rd., Approx. 5.5 acres
Applicants: Putnam County School District Board

STAFF REPORT

DATE: May 23, 2025

TO: City of Palatka Planning Board

FROM: STAFF

APPLICATION REQUEST

Request to annex one parcel, approximately 5.5 acres, into the City of Palatka for the purpose of connecting to the city's water and sewer system; amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF), and rezone from Putnam County Agricultural (AG) to City of Palatka Public Buildings and Grounds (PBG-1).

Public notice included legal advertisement in the Palatka Daily News, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The application is for approx. 5.5 acres parcel located at 0 Kelley Smith School Rd. next to the Kelley Smith Elementary school. The Putnam County School District's ultimate goal is to expand the existing school district facilities. The property is currently vacant. The applicant wishes to connect to the City's water & sewer facilities which are available nearby. The parcel is adjacent to the City boundaries.

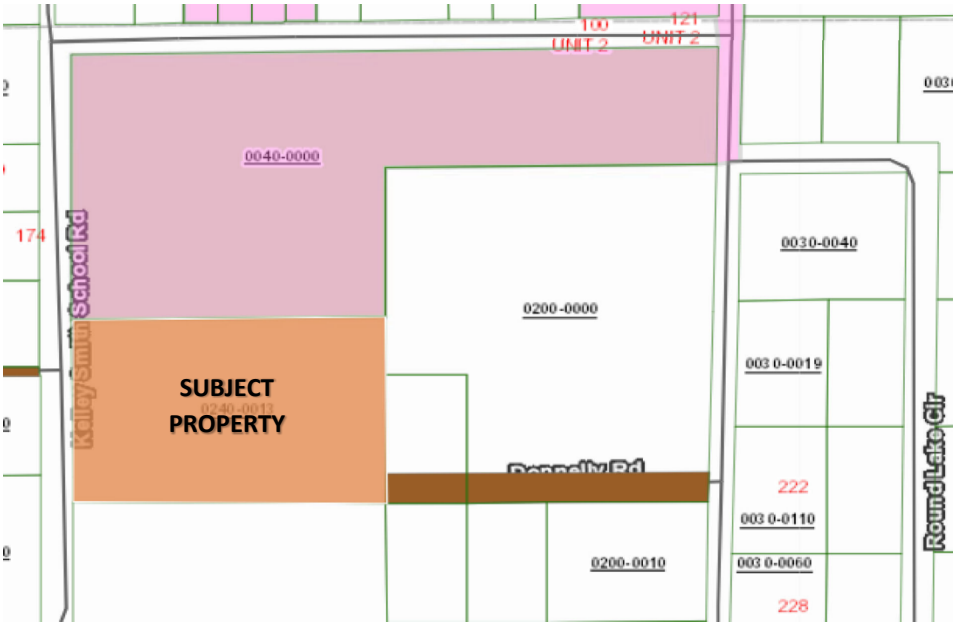


Figure 1: Subject site with City boundaries shown.
Table 1: Current and Proposed Future Land Use Map and Zoning Designations

	Actual Use	FLUM	ZONING
Property Existing	Vacant	Putnam County Public Buildings/Grounds/Other Public Facilities (PF) & PC Urban Reserve (UR)	Putnam County Agricultural (AG)
Property Proposed	School Related	City of Palatka Public Buildings/Grounds/Other Public Facilities (PF)	City of Palatka Public Buildings and Grounds (PBG-1)
North	City Kelley Smith School	City Public Buildings/Grounds/Other Public Facilities	City Residential, two-family, residential (R-2)
South	County Agricultural	County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR)	County Agricultural (AG)
East	County Agricultural	County Public Buildings/Grounds/Other Public Facilities (PF)	County Agricultural Estate (AE)
West	County Agricultural	County Urban Reserve (UR)	County Agricultural (AG)

PROJECT ANALYSIS

Annexation Analysis

Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be "reasonably compact".

Contiguous: F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality's boundary. As shown previously, in ***Figure 1:*** Subject site, the property is contiguous to the City limits to the north of the parcel.

Compactness: The statute provides a definition for compactness that requires an annexation to be for properties in a single area and precludes any action that would create or increase enclaves, pockets, or finger areas in serpentine patterns. Annexing this property meets the standard of compactness because it does not create an enclave or pocket.

Connection to Water: Water and sewer are available to the site in question. The applicant desires to connect to the City water and sewer system. The system is adequate to handle the annexation of the site.

Comprehensive Plan Public Facilities Element Policy D.1.2.1.

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for

areas outside of City limits is conditioned upon annexation only when those properties become contiguous.

Future Land Use Change Analysis

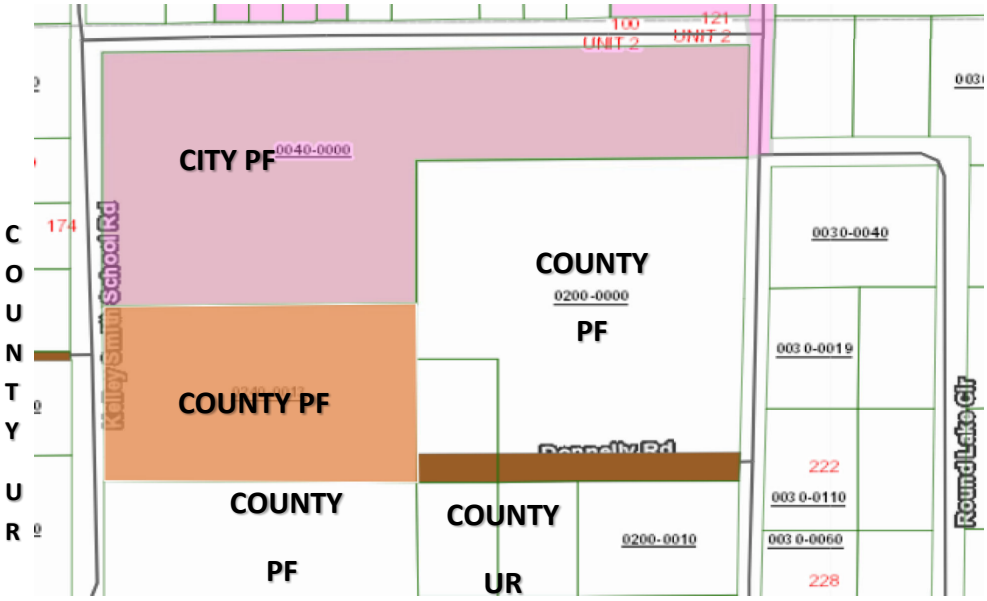


Figure 2: Current Future Land Use

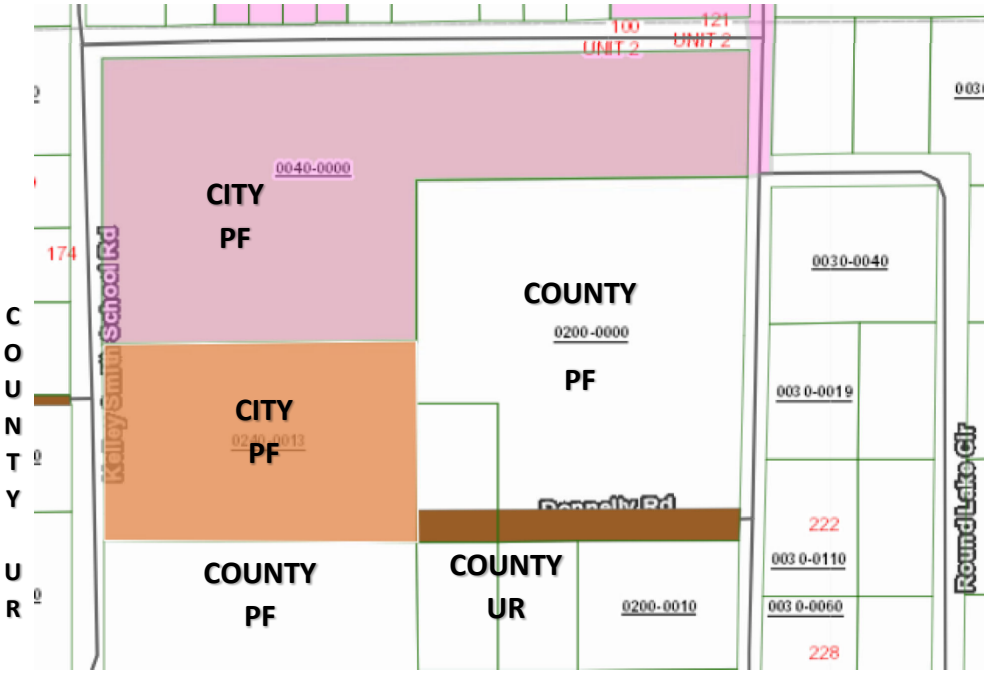


Figure 3: Proposed Future Land Use

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Response: Staff is not aware of any soil or topography conditions that would present major problems for additional future development of this property in accordance with all applicable land development regulations. Nor is staff aware of natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.

Response: The applicant proposes to continue the neighboring use of school related facilities.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests*:*

- Low-intensity, low-density, or single-use development or uses.
- Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
- Radial, strip, isolated, or ribbon development patterns.
- Development that fails to adequately protect and conserve natural resources and agricultural activities
- Development that fails to maximize use of existing and future public facilities and services.
- Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
- Development that fails to provide a clear separation between rural and urban uses.
- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The annexation of this parcel would not contribute to urban sprawl and will not create an undo burden on the water system. Property to the North has water and sewer connections. This annexation would be contiguous, as it borders City limits to the North. The use of this parcel will be school related.

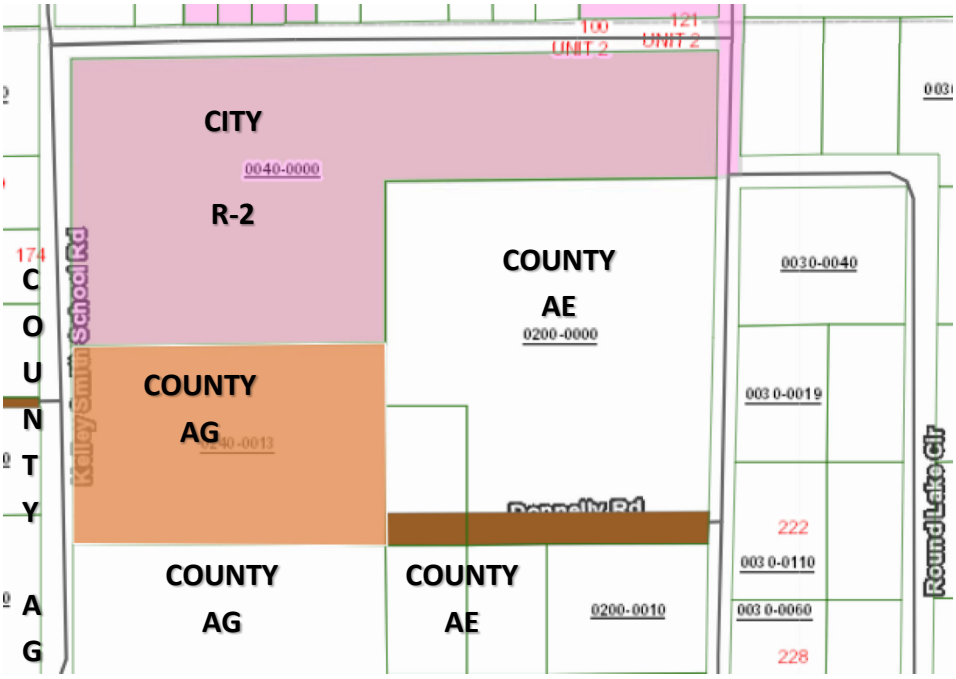


Figure 4: Current Zoning

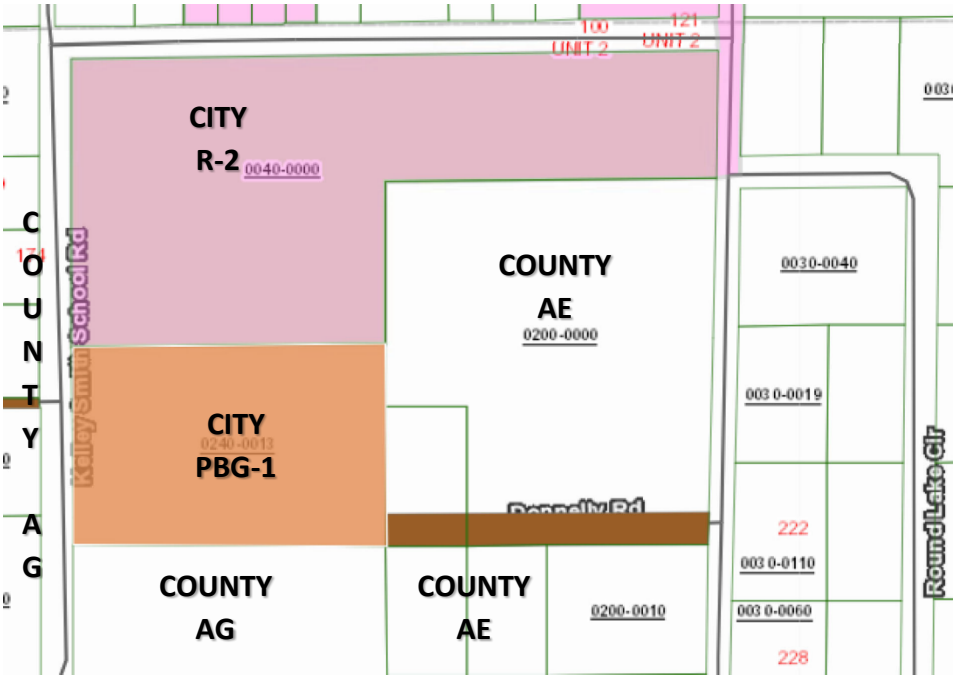


Figure 5; Proposed zoning

Zoning Analysis

Section 94-38(f)(1) requires that the report and recommendations of the Planning Board to the City Commission required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

a. *Whether the proposed change is in conformity with the Comprehensive Plan:*
Response: When a property is annexed into the city, it is often given a similar Future Land Use and Zoning to what existed when in the County. The subject property

currently has a Putnam County Public Buildings/Grounds/Other Public Facilities (PF) land use classification. The proposed rezoning conforms with the Comprehensive Plan.

b. *The existing land use pattern.*
Response: The existing land use pattern in this area is a mix of institutional, residential, and vacant land uses. The proposed land use will not alter existing land use patterns.

c. *Possible creation of an isolated district unrelated to adjacent and nearby districts*.
Response: The parcel is vacant with school facilities projected. There is already school use next to the subject parcel and being annexed into the city will not alter the existing relationship of the surrounding area.

d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*
Response: The subject property is vacant with a proposed school use which is adjoining school property already developed. There will be no increase in population or overtaxing of the load on public facilities.

e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*
Response: Surrounding parcels are mixed development of school, residential and agricultural. Amending the property zoning to City of Palatka Public Buildings and Grounds (PBG-1) will keep proposed conditions within the same uses.

f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*
Response: The City endeavors to convert properties on well and septic systems to City water and sewer in order to reduce pollutants released into ground water and increase revenue to the City's water and sewer funds. Conditions in the area of the subject parcel will remain unchanged. Putnam County School Board intends to expand the existing educational facilities.

g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*
Response: The immediate neighborhood around the subject parcel is a long established school. Any existing living conditions will not change with approval.

h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*
Response: The traffic patterns in the area are already established and will remain the same nor will it affect public safety. It's not anticipated to be a significant increase of existing daily trips.

i. *Whether the proposed change will create a drainage problem.*
Response: There should be no impact on drainage in the area.

j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*
Response: No reduction in light and air to adjacent areas is expected.

k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: There should be no impact on property values as it will be an expansion of an existing use.

l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*
Response: The proposed rezoning will not be a deterrent for the improvement of adjacent property.

m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*
Response: The proposed rezoning will not grant a special privilege to the property owner.

n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*
Response: The zoning classifications for the use in this area do not differ substantially. The reason for amending the existing zoning is due to the annexation of the parcel into the city limits and connecting it to City water and sewer facilities for school related use.

o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*
Response: The immediate area is institutional and residential in nature. The zoning already exists and is a part of the neighborhood.

p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*
Response: It is not impossible, but the purpose of this request is to obtain water & sewer services from the City. The property has a proposed use of school facilities, this zoning is already established in this neighborhood.

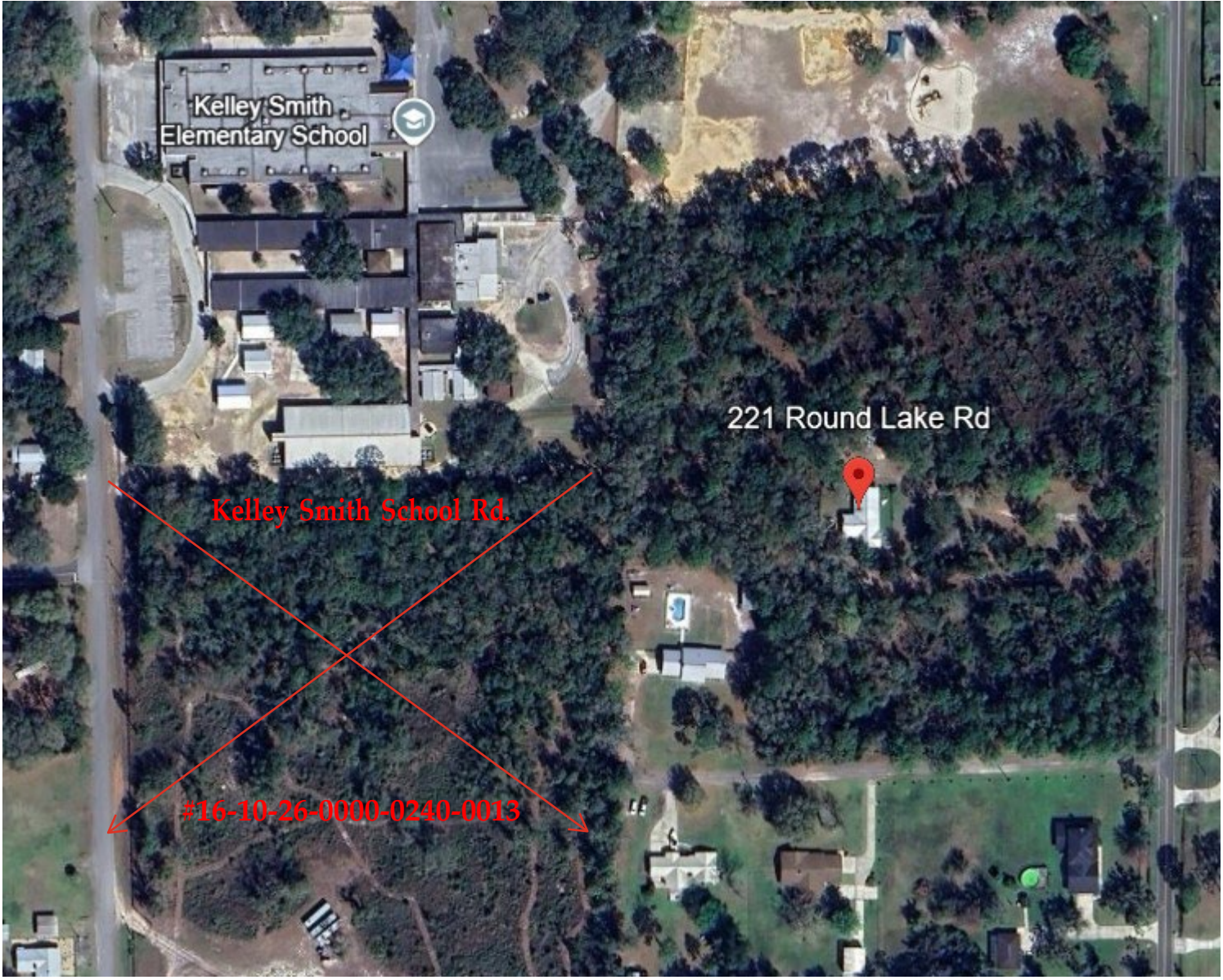
q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*
Response: Not applicable.

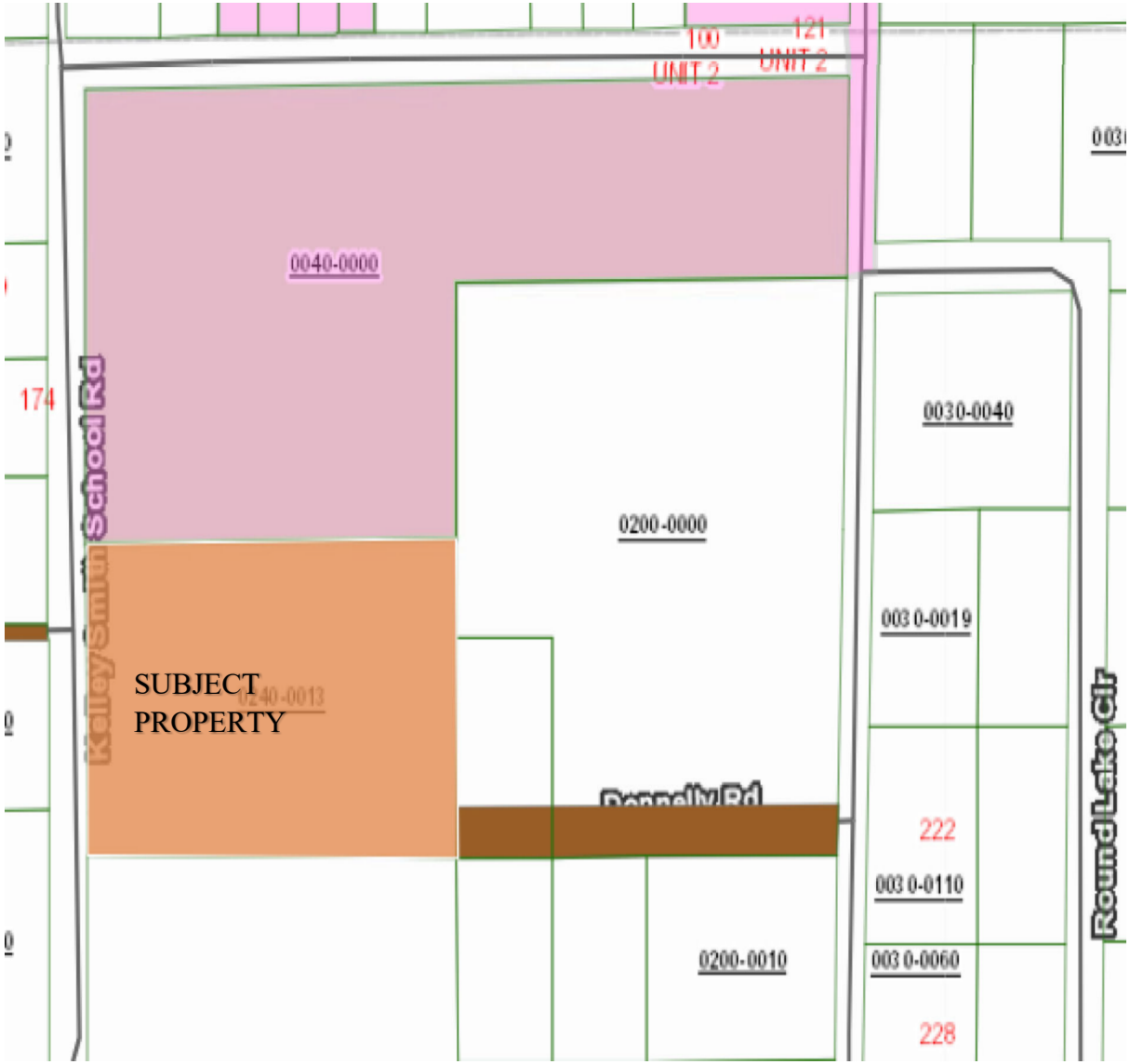
Staff Recommendation

1. Staff recommends the request to annex the approximately 5.5 acre property into the City be approved.

2. Staff recommends the request to amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF) be approved.

3. Staff recommends the request to rezone from Putnam County Agricultural (AG) to City of Palatka Public Buildings and Grounds (PBG-1) be approved.


Kelley Smith
Elementary School
221 Round Lake Rd
Kelley Smith School Rd.
#16-10-26-0000-0240-0013


100
UNIT 2
121
UNIT 2
0040-0000
174
School Rd
0200-0000
0030-0040
0030-0019
SUBJECT
PROPERTY
0240-0013
Round Lake Cir
222
0030-0110
0200-0010
0030-0060
228

ANNEXATION APPLICATION

DATE RECEIVED: 4/28/25
APP NUMBER: PB - 25-09
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.
(Checks payable to the City of Palatka)

Annexation: $700.00 Small scale amendment <50 acres: $1440.00 Large scale amendment >50 acres: $2390.00

- ❑ Application Fee
- ❑ Copy of Recorded Deed
- ❑ Legal Description
- ❑ Letter of Authorization
- ❑ Survey
- ❑ Site Map
- ❑ Project Narrative
- ❑ Site Plan (for planned development)
- ❑ Supplementary Information

Property Information

1. Property Address: NONE
2. Parcel Number: 16-10-26-0000-0240-0013
3. Parcel Dimensions: Approximately 413 ft x 632 ft (5.5 ACRES)
4. Current Property Use: VACANT
5. Current Future Land Use Map Designation: City: _____ County: PF
6. Proposed Future Land Use Map Designation (if applicable): City: _____ County: _____
7. Proposed Use: _____
8. Current Zoning Designation: AG Requested Zoning Designation: PBG-1
9. Square footage of any proposed structures _____ Number & types of structures on property _____

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Putnam County District School Board
Mailing Address: 200 Reid Street, Palatka FL 32177
Phone Number(s): 386-329-0630 Email: tbolling@my.putnamschools.org

Agent/Contractor *(Submit proof of authorization to act as agent with your application)*

Name(s): Donald F. Holmes, Esq of Holmes & Young, P.A.
Mailing Address: 222 N. 3rd Street, Palatka FL
Phone Number(s): 386-328-1111 Email: Holmes@HolmesandYoung.com

To Be Notarized

Name (Print Name): Thomas D. Balling, Sr., Assistant Scots Support Services

Signature: Thomas D. Balling Sr. Date: April 17, 2025

STATE OF Florida County of Putnam

Before me this day personally appeared Thomas D. Balling Sr who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 17 day of April A.D. 2025.

(Notary Seal)

Notary Public State of Florida
Melanie A Bryan
My Commission HH 436514
Expires 8/22/2027

Melanie A Bryan
Notary Public

My commission expires: 08/22/2027 State of Florida at Large.

Type of Identification Produced: Personally Known

For Official Use Only

Date Submitted: _____ FLUM Designation: _____

Received By: _____ Preliminary Review by: _____

Confirmed Current Zoning: _____ Date Legal Ad Ran: _____

(Allowable) Requested Zoning: _____ Sign(s) Posted Date: _____

Surrounding property owner's notices sent: _____

Attachments Reviewed:

- ❑ Copy of Recorded Deed
- ❑ Legal Description
- ❑ Survey
- ❑ Letter of Authorization
- ❑ Application Fee

City of Palatka
201 N 2ND ST
PALATKA FL 32177-3735
(386)329-0100
CASH RECEIPT

Date: 04/29/2025 OPER ID: AROMERO RECEIPT NO:F000691

RECEIVED FROM: ANNEX, FLUM AND REZONE

AMOUNT RECEIVED: 1,720.00 TYPE: CK CHECK: 504503

CHANGE DUE: 0.00

TOTAL RECEIVED: 1,720.00

DISTRIBUTION:

AMOUNT	ACCOUNT NUMBER	DESCRIPTION / FOR
1,720.00		ANNEX, FLUM AND REZONE 16-10-26-0000-0200-0000 16-10-26-0000-0240-0013

FLU AMENDMENT
REZONING
APPLICATION

DATE RECEIVED: _____
APP NUMBER: PB - _____
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.
(Checks payable to the City of Palatka)

- ❑ Application Fee
- ❑ Copy of Recorded Deed
- ❑ Legal Description
- ❑ Letter of Authorization
- ❑ Survey
- ❑ Site Map
- ❑ Project Narrative
- ❑ Site Plan (for planned development)
- ❑ Supplementary Information

Property Information

1. Property Address: NONE
2. Parcel Number: 16-10-26-0000-0240-0013
3. Parcel Dimensions: Approximately 413 ft x 632 ft (5.5 ACRES)
4. Current Property Use: VACANT
5. Current Future Land Use Map Designation: City: _____ County: PF
6. Proposed Future Land Use Map Designation (if applicable): City: _____ County: _____
7. Proposed Use: School Related
8. Current Zoning Designation: AG Requested Zoning Designation: PBG-1
9. Square footage of any proposed structures _____ Number & types of structures on property _____

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Putnam County District School Board
Mailing Address: 200 Reid Street, Palatka FL 32177
Phone Number(s): 386-329-0630 Email: tbolling@my-putnamschools.org

Agent/Contractor *(Submit proof of authorization to act as agent with your application)*

Name(s): Donald E. Holmes, Esq. of Holmes and Young, P.A.
Mailing Address: 222 N. 3rd St, Palatka FL 32177
Phone Number(s): 386-328-1111 Email: Holmes@HolmesandYoung.com

To Be Notarized

Name (Print Name): Thomas D. Billings, Sr. Assistant Supt. Support Services

Signature: [signature] Date: April 17 2025

STATE OF Florida County of Putnam

Before me this day personally appeared Thomas D. Billings Sr who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 17 day of April A.D 2025.

(Notary Seal)

Notary Public State of Florida
Melanie A Bryan
My Commission HH 436514
Expires 8/22/2027

[signature]
Notary Public

My commission expires: 08/22/2027 State of Florida at Large.

Type of Identification Produced: personally known

For Official Use Only

Date Submitted: _____ FLUM Designation: _____

Received By: _____ Preliminary Review by: _____

Confirmed Current Zoning: _____ Date Legal Ad Ran: _____

(Allowable) Requested Zoning: _____ Sign(s) Posted Date: _____

Surrounding property owner's notices sent: _____

Attachments Reviewed:

- ❑ Copy of Recorded Deed
- ❑ Legal Description
- ❑ Survey
- ❑ Letter of Authorization
- ❑ Application Fee

3

Return to:

Name: Putnam County District School Board

Address: 200 Reid Street
Palatka, FL 32177

This Instrument Prepared by: Walter Fortner

Address: Palatka Abstract & Title Ins. Inc
113 North 4th Street
Palatka, FL 32177
File No. 23-306

Property Appraiser's ID #:
16-10-26-0000-0240-0010

Inst: 202354014144 Date: 06/27/2023 Time: 4:10PM Doc Stamp-Deed: 1050.00 By: CH, DC, Matt Reynolds, Putnam, County Page 1 of 3 B: 1715 P: 589

WARRANTY DEED

This Warranty Deed is executed this 15 day of June, 2023, by Christopher Kelley and Mallorie Kelley, husband and wife ("Grantor") to Putnam County District School Board ("Grantee").

"Grantor" and "Grantee" are used for singular or plural, as context requires.

Witnesseth, that Grantor, for the sum of $150,000 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

SEE EXHIBIT A

This conveyance is subject to easements, restrictions, reservations, and limitations of record, if any, **and together with** all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

And, Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land; and that Grantor will defend the same against the lawful claims of all persons whomever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

In Witness Whereof, Grantor has signed and sealed these presents the day and year above written.

Signed, sealed and delivered as to all Grantors in the presence of:

Signature of Witness 1

Marc Spalding
Print Name of Witness 1

Signature of Witness 2

Walter Fortner
Print Name of Witness 2

Signature of Grantor 1

Christopher Kelley

Mailing Address of Grantor 1

Signature of Grantor 2

Mallorie Kelley

Mailing Address of Grantor 2

Notary Section:

STATE OF FLORIDA

COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of June, 2023, by Christopher Kelley and Mallorie Kelley.

Personally Known ☐ OR Produced Identification ☑

Type of Identification Produced: Florida Driver's License

(Signature of Notary Public) Walter Fortner

(Print, Type, or Stamp Commissioned Name of Notary Public) Walter Fortner

My Commission expires:

Affix Notary SEAL

Notary Public State of Florida
Walter Fortner
My Commission
GG 962554
Exp. 2/26/2024

EXHIBIT A

A portion of the South 1/2 of the NE 1/4 of the NW 1/4 of Section 16, Township 10 South, Range 26 East, Putnam County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the North 1/2 of the NE 1/4 of the NW 1/4 of Section 16, Township 10 South, Range 26 East; thence N 89°01'31" E, along the South line of said North 1/2 of the NE 1/4 of the NW 1/4, 33.0 feet to a line lying 33.0 feet Easterly of the West line of said NE 1/4 of the NW 1/4 of Section 16, Township 10 South, Range 26 East and the Point of Beginning, said line also being the Easterly right of way line of Kelly Smith School Road as now established; thence continue N 89°01'31" E, along aforesaid South line of the North 1/2 of the NE 1/4 of the NW 1/4, 637.34 feet to the Northeast corner of the SW 1/4 of the NE 1/4 of the NW 1/4 of Section 16, Township 10 South, Range 26 East; thence S 00°21'31" W, along the East line of said SW 1/4 of the NE 1/4 of the NW 1/4, a distance of 395.12 feet; thence N 88°04'02" W, 633.19 feet to aforesaid line lying 33.0 feet Easterly of the West line of said NE 1/4 of the NW 1/4; also being the Easterly right of way line of Kelly Smith School Road; thence N 00°18'34" W, along last said line, 361.41 feet to the Point of Beginning and to close.

Containing 5.50 Acres.

PB 25-09 221 Round Lake Rd. Request to annex approximately 9.99 acres into the City of Palatka. Amend the Future Land Use Map and rezone.
Parcel No.:16-10-26-0000-0200-0000
Address: 221 Round Lake Rd. Owner: Jeffery & Pamela Bedenbaugh

Parcel No.:16-10-26-0000-0200-0000
Address: 221 Round Lake Rd.
Owner: Jeffery & Pamela Bedenbaugh

STAFF REPORT

DATE: July 1, 2025
TO: City of Palatka Planning Board
FROM: City Staff

APPLICATION REQUEST

Request to annex one parcel, approximately 9.99 acres, into the City of Palatka for the purpose of connecting to the city's water and sewer system; amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF), and rezone from Putnam County Unincorporated Agricultural Estate (AE) to City of Palatka Public Buildings and Grounds (PBG-1).

BACKGROUND

The application is for approx. 9.99 acres parcel located at 221 Round Lake Rd. next to the Kelley Smith Elementary School. The Putnam County School District's ultimate goal is to expand the existing school district facilities. The property has a vacant residential structure. The applicant wishes to connect to the City's water and sewer facilities which are available nearby. The parcel is adjacent to the City boundaries.

PROJECT ANALYSIS

Staff Recommendation

1. Staff recommends the request to annex the approximately 9.99-acre property into the City be approved.

2. Staff recommends the request to amend the Future Land Use Map from Putnam County Uban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF) be approved.

3. Staff recommends the request to rezone from Putnam County Unincorporated

Agricultural Estate (AE) to City of Palatka Public Buildings and Grounds (PBG-1) be approved.

ATTACHMENTS

1.	PB 25-09 221 Round Lake Rd Staff Report
2.	Aerial Photo Round Lake
3.	MAP 221 ROUND LAKE RD.
4.	Annex app & fee
5.	FLU and Rezone app
6.	Deed

Case PB 25-09- Annex, Amend Future Land Use Map and Rezone
Address: 16-10-26-0000-0200-0000 221 Round Lake Rd., Approx. 9.99 acres
Applicants: Jeffery & Pamela Bedenbaugh

STAFF REPORT

DATE: May 23, 2025

TO: City of Palatka Planning Board

FROM: STAFF

APPLICATION REQUEST

Request to annex one parcel, approximately 9.99 acres, into the City of Palatka for the purpose of connecting to the city's water and sewer system; amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF), and rezone from Putnam County Unincorporated Agricultural Estate (AE) to City of Palatka Public Buildings and Grounds (PBG-1).

Public notice included legal advertisement in the Palatka Daily News, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The application is for approx. 9.99 acres parcel located at 221 Round Lake Rd. next to the Kelley Smith Elementary School. The Putnam County School District's ultimate goal is to expand the existing school district facilities. The property has a vacant residential structure. The applicant wishes to connect to the City's water and sewer facilities which are available nearby. The parcel is adjacent to the City boundaries.

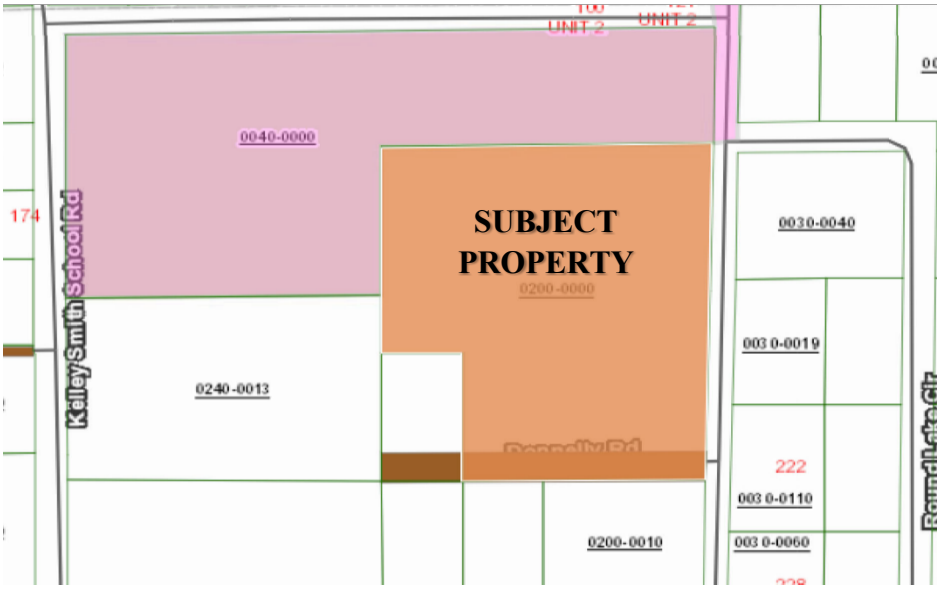


Figure 1: Subject site with City boundaries shown.

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

	Actual Use	FLUM	ZONING
Property Existing	Vacant Residential Structure	Putnam County Public Buildings/Grounds/Other Public Facilities (PF)	Putnam County Unincorporated Agricultural Estate (AE)
Property Proposed	School Related	City of Palatka Public Buildings/Grounds/Other Public Facilities (PF)	City of Palatka Public Buildings and Grounds (PBG-1)
North	City Kelley Smith School	City Public Buildings/Grounds/Other Public Facilities	City Residential, two-family, residential (R-2)
South	County Agricultural	County Urban Reserve (UR)	County Agricultural Estate (AE)
East	County Agricultural	County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR)	County Agricultural (AG)
West	Residential	County Urban Reserve (UR)	County Residential Single-Family Estate (RE)

PROJECT ANALYSIS

Annexation Analysis

Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be "reasonably compact".

Contiguous: F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality's boundary. As shown previously, in ***Figure 1:*** Subject site, the property is contiguous to the City limits to the north of the parcel.

Compactness: The statute provides a definition for compactness that requires an annexation to be for properties in a single area and precludes any action that would create or increase enclaves, pockets, or finger areas in serpentine patterns. Annexing this property meets the standard of compactness because it does not create an enclave or pocket.

Connection to Water and Sewer: Water and sewer are available to the site in question. The applicant desires to connect to the City water & sewer system. The system is adequate to handle the annexation of the site.

Comprehensive Plan Public Facilities Element Policy D.1.2.1.
The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for

areas outside of City limits is conditioned upon annexation only when those properties become contiguous.

Future Land Use Change Analysis

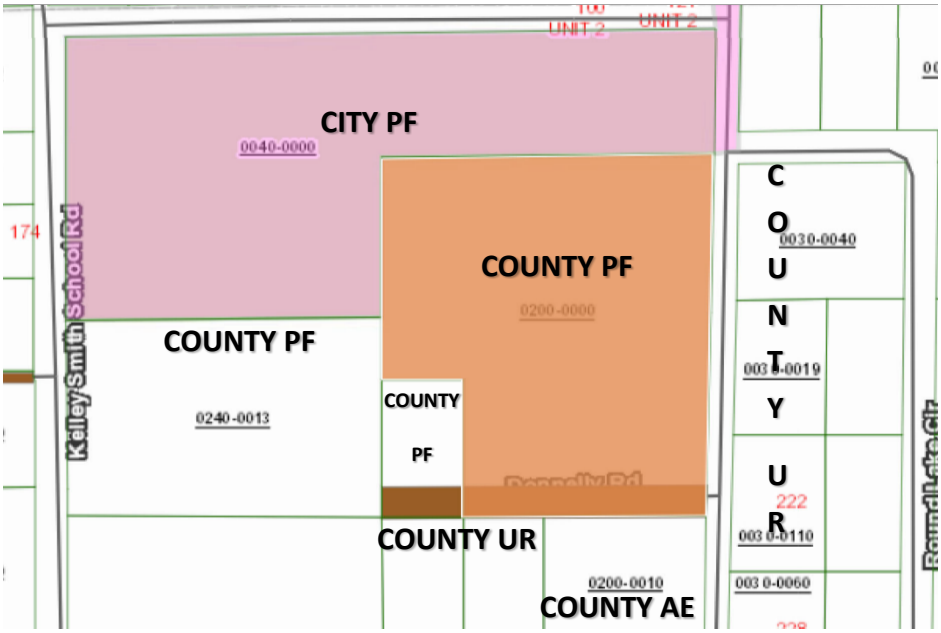


Figure 2: Current Future Land Use

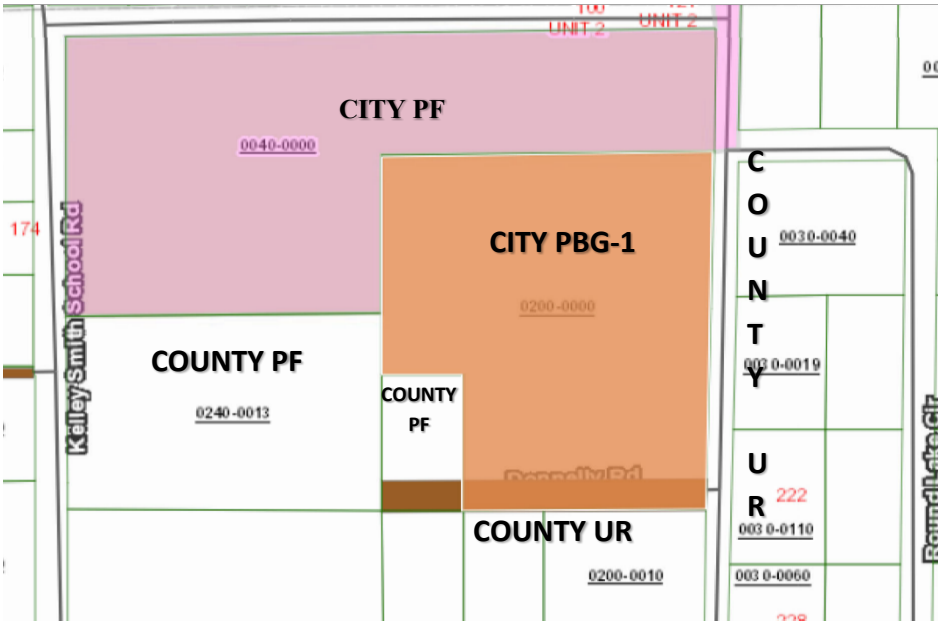


Figure 3: Proposed Future Land Use

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Response: Staff is not aware of any soil or topography conditions that would present major problems for additional future development of this property in accordance with all applicable land development regulations. Nor is staff aware of natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.

Response: The applicant proposes to continue the neighboring use of school related facilities.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests:

- Low-intensity, low-density, or single-use development or uses.
- Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
- Radial, strip, isolated, or ribbon development patterns.
- Development that fails to adequately protect and conserve natural resources and agricultural activities
- Development that fails to maximize use of existing and future public facilities and services.
- Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
- Development that fails to provide a clear separation between rural and urban uses.
- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The annexation of this parcel would not contribute to urban sprawl and will not create an undo burden on the water system. Property to the North has water connections. This annexation would be contiguous, as it borders City limits to the North. The use of this parcel will be school related.

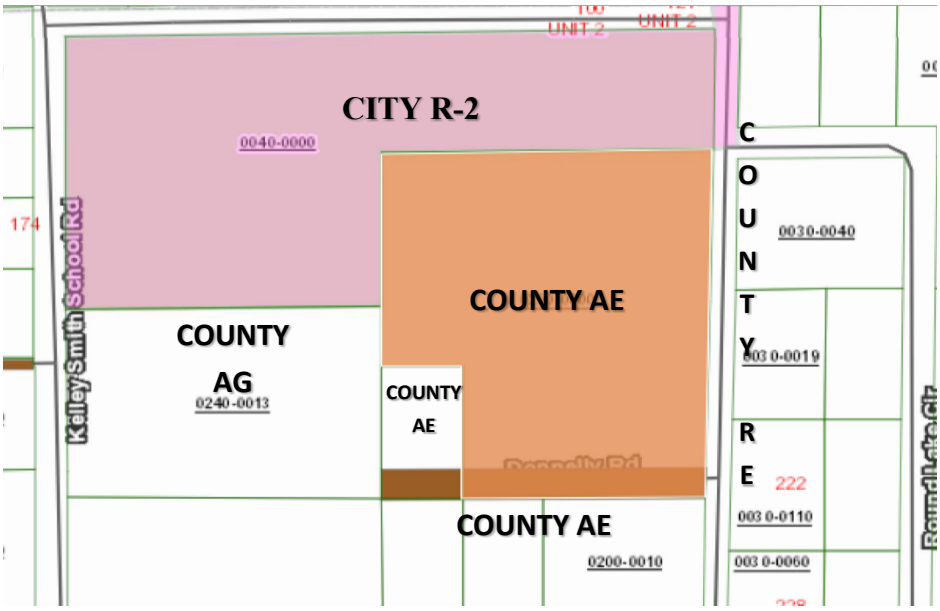


Figure 4: Current Zoning

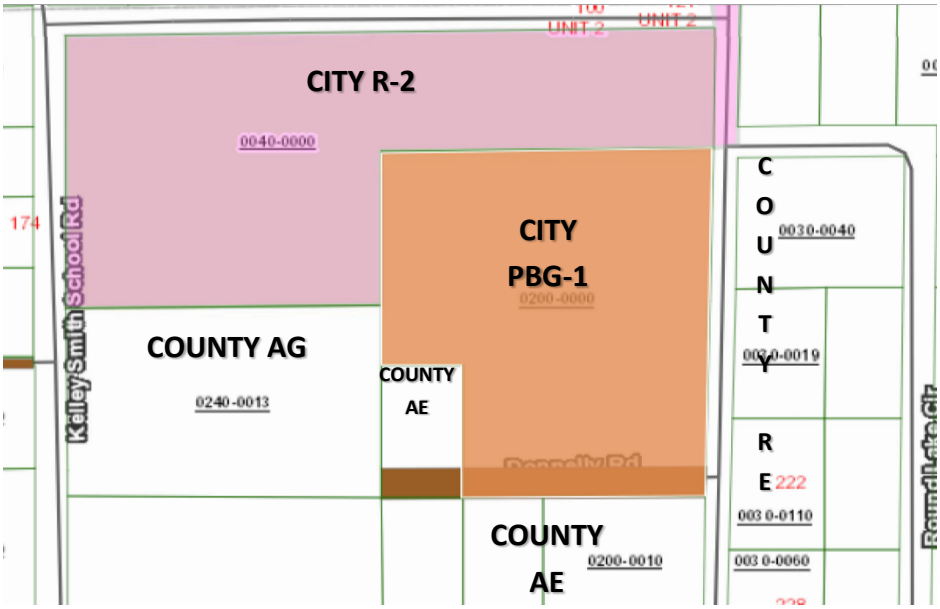


Figure 5; Proposed Zoning

Zoning Analysis

Section 94-38(f)(1) requires that the report and recommendations of the Planning Board to the City Commission required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

a. *Whether the proposed change is in conformity with the Comprehensive Plan:*
Response: When a property is annexed into the city, it is often given a similar Future Land Use and Zoning to what existed when in the County. The subject property currently has a Putnam County Public Buildings/Grounds/Other Public Facilities (PF) land use classification. The proposed rezoning conforms with the Comprehensive Plan.

b. *The existing land use pattern.*
Response: The existing land use pattern in this area is a mix of institutional, residential, and vacant land uses. The proposed land use will not alter existing land use patterns.

c. *Possible creation of an isolated district unrelated to adjacent and nearby districts*.
Response: The parcel is vacant with school facilities projected. There is already school use next to the subject parcel and being annexed into the city will not alter the existing relationship of the surrounding area.

d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*
Response: The subject property is vacant with a proposed school use which is adjoining school property already developed. There will be no increase in population or overtaxing of the load on public facilities.

e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*
Response: Surrounding parcels are mixed development of school, residential, and agricultural. Amending the property zoning to City of Palatka Public Buildings and Grounds (PBG-1) will keep proposed conditions within the same uses.

f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*
Response: The City endeavors to convert properties on well and septic systems to City water and sewer in order to reduce pollutants released into ground water and increase revenue to the City's water and sewer funds. Conditions in the area of the subject parcel will remain unchanged. Putnam County School Board intends to expand the existing educational facilities.

g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*
Response: The immediate neighborhood around the subject parcel is a long established school. Any existing living conditions will not change with approval.

h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Response: The traffic patterns in the area are already established and will remain the same nor will it affect public safety. It is not anticipated to be a significant increase of existing daily trips.

i. *Whether the proposed change will create a drainage problem.*
Response: There should be no impact on drainage in the area.

j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*
Response: No reduction in light and air to adjacent areas is expected.

k. *Whether the proposed change will adversely affect property values in the adjacent areas.*
Response: There should be no impact on property values as it will be an expansion of an existing use.

l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*
Response: The proposed rezoning will not be a deterrent for the improvement of adjacent property.

m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*
Response: The proposed rezoning will not grant a special privilege to the property owner.

n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*
Response: The zoning classifications for the use in this area do not differ substantially. The reason for amending the existing zoning is due to the annexation of the parcel into the city limits and connecting it to City water and sewer facilities for school related use.

o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*
Response: The immediate area is institutional and residential in nature. The zoning already exists and is a part of the neighborhood.

p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*
Response: It is not impossible, but the purpose of this request is to obtain water & sewer services from the City. The property has a proposed use of school facilities, this zoning is already established in this neighborhood.

q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*
Response: Not applicable.

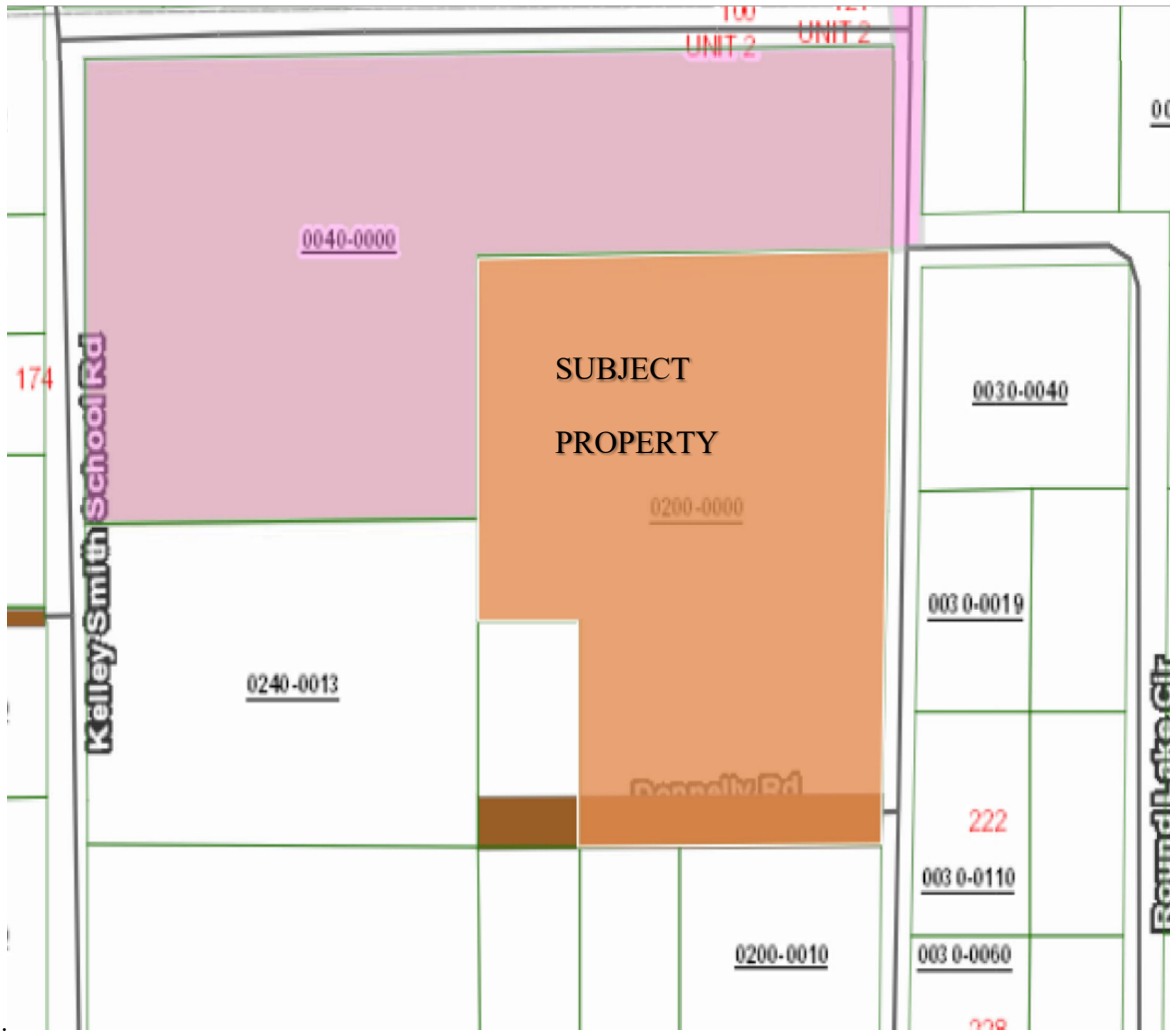
Staff Recommendation

1. Staff recommends the request to annex the approximately 9.99 acre property into the City be approved.

2. Staff recommends the request to amend the Future Land Use Map from Putnam County Uban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF) be approved.

3. Staff recommends the request to rezone from Putnam County Unincorporated Agricultural Estate (AE) to City of Palatka Public Buildings and Grounds (PBG-1) be approved.


Kelley Smith
Elementary School
221 Round Lake Rd


UNIT 2
UNIT 2
0040-0000
SUBJECT
PROPERTY
0200-0000
174
Kelley Smith School Rd
0240-0013
0030-0040
003 0-0019
222
003 0-0110
0200-0010
003 0-0060

ANNEXATION APPLICATION

DATE RECEIVED: 1
APP NUMBER: PB - PB-25-09
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.
(Checks payable to the City of Palatka)

Annexation: $700.00 Small scale amendment <50 acres: $1440.00 Large scale amendment >50 acres: $2390.00

- ❑ Application Fee
- ❑ Copy of Recorded Deed
- ❑ Legal Description
- ❑ Letter of Authorization
- ❑ Survey
- ❑ Site Map
- ❑ Project Narrative
- ❑ Site Plan (for planned development)
- ❑ Supplementary Information

Property Information

1. Property Address: 221 Round Lake Rd Palatka FL 32177
2. Parcel Number: 16-10-26-0000-0200-0080
3. Parcel Dimensions: 676' X 746' X 511' X 284' X 165' X 457' (9.5 ac. ±)
4. Current Property Use: RESIDENTIAL / VACANT
5. Current Future Land Use Map Designation: City: _____ County: PF
6. Proposed Future Land Use Map Designation (if applicable): City: PBG-I County: _____
7. Proposed Use: School Related
8. Current Zoning Designation: AE Requested Zoning Designation: PBG-I
9. Square footage of any proposed structures unk Number & types of structures on property 1. RES

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Jeffrey A. Bredenbaugh & Pamela G. Bredenbaugh, H & W
Mailing Address: 227 Round Lake Rd, Palatka, FL 32177
Phone Number(s): _____ Email: _____

Agent/Contractor *(Submit proof of authorization to act as agent with your application)*

Name(s): Donald F. Holmes, Esq., Holmes-Young, P.A.
Mailing Address: 222 N. 3rd Street, Palatka FL 32177
Phone Number(s): 386-328-1111 Email: Holmes@HolmesandYoung.com

To Be Notarized

Name (Print Name): Jeffrey A Bedenbaugh Pamela G. Bedenbaugh

Signature: Jeffrey A Bedenbaugh Pamela G Bedenbaugh Date: 4/17/25

STATE OF Florida County of Putnam

Before me this day personally appeared Jeffrey A. Bedenbaugh + Pamela G Bedenbaugh who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 17th day of April A.D. 2025.

(Notary Seal)

LINDA C CASON
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 436857
MY COMMISSION EXPIRES OCT. 10, 2027

Linda C Cason
Notary Public

My commission expires: 10/10/2027 State of Florida at Large.

Type of Identification Produced: Personally Known

For Official Use Only

Date Submitted: _____ FLUM Designation: _____

Received By: _____ Preliminary Review by: _____

Confirmed Current Zoning: _____ Date Legal Ad Ran: _____

(Allowable) Requested Zoning: _____ Sign(s) Posted Date: _____

Surrounding property owner's notices sent: _____

Attachments Reviewed:

❑ Copy of Recorded Deed
❑ Legal Description
❑ Survey
❑ Letter of Authorization
❑ Application Fee

City of Palatka
201 N 2ND ST
PALATKA FL 32177-3735
(386)329-0100
CASH RECEIPT

Date: 04/29/2025 OPER ID: AROMERO RECEIPT NO:F000691

RECEIVED FROM: ANNEX, FLUM AND REZONE

AMOUNT RECEIVED: 1,720.00 TYPE: CK CHECK: 504503

CHANGE DUE: 0.00

TOTAL RECEIVED: 1,720.00

DISTRIBUTION:

AMOUNT	ACCOUNT NUMBER	DESCRIPTION / FOR
1,720.00		ANNEX, FLUM AND REZONE 16-10-26-0000-0200-0000 16-10-26-0000-0240-0013

FLU AMENDMENT
REZONING
APPLICATION

DATE RECEIVED: _____
APP NUMBER: PB - _____
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.
(Checks payable to the City of Palatka)

- ❑ Application Fee
- ❑ Copy of Recorded Deed
- ❑ Legal Description
- ❑ Letter of Authorization
- ❑ Survey
- ❑ Site Map
- ❑ Project Narrative
- ❑ Site Plan (for planned development)
- ❑ Supplementary Information

Property Information

1. Property Address: 221 Round Lake Road Palatka, Fl 32177
2. Parcel Number: 16 - 10 - 26 - 0000 - 0200 - 0000
3. Parcel Dimensions: 676' x 746' x 511' x 284' x 165' x 457' (9.9 AC. ±)
4. Current Property Use: RESIDENTIAL / VACANT
5. Current Future Land Use Map Designation: City: _____ County: PF
6. Proposed Future Land Use Map Designation (if applicable): City: PBG County: _____
7. Proposed Use: SCHOOL PALATKA
8. Current Zoning Designation: AE Requested Zoning Designation: PBG-1
9. Square footage of any proposed structures UNK Number & types of structures on property 1 - RES

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Jeffrey A. Badenbaugh & Pamela G. Badenbaugh, H&W
Mailing Address: 227 Round Lake Rd., Palatka, Fl 32177
Phone Number(s): _____ Email: _____

Agent/Contractor *(Submit proof of authorization to act as agent with your application)*

Name(s): Donald E Holmes, Esq., Holmes & Young, P.A.
Mailing Address: 222 N. 3rd St., Palatka, Fl 32177
Phone Number(s): 386-328-1111 Email: holmes@holmesandyoung.com

To Be Notarized

Name (Print Name): Jeffrey A. Bedenbaugh, Pamela G. Bedenbaugh

Signature: Pamela G Bedenbaugh Date: 4/17/25

STATE OF Florida County of Putnam

Before me this day personally appeared Jeffrey A. Bedenbaugh + Pamela G. Bedenbaugh who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 17th day of April A.D. 2025.

(Notary Seal)

LINDA C CASON
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 436857
MY COMMISSION EXPIRES OCT. 10, 2027

Notary Public

My commission expires: 10/10/2027 State of Florida at Large.

Type of Identification Produced: Personally Known

For Official Use Only

Date Submitted: _____ FLUM Designation: _____

Received By: _____ Preliminary Review by: _____

Confirmed Current Zoning: _____ Date Legal Ad Ran: _____

(Allowable) Requested Zoning: _____ Sign(s) Posted Date: _____

Surrounding property owner's notices sent: _____

Attachments Reviewed:

- ❑ Copy of Recorded Deed
- ❑ Legal Description
- ❑ Survey
- ❑ Letter of Authorization
- ❑ Application Fee

* OFFICIAL RECORDS * 1of1
BK 831.0 PG 666

Prepared by and return to:
Lana K. Bunton

Tito S. Smith
601 St. Johns Avenue
Palatka, Florida 32177

File Number: **20245718**
Will Call No.:

Grantee S.S. No. [redacted] and [redacted]
Parcel Identification No. **16-10-26-0000-0200-0000**

Documentary Tax PD. $ 1106.00
Cashiers # 64-0000000-00-01
EDWARD L. BROOKS, Clerk of Circuit Court
By Melanie Hopper

Doc Stamps $1,106.00
Intangible Tax $.00

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **31st** day of **July, 2000** between **Veradine Donnelly, an unremarried widow and surviving spouse of Edmund Leroy Donnelly, deceased** whose post office address is **660 Old Poor Robin Road, Sylvania, Georgia 30467** of the County of **Screven**, State of **Georgia**, grantor*, and **Jeffrey A. Bedenbaugh and Pamela G. Bedenbaugh, husband and wife** whose post office address is **277 Round Lake Road, Palatka, Florida 32177** of the County of **Putnam**, State of **Florida**, grantee*,

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Putnam County, Florida**, to-wit:

The S 1/2 of the NE 1/4 of the NE 1/4 of the NW 1/4 and the SE 1/4 of the NE 1/4 of the NW 1/4, all in Section 16, Township 10 South, Range 26 East, lying and being in Putnam County, Florida, EXCEPTING THEREFROM the following parcels of lands being more particularly described in those certain Warranty Deeds being recorded in O. R. Book 468, page 472, O. R. Book 469, page 1985, O. R. Book 455, page 1503, O. R. Book 462, page 716 and O. R. Book 543, page 658, all of the above references being in the public records of Putnam County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Truman E. Anderson JR.

Witness Name: Mark E. Smith

Veradine Donnelly (Seal)
Veradine Donnelly

State of Georgia
County of Screven

The foregoing instrument was acknowledged before me this 28th day of July, 2000 by Veradine Donnelly, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: MANDY BRANNEN

My Commission Expires:

MANDY BRANNEN NOTARY PUBLIC SCREVEN COUNTY, GA My Comm. Exp. Mar. 5, 2004

FILE # 393497
RCD: Aug 01 2000 @ 11:20AM

HONORABLE EDWARD L. BROOKS, CLERK OF COURT, PUTNAM

DoubleTime®

PB 25-07 Cell Tower 1024 S State Rd 19 - Request for Conditional Use
Parcel No.:10-10-26-0000-0210-0000
Address: 1024 S State Rd 19, Palatka, FL 32177
Owner: Wal-Mart Real Estate Business Trust
Parcel No.:10-10-26-0000-0210-0000
Address: 1024 S State Rd 19, Palatka, FL 32177
Owner: Wal-Mart Real Estate Business Trust

STAFF REPORT

DATE: July 1, 2025
TO: City of Palatka Planning Board
FROM: City Staff

APPLICATION REQUEST

The applicant is seeking conditional use approval to erect a 150' height tower and auxiliary facilities for a wireless telecommunication service.

BACKGROUND

Kimley-Horn is the agent representing SBA Towers, LLC to obtain the necessary approvals to erect a communications tower on land located at 1024 S State Road 19, Palatka. The parcel is owned by Wal-Mart Real Estate Business Trust. The applicant has secured a lease for 2,500 square feet of land for the project (50'x50'). The intent of the request is address coverage and capacity gaps in the area. It is anticipated that the tower will allow cellphone communication services for multiple carriers. The subject property currently houses a Wal-Mart Super Center Store with ample parking, and most of the property is surrounded by retention ponds for drainage purposes. The applicant is asking for a 20' wide access easement and a 10' to 20' utility easement to the right-of-way. The current zoning of the parcel is C-2 Light Commercial District.
Communication towers are permitted in the C-2 district as conditional use which requires the review and approval of the Planning Board.

PROJECT ANALYSIS

Staff Recommendation

Based on the documentation submitted and the analysis of the application staff recommends **APPROVAL SUBJECT TO THE STANDARDS DESCRIBED IN THIS REPORT.**

ATTACHMENTS

1.	Communications Tower staff report

2.	Map from Site plan
3.	App & Fee
4.	Overall Site Plan
5.	Cell Tower Map
6.	Project Narrative
7.	Property Disclosure

Case PB 25-07 **Conditional Use for Communications Tower**

Address: **1024 S State Rd 19, Palatka, FL 32177**

Applicant: **SBA Towers, LLC**

Agent: **Kimley-Horn Engineering, Inc.**

STAFF REPORT

DATE: June 5, 2025, 2025

TO: City of Palatka Planning Board

FROM: STAFF

APPLICATION REQUEST

The applicant is seeking conditional use approval to erect a 150’ height tower and auxiliary facilities for a wireless telecommunication service.

BACKGROUND

Kimley-Horn is the agent representing SBA Towers, LLC to obtain the necessary approvals to erect a communications tower on land located at 1024 S State Road 19, Palatka. The parcel is owned by Wal-Mart Real Estate Business Trust. The applicant has secured a lease for 2,500 square feet of land for the project (50’x50’). The intent of the request is address coverage and capacity gaps in the area. It is anticipated that the tower will allow cellphone communication services for multiple carriers. The subject property currently houses a Wal-Mart Super Center Store with ample parking, and most of the property is surrounded by retention ponds for drainage purposes. The applicant is asking for a 20’ wide access easement and a 10’ to 20’ utility easement to the right-of-way. The current zoning of the parcel is C-2 Light Commercial District.

Communication towers are permitted in the C-2 district as conditional use which requires the review and approval of the Planning Board.

STAFF ANALYSIS

Conditional use is a use that would not be appropriate generally or without restriction throughout a zoning district, but which, if conditioned it will not create an adverse impact on the adjoining land uses in the immediate area and therefore allowed. The following are zoning standards regarding conditional use approval that apply to communication towers.

The planning board shall make a written finding that the granting of the conditional use will not adversely affect public interest and certifying that the specific requirements governing the individual conditional use, if any, have been met by the petitioner and that, further, satisfactory provision and arrangement has been made concerning the following matters, where applicable:

a. Compliance with all applicable elements of the comprehensive plan.

The parcel has a COM commercial designation in the future land use map and is zoned C-2 commercial light in the zoning map making therefore consistent and in compliance with the comprehensive plan.

b. Ingress and egress to property and proposed structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

The parcel has multiple ingress and egress point for vehicular circulation. Additionally, the applicant is establishing a 20'wide access easement to connect the proposed tower site with the existing right-of-way.

b. Off-street parking and loading areas, where required, with particular attention to the items mentioned in subsection (4)b of this section and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.

The operation of the tower does not require parking nor loading area. Minimum maintenance access to the site is anticipated.

d. Screening and buffering, with reference to type, dimensions and character.

There are specific landscaping and buffering requirements for communication tower which the applicant will have to comply with.

e. General compatibility with adjacent properties and other property in the district.

The proposed tower will be located on the western portion of the parcel in between two drainage ponds, and the adjacent parcel is vacant therefore compatible.

f. Any special requirements set out in the schedule of district regulations for the particular use involved.

There are requirements regarding communication tower which the applicant will have to address.

STANDARDS APPLICABLE TO COMMUNICATIONS TOWER

(1) Regardless of the zoning district in which the communication tower is located, the minimum distance of the tower shall be not less than 200 feet from the nearest residential lot line of any residential general or residential mobile home district and not less than 250 feet from the nearest lot line of any residential single-family district.

The closest residential lot line is more than 500 feet from the proposed tower.

(2) Communication towers shall not be artificially lit except as may be required by the Federal Aviation Administration.

The tower will be lit as required by the Federal Aviation Administration.

(3) A minimum six-foot finished masonry wall or fence, other than chain-link, with not less than 85 percent opacity, shall be required around all communication towers located in a residential or commercial zoning district. In all other zoning districts, the fence may be any type of security fence. Access to the tower shall be through a locked gate.

The applicant proposes to erect an 8’ high PVC fence in a 45’x45’ compound. The fence will have a sliding gate with a latch hardware.

(4) Neither the communication tower nor the tower site shall be used for advertising purposes, and they shall not contain any signs for the purpose of advertising.

The applicant has no intention of using the tower site for advertising.

(5) The visual impacts of residential or commercially located communication towers shall be mitigated through landscaping or other screening materials at the base of the tower and ancillary structures.

The applicant will be required to buffer the site with corresponding landscape.

(6) The following landscaping and buffering of communication towers shall be required around the perimeter of the tower and accessory structures:

a. A row of shade trees a minimum of ten feet tall and a maximum of ten feet apart shall be planted around the perimeter of the fence.

b. A continuous hedge at least 36 inches high at the time of planting, capable of growing to at least 48 inches in height within 18 months, shall be planted in front of the referenced tree line.

c. All required landscaping shall be of the evergreen variety.

d. All required landscaping shall be native drought-tolerant species and/or irrigated and properly maintained to ensure good health and variety.

(2) Required landscaping shall be installed outside the fence.

(3) Existing vegetation shall be preserved to the maximum extent practicable and may be credited as appropriate toward landscaping requirements.

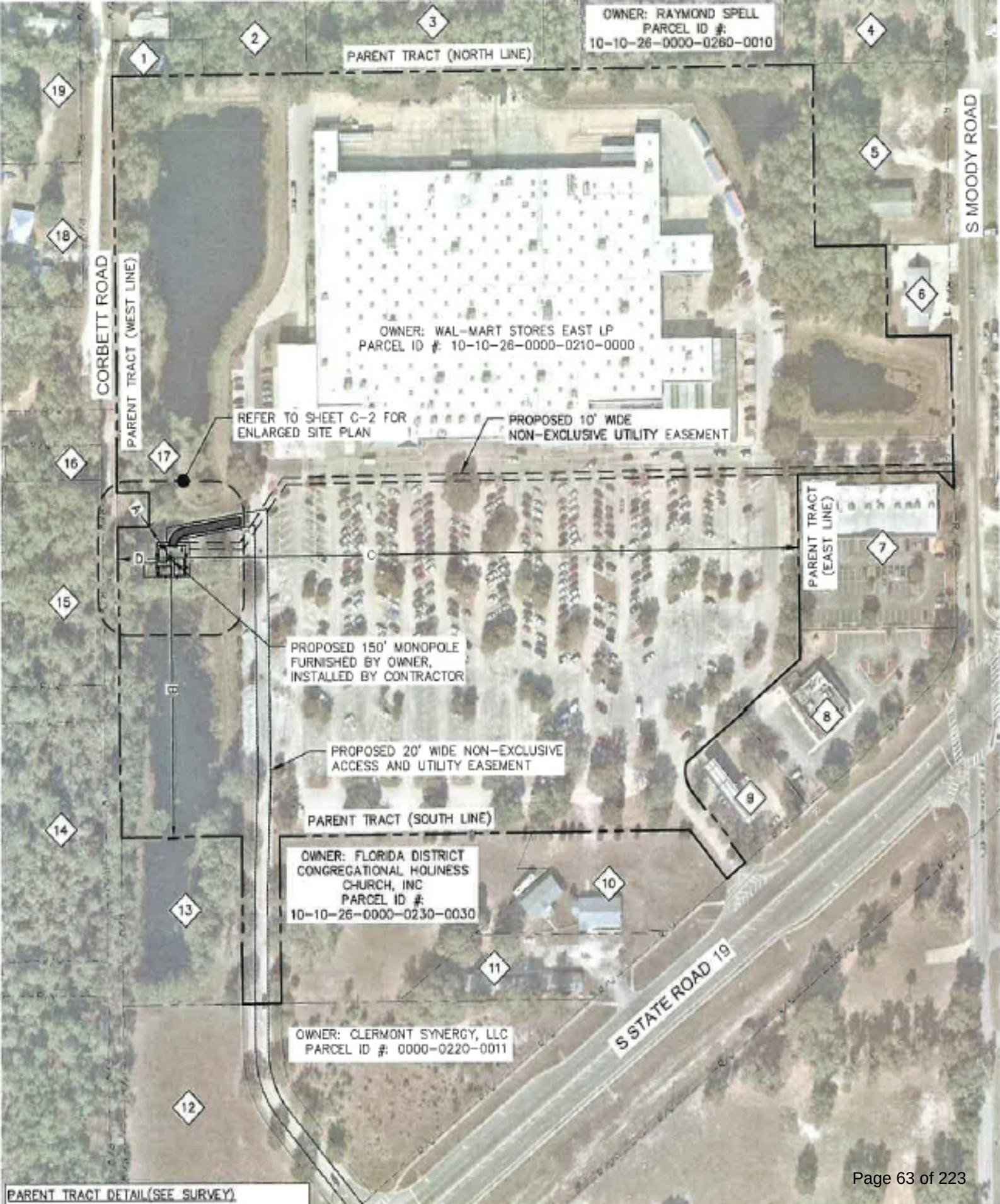
Notwithstanding any other provision of this section, each application to the city for a development order or permit as defined in F.S. Ch. 164, which will, if granted, have the effect of approving the location or construction of a communication tower, shall include the following:

(1)

A surety bond, issued by an entity rated "A" or better by A.M. Best Rating Guide, payable to the city in a form acceptable to the city manager. The amount of the bond shall be $25,000.00 or 150 percent of the current engineer-certified cost to disassemble and remove the communication tower. The bond shall be valid for a minimum of 15 years and shall be renewed for additional periods designated by the city manager if the subject communication tower remains in place at the end of the original 15-year period. The bond shall be payable on demand of the city to cover the city's cost of removal of the subject abandoned communication tower which is not reactivated or removed in accordance with subsection (o) of this section.

STAFF RECOMMENDATION.

Based on the documentation submitted and the analysis of the application staff recommends **APPROVAL SUBJECT TO THE STANDARDS DESCRIBED IN THIS REPORT.**


OWNER: RAYMOND SPELL
PARCEL ID #:
10-10-26-0000-0260-0010
PARENT TRACT (NORTH LINE)
S MOODY ROAD
CORBETT ROAD
PARENT TRACT (WEST LINE)
OWNER: WAL-MART STORES EAST LP
PARCEL ID #: 10-10-26-0000-0210-0000
REFER TO SHEET C-2 FOR ENLARGED SITE PLAN
PROPOSED 10' WIDE NON-EXCLUSIVE UTILITY EASEMENT
PARENT TRACT (EAST LINE)
PROPOSED 150' MONOPOLE FURNISHED BY OWNER, INSTALLED BY CONTRACTOR
PROPOSED 20' WIDE NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT
PARENT TRACT (SOUTH LINE)
OWNER: FLORIDA DISTRICT CONGREGATIONAL HOLINESS CHURCH, INC
PARCEL ID #:
10-10-26-0000-0230-0030
OWNER: CLERMONT SYNERGY, LLC
PARCEL ID #: 0000-0220-0011
S STATE ROAD 19
PARENT TRACT DETAIL(SEE SURVEY)

CONDITIONAL USE APPLICATION

APP #: PB 25-07
DATE RECEIVED: 4/15/25
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with application fee and ALL required attachments.
(Checks payable to the City of Palatka)

Required Attachments:

- [x] Site Plan
- [x] Letter of Authorization
- [ ] Legal Description
- [ ] Dept. of Children & Family Services Letter (if daycare)
- [ ] Copy of Recorded Deed
- [x] Fees
- [ ] Justification Statement
- [ ] Tree Survey

Property Information

1. Property Address: 1024 S State Rd 19, Palatka, FL 32177
2. Parcel Number: 10-10-26-0000-0210-0000
3. Current Property Use: Commercial
4. Lot Size: 9.85 square miles
5. Current Zoning Designation: C-2 Light Commercial
6. Number & types of structures on property: 1 Walmart
7. Closest Intersecting Streets: S State Rd 19 and S Moody Rd
8. Description of proposed Conditional Use requested:
   150' wirless telecommunications facility within fenced compund and associated utilties

Applicant Information

Owner Name(s): Wal-Mart Real Estate Business Trust
Mailing Address: "P O BOX 8050 ATTN MS- 0555 STORE #1767" BENTONVILLE, AR 72716-8050
Phone Number(s): 479-320-1595 Email: brandon.wheeler0@walmart.com

Agent/Contractor *(Submit proof of authorization to act as agent with your application)*
Name(s): Shahzad Mahmood
Mailing Address: 190 WEkiva Way, West Palm Beach, FL 33411
Phone Number(s): 954-997-6161 Email: Shahzad.Mahmood@kimley-horn.com

To Be Notarized

Name (Print Name): Shahzad Mahmood

Signature: _____ Date: 4/2/2025

STATE OF Florida County of Palm Beach

Before me this day personally appeared Shahzad Mahmood who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 2nd day of April A.D. 2025.

(Notary Seal)

TAMATHA D CULPEPPER
Notary Public - State of Florida
Commission # HH 649121
My Comm. Expires Jul 4, 2029
Bonded through National Notary Assn.

_____
Notary Public

My commission expires: 7/4/2029 State of FL at Large

Type of Identification Produced: N/A - Personally Known

Official Use Only

1.DATE SUBMITTED: _____

2.RECEIVED BY: _____

3.CURRENT ZONING: _____

4.FUTURE LAND USE CATEGORY: _____

5.PRELIMINARY REVIEW BY: _____

City of Palatka
201 N 2ND ST
PALATKA FL 32177-3735
(386)329-0100
CASH RECEIPT

Date: 04/15/2025 OPER ID: AROMERO RECEIPT NO:F000673

RECEIVED FROM: 1024 S. STATE RD 19

AMOUNT RECEIVED: 1,161.00 TYPE: PP PP / 1956
AUTH CODE: 174515559

CHANGE DUE: 0.00

TOTAL RECEIVED: 1,161.00

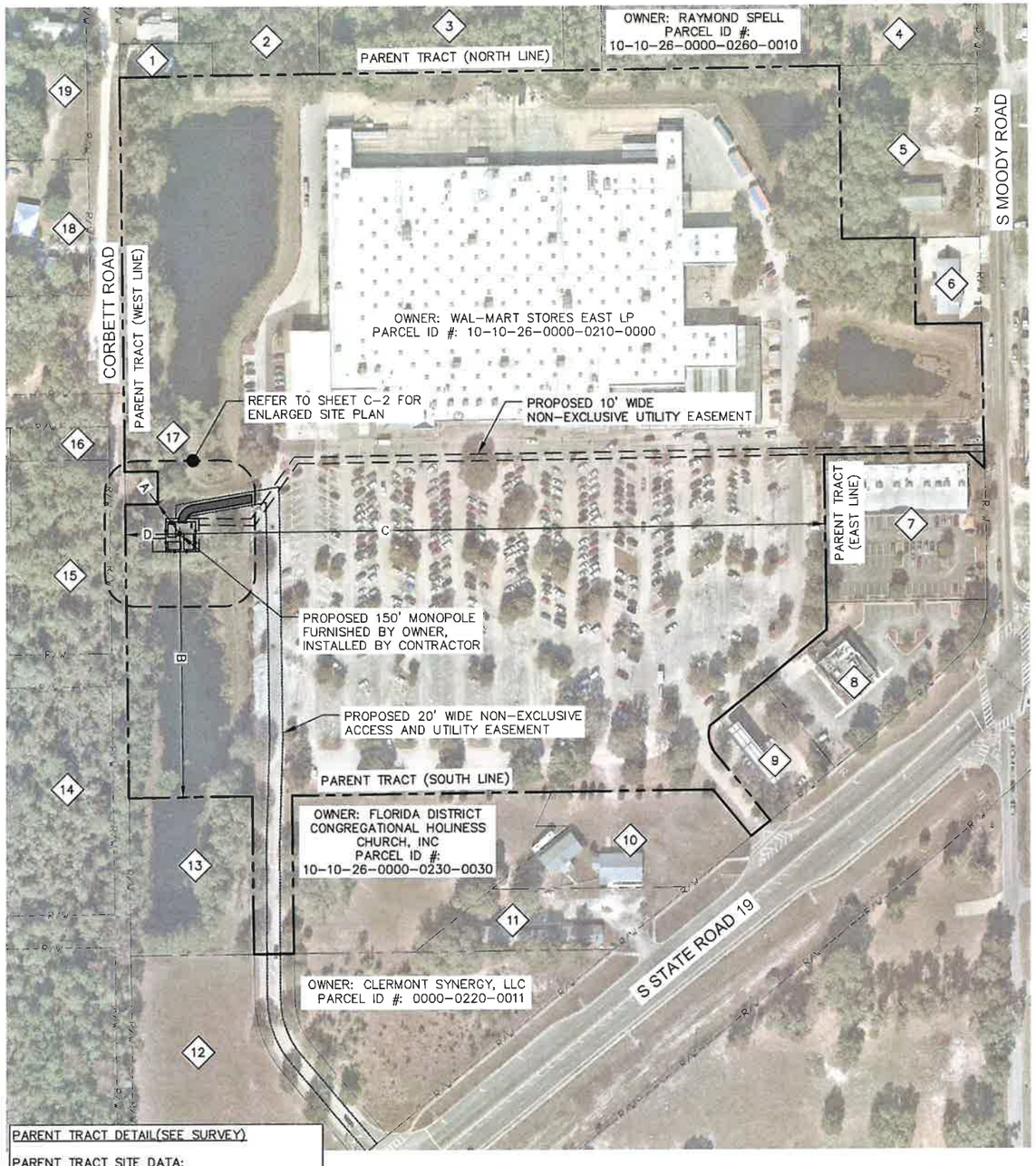
DISTRIBUTION:

AMOUNT	ACCOUNT NUMBER	DESCRIPTION / FOR
995.00		1024 S. STATE RD 19 CONDITIONAL USE APP FEE
160.00		AD FEES
6.00		ZONING CONVENIENCE FEE

NOTES:

1. FENCED SITE AREA SHALL BE CLEARED AND GRUBBED. REMOVE UNSUITABLE SOFT OR LOOSE SOILS, ORGANIC MATERIAL AND OR RUBBLE TO FIRM SUBGRADE. FILL UNDERCUT UP TO 6 INCHES BELOW FINISH GRADE.
2. THE CONTRACTOR MUST CONTACT THE SURVEYOR TO STAKE OUT THE LEASE AREA AND ALL EASEMENTS PRIOR TO CONSTRUCTION. ALL FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
3. IF ANY ARCHAEOLOGICAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE CLIENT.
4. THE CONTRACTOR IS TO ENSURE THAT NO DAMAGE OR DEBRIS OCCURS ON THE ADJACENT PROPERTIES.
5. THE CONTRACTOR SHALL SEED ALL DISTURBED AREAS WITH LOW MAINTENANCE NATIVE GRASS AND COVER WITH APPROVED STRAW.
6. UNTIL THE COMPOUND IS SURROUNDED BY A PERMANENT FENCE, THE CONTRACTOR MUST ERECT A TEMPORARY FENCE AROUND THE TOWER AND POST A "NO TRESPASSING" SIGN. ALL CLIMBING PEGS MUST BE REMOVED UP TO 20' UNTIL A PERMANENT FENCE IS INSTALLED.
7. THE CONTRACTOR MUST ENSURE THAT ALL DELIVERY TRUCKS WILL BE ABLE TO DELIVER THE MATERIAL TO THE COMPOUND. IF THE DELIVERY TRUCKS CAN NOT ACCESS THE COMPOUND THEN THE CONTRACTOR MUST MAKE OTHER ARRANGEMENTS TO GET THE MATERIAL TO THE COMPOUND. IF THIS IS REQUIRED THE CONTRACTOR MUST CONTACT KIMLEY-HORN AND ASSOCIATES IMMEDIATELY. NO ADDITIONAL FEES WILL BE PASSED ON TO THE CLIENT.
8. PROPOSED TOWER AND FOUNDATION TO BE INSTALLED IN ACCORDANCE WITH THE TOWER MANUFACTURER PLANS PROVIDED BY CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE UNLOADING OF TOWER MATERIALS DELIVERED TO SITE BY THE TOWER MANUFACTURER.
9. CONTRACTOR MUST REFER TO THE GEOTECH REPORT FOR ALL COMPACTED FILL RECOMMENDATIONS. IF THE GEOTECH REPORT CONFLICTS WITH THE CONSTRUCTION DRAWINGS THEN STOP WORK AND CONTACT THE CLIENT AS SOON AS POSSIBLE.
10. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL DOT AND/OR COUNTY SPECIFICATIONS PRIOR TO BID AND CONSTRUCTION. IF THE SPECIFICATIONS DIFFER FROM THE CONSTRUCTION DRAWINGS, THEN THE SPECIFICATIONS WILL GOVERN. NO ADDITIONAL COSTS FOR ADHERING TO THE SPECIFICATIONS WILL BE ALLOWED AFTER THE BID HAS BEEN ISSUED AND ACCEPTED NOR WILL PROJECT DELAYS BE TOLERATED.
11. AT THE TIME THE CONSTRUCTION DRAWINGS WERE COMPLETED, KIMLEY-HORN AND ASSOCIATES DID NOT HAVE A COPY OF THE PROPOSED TOWER MANUFACTURER DRAWINGS THUS WE DO NOT KNOW THE EXACT SIZE OF THE OVERALL TOWER FOOTPRINT. THE CONTRACTOR MUST COMPARE THE CONSTRUCTION DRAWINGS WITH THE TOWER DRAWINGS PRIOR TO BID AND/OR CONSTRUCTION AND IF THEY FIND ANY DISCREPANCIES OR POSSIBLE ISSUES THEY MUST NOTIFY THE CLIENT IMMEDIATELY.

KEY NOTE	PARCEL OWNER	PARCEL OWNER
1	SHERRY L. WILLIAM AND CORRY WILLIAMS	10-10-26-0000-0301-0010
2	MOI REAL DEVELOPMENT, INC.	10-10-26-0000-0300-0020
3	JACOB I. SPELLS AND ANNIE MAE SPELLS AND SHARON A. SPELLS	10-10-26-0000-0260-0010
4	FLORIDA GAS TRANSMISSION COMPANY LLC	10-10-26-0000-0260-0020
5	NOTTAGE ELK LODGE #660 AND NOTTAGE ELK TEMPLE #484 INCORPORATED	10-10-26-0000-0211-0000
6	SUSAN G. HELWIG AND JACK W. HELWIG, IV	10-10-26-1920-0212-0000
7	PALATKA OUTPARCEL, LLC	10-10-26-0000-0210-0010
8	MDC COAST 13, LLC	10-10-26-0000-0210-0020
9	MURPHY OIL USA INC	10-10-26-0000-0210-0030
10	FLORIDA DISTRICT CONGREGATIONAL HOLINESS CHURCH, INC.	10-10-26-0000-0230-0011
11	FLORIDA DISTRICT CONGREGATIONAL HOLINESS CHURCH, INC.	10-10-26-0000-0230-0010
12	WILLIAM E. TORODE, III & JUDY B. TORODE	10-10-26-0000-0220-0010
13	FLORIDA DISTRICT CONGREGATIONAL HOLINESS CHURCH, INC.	10-10-26-0000-0230-0030
14	FREDERICK A. KERSLAKE IRREVOCABLE TRUST	10-10-26-1920-0060-0000
15	FREDERICK A. KERSLAKE IRREVOCABLE TRUST	10-10-26-1920-0060-0000
16	KAREN LAVERNE DRAYTON	10-10-26-1920-0080-0010
17	CITY OF PALATKA	10-10-26-0000-0210-0001
18	CHAD DAVID CARL, TRAVIS LEE CARL AND ARLINGTON LEROY CARL	10-10-26-2870-0020-0090
19	CARL CHIDRENS TRUST	10-10-26-2870-0020-0060



DIRECTION	PROPOSED TOWER SETBACK
(A) NORTH	55'-6"
(B) SOUTH	399'-10"
(C) EAST	975'-8"
(D) WEST	82'-0"

PARENT TRACT DETAIL(SEE SURVEY)

PARENT TRACT SITE DATA:
SITE AREA: 1,211,351± SF = 27.81± AC
LEASE PARCEL AREA: 2,500 SF = 0.06± AC

COORDINATES: (CENTER OF TOWER)
LAT: 29° 38' 15.34" N (NAD 83/2011)
LON: 81° 40' 57.77" W (NAD 83/2011)
ELEVATION: 65.0'± NAVD 88 (PER SURVEY)

GRAPHIC SCALE
0 100 200 400
(IN FEET)

1 SITE PLAN

SCALE: 1" = 200'

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

Kimley»Horn
1920 WEKIVA WAY
WEST PALM BEACH, FL 33411
(561) 845-0665
WWW.KIMLEY-HORN.COM
FBPE REGISTRY NO. 696

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

A&E PROJECT #:	241149085
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
1	03/06/25	ISSUED FOR REVIEW

NOT FOR CONSTRUCTION

SITE NAME:
WM 551 STATE ROAD 19

SITE NUMBER:
FL28425-S

SITE ADDRESS:
1024 SOUTH STREET
PALATKA, FL 32177

DESIGN TYPE:
RAWLAND

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER: C-1
REVISION: 0


0574-0043
S State Rd 19
3Rd Ave
0210-0000
0690-0060
0690-0010
0660-0000
0690-0000
0690-0050
0230-0030
0220-0011
0220-0000

Kimley»Horn

PROJECT NARRATIVE
FL28425-S WM 551 SR 19
February 26, 2025

Submitted to City of Palatka, Florida

Applicant:	SBA Towers, LLC 8051 Congress Avenue Boca Raton, FL 33487 Office: (800) 487-7483 Fax: (561) 226-3572
Representative:	Kimley-Horn and Associates 1920 Wekiva Way West Palm Beach, FL 33411 Phone: (954) 997-6161
Property-Owner:	Wal-Mart Real Estate Business Trust PO Box 8050 MS 0555 Bentonville, AR 72716
Project Address:	1024 State Road 19 Palatka, FL 32177
Description & Tax Lot:	GPS Coordinates: 29.637605, -81.682754 Parcel No. 10-10-26-0000-0210-0000
Zoning Classification:	C-2 Light Commercial

Kimley-Horn and Associates is submitting this application on behalf of SBA Towers X, LLC (SBA) and the underlying property owner.

DESCRIPTION OF REQUEST

SBA Towers X, LLC proposes to construct a new wireless communications facility at **FL28425-S WM 551 SR 19**, aimed at addressing significant coverage and capacity gaps experienced by telecommunication customers in the area. This project aligns with SBA's primary objective of supporting carriers' coverage needs and will involve site preparation, equipment installation, and ongoing maintenance to ensure optimal performance. The facility's implementation will not only enhance connectivity but also contribute to improving the overall customer experience for telecommunication services users. SBA Towers, LLC is committed to transparent communication and proactive engagement with the local community and stakeholders to address concerns and ensure the project's successful implementation while adhering to regulatory requirements and industry standards.

CURRENT SITE CONDIITONS

The current site conditions for the parcel featuring a Walmart store reveal a predominantly paved environment, characterized by expansive parking facilities and minimal green spaces. Majority of the property is surrounded by retention ponds for site drainage. The property is primarily covered with asphalt for parking lots and driveways, accommodating the high volume of vehicular traffic associated with the retail establishment. The presence of the Walmart structure dominates the landscape, with its large footprint and architectural features. Despite the limited green areas, the site is well-organized for efficient circulation of vehicles and convenient access to the store entrance. The paved surfaces contribute to a functional layout conducive to the retail operations of Walmart, catering to the needs of its customers while reflecting the typical urban or suburban commercial development style commonly associated with large-scale retail establishments. The current zoning for the parcel is MU-R Mixed Use Regional Center.

INTENDED DEVELOPMENT PLAN

The development plan for the telecommunications facility for SBA encompasses strategic site selection with a 150' Monopole tower structure, a designated 50' x 50' tower lease space totaling 2,500 square feet. The establishment of a 20' wide access easement and a 10' wide utility easement to the right of way .The plan includes tower construction and installation, integration of essential infrastructure and utilities, and adherence to regulatory and environmental compliance.

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

[TO BE COMPLETED AND EXECUTED BY THE PROPERTY OWNER(S) FOR EACH APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT OR DEVELOPMENT ORDER]

TO: CITY OF PALATKA PLANNING DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA CITY
OF PALATKA

BEFORE ME, the undersigned authority, this day personally appeared Brandon Wheeler, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the [] individual or [x] Senior Manager, Real Estate *[position - e.g., president, partner, trustee]* of Walmart Real Estate Business Trust *[name and type of entity - e.g., ABC Corporation, XYZ Limited Partnership]* that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment, Rezoning or Development Order approval with the City of Palatka.

2. Affiant's address is: PO Box 8050
Bentonville, AR 72716-8050

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the City of Palatka policy, and will be relied upon by the City of Palatka in its review of application for Comprehensive Plan amendment, Rezoning or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment, Rezoning or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief, it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Brandon Wheeler ,Affiant

(Print Affiant Name)

NOTARY PUBLIC INFORMATION:

STATE OF ~~FLORIDA~~ Arkansas CITY OF ~~PALATKA~~ Bentonville

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 16th day of April, 2025 by Brandon Wheeler *(name of person acknowledging)*. He/she is personally known to me or has produced _____ *(type of identification)* as identification and did/~~did not take an oath~~ *(circle correct response)*.

Joseph A Pritchard
(Name - type, stamp or print clearly)

(Signature)

My Commission Expires on: 7/1/33

JOSEPH A PRITCHARD
NOTARY PUBLIC
BENTON COUNTY, ARKANSAS
COMM. EXP. 07/01/33
COMMISSION NO. 12724265

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is an officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address
	(Address, City, State, Zip)

Brandon Wheeler
(Name in print)

SeniorManager, Real Estate
(Title)

WAL-MART STORES EAST LP
(Name of company, if applicable)

PO Box 8050, Bentonville, AR 72716
(Address, City, State, Zip)

NOTARY PUBLIC INFORMATION

STATE OF ~~FLORIDA~~/ Arkansas CITY OF ~~PALATKA~~ Bentonville

The foregoing instrument was sworn to and subscribed before me by means of [✓] physical presence or [ ] online notarization, this 16th day of April, 2025, by Brandon Wheeler *(name of person making statement)*. He/she is (personally known) to me or has produced _____ *(type of identification)* as identification.

Joseph A Pritchard
(Name in print)

(Signature)

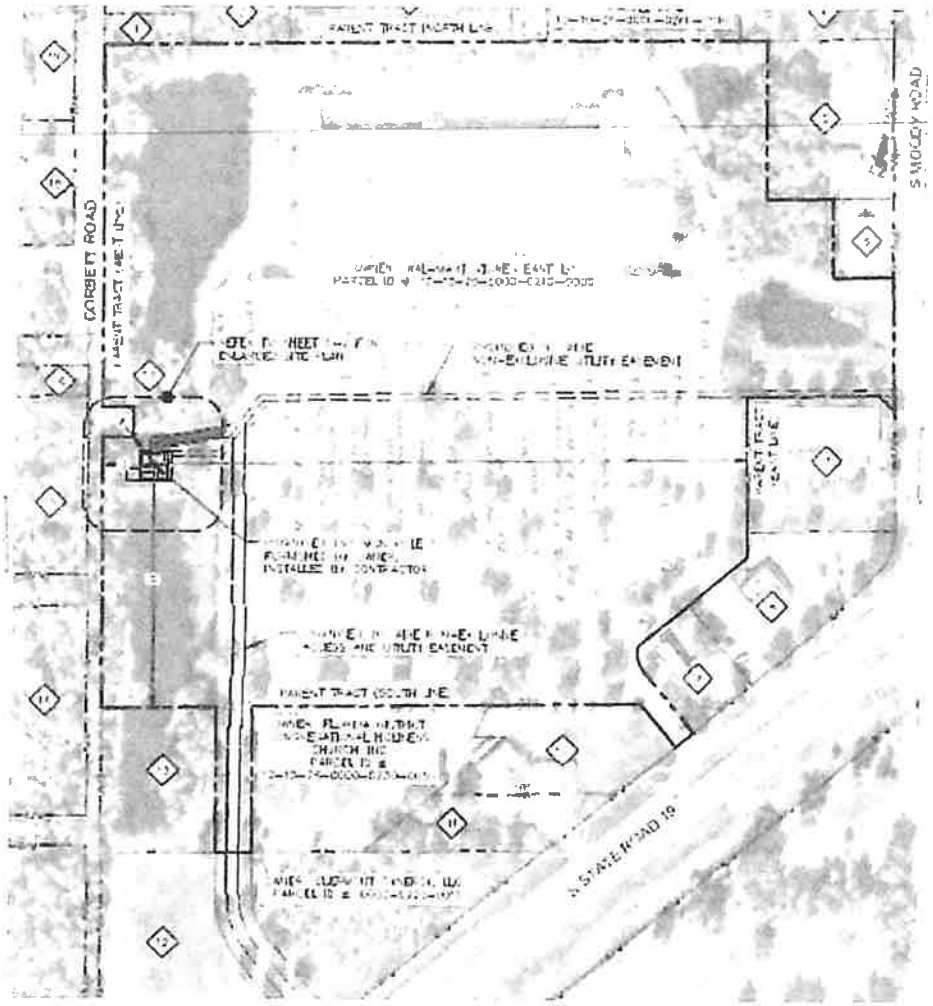
My Commission Expires on: 7/1/33

NOTARY'S SEAL OR ~~STAMP~~

JOSEPH A PRITCHARD
NOTARY PUBLIC
BENTON COUNTY, ARKANSAS
COMM. EXP. 07/01/33
COMMISSION NO. 12724265

EXHIBIT "A"

PROPERTY



PB 25-11 McLaury Final Plat Phase I
Parcel No.: 10-10-26-0000-0200-0060 and part of 10-10-26-0000-0130.0010
Address: 105 Cattle Crossing and 185 Cattle Crossing, Palatka, FL
Owner: Forestar (USA) Real Estate Group Inc

Parcel No.: 10-10-26-0000-0200-0060 and part of 10-10-26-0000-0130.0010
Address: 105 Cattle Crossing and 185 Cattle Crossing, Palatka, FL
Owner: Forestar (USA) Real Estate Group Inc.

STAFF REPORT

DATE: July 1, 2025
TO: City of Palatka Planning Board
FROM: City Staff

APPLICATION REQUEST

This is a request for a final plat review and consideration for the proposed McLaury Cove Townhome Phase 1 Planned Unit Development. The proposed Phase 1 consists of 100 lots.Public notice included legal advertisement in the Palatka Daily News, property posting, and mailed notices to property owners within 150 feet of the subject property.

BACKGROUND

This is a request for final approval for Phase 1 of the McLaury Cove Townhome subdivision. The parcel subject of the request consists of two adjoining vacant parcels located at 6201 St. Johns Avenue and 0 McLaury Drive. The subject properties, PIN 10-10-0000-0139-0010 and 10-10-26-0000-0200-0060 combined are approximately 31.33 acres located within the boundaries of the city. The parcels were rezoned to Residential Multiple R-3 with a PUD overlay. The Planning Board recently reviewed the subsequent Planned Unit Development Plan which received final approval from the City Commission at their January 23, 2025 meeting. The approved PUD is proposed to be developed in two phases. The applicant is seeking approval of the final plat for Phase 1 which consists of 100 townhome lots on 11.37 acres. The preliminary plat was reviewed and approved by the Planning Board on February 4, 2025.

PROJECT ANALYSIS

Staff Recommendation

1. Staff recommends APPROVAL of the proposed Final Plat, subject to all the conditions listed above. These conditions must be complied before this item can be scheduled for city commission consideration.

ATTACHMENTS

1.	MCLAURY TOWNHOME FINAL PLAT Staff Report
2.	App & Fee
3.	Payment for taxes
4.	Boundary Survey
5.	Declaration of covenants
6.	McLaury Cove Plat- PHASE 1
7.	Letter from Forestar
8.	Project Narrative
9.	Plat property information report

Case PB 25-11 **Mc Laury Cove Townhome Final Plat**

Address: **6201 St. Johns Avenue & 0 McLaury Drive**

Applicant: **Forestar (USA) Real Estate Group Inc.**

STAFF REPORT

DATE: June 5, 2025, 2025

TO: City of Palatka Planning Board

FROM: STAFF

APPLICATION REQUEST

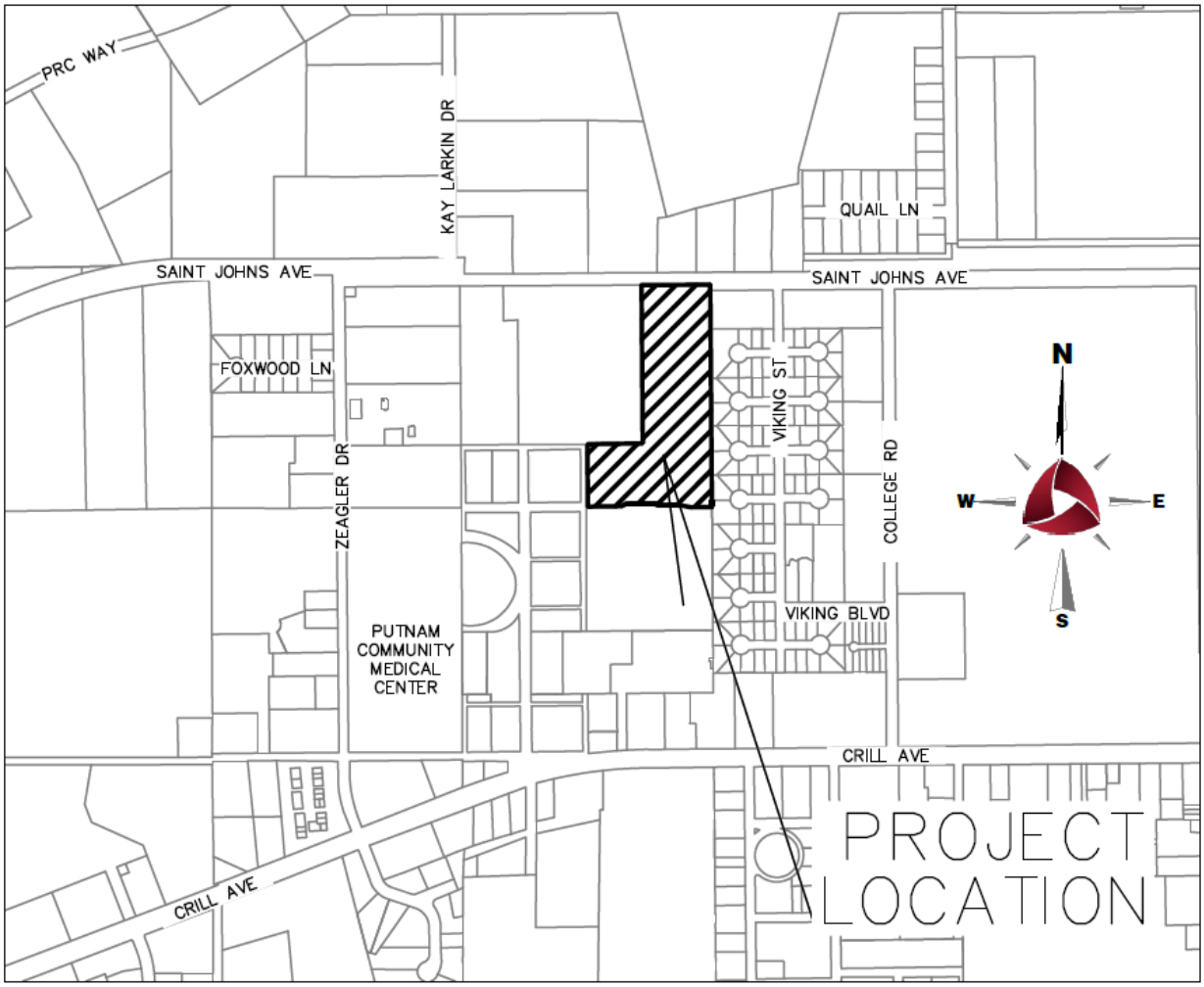
This is a request for a final plat review and consideration for the proposed McLaury Cove Townhome Phase 1 Planned Unit Development. The proposed Phase 1 consists of 100 lots.Public notice included legal advertisement in the Palatka Daily News, property posting, and mailed notices to property owners within 150 feet of the subject property.

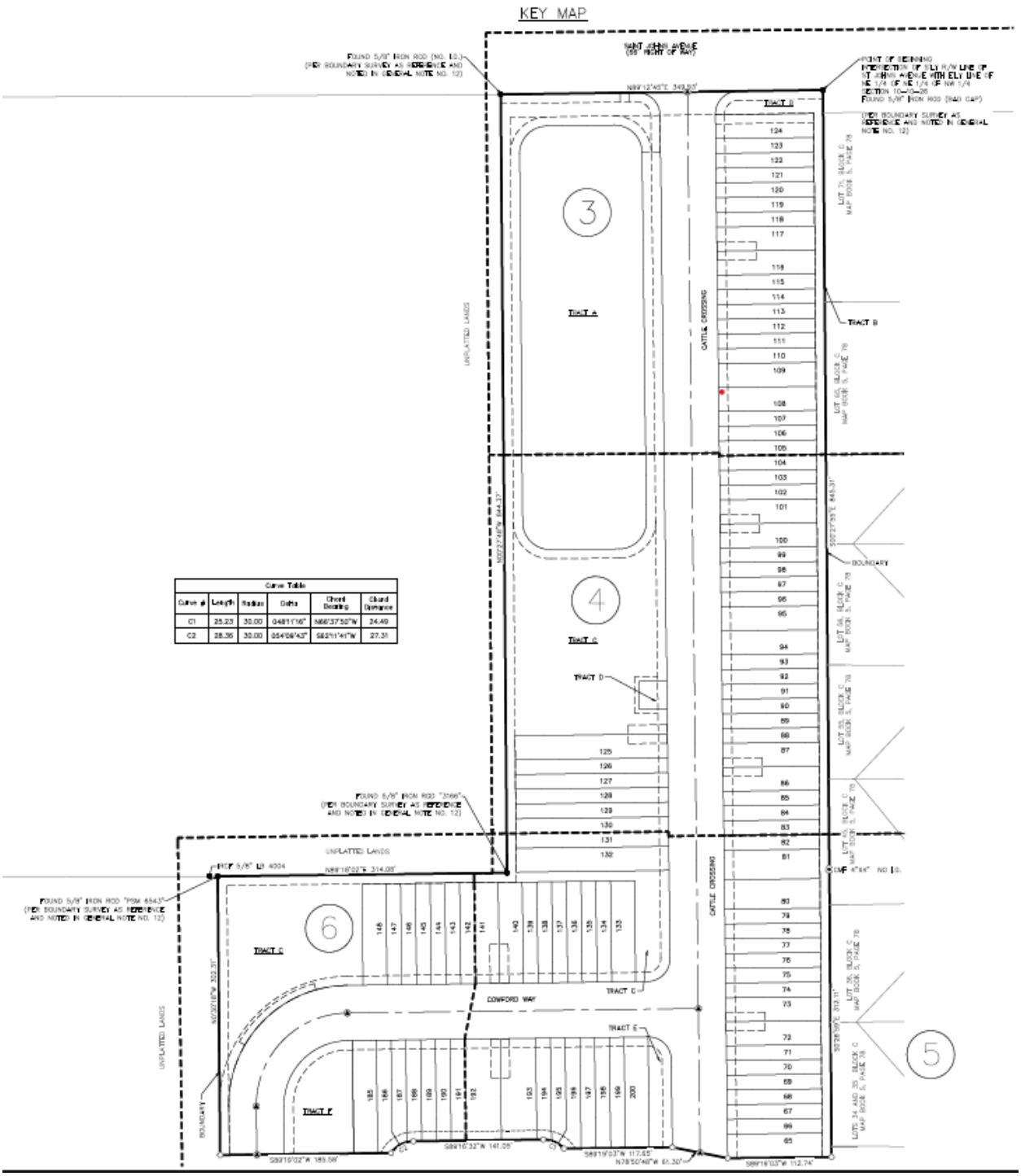
Background

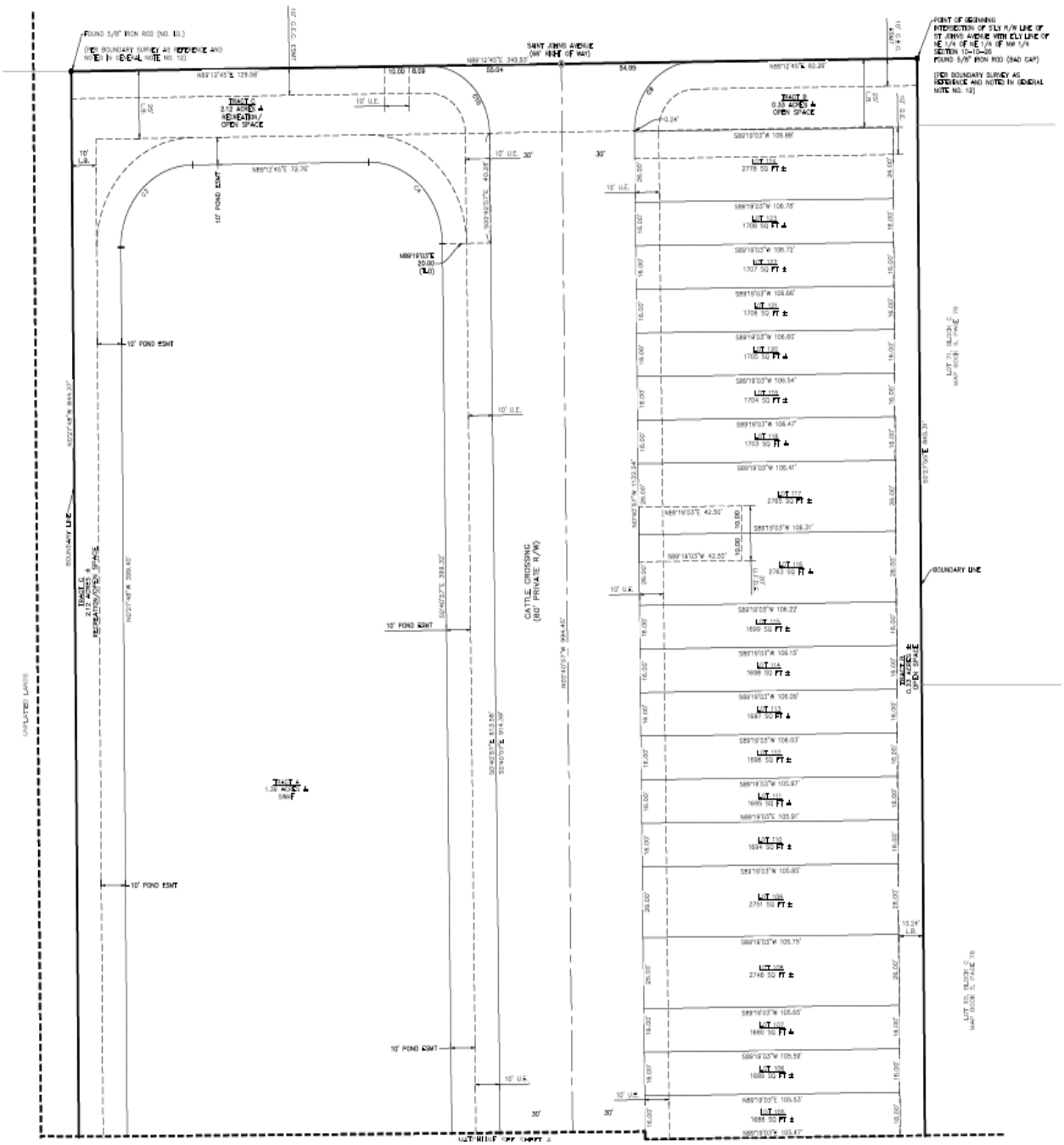
This is a request for final approval for Phase 1 of the McLaury Cove Townhome subdivision. The parcel subject of the request consists of two adjoining vacant parcels located at 6201 St. Johns Avenue and 0 McLaury Drive. The subject properties, PIN 10-10-0000-0139-0010 and 10-10-26-0000-0200-0060 combined are approximately 31.33 acres located within the boundaries of the city. The parcels were rezoned to Residential Multiple R-3 with a PUD overlay. The Planning Board recently reviewed the subsequent Planned Unit Development Plan which received final approval from the City Commission at their January 23, 2025 meeting. The approved PUD is proposed to be developed in two phases. The applicant is seeking approval of the final plat for Phase 1 which consists of 100 townhome lots on 11.37 acres. The preliminary plat was reviewed and approved by the Planning Board on February 4, 2025.

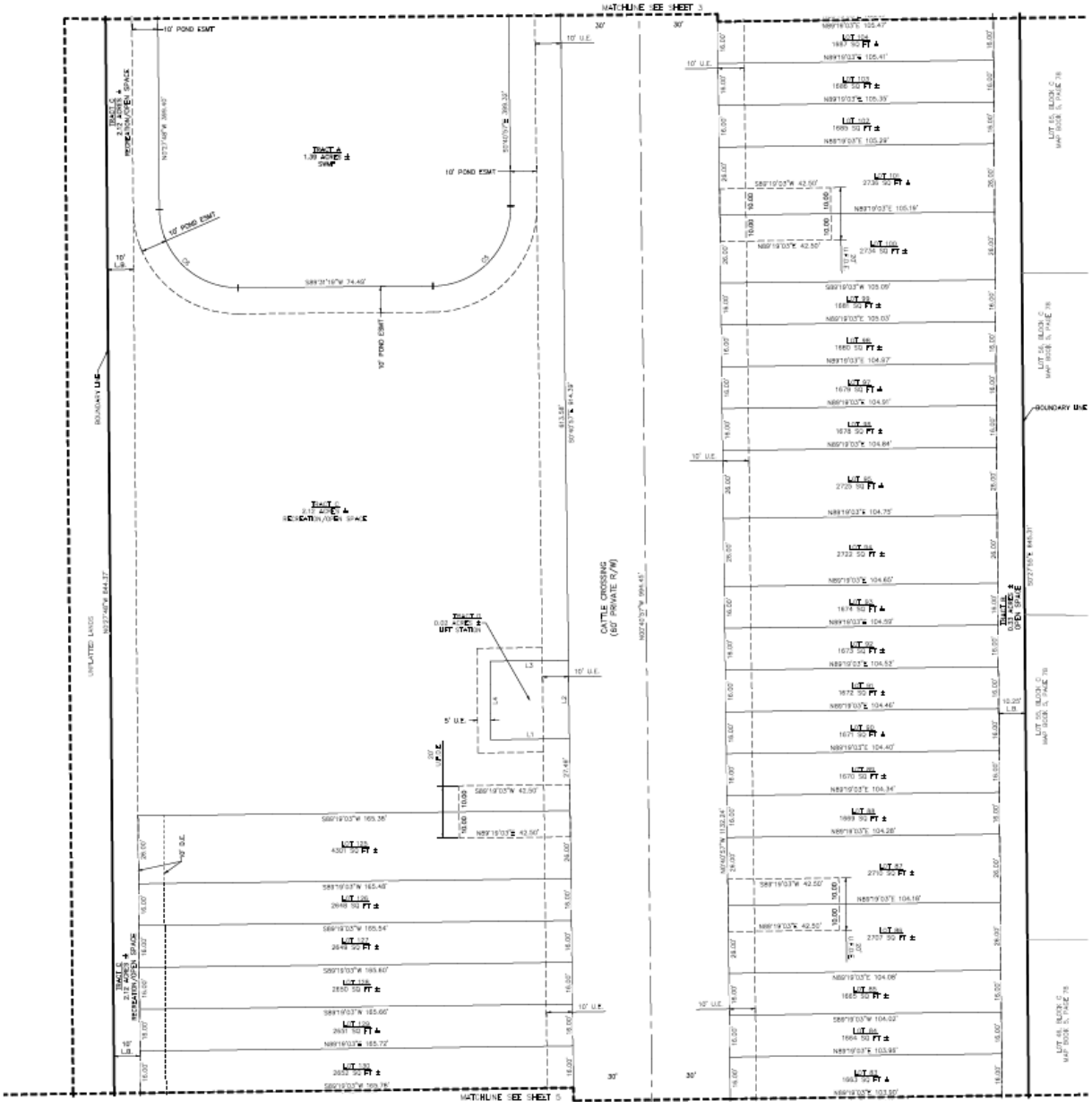
The final plat consists of 100 lots and six (6) tracts. The complete plat sheets are available in full size at the Planning Department for inspection.

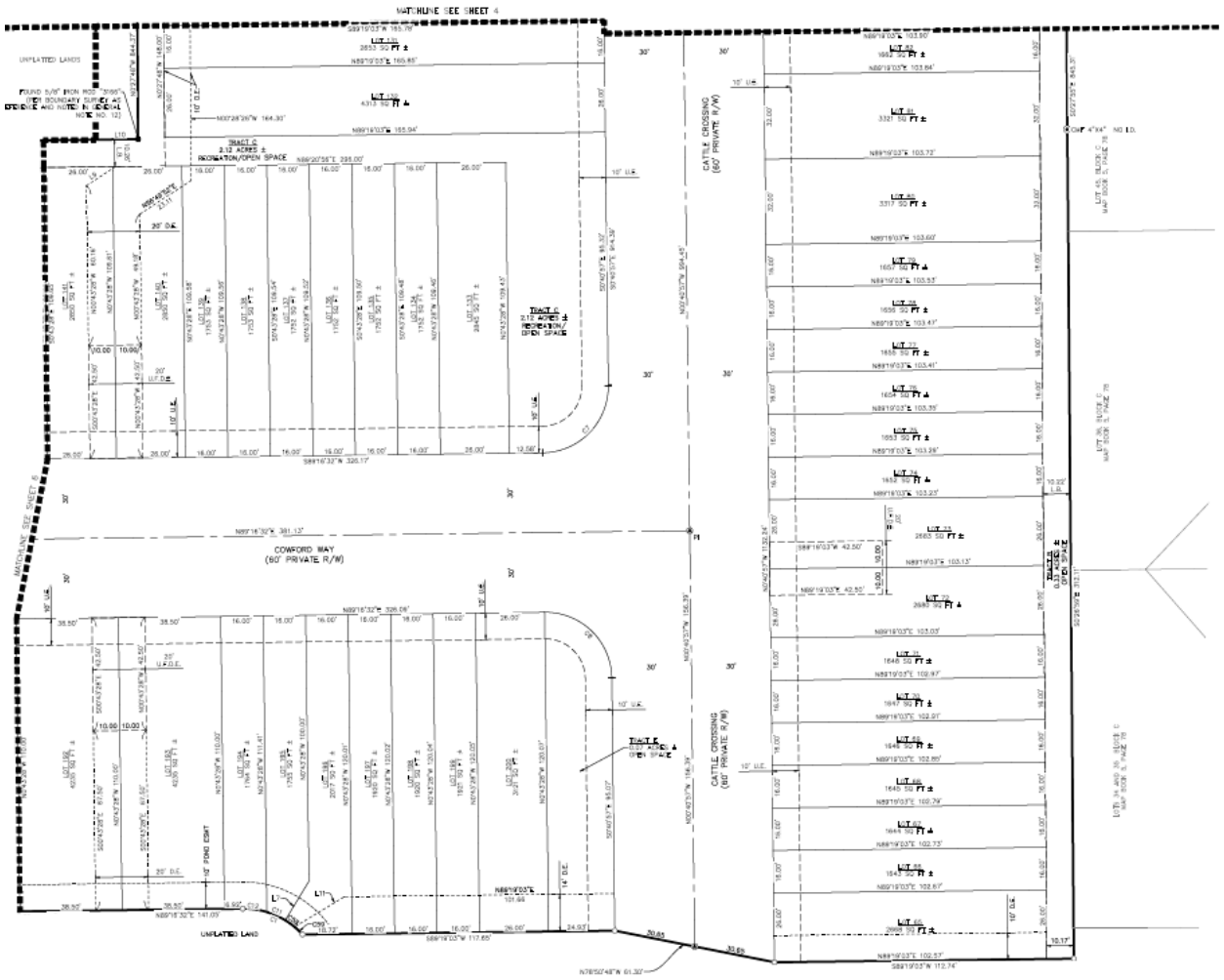
Figure 1: Subject Parcel Outlined in Black

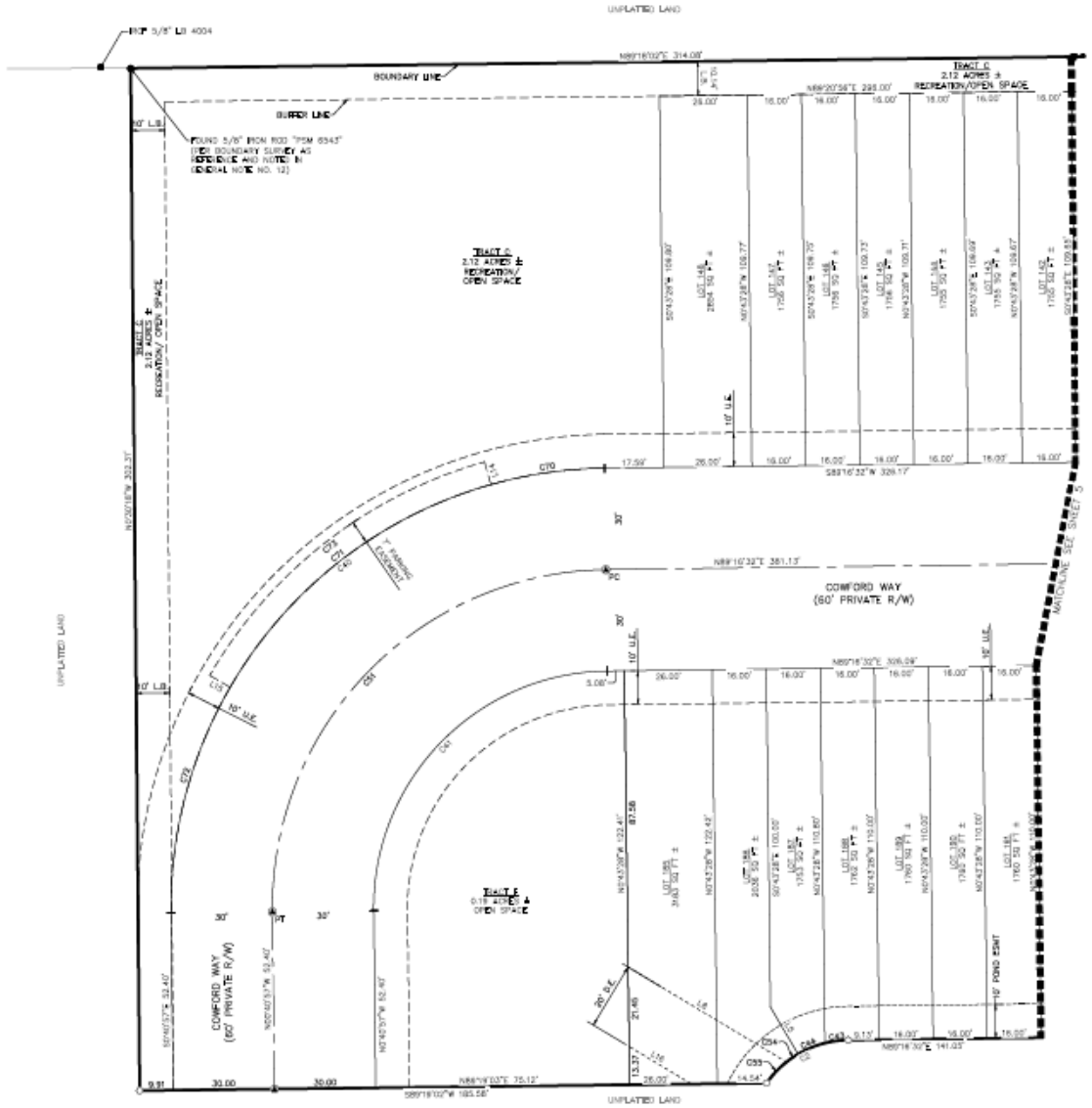



KEY MAP
SAINT JOHNS AVENUE
(60' RIGHT OF WAY)
FOUND 5/8" IRON ROD (NO ID.)
(PER BOUNDARY SURVEY AS REFERENCE AND NOTED IN GENERAL NOTE NO. 12)
N89°12'45"E 349.93'
POINT OF BEGINNING
INTERSECTION OF ELY R/W LINE OF
ST JOHNS AVENUE WITH ELY LINE OF
NE 1/4 OF NE 1/4 OF NW 1/4
SECTION 10-10-26
FOUND 5/8" IRON ROD (BAD CAP)
(PER BOUNDARY SURVEY AS
REFERENCE AND NOTED IN GENERAL
NOTE NO. 12)
TRACT B
TRACT A
UNPLATTED LANDS
CATTLE CROSSING
3
4
TRACT C
TRACT D
BOUNDARY
LOT 75, BLOCK C
MAP BOOK 5, PAGE 78
LOT 60, BLOCK C
MAP BOOK 5, PAGE 78
LOT 59, BLOCK C
MAP BOOK 5, PAGE 78
LOT 58, BLOCK C
MAP BOOK 5, PAGE 78
LOT 57, BLOCK C
MAP BOOK 5, PAGE 78
LOT 56, BLOCK C
MAP BOOK 5, PAGE 78
LOT 35, BLOCK C
MAP BOOK 5, PAGE 78
LOT 34 AND 35, BLOCK C
MAP BOOK 5, PAGE 78
FOUND 5/8" IRON ROD "3666"
(PER BOUNDARY SURVEY AS REFERENCE
AND NOTED IN GENERAL NOTE NO. 12)
UNPLATTED LANDS
PRM 5/8" LB 4004
N89°16'02"E 314.05'
FOUND 5/8" IRON ROD "PSM 6543"
(PER BOUNDARY SURVEY AS REFERENCE
AND NOTED IN GENERAL NOTE NO. 12)
6
TRACT C
COMFORD WAY
TRACT E
TRACT F
5
S89°19'02"W 185.58'
S89°16'32"W 141.05'
S89°19'03"W 117.65'
N28°50'40"W 61.30'
S89°19'03"W 112.74'
Curve Table
Curve # | Length | Radius | Delta | Chord Bearing | Chord Distance
C1 | 25.23 | 30.00 | 048°11'16" | N66°37'50"W | 24.49
C2 | 28.36 | 30.00 | 054°08'43" | S62°11'41"W | 27.31


SAINT JOHNS AVENUE
(66' WIDE RIGHT OF WAY)
CATTLE CROSSING
(60' PRIVATE R/W)
TRACT A
1.26 ACRES ±
DRIVE
TRACT B
0.33 ACRES ±
OPEN SPACE
TRACT C
2.12 ACRES ±
RECREATION/
OPEN SPACE
TRACT D
0.33 ACRES ±
OPEN SPACE
10' POND ESMT
10' U.E.
BOUNDARY LINE
UNPLATTED LANDS
LOT 71, BLOCK C
MAP BOOK 5, PAGE 78
LOT 65, BLOCK C
MAP BOOK 5, PAGE 78


MATCHLINE SEE SHEET 3
MATCHLINE SEE SHEET 5
10' POND ESMT
TRACT A
1.39 ACRES ±
SWM
TRACT C
2.13 ACRES ±
RECREATION/OPEN SPACE
TRACT D
2.13 ACRES ±
RECREATION/OPEN SPACE
TRACT E
0.03 ACRES ±
OPEN SPACE
TRACT F
0.02 ACRES ±
LIFT STATION
CATTLE CROSSING
(60' PRIVATE R/W)
UNPLATTED LANDS
BOUNDARY LINE
10' U.E.
5' U.E.
30'
LOT 104
1685 SQ FT ±
LOT 105
1686 SQ FT ±
LOT 106
1687 SQ FT ±
LOT 107
2738 SQ FT ±
LOT 108
2734 SQ FT ±
LOT 109
1688 SQ FT ±
LOT 110
1680 SQ FT ±
LOT 111
1679 SQ FT ±
LOT 112
1678 SQ FT ±
LOT 113
2729 SQ FT ±
LOT 114
2722 SQ FT ±
LOT 115
1674 SQ FT ±
LOT 116
1673 SQ FT ±
LOT 117
1672 SQ FT ±
LOT 118
1671 SQ FT ±
LOT 119
1670 SQ FT ±
LOT 120
1669 SQ FT ±
LOT 121
4301 SQ FT ±
LOT 122
2648 SQ FT ±
LOT 123
2649 SQ FT ±
LOT 124
2650 SQ FT ±
LOT 125
2651 SQ FT ±
LOT 126
2652 SQ FT ±
LOT 82
2710 SQ FT ±
LOT 83
2707 SQ FT ±
LOT 84
1665 SQ FT ±
LOT 85
1664 SQ FT ±
LOT 86
1663 SQ FT ±
LOT 65, BLOCK C
MAP BOOK 5, PAGE 78
LOT 66, BLOCK C
MAP BOOK 5, PAGE 78
LOT 67, BLOCK C
MAP BOOK 5, PAGE 78
LOT 68, BLOCK C
MAP BOOK 5, PAGE 78


MATCHLINE SEE SHEET 4
COWFORD WAY
(60' PRIVATE R/W)
CATTLE CROSSING
(60' PRIVATE R/W)
TRACT C
2.12 ACRES ±
RECREATION/OPEN SPACE
UNPLATTED LANDS
MATCHLINE SEE SHEET 6


UNPLATTED LAND
BOUNDARY LINE
BUFFER LINE
TRACT C
2.12 ACRES ±
RECREATION/OPEN SPACE
TRACT D
2.12 ACRES ±
RECREATION/ OPEN SPACE
TRACT E
0.19 ACRES ±
OPEN SPACE
COMFORD WAY
(60' PRIVATE R/W)
MATCHLINE SEE SHEET 5
UNPLATTED LAND
UNPLATTED LAND

BOUNDARY SURVEY

PHASE ONE

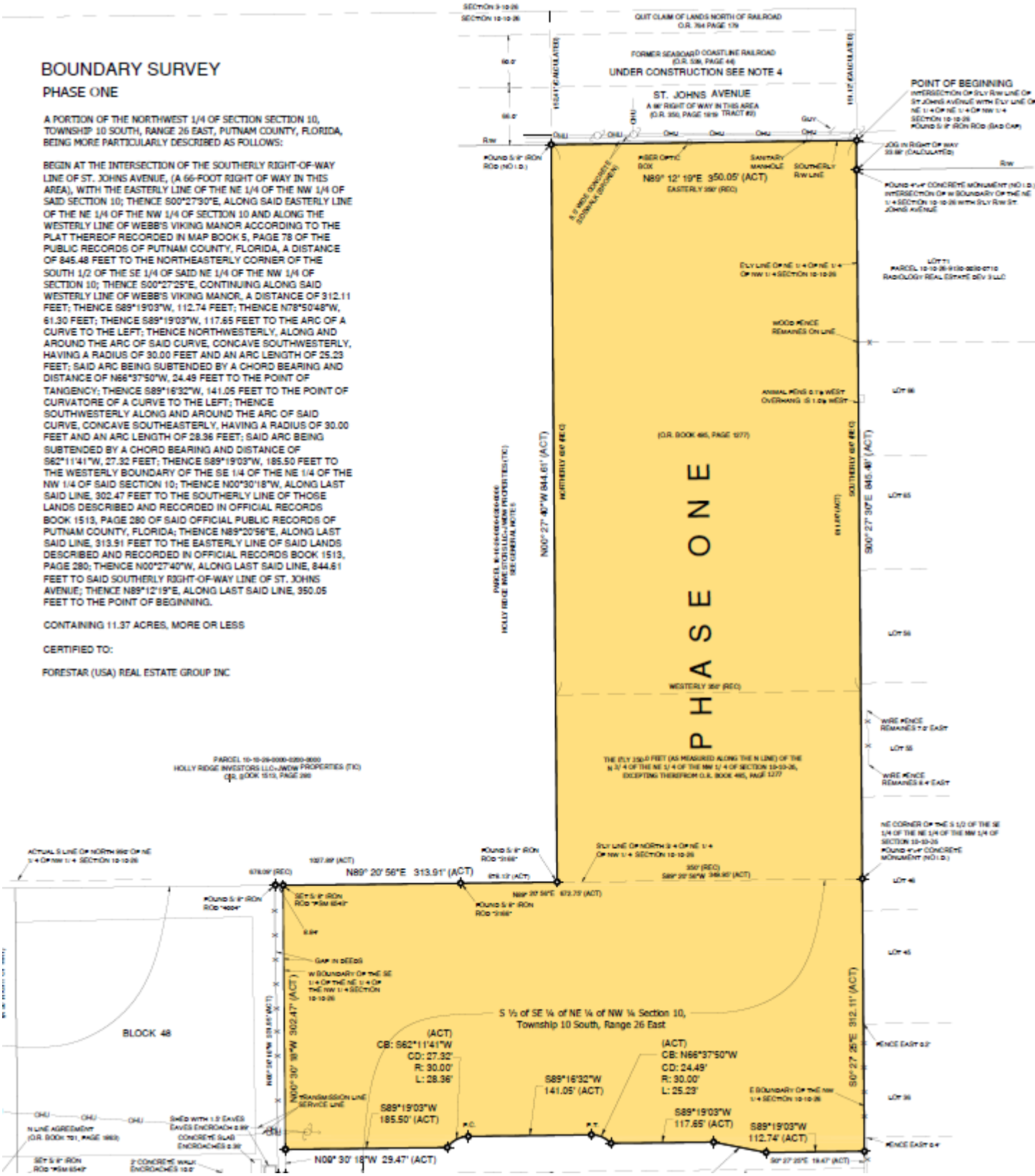
A PORTION OF THE NORTHWEST 1/4 OF SECTION SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE, (A 66-FOOT RIGHT OF WAY IN THIS AREA), WITH THE EASTERLY LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 10; THENCE S00°27'30"E, ALONG SAID EASTERLY LINE OF THE NE 1/4 OF THE NW 1/4 OF SECTION 10 AND ALONG THE WESTERLY LINE OF WEBB'S VIKING MANOR ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 5, PAGE 78 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, A DISTANCE OF 845.48 FEET TO THE NORTHEASTERLY CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SAID NE 1/4 OF THE NW 1/4 OF SECTION 10; THENCE S00°27'25"E, CONTINUING ALONG SAID WESTERLY LINE OF WEBB'S VIKING MANOR, A DISTANCE OF 312.11 FEET; THENCE S89°19'03"W, 112.74 FEET; THENCE N78°50'48"W, 61.30 FEET; THENCE S89°19'03"W, 117.65 FEET TO THE ARC OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 25.23 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N66°37'50"W, 24.49 FEET TO THE POINT OF TANGENCY; THENCE S89°16'32"W, 141.05 FEET TO THE POINT OF CURVATORE OF A CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 28.36 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S62°11'41"W, 27.32 FEET; THENCE S89°19'03"W, 185.50 FEET TO THE WESTERLY BOUNDARY OF THE SE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 10; THENCE N00°30'18"W, ALONG LAST SAID LINE, 302.47 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1513, PAGE 280 OF SAID OFFICIAL PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA; THENCE N89°20'56"E, ALONG LAST SAID LINE, 313.91 FEET TO THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1513, PAGE 280; THENCE N00°27'40"W, ALONG LAST SAID LINE, 844.61 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE; THENCE N89°12'19"E, ALONG LAST SAID LINE, 950.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.37 ACRES, MORE OR LESS

CERTIFIED TO:

FORESTAR (USA) REAL ESTATE GROUP INC



PROJECT ANALYSIS

Review of Submitted Final Plat

The applicant has submitted a Final Plat consistent of a total of six pages prepared by Clayton A. Walley, professional surveyor and mapper licensed by the State of Florida with number LS 7209. The Final Plat was reviewed by Ellery P. Morris, LS 4004 as a third party for the City of Palatka.

Florida Statutes Chapter 177 governs the plating of land. In accordance with these statutes and the City of Palatka Code of Ordinances, staff have reviewed the submitted plat and has the following comments.

The following are requirements for final plat established in the City Code of Ordinances as it applies to this application:

1. *Form and contents of plat*: the applicant submitted eight copies of the proposed plat in the required sheet size and showing existing conditions; the preliminary plat shows proposed street names, right-of-way widths, central angles of street intersections, dimensions of radii; lot lines, lot numbers and block numbers are also indicated. Recreational and open spaces are showed on the plat. No schools and other nonpublic uses are proposed.
2. *Supporting data*: boundaries and distances are shown; utilities and drainage easements are shown. The proposed width of the utility easements is 10' but the minimum required is 15'. Name and width of the adjacent streets are indicated; contour data is not depicted on the plat; title under which the proposed plat is to be recorded has not been submitted yet; scale, datum, north arrow and date of plat are indicated.
3. *Name of subdivision*; the proposed name of the plat, McLaury Cove Townhomes is adequate.
4. *Protective covenants*: a draft protective covenant document was submitted.

The property has a future land use designation of Residential High Density (RH) and is zoned Residential Multiple R-3 with a PUD Overlay. There is no minimum lot area required in a Plan Unit Development Plan; however, the plat shows lots width ranging from 16 'to 26', and total lot area varying from 1663 sq. ft. to 2765.

.

The following items need to be addressed and resolved by the applicant prior to city commission consideration of the final plat. The applicant is in compliance with the time limit requirement of six (6) months for submitting the final plat from the date of the Planning Board preliminary plat approval.

1, All utility easements must be a minimum width of 15'.

2. Submit third party surveyor report.

3. Pavement width and the location of pavement on streets adjacent to the parcels must be shown.

4. Significant contours data must be shown (maximum ten feet);

5. The word "Planning Commission" in the signatures page must be changed to Planning Board;

6. Submit a title opinion of an attorney at law licensed in Florida.

Staff Recommendation

1. Staff recommends APPROVAL of the proposed Final Plat, subject to all the conditions listed above. These conditions must be complied before this item can be scheduled for city commission consideration.

Preliminary or Final Plat Application

CASE NUMBER: PB 25-11

Application Requirements

This application must be completed and submitted with application fee and ALL required attachments.
REQUIRED ATTACHMENTS: *(Checks payable to the City of Palatka, cash or credit card)*
The applicant should schedule a pre-application meeting and discuss the proposed plat prior to submitting this application.

- [x] Fully Executed and Notarized Application
- [x] Copy of Recorded Deed
- [x] Title Opinion (or Title Search)
- [ ] Copy of Preliminary Plat Approval if applicable
- [ ] Certified Engineer's Statement (if required)
- [x] Proposed Covenants (if required)
- [ ] Letter of Authorization, if applicable
- [ ] Preliminary or Final Plat, Seven Signed and Sealed Copies
- [ ] Project Narrative
- [ ] Proof of Taxes Paid
- [ ] Review Fee
- [ ] Legal Description(s)

Property Information

1. Property Address: 105 Cattle Crossing and 185 Cattle Crossing, Palatka, FL
2. Parcel Number: 10-10-26-0000-0200-0060 and part of 10-10-26-0000-0130-0010
3. Lot size/acreage: 11.37 acres
4. Current Property Use: Vacant
5. Current Land Use Category: PUD Current Zoning Designation: PUD

Description of request: Final plat review

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Forestar (USA) Real Estate Group Inc.

Mailing Address: 14785 Old St. Augustine Rd., Suite 300, Jacksonville, FL 32258

Phone Number(s): 904-899-5943 Email: heatherbrady@forestar.com

Agent/Contractor *(Submit proof of authorization to act as agent with your application)*

Name(s): Shalene Estes

Mailing Address: 14785 Old St. Augustine Rd., Suite 300, Jacksonville, FL 32258

Phone Number(s): 904-899-5948 Email: shaleneestes@forestar.com

Application Submitted By

Name (Print Name): Shalene B. Estes

Signature: _____ Date: May 07, 2025

STATE OF Florida County of Duval

Before me this day personally appeared Shalene B. Estes who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 7th day of May A.D. 2025.

(Notary Seal)

Notary Public State of Florida
Heather Brady
My Commission HH 391647
Expires 6/13/2027

Notary Public

My commission expires: 06/13/2027 State of Florida at Large

Type of Identification Produced: personally known

For Official Use Only

Date Submitted: _____

Preliminary Review by: _____

Zoning Category: _____

Signs Posted Date: _____

Legal Ad Run by: _____

Signs Posted Date: _____

Legal Ad Run by: _____

Received By: _____

Future Land Use Category: _____

Signs Posted by: _____

Planning Board: _____

Legal Ad Run Date: _____

Commission Date: _____

Legal Ad Run Date: _____

City of Palatka
201 N 2ND ST
PALATKA FL 32177-3735
(386)329-0100
CASH RECEIPT

Date: 05/30/2025 OPER ID: MBROWN RECEIPT NO:D017535

RECEIVED FROM: MCLAURY COVE PHASE 1

AMOUNT RECEIVED: 1,691.00 TYPE: PP PP / 1003
AUTH CODE: 176842111

CHANGE DUE: 0.00

TOTAL RECEIVED: 1,691.00

DISTRIBUTION:

AMOUNT	ACCOUNT NUMBER	DESCRIPTION / FOR
1,685.00		MCLAURY COVE PHASE 1 $1000.00 APP $525.00 FILING $160.00 ADVERTISING
6.00		ZONING CONVENIENCE FEE

PAYMENT RECEIPT

Brenda Bridges
Putnam County Tax Collector
PO Box 1339 Palatka, FL 32177

ROBERTS LAND & TIMBER COMPANY
625 STATE RD 100
PALATKA FL 32177

DO NOT PAY

Set 3233235

Receipt H11292024P017232

2024 Real Estate

Payment Date: 12/03/2024 Posted Date: 11/29/2024 Amount Paid: **83.01**

Parcel: 10-10-26-0000-0130-0010 **Ctrl#:** 79258 **Processed:** Remittance Processor **District** Unincorporated

Legal: PT OF E1/2 OF NW1/4 BK6 P269, (A PORTION BEING PART OF, MCLAURYS S/D SUBJECT TO, STREETS THEREIN)

Location: Unassigned Address

Payment Detail	Payment
Tax	83.01
Total	83.01

Payments *Real Estate*

Method	Check #	Paid By	Payment Amount
Check	XXX		647.23
Check	XXX		54,607.20

PAYMENT RECEIPT

Brenda Bridges
Putnam County Tax Collector
PO Box 1339 Palatka, FL 32177

6201 SAINT JOHNS AVENUE LAND TRUST
2493 US HIGHWAY 1 SOUTH
ST AUGUSTINE FL 32086

DO NOT PAY

Set 3250943

Receipt Q03072025P012635

2024 Real Estate

Payment Date: 03/07/2025 Posted Date: 03/07/2025 Amount Paid: **3,854.39**

Parcel: 10-10-26-0000-0200-0060 **Ctrl#:** 79287 **Processed:** Tax Administration **District** City of Palatka

Legal: PT OF NE1/4 OF NW1/4 OR495, P1277 OR546 P686

Location: 6201 ST JOHNS AV PALATKA

Payment Detail	Payment
Tax	3,854.39
Total	3,854.39

Payments *Real Estate*

Method	Check #	Paid By	Payment Amount
Check	371884	Land Title of America, Inc 100 South Park Blvd Ste 100 SAINT AUGUSTINE FL 32086	8,243.85

PUTNAM COUNTY FLORIDA PARCEL
10-10-26-0000-0130-0010

6201 ST JOHNS AVENUE
PALATKA, FL 32177
PARCEL 10-10-26-0000-0200-0060
CONTAINING 6.79± ACRES

BOUNDARY SURVEY

PHASE ONE

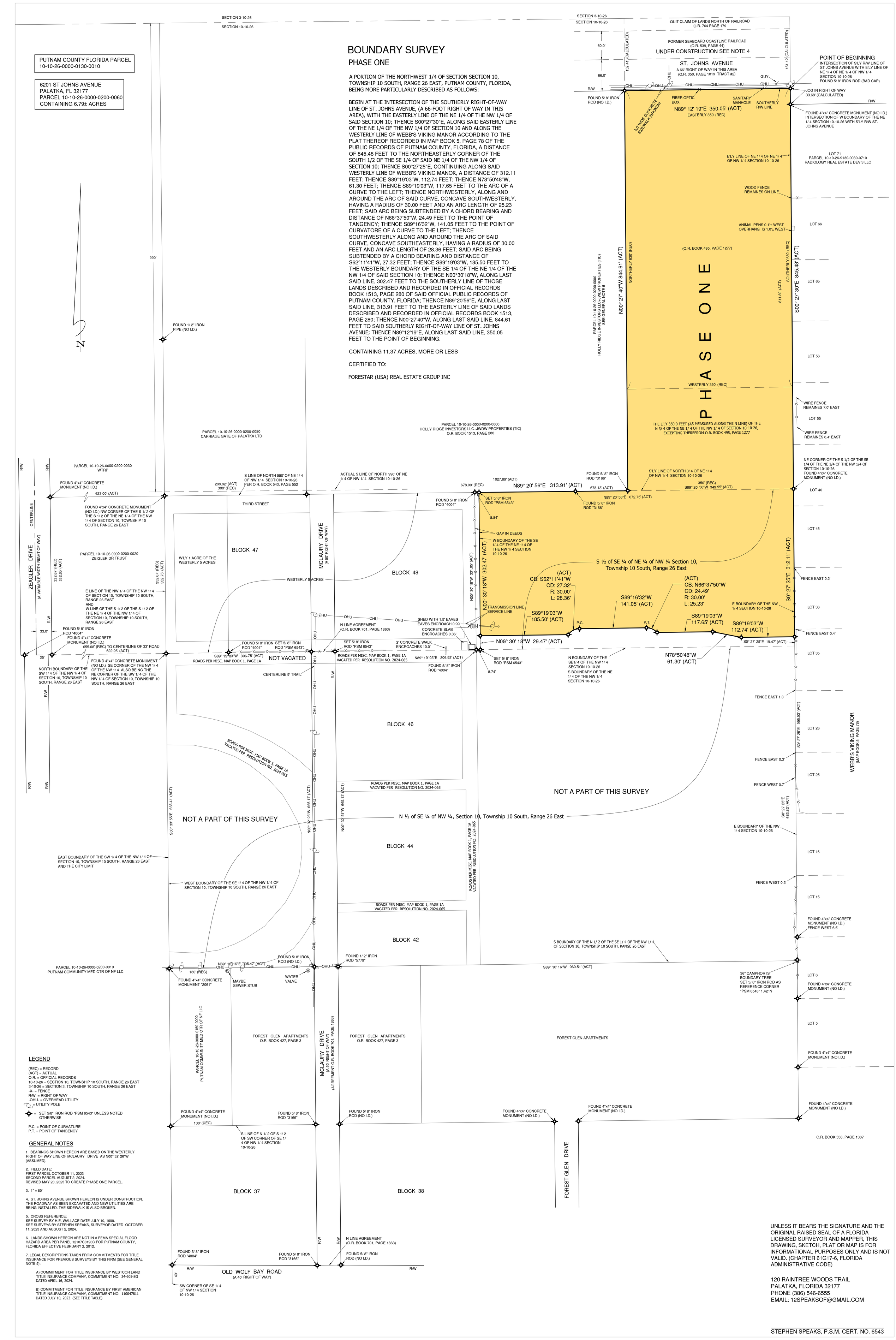
A PORTION OF THE NORTHWEST 1/4 OF SECTION SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE, (A 66-FOOT RIGHT OF WAY IN THIS AREA), WITH THE EASTERLY LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 10; THENCE S00°27'30"E, ALONG SAID EASTERLY LINE OF THE NE 1/4 OF THE NW 1/4 OF SECTION 10 AND ALONG THE WESTERLY LINE OF WEBB'S VIKING MANOR ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 5, PAGE 78 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, A DISTANCE OF 845.48 FEET TO THE NORTHEASTERLY CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SAID NE 1/4 OF THE NW 1/4 OF SECTION 10; THENCE S00°27'25"E, CONTINUING ALONG SAID WESTERLY LINE OF WEBB'S VIKING MANOR, A DISTANCE OF 312.11 FEET; THENCE S89°19'03"W, 112.74 FEET; THENCE N78°50'48"W, 61.30 FEET; THENCE S89°19'03"W, 117.65 FEET TO THE ARC OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 25.23 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N66°37'50"W, 24.49 FEET TO THE POINT OF TANGENCY; THENCE S89°16'32"W, 141.05 FEET TO THE POINT OF CURVATORE OF A CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 28.36 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S62°11'41"W, 27.32 FEET; THENCE S89°19'03"W, 185.50 FEET TO THE WESTERLY BOUNDARY OF THE SE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 10; THENCE N00°30'18"W, ALONG LAST SAID LINE, 302.47 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1513, PAGE 280 OF SAID OFFICIAL PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA; THENCE N89°20'56"E, ALONG LAST SAID LINE, 313.91 FEET TO THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1513, PAGE 280; THENCE N00°27'40"W, ALONG LAST SAID LINE, 844.61 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE; THENCE N89°12'19"E, ALONG LAST SAID LINE, 350.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.37 ACRES, MORE OR LESS

CERTIFIED TO:

FORESTAR (USA) REAL ESTATE GROUP INC



LEGEND

(REC) = RECORD
(ACT) = ACTUAL
O.R. = OFFICIAL RECORDS
10-10-26 = SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST
3-10-26 = SECTION 3, TOWNSHIP 10 SOUTH, RANGE 26 EAST
-X- = FENCE
R/W = RIGHT OF WAY
-OHU- = OVERHEAD UTILITY
= UTILITY POLE
= SET 5/8" IRON ROD "PSM 6543" UNLESS NOTED OTHERWISE

P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF MCLAURY DRIVE AS N00° 32' 26"W (ASSUMED).

2. FIELD DATE:
FIRST PARCEL OCTOBER 11, 2023
SECOND PARCEL AUGUST 2, 2024.
REVISED MAY 20, 2025 TO CREATE PHASE ONE PARCEL.

3. 1" = 80'

4. ST. JOHNS AVENUE SHOWN HEREON IS UNDER CONSTRUCTION. THE ROADWAY AS BEEN EXCAVATED AND NEW UTILITIES ARE BEING INSTALLED. THE SIDEWALK IS ALSO BROKEN.

5. CROSS REFERENCE:
SEE SURVEY BY H.E. WALLACE DATE JULY 10, 1999.
SEE SURVEYS BY STEPHEN SPEAKS, SURVEYOR DATED OCTOBER 11, 2023 AND AUGUST 2, 2024.

6. LANDS SHOWN HEREON ARE NOT IN A FEMA SPECIAL FLOOD HAZARD AREA PER PANEL 12107C0190C FOR PUTNAM COUNTY, FLORIDA EFFECTIVE FEBRUARY 2, 2012.

7. LEGAL DESCRIPTIONS TAKEN FROM COMMITMENTS FOR TITLE INSURANCE FOR PREVIOUS SURVEYS BY THIS FIRM (SEE GENERAL NOTE 5):

A) COMMITMENT FOR TITLE INSURANCE BY WESTCOR LAND TITLE INSURANCE COMPANY, COMMITMENT NO. 24-605-SG DATED APRIL 16, 2024.

B) COMMITMENT FOR TITLE INSURANCE BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 110047811 DATED JULY 10, 2023. (SEE TITLE TABLE)

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE)

120 RAINTREE WOODS TRAIL
PALATKA, FLORIDA 32177
PHONE (386) 546-6555
EMAIL: 12SPEAKSOF@GMAIL.COM

STEPHEN SPEAKS, P.S.M. CERT. NO. 6543

This Instrument Prepared by and Return to:
Sandra E. Krumbein Sadov, Esq.
Shutts & Bowen LLP
200 East Broward Boulevard, Suite 2100
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MCLAURY COVE

TABLE OF CONTENTS

Page

1. EXPLANATION OF TERMINOLOGY 1
   - 1.1 Access Control System 1
   - 1.2 Additional Property 2
   - 1.3 Amendment(s) 2
   - 1.4 Architectural Review Board 2
   - 1.5 Articles 2
   - 1.6 Assessment 2
   - 1.7 Association 2
   - 1.8 Backyard Area 2
   - 1.9 Benefited Assessment 2
   - 1.10 Board 3
   - 1.11 Bylaws 3
   - 1.12 Common Area 3
   - 1.13 Common Structural Elements 3
   - 1.14 Community Completion Date 3
   - 1.15 Completed Home 3
   - 1.16 Completed Home Owner 3
   - 1.17 Contributing Home 3
   - 1.18 Contributing Home Owner 3
   - 1.19 County 3
   - 1.20 Declarant 3
   - 1.21 Declaration 4
   - 1.22 Director 4
   - 1.23 Drainage System 4
   - 1.24 Governing Documents 4
   - 1.25 HOA Act 4
   - 1.26 Home 4
   - 1.27 Improvement 4
   - 1.28 Incomplete Home 4
   - 1.29 Incomplete Home Owner 4
   - 1.30 Institutional Mortgage 4

TABLE OF CONTENTS
(continued)

Page

1.31 Institutional Mortgagee or Institutional Lender 4
1.32 Interest 5
1.33 Lakes 5
1.34 Lake Lot 5
1.35 Legal Fees 5
1.36 Lot 5
1.37 Members 5
1.38 Monitoring System 5
1.39 Notice and Hearing 5
1.40 Operating Expenses 6
1.41 Owner 6
1.42 Participating Builder 6
1.43 Plat 6
1.44 Property 6
1.45 Public Records 6
1.46 Mclaury Cove 6
1.47 St. Johns River Wanter Management District Permit 6
1.48 Supplemental Declaration 7
1.49 Surface Water or Stormwater Management System 7
1.50 Turnover Date 7
1.51 Water Management District 7
2. DESCRIPTION OF MCLAURY COVE 7
2.1 General Plan of Development 7
2.2 Model Row 8
2.3 Common Structural Elements 9
2.4 Covenants Regarding Attached Homes 10
2.5 Lakes; Water Level and Use 11
3. ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY; CONVEYANCE OF COMMON AREA 12
3.1 Additions 12

TABLE OF CONTENTS
(continued)

Page

3.2 Designation of Additional Common Area 13
3.3 Disclaimer of Implication 13
3.4 Absence of Obligation 13
3.5 Withdrawal 13
3.6 Title to the Common Area 14
3.7 Parking Rights 15
4. OWNERS' PROPERTY RIGHTS 15
4.1 Owners' Easements of Enjoyment 15
4.2 Delegation of Use 17
4.3 Recognition of Existing Easements 17
4.4 Easements for Vehicular Traffic 17
4.5 Access Easement 17
4.6 Grant and Reservation of Easements 18
4.7 Surface Water or Stormwater Management System Easement 20
4.8 Assignments 23
5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; DURATION OF THE ASSOCIATION 24
5.1 Membership and Voting Rights 24
5.2 Board 24
5.3 Duration of Association 24
6. COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES 24
6.1 Affirmative Covenant to Pay Assessments 24
6.2 Establishment of Liens 26
6.3 Collection of Assessments 26
6.4 Collection by Declarant 27
6.5 Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement 27
7. METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS 28

TABLE OF CONTENTS
(continued)

Page

7.1 Determining Amount of Assessments 28
7.2 Assessment Payments 28
7.3 Special Assessments 28
7.4 Benefited Assessments 29
7.5 Liability of Owners for Individual Home Assessments 29
7.6 Waiver of Use 30
7.7 Declarant Subsidy 30
7.8 Declarant's Right to Loan or Advance Funds 30
7.9 Working Fund Contribution 30
7.10 Ongoing Working Fund Contribution 31
7.11 Participating Builder Exemption 31
7.12 Declarant's Obligation for Assessments and Option to Fund Budget Deficits 32
8. ARCHITECTURAL REVIEW BOARD 32
8.1 Members of the Architectural Review Board 32
8.2 Review of Proposed Construction 33
8.3 Security Deposit for Improvements; Indemnification 34
8.4 Meetings of the ARB 35
8.5 No Waiver of Future Approvals 35
8.6 Compensation of Members 35
8.7 Inspection of Work 35
8.8 Non-Liability of ARB Members 36
8.9 Variance 37
8.10 Declarant and Participating Builder Exemption 37
9. MAINTENANCE AND REPAIR OBLIGATIONS 37
9.1 By the Association 37
9.2 By the Owners 40
9.3 Damage to Buildings 43
10. OCCUPANCY AND USE RESTRICTIONS 44
10.1 Enforcement 44

TABLE OF CONTENTS
(continued)

Page

10.2 Single Family Use 45
10.3 Occupancy of Home 46
10.4 Nuisance 46
10.5 No Improper Uses 46
10.6 Leases 46
10.7 Removal of Sod and Shrubbery; Alteration of Drainage, Etc 47
10.8 Addition of Landscaping; Alteration of Drainage, Etc 48
10.9 Antenna and Aerial 48
10.10 Garbage and Trash 48
10.11 Radio Transmission 49
10.12 Animals and Pets 49
10.13 Clotheslines 50
10.14 Temporary Buildings, Etc 50
10.15 Fences 50
10.16 Drainage or Utility Easements 50
10.17 Additions and Alterations 50
10.18 Increase in Insurance Rates 50
10.19 Mining, Drilling, or Excavation 50
10.20 Failure to Maintain 50
10.21 Subdivision and Partition 51
10.22 Signs 51
10.23 Boats, Recreational Vehicles and Commercial Vehicles 51
10.24 Parking and Vehicular Restrictions; Assigned Parking Spaces 52
10.25 Powered Vehicles 53
10.26 Vehicle Maintenance 53
10.27 Window Decor 53
10.28 Hurricane Shutters 53
10.29 Flags 54
10.30 Water Supply 54
10.31 Sewage Disposal 54

TABLE OF CONTENTS
(continued)

Page

10.32 Weapons 54
10.33 On-Site Fuel Storage 54
10.34 Unmanned Aircraft Systems 54
10.35 Board's Rule Making Power 54
10.36 Compliance with Documents 55
10.37 No Implied Waiver 55
10.38 Declarant and Participating Builder Exemption 55
11. DAMAGE OR DESTRUCTION TO COMMON AREA 56
11.1 Determination to Repair or Rebuild 56
11.2 Owner Responsibility 57
11.3 Excess Funds 57
12. INSURANCE AND CONDEMNATION 57
12.1 Casualty Insurance 57
12.2 Fidelity Coverage 58
12.3 Directors' Coverage 58
12.4 Other Insurance 58
12.5 Cancellation or Modification 58
12.6 Flood Insurance 58
12.7 Condemnation 58
12.8 Public Liability Coverage 59
12.9 Waiver of Subrogation 59
13. GENERAL PROVISIONS 59
13.1 Conflict With Other Governing Documents 59
13.2 Notices 59
13.3 Enforcement 60
13.4 Interpretation 60
13.5 Severability 60
13.6 Certain Rights of Declarant and Participating Builder 61
13.7 Disputes as to Use 63
13.8 Amendment and Modification 63

TABLE OF CONTENTS
(continued)

Page

13.9 Delegation 64
13.10 Term 64
13.11 Rights of Mortgagees 65
13.12 Approval of Association Lawsuits by Owners 65
13.13 Compliance With Provisions 66
13.14 Security 66
13.15 Covenant Running With The Land 67
13.16 No Public Right or Dedication 68
13.17 No Representations or Warranties 68
13.18 Association and Declarant as Attorney-In-Fact 68
13.19 Declarant's Reservation of Rights 69
13.20 Sales Interference 70
13.21 Animal, Reptile and Wildlife Hazards 70
13.22 Title Documents 71
13.23 No Vested Rights 71
13.24 Access Control System 72
13.25 Monitoring System 72

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MCLAURY COVE

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MCLAURY COVE ("Declaration") is made this ____ day of _____, 2021, by FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("Declarant"), and is joined in by MCLAURY COVE TOWNHOME OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit ("Association").

WHEREAS, Declarant is the owner in fee simple of the real property more particularly described on Exhibit "A" attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant desires to develop a planned residential community to be known as "Mclaury Cove" (as hereinafter defined) upon the Property; and

WHEREAS, in order to develop and maintain Mclaury Cove as a planned residential community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. EXPLANATION OF TERMINOLOGY

The following words and phrases used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1.1 "ACCESS CONTROL SYSTEM" shall mean any system intended to control access to MCLAURY COVE. THE ASSOCIATION, DECLARANT AND PARTICIPATING BUILDER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE ASSOCIATION, DECLARANT, PARTICIPATING BUILDER AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OF HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE ASSOCIATION, DECLARANT AND PARTICIPATING BUILDER SHALL NOT BE RESPONSIBLE OR LIABLE FOR

LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

1.2 "ADDITIONAL PROPERTY" shall mean any real property (other than the Property) that may be submitted by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by Declarant and need not be joined in by any other person or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration executed by Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "Property" as used herein shall also mean a portion (or all) of the Additional Property.

1.3 "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for "Mclaury Cove" and each of which shall be properly adopted pursuant to the terms of the Governing Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

1.4 "ARCHITECTURAL REVIEW BOARD" OR "ARB" shall mean the committee created pursuant to Section 8 hereof.

1.5 "ARTICLES" shall mean the Articles of Incorporation of the Association filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.

1.6 "ASSESSMENT" shall mean assessments for which all the Owners are obligated to pay to the Association and includes "Individual Home Assessments", "Special Assessments" and "Benefited Assessments" (as such terms are defined in Section 7 hereof) and any and all other assessments which are levied by the Association in accordance with the Governing Documents.

1.7 "ASSOCIATION" shall mean MCLAURY COVE TOWNHOME OWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles, and which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of MCLAURY COVE as provided in this Declaration. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

1.8 "BACKYARD AREA" shall mean the area located at the rear of a Home.

1.9 "BENEFITED ASSESSMENT" shall mean Assessments charged against one or more Lots for Association expenses as described in Section 7.4.

1.10 "BOARD" shall mean the governing body of the Association.

1.11 "BYLAWS" shall mean the Bylaws of the Association, which have been or will be adopted by the Board, a copy of which are attached hereto as Exhibit "C" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

1.12 "COMMON AREA" OR "COMMON PROPERTY" shall mean the property which is or will be owned and/or maintained by the Association, as set forth in this Declaration or on the Plat, or additional plat, if any.

1.13 "COMMON STRUCTURAL ELEMENTS" shall have the meaning set forth in Section 2.3.

1.14 "COMMUNITY COMPLETION DATE" shall mean the date upon which all Homes in MCLAURY COVE, as ultimately planned and as fully developed, have been conveyed by Declarant or Participating Builder to Owners.

1.15 "COMPLETED HOME" shall mean a Home that has been completed and for which Home a certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency, and the title to which has been conveyed by Declarant or a Participating Builder.

1.16 "COMPLETED HOME OWNER" shall mean the Owner of a Completed Home.

1.17 "CONTRIBUTING HOME" shall mean any Home conveyed by Declarant or a Participating Builder(s) to an Owner (other than a Participating Builder) which has been issued a certificate of occupancy for the Home constructed thereon by the appropriate governmental agency, except if conveyed to an Institutional Mortgagee by foreclosure or a deed in lieu of foreclosure, upon which an affirmative covenant to pay Assessments, as more particularly set forth herein, is imposed.

1.18 "CONTRIBUTING HOME OWNER" shall mean the Owner of a Contributing Home.

1.19 "COUNTY" shall mean Putnam County, Florida.

1.20 "DECLARANT" shall mean Forestar (USA) Real Estate Group Inc., a Delaware corporation, and any successor or assign thereof to which Forestar (USA) Real Estate Group Inc., a Delaware corporation, specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Declarant under the Governing Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

1.21 "DECLARATION" shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments hereto, which may be recorded in the Public Records of the County.

1.22 "DIRECTOR" shall mean a member of the Board.

1.23 "DRAINAGE SYSTEM" shall mean all structures, including culverts and swales, required to collect and convey rainfall runoff from MCLAURY COVE to the water management tract(s) on and/or adjacent to the Property. The Drainage System is located upon and designed to serve all of MCLAURY COVE and is a private drainage system. The Drainage System shall be maintained by the Association in accordance with the District Permit.

1.24 "GOVERNING DOCUMENTS" shall mean, in the aggregate, this Declaration and the Articles, Bylaws, any rules and regulations of the Association which may be promulgated, all of the instruments and documents referred to therein and executed in connection therewith, and all amendments to the foregoing.

1.25 "HOA ACT" shall mean the homeowners' association act, Chapter 720, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

1.26 "HOME" shall mean one (1) of the two hundred and forty eight (248) attached residential dwelling units contained within multiple buildings ("Buildings") constructed or to be constructed within MCLAURY COVE, each of which is designed and intended for use and occupancy as a single-family residence. The term Home shall include the Lot. In the event all or any portion of the Additional Property is submitted to this Declaration by a Supplemental Declaration, the number of Homes within MCLAURY COVE shall increase.

1.27 "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within MCLAURY COVE, including, but not limited to, buildings, walkways, sidewalks, parking areas, berms, fountains, sprinkler pipes, gatehouses, roads, driveways, fences, perimeter and retaining walls, underground footers and other foundation supports, stairs, landscaping, hedges, plantings, poles, swings, swimming pools, covered patios, screen enclosures, jogging, bicycling and walking paths, basketball backboards and hoops, signs, site walls, gazebos, benches, mailboxes, decorative street lights and signs.

1.28 "INCOMPLETE HOME" shall mean a Home that has not been completed and for which no certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency.

1.29 "INCOMPLETE HOME OWNER" shall mean the Owner of an Incomplete Home.

1.30 "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any property within MCLAURY COVE.

1.31 "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home or Lot within MCLAURY COVE, which owner and holder of said mortgage shall either be a bank, life insurance company,

federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration ("VA"), the Federal Housing Administration ("FHA")or the U.S. Department of Housing and Urban Development ("HUD") or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

1.32 "INTEREST" shall mean the maximum nonusurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

1.33 "LAKES" means those portions of MCLAURY COVE designated on the Plat(s), if any, as lake(s), lake tracts or stormwater management tracts.

1.34 "LAKE LOT" means a Lot within MCLAURY COVE abutting a Lake, if any.

1.35 "LEGAL FEES" shall mean (i) all fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i), above.

1.36 "LOT" shall mean any parcel of land within MCLAURY COVE, as shown on the Plat, any additional plat, or on any replat, if any, upon which a Home is permitted to be constructed, together with the Improvements thereon. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in this Declaration and the Governing Documents.

1.37 "MEMBERS" shall mean all of the Owners who are also members of the Association, as provided herein.

1.38 "MONITORING SYSTEM" shall mean any monitoring/alarm systems or devices including, but not limited to, access control devices, provided for Homes.

1.39 "NOTICE AND HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at the Owner's expense, in the manner set forth in Section 10.1 herein.

1.40 "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Governing Documents, the costs

and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing, but not reconstructing, replacing or improving, the Common Property or any portion thereof and Improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Governing Documents.

1.41 "OWNER" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Home within MCLAURY COVE, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.

1.42 "PARTICIPATING BUILDER" shall mean any entity(ies) Declarant may designate as a Participating Builder. Declarant shall have the right to assign, in whole or in part, any of its rights hereunder to a Participating Builder(s). "Participating Builders" shall mean Participating Builder and any other entity(ies) designated as a Participating Builder.

1.43 "PLAT" shall mean the plat of MCLAURY COVE, as recorded in Plat Book ___, Page ___ of the Public Records of the County. In the event an additional plat is recorded in the Public Records of the County with respect to the Additional Property made subject to this Declaration pursuant to a Supplemental Declaration, then the term "Plat" as used herein shall also mean the additional plat. Not all of the property shown on the Plat may be subject to this Declaration.

1.44 "PROPERTY" shall mean that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to add property and withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

1.45 "PUBLIC RECORDS" shall mean the Public Records of the County.

1.46 "MCLAURY COVE" shall mean that planned residential development located in the County, which encompasses the Property and is intended to comprise fifty (50) attached Homes and the Common Area, but subject to change in accordance with this Declaration. MCLAURY COVE will initially consist of the land set forth in Exhibit "A," attached hereto and made a part hereof and may be expanded to include Additional Property or reduced by withdrawal of property, all by the recording of one or more Supplemental Declaration(s).

1.47 "ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT" OR "DISTRICT PERMIT" shall mean that certain permit issued by the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT affecting the Property, a copy of which is attached as Exhibit "D" hereto and made a part hereof, as same may be amended or modified from time to time.

1.48 "SUPPLEMENTAL DECLARATION" shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit Additional Property, if any, to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the effect of this Declaration, (c) designate portion(s) of the Property or Additional Property

as Common Area hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to add additional covenants, restrictions, reservations, regulations, burdens, liens, and easements upon the Property or any portion thereof; remove any existing covenant, restriction, reservation, regulation, burden, lien or easements from the Property or any portion thereof; declare certain properties to be or not to be Common Area; and/or add properties to or withdraw properties from the Property and the provisions of this Declaration. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

1.49 "SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM" shall mean a system of structures and other improvements, including, without limitation, control structures, culverts and swales, 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, over drainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 62-330, Florida Administrative Code. The Surface Water or Stormwater Management System is located upon and designed to serve the Property and possibly other properties around the Property.

1.50 "TURNOVER DATE" shall mean the date upon which Members, including Declarant, shall assume control of the Association and elect the Board, as more particularly described in Article V.D.2 of the Articles.

1.51 "WATER MANAGEMENT DISTRICT" or "SJRWMD" shall mean the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a regional water management district established in accordance with Florida law, and any successor, governmental agency, body or special district charged with the rights and responsibilities of the SJRWMD.

2. DESCRIPTION OF MCLAURY COVE

2.1 General Plan of Development

MCLAURY COVE comprises the Property encompassing, or which will encompass, the Lots and Common Area, as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit "A" attached hereto and is planned to contain fifty (50) attached Homes, together with Common Area, all in accordance with, but subject to, the terms of this Declaration. Notwithstanding the foregoing, Declarant hereby reserves the right to modify its plan of development of MCLAURY COVE (including, without limitation, the right to modify the site plan of MCLAURY COVE; the right to add or change the recreational facilities and amenities, if any, Home product types, and number of Homes to be constructed within MCLAURY COVE; and/or the right to add land to MCLAURY COVE or to withdraw land from MCLAURY COVE. Therefore, in the event Declarant modifies its plan of development of MCLAURY COVE and/or adds land to MCLAURY COVE or withdraws land from MCLAURY COVE, it is hereby acknowledged by each Owner

that the number of Lots, the layout of Lots and/or the size of Lots within MCLAURY COVE may change. Declarant's general plan of development further contemplates that the Homes to be constructed within MCLAURY COVE shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan of development of MCLAURY COVE may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to MCLAURY COVE, as well as any changes thereto.

Additional Property will become a part of MCLAURY COVE if, and only if, Declarant in its sole discretion adds Additional Property to MCLAURY COVE by recording a Supplemental Declaration to such effect. Declarant hereby reserves an easement for ingress and egress and for utilities and drainage over, under and across the Property for the benefit of any Additional Property; provided, however, no such easement may be granted upon any portion of the Property that lies directly beneath a Home.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and master plan of MCLAURY COVE, the right to add or change the recreational facilities and amenities, and the right to change the Home product types and number of Homes to be constructed within MCLAURY COVE) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct MCLAURY COVE according to the present plan of development nor as obligating Declarant to declare any Additional Property to be Property.

Notwithstanding anything in this Declaration to the contrary, there shall be no modification of the plan of development or other changes of any type or nature provided for or described in this Section 2.1 without the prior written consent of Participating Builders, except for subjecting all or any portions of the Additional Property to the terms and provisions of this Declaration.

2.2 Model Row

Declarant hereby reserves for itself and for Participating Builders the right to construct and/or operate a "model row(s)" in MCLAURY COVE. The "model row(s)" may contain models for MCLAURY COVE or other communities, as Declarant and/or any of Declarant's affiliates may so determine, in their sole discretion. The "model row(s)" may also contain parking, landscaping and fencing across the roads within MCLAURY COVE as Declarant may determine in its sole discretion. In the event that Declarant, any of its affiliates or a Participating Builder(s) constructs a "model row(s)" in MCLAURY COVE, such "model row(s)" may be used for such period of time that Declarant and/or any of Declarant's affiliates and/or or a Participating Builder(s) determines to be necessary in their sole judgment. Declarant and Participating Builder(s) may use any model home(s) for a sales office. By the Owner's acceptance of a deed for a Lot and Completed Home in MCLAURY COVE, such Owner agrees and acknowledges that: (i) Declarant and/or any of Declarant's affiliates and/or Participating Builder(s) have a right to construct and/or operate a "model row(s)"; (ii) Declarant and/or any of its affiliates and Participating Builder(s) have an easement over MCLAURY COVE for ingress and egress to and from the "model row(s)" and to

use and show the models to prospective purchasers in MCLAURY COVE or other communities being developed by Declarant and/or any of Declarant's affiliates, and/or any Participating Builder(s) as long as such "model row(s)" exists; and (iii) the Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of Declarant's affiliates, and/or any Participating Builder(s), including, without limitation, the carrying of signs, the posting of signs on Lots or Homes or other types of demonstrations in MCLAURY COVE or any public right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any such activities interfere with the quiet enjoyment of MCLAURY COVE by the other Owners, are detrimental to the value of the Homes within MCLAURY COVE, and interfere with Declarant's and/or its affiliates and/or any Participating Builder(s) ability to conduct their respective business.

2.3 Common Structural Elements

Each Building containing Homes shall contain common structural elements ("Common Structural Elements") which include, but are not limited to, the following:

2.3.1 Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on or within each Building and which directly or indirectly in any way service more than one (1) Home in such Building.

2.3.2 Party Walls. All division walls ("Party Walls") between two (2) Homes located upon a Lot line between two (2) Homes, provided that the mere fact that such a division wall between two (2) Homes is found to be not on a Lot line shall not preclude that division wall from being a Party Wall. The Owners of the Homes adjacent to a Party Wall shall own such Party Wall as tenants in common. Any partition walls located within a Home that do not contribute to the support of the Building are not Common Structural Elements.

2.3.3 Bearing Walls. Any and all walls or columns necessary to support the roof structure.

2.3.4 Exterior Finish. Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of each Building.

2.3.5 Flooring. The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto.

2.3.6 Privacy Walls. The walls (other than interior Party Walls within the Home) which may be erected along or located on the Lot lines and all foundational support structures with respect thereto. Privacy walls may also constitute Party Walls.

2.3.7 Roofing. The entire roof of a Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitations, the roof covering, roof trim and roof drainage fixtures.

Should the Common Structural Elements or a part thereof extend beyond the Lot, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed are hereby imposed.

2.4 Covenants Regarding Attached Homes

2.4.1 Utility Easements. Each Owner grants to all other Owners owning a Home in the same Building a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within the attached Home.

Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Homes within a Building, and which are located beneath or within the Building shall be shared equally by each of the Owners in the Building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by an Owner, his lessee, licensee, invitee, or agent, any expense arising therefrom shall be borne solely by such Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the Common Area shall be paid by the Association as an Operating Expense, or where appropriate, in the sole discretion of the Board, through a Benefited Assessment.

2.4.2 Common Walls and Roof. The Homes comprising each Building are single family Homes with common walls, known as "party walls," between each Home that adjoins another Home. The center line of a party wall is the common boundary of the adjoining Home. Each common wall in a Home shall be a party wall, and any party to said wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming said party wall. The entire roof of a Building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "shared roofing."

The cost of maintaining each side of a party wall shall be borne by the Owner using said side, except as otherwise provided herein.

No Owner shall authorize the painting, refurbishing or modification of the exterior surfaces or shared roof of his Home without the consent of the ARB.

2.4.3 Maintenance of the Exterior of the Attached Homes. Except as specifically provided herein which describes the Association's responsibility, each Owner shall at all times be responsible for the maintenance and care of the exterior surfaces of his or her attached Home. The phrase "exterior surfaces of the attached Home" shall include, but not be limited to, the exterior walls and shared roofing.

The Board shall determine the need for repainting from time to time, as provided in this Declaration. All costs reasonably related to said repainting (including cleaning before repainting) shall be borne by the respective Owner(s).

2.4.4 Casualty Insurance. Each Owner of a Home shall maintain physical damage insurance for such Home in an amount equal to the full replacement value of the Home. The Association may require that each such Owner provide proof of insurance. Should any such

Owner fail to provide proof of insurance upon request, the Association may, but is not obligated to, purchase the required insurance, and the costs of such insurance may be levied as a Benefited Assessment against such Home. Each such policy of insurance shall name the Association as an additional insured.

To the extent the Association incurs any costs and expenses in administering, operating, maintaining or repairing the Common Structural Elements of any of the Homes, such costs and expenses shall only be payable by Owners of the Home(s) benefitted thereby as a Benefited Assessment (and shall not be an Operating Expense applicable to all Homes).

2.5 Lakes; Water Level and Use

With respect to any waterways now existing or which may hereafter be contained within MCLAURY COVE, if any, only Declarant (and after the Turnover Date, the Association) shall have the right to pump or otherwise remove any water from such waterways for the purposes of irrigation or other use or to place any matter or object in such waterways. No docks, moorings, pilings, boat shelters, or other structure shall be erected on or over the waterways, except as may be erected or approved in writing by the Declarant (and following the Turnover Date, the Association). Only the Declarant (and after Turnover Date, the Association) shall have the right to prescribe the schedule for watering of the landscaping of the Property (subject to applicable legal requirements). No swimming, boats, canoes, kayaks or other water vehicle or craft shall be permitted on such waterways. The Association shall have, as permitted or required by law, the right to control the growth and eradication of plants, fowl, fish and fungi in and on such waterways.

All Owners acknowledge that the Property is located within the boundaries of the St. Johns River Water Management District. Due to ground water elevations underneath the Property, priorities established by governmental authorities and other causes outside of the reasonable control of Declarant, Participating Builder and the Association, water levels in the waterways may rise and fall significantly due to among other things, fluctuations in ground water elevations within the surrounding areas. Accordingly, Declarant, Participating Builder and Association have no control over such water levels and/or ground water elevations. Neither Declarant, Participating Builder nor Association shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality. Each Owner, by acceptance of title to a Lot, and each Owner's invitees, guests, agents, lessees, and their family members by use of a Lot, hereby release Declarant, Participating Builder and Association from and against any and all losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including, without limitation, attorneys' fees and courts costs at trial and all appellate levels), related to, arising out of and/or resulting from water levels in the waterways.

DECLARANT, PARTICIPATING BUILDER AND ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS FOR THE WATERWAYS (IF ANY). ANY INDIVIDUAL USING THE WATERWAYS SHALL DO SO AT HIS/HER OWN RISK AND HEREBY HOLDS DECLARANT, PARTICIPATING BUILDER AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

EACH OWNER, BY THE ACCEPTANCE OF TITLE TO A LOT, AND EACH OWNER'S INVITEES, GUESTS, AGENTS, LESSEES, AND THEIR FAMILY MEMBERS BY USE OF A LOT, ACKNOWLEDGES THAT THE WATERWAYS ARE DEEP AND DANGEROUS. NEITHER DECLARANT, PARTICIPATING BUILDER, ASSOCIATION NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY WATERWAY WITHIN MCLAURY COVE, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF MCLAURY COVE SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY MCLAURY COVE AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

No installation of sand or other materials intended to simulate a beach shall be permitted along the Lake banks (if any). Swimming, fishing or the use of watercraft on the lakes is strictly prohibited. No removal or damage to littoral or wetland plantings, if any, is permitted.

3. ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY; CONVEYANCE OF COMMON AREA

3.1 Additions

Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Common Area. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any Additional Property or any other real property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such Additional Property or other property. Nothing contained in this Section 3.1 shall be construed to require the joinder by or consent of the Owners or the Association to any such Supplemental Declaration; provided, however, the Association shall join in the execution of any such

Supplemental Declaration at the request of Declarant. In addition, nothing herein shall require Declarant to add any Additional Property.

3.2 Designation of Additional Common Area

Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Common Area.

3.3 Disclaimer of Implication

Only the real property described in Exhibit "A" hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property (including any Additional Property) shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, reservations, regulations, burdens, liens, and easements expressly binding the Property as provided by the terms of this Declaration.

3.4 Absence of Obligation

Nothing in this Declaration shall be construed to require Declarant to add any Additional Property to the Property encumbered by this Declaration or to require Declarant to declare any portion of any properties added to the Property to be Common Area, nor shall anything in this Declaration be construed to require Declarant to declare any portion or portions of the existing Property as Common Area, except to the extent herein specifically provided.

3.5 Withdrawal

Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

3.6 Title to the Common Area

To the extent herein provided, the Common Area is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. When title to all Lots which are subject to the provisions of this Declaration has been conveyed to non-Declarant purchasers or earlier at Declarant's option (exercisable from time to time, as to any portions of the Common Area), Declarant or its successors and assigns shall convey and transfer to the Association, by quitclaim deed, the fee simple title to the Common Area free and clear of any mortgages and the Association shall accept such conveyance, holding title

for the Owners as aforesaid. Such conveyance shall be subject to: (i) taxes and assessments with respect to the Common Area from and after the date of recording this Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed by an accurate survey of the Common Area; (iv) easements, covenants, conditions, restrictions, reservations, limitations, agreements and other matters of record; and (v) the terms and provisions of this Declaration, as the same may have been modified, amended and/or supplemented from time to time.

Upon recordation of the Plat, the Association shall be responsible for all maintenance of the Common Area regardless of ownership. At the time of conveyance of the Common Area or any portion thereof, the Association shall be required to accept the Common Area, together with the personal property and Improvements appurtenant thereto, if any. The Association hereby agrees to accept the Common Area and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Common Area and the personal property and Improvements appurtenant thereto being conveyed. IN THAT REGARD, THE ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND DECLARANT EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) AS TO THE COMMON AREA AND PERSONAL PROPERTY AND IMPROVEMENTS WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED OR DISCLAIMED, IN WHOLE OR IN PART, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY OR EMOTIONAL DISTRESS).

The Association shall accept this conveyance of the Common Area (together with the personal property and Improvements appurtenant thereto) and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Declarant's rights and easements as set forth in this Declaration.

Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Common Area in a continuous and satisfactory manner without cost to the general taxpayers of the County. The Association shall be responsible for the payment of real estate taxes, if any, against the Common Area including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Common Area or any other property required to be maintained by the Association.

Subject to the foregoing, Declarant may mortgage any or all portions of the Common Area to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Common Area shall be released from any such mortgage no later than the date same is conveyed to the Association.

3.7 Parking Rights

The Association shall maintain the parking spaces upon the Common Area for Owners, and each of their respective occupants, visitors and guests. The use of such parking spaces by Owners, and each of their respective occupants, visitors and guests shall be on a "first come-first serve basis" and subject to duly adopted rules and regulations of the Association, as the same may be amended from time to time.

4. OWNERS' PROPERTY RIGHTS

4.1 Owners' Easements of Enjoyment

Every Owner and family member, guest, lessee, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of the Common Area within the Property, except as may otherwise be specifically provided elsewhere in this Declaration, in common with all other Owners, their family members, guests, lessees, agents and invitees, located outside another Owner's Home which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. This right shall be subject to the following conditions and limitations:

4.1.1 The right and duty of the Association to reasonably limit the number of guests, invitees or tenants of an Owner using the Common Area.

4.1.2 The right and duty of the Association to levy Assessments against each Contributing Home for the purpose of operating, maintaining, repairing and replacing the Common Area and facilities thereon, all in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

4.1.3 The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Common Area.

4.1.4 The right of the Association to establish, amend and/or abolish from time to time uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

4.1.5 The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two-thirds (2/3) of the total voting interests of the Association, to borrow money for the purpose of improving the Common Area and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property or pledge Assessments as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

4.1.6 The right of the Association to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject the Common Area to such conditions as may be agreed to by the Association. No such dedication, release, alienation or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests of the Association agree to such dedication, release, alienation, or transfer.

4.1.7 The right of the Association to without any vote of the Owners to grant easements and rights-of-way or strips of land, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Common Area to serve the Common Area and other portions of the Property, without vote of the Owners.

4.1.8 The right of Declarant, Declarant's affiliates and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area within the Property and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

4.1.9 The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Common Area, in accordance with the original design, finish, or standard of construction of such Improvement.

4.1.10 The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Area, except as may be prohibited under the District Permit.

4.1.11 The right, however not the duty, of the Association by action of the Board to seek the vacation of publicly dedicated streets, if any, upon the Common Area.

4.1.12 The easements provided elsewhere in this Declaration, designated on the Plat or any additional plat, if any, including, but not limited to, those set forth in this Section 4.

4.1.13 The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Homes and other properties as set forth in this Declaration.

4.1.14 The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations,

responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of MCLAURY COVE and Homes therein).

4.2 Delegation of Use

Any Owner may delegate, in accordance with this Declaration, such Owner's right of enjoyment to the Common Area located outside the Homes to the members of such Owner's family, or to the lessees who reside in such Owner's Home, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board.

4.3 Recognition of Existing Easements

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

4.4 Easements for Vehicular Traffic

In addition to the general easements for use of the Common Area reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future Owners, their family members, guests, invitees and lessees, Institutional Mortgagees of the Property (or portions thereof), and to the Association, that all of the foregoing shall have a perpetual nonexclusive easement for vehicular traffic over (i) all streets dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), and (ii) any private roads within or upon the Property.

4.5 Access Easement

Declarant hereby reserves for itself and Participating Builders, perpetual, nonexclusive easements of ingress and egress over and across: (i) any private streets, drives, roads and/or roadways and driveways, if any, within or upon the Property, and (ii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant or Participating Builders to carry on and complete the work referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Participating Builders and Participating Builders' employees, contractors, subcontractors and agents, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant, Participating Builders and Owners.

4.6 Grant and Reservation of Easements

Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association and Declarant as hereinafter specified for the following purposes:

4.6.1 Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services to the Property and the Lots and Homes, including,

but not limited to, power, lights, telephone, cable television, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies. Certain utility lines which serve more than one (1) Home run through portions of the Homes in the Buildings. The easement described in this Section is intended to provide the right for such utility lines to exist within the Homes.

4.6.2 Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant or Participating Builder(s) such as a fence, stucco, underground footer or sidewalk, now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant or Participating Builder(s) shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

4.6.3 Easement to Enter Upon Lots and Homes. An easement or easements for ingress and egress in favor of the Association including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so.

4.6.4 Easement over Common Area. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Common Area which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

4.6.4.1 the right of the Association to suspend the right to use the Common Area of any Owner and such Owner's family members, guests, invitees and tenants for any period during which Assessments against such Owner's Lot remain unpaid, subject to the notice and hearing provisions in Section 10.1 herein;

4.6.4.2 the right of Declarant and Participating Builder(s) and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in the Declaration;

4.6.4.3 the right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration

(including, without limitation, Declarant's or Participating Builders' construction of Homes in MCLAURY COVE.

4.6.4.4 the right of the Association to grant permits, licenses and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

4.6.4.5 all provisions set forth in the Governing Documents.

4.6.5 Easement for Roof Overhang. An easement or easements, as shown on the Plat and additional plat, if any, to provide for the roof overhang of a Home in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang.

4.6.6 Irrigation Easement. An easement for irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each Owner, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the irrigation pipes.

4.6.7 Plat Easement(s). The Plat and/or additional plat, if any, may contain additional easements not discussed herein, granted in favor of the Association, Owners or others, for the specific purposes as described therein. Without limiting the generality of the foregoing, the Property is subject to the following as more particularly described on the Plat:

4.6.7.1 [INSERT PLAT EASEMENTS]; and

4.6.7.2 [INSERT PLAT EASEMENTS].

4.6.8 Drainage Easement. An easement for the purpose of accessing the Lakes to perform Lake maintenance and to perform Surface Water or Stormwater Management System and drainage facilities. The Owners, their guests, invitees, lessees and other persons are specifically prohibited from utilizing the drainage easements for other uses.

4.6.9 Maintenance Easements. Easements over the Property outside of the Homes granted in favor of the Association and the District for the purpose of maintaining the Lakes and Surface Water or Stormwater Management System and drainage facilities within the Lakes.

4.6.10 Structural Cross Easements. Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements are hereby granted in favor of the Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Homes and Common Structural Elements within any portion of the Property.

4.6.11 Drainage and Irrigation Easement. An easement for drainage, flowage and irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each of the Owners, including, but not limited to, reasonable rights of access for persons and

equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the water drainage system, flowage pipes and irrigation pipes or lines.

4.7 Surface Water or Stormwater Management System Easement.

4.7.1 Blanket Surface Water or Stormwater Management System Easement. The plan for the development of the Property includes the construction of a Surface Water or Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, and/or berms across the rear of certain Lots and access easements to the Surface Water or Stormwater Management System as may be shown on the Plat or otherwise dedicated. Declarant hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Surface Water or Stormwater Management System for the drainage of stormwater from the Property. Portions of the Surface Water or Stormwater Management System may be located entirely within Lots.

4.7.2 Surface Water or Stormwater Management System Maintenance. The Association shall be responsible for the maintenance, operation, and repair of the Surface Water or Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the District, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance and other stormwater management capabilities as permitted by the District.

The Association shall maintain and control the water level and quality of the Surface Water or Stormwater Management System and the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easement. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be consistent with the District Permit as originally issued or any modification that may be approved by the District. In order to provide adequate assurance that the Surface Water or Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

4.7.2.1 The Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.

4.7.2.2 The Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.

4.7.2.3 The Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

4.7.3 Surface Water or Stormwater Management System Maintenance Easement. The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Surface Water or Stormwater Management System and over any portion of a Lot which is a part of the Surface Water or Stormwater Management System, or upon which a portion of the Surface Water or Stormwater Management System is located to operate, maintain, and repair the Surface Water or Stormwater Management System as required by the District Permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify and berms placed along the rear of any Lots as part of the Surface Water or Stormwater Management System, or take any other action reasonably necessary, following which Declarant or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action in connection therewith. The Owners of Lots adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Surface Water or Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas but only in compliance with the District Permit or otherwise with District approval.

4.7.4 Improvements. No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Surface Water or Stormwater Management System without the prior written consent of the Association and the approval of the ARB or Declarant, which consent or approval may be withheld for any reason. Any improvements to the Surface Water or Stormwater Management System permitted by the Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Surface Water or Stormwater Management System may also require the prior written approval of the District. After receiving the approval of the ARB, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvement.

4.7.5 Use and Access. Declarant and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Surface Water or Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Surface Water or Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Declarant and the Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Declarant and the Association; provided, however, no watercraft shall be operated on any portion of the Surface Water or Stormwater Management System, including retention lakes. Further,

swimming and fishing is strictly prohibited in the Lakes, if any, or any portion of the Surface Water or Stormwater Management System.

4.7.6 LIABILITY. NEITHER DECLARANT, PARTICIPATING BUILDER(S) NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES (IF ANY) AND DRAINAGE FACILITIES OR ANY PART OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT, PARTICIPATING BUILDER(S) AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

4.7.7 Wetlands, Jurisdictional Land Swales. This Declaration is subject to the rights of the State of Florida over portions of the Property that may be considered wetlands, marshes, sovereignty or jurisdictional lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, mowing, improving, landscaping, or removal of plant life existing on his Lot.

Further, certain Lots may be improved with swales constructed within Lots that are contiguous to any jurisdictional lands. The Owners thereof shall not remove or modify the swales without the consent of the applicable governmental entities. Any Owner who alters or otherwise modifies any swale, including mowing, shall repair and restore any such swale to be in full compliance with the District Permit, at such Owner's sole cost and expense and shall indemnify and hold the Declarant and the Association harmless from such violation.

4.7.8 Rights of the District. Notwithstanding any other provisions contained elsewhere in this Declaration, the District shall have the rights and powers enumerated in this paragraph. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Surface Water or Stormwater Management System. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved in writing by the District. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without prior written approval of the District. Any amendment to this Declaration that alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the District. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System must be assigned to and accepted by an entity approved in writing by the District.

4.7.9 Indemnity. Declarant may be required to assume certain duties and liabilities for the maintenance of the Surface Water or Stormwater Management System or drainage system within the Property under the Plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Surface Water or Stormwater

Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the Surface Water or Stormwater Management System or drainage system Declarant shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

4.7.10 · Declarant's Rights. Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on the Plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owner of Lots subject to easement shown on the Plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow of drainage, or landscape on such areas with hedges, trees, or other landscaping items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Association, or the grantee of the easement.

4.8 Assignments

The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any water management district, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Home is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD;

DURATION OF THE ASSOCIATION

5.1 Membership and Voting Rights

Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Governing Documents. The voting rights of the Members shall be as set forth in the Articles.

5.2 Board

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

5.3 Duration of Association

The duration of the Association shall be perpetual, as set forth in the Articles. In the event of termination, dissolution or final liquidation of the Association, the responsibilities for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 62-330, Florida Administrative Code, and must be approved by the Surface Water or Stormwater Management District prior to such termination, dissolution or liquidation.

6. COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

6.1 Affirmative Covenant to Pay Assessments

6.1.1 In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Governing Documents; and (ii) maintain, operate and preserve the Common Area for the use, safety, welfare and benefit of the Owners and their family members, guests, invitees and lessees, there is hereby imposed upon each Contributing Home and each Contributing Home Owner the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Home from Declarant and/or Participating Builder, as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Home Assessments and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot and Completed Home within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Governing Documents.

6.1.2 The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Common Area as a whole and not upon an individual Lot or Home, or against any and all personal property or Improvements thereon; (2) all charges levied for utilities providing services for the Common Area as a whole and not upon an individual Lot or Home (including,

without limitation, costs related to street lights) or to the Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, telecommunications services home monitoring, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Common Area and directors and officers liability insurance for the officers and directors of the Association; (4) any sums necessary for the maintenance and repair of the Common Area and all Improvements located thereon; (5) any sums necessary to reimburse the Association for any costs or expenses incurred in connection with maintaining the Common Area; (6) administrative and operational expenses; (7) all sums necessary for the maintenance and repair of the Surface Water or Stormwater Management System to be maintained by the Association, including but not limited to work within retention areas, drainage structures and drainage easements; and, (8) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration. Reserves for future maintenance, repair and replacements are specifically excluded from Operating Expenses. The Board may, if it so determines, includes reserves in the Association's annual budget. In addition, any expense which is required by this Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Common Area which is the Association's responsibility to maintain or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Common Area to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and legal fees and costs (including, without limitation, attorneys and paralegal fees and court costs) incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which the Owners are obligated to pay pursuant to the Governing Documents or the enforcement of the use and occupancy restrictions contained in the Governing Documents, and except legal fees incurred for lawsuits not approved pursuant to Section 13.12 below.

The Operating Expenses with respect to the Common Area are payable by each Owner of a Contributing Home notwithstanding the fact that Declarant may not have as yet conveyed title to the Common Area to the Association.

6.2 Establishment of Liens

Each Assessment against a Contributing Home, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Contributing Home. Any and all Assessments made by the Association in accordance with the provisions of the Governing Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and

continuing lien upon each Contributing Home against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains title to a Home as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by the HOA Act.

6.3 Collection of Assessments

In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

6.3.1 To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

6.3.2 To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s) and such advance by the Association shall not waive the default.

6.3.3 To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 6.3.2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

6.3.4 To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.

6.3.5 To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five and No/100 Dollars ($25.00) or five percent (5%) of the past due amount, whichever is greater, by the Association to defray additional collection costs. This amount is subject to change in the Board's sole discretion.

6.3.6 To suspend the right of the Owner(s) in default to vote on any matter on which the Owners have the right to vote if such Owner is delinquent in payment of Assessments or other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

6.3.7 To suspend the right of the Owner(s), along with their family members, guests, invitees and tenants to use certain common and recreational areas located within the Common Area, if any, if such Owner is delinquent in payment of Assessments or any other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

Suspensions imposed by the Association pursuant to subsections 6.3.6 and 6.3.7 above must be approved by the Board in the manner required by the HOA Act.

6.4 Collection by Declarant

In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

6.5 Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Home(s). Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

7. METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

7.1 Determining Amount of Assessments

The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board. Each Home shall be assessed its *pro rata* portion of the total anticipated Operating Expenses as set forth in the Budget (other than those Operating Expenses which are properly the subject of a Special Assessment or Benefited Assessment), which shall be the "Individual Home Assessment" as to each Contributing Home. Operating Expenses shall be divided by the total number of Homes planned for MCLAURY COVE, but subject to change in accordance with this Declaration. Notwithstanding anything in the Governing Documents to the contrary, only a "Contributing Home" and the Owner thereof, shall be obligated to pay Individual Home Assessments. Notwithstanding anything herein or in the Governing Documents to the contrary, any assessment for legal expenses incurred by the Association to begin

legal proceedings against Declarant shall be deemed an Operating Expense which is properly the subject of a Special Assessment and not the subject of a regular Individual Home Assessment.

7.2 Assessment Payments

The Individual Home Assessments shall be payable quarterly, in advance, on the first day of the fiscal quarter. Notwithstanding the foregoing, the Board has the right to change the method and frequency of the payments of Individual Home Assessments. The Individual Home Assessments, and the quarterly payments thereof, as well as all Assessments provided for herein and all installments thereof may be adjusted from time to time by the Board to reflect changes in the number and status of Contributing Homes (thus apportioning all Operating Expenses among all Contributing Homes in existence at the time an Individual Home Assessment installment is due) or due to changes in the Budget or in the event that the Board determines that an Assessments or any installment thereof is either less than or more than the amount actually required.

7.3 Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Governing Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Common Area or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of at least thirty percent (30%) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws; provided, however, the Board acting alone and without the consent of Members may levy Special Assessments for the following: i) in the event of a casualty loss to repair and replace Common Area which is not insurable (e.g., landscaping, fencing, *etc.*), not insured, under insured, or where insurance coverage was denied by the insurance carrier after the casualty loss; ii) to obtain funds to cover insurance deductibles in the event of a casualty loss; or iii) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to, Common Area.

7.4 Benefited Assessments. The Board shall have the right to levy "Benefited Assessments" against one or more particular Lots, as follows:

(a) to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a particular Lot (or group of Lots) upon request of the Owner of such Lot (or group of Lots), pursuant to any menu of special services which the

Association may offer or pursuant to a Supplemental Declaration or as otherwise provided in this Declaration. Benefited Assessments for special services may be levied in advance of the provision of the requested service;

(b) to cover costs incurred in bringing a Lot into compliance with the Governing Documents, to cover costs and expenses for items for which the Association is permitted to levy an assessment against a particular Lot or group of Lots, pursuant to this Declaration (which assessment is not otherwise a Special Assessment) or costs incurred as a consequence of the conduct of the Owner or occupants of a particular Lot, their agents, contractors, employees, licensees, invitees, or guests, including, without limitation, Legal Fees, as applicable; or

(c) as otherwise set forth herein.

7.5 Liability of Owners for Individual Home Assessments

By the acceptance of a deed or other instrument of conveyance of a Completed Home in the Property, each Owner thereof acknowledges that such Completed Home becomes a Contributing Home upon such conveyance by Declarant and the Owners thereof are jointly and severally liable for their own Individual Home Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Homes for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Home Assessment or any portion thereof, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Home Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Home Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Governing Documents.

7.6 Waiver of Use

No Owner, other than Declarant, may exempt himself, herself or itself from personal liability for Assessments duly levied by the Association. No Owner may release the Owner's Home from the liens and charges hereof either by waiver of the use and enjoyment of the Property and the facilities thereon or by abandonment of such Owner's Home.

7.7 Declarant Subsidy

Except as may be limited by applicable law, Declarant has the right (at its sole election) to: subsidize the Budget of the Association as provided below by making voluntary contributions in amounts determined by Declarant in Declarant's sole discretion. During the period of time that Declarant or Participating Builders are offering Homes for sale in MCLAURY

COVE and/or based on the number of Homes owned by Owners other than Declarant or Participating Builders, Declarant may seek to keep Assessments lower than they otherwise may be by subsidizing the Budget of the Association by making voluntary contributions in amounts determined by Declarant. The amount of any such voluntary contributions may vary from time to time or may be discontinued and/or recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, the amount of any such voluntary contribution, the discontinuance and/or recommencement of any such voluntary contributions shall all be made by Declarant in Declarant's sole discretion and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the budget and thus lower the Assessments payable by the Owners that would otherwise by higher based on the Operating Expenses of the Association. Declarant's rights under this Section 7.7 do not constitute a guarantee of Assessments or Operating Expenses under and as described in Section 720.308(2) of the HOA Act.

7.8 Declarant's Right to Loan or Advance Funds

Declarant may (but is not obligated to) loan, advance or otherwise make payments to the Association to assist the Association in meeting its financial obligations. Notwithstanding anything to the contrary contained in this Section, if Declarant loans, advances or otherwise makes payments to the Association, other than as a voluntary subsidy per Section 7.7 above, then any such sums shall be repaid to Declarant prior to the Turnover Date.

7.9 Working Fund Contribution

Each Owner who purchases a Lot with a Home thereon from Declarant or a Participating Builder (sales by Declarant to a Participating Builder are exempt) shall pay to the Association at the time legal title is conveyed to such Owner, an "Initial Working Fund Contribution." The Initial Working Fund Contribution shall be [DOLLAR AMOUNT] Dollars and No/100 ($$$). Initial Working Fund Contributions are not advance payments of Individual Home Assessments and shall have no effect on future Individual Home Assessments, nor will they be held in reserve. To ensure that the Association will have sufficient cash available to pay for start-up expenses, Operating Expenses and other expenses, Declarant or a Participating Builder may from time to time advance to the Association the Working Fund Contribution applicable to any Lot(s) prior to the time legal title to such Lot(s) is conveyed to the Owner(s) thereof. In the event Declarant or a Participating Builder advances the Initial Working Fund Contribution applicable to any Lot, then, at the time legal title to such Lot is conveyed to the Owner thereof, the Initial Working Fund Contribution to be paid by such Owner to the Association pursuant to this Section 7.9 shall be paid directly to Declarant or a Participating Builder, as applicable, in reimbursement of the advance, instead of to the Association. Initial Working Fund Contributions (whether paid by Owner or advanced by Declarant) may also be used to offset Operating Expenses during the time Declarant is in control of the Board.

7.10 Ongoing Working Fund Contribution

Each Owner who purchases a Lot with a Home thereon, other than from Declarant or a Participating Builder as set forth in Section 7.9 above, shall pay to the Association at the time legal title is conveyed to such Owner, an "Ongoing Working Fund Contribution." The Ongoing Working Fund Contribution shall be [DOLLAR AMOUNT] Dollars and No/100 ($$$).Ongoing Working Fund Contributions are not advance payments of Individual Home Assessments and shall have no effect on future Individual Home Assessments, nor will they be held in reserve. Ongoing Working Fund Contributions may also be used to offset Operating Expenses during the time Declarant is in control of the Board.

7.11 Participating Builder Exemption.

Notwithstanding anything in this Declaration or the Articles and Bylaws to the contrary, during the time that a Participating Builder owns any Lot, the Participating Builder shall not pay any Individual Home Assessments with respect to the Lots owned by the Participating Builder; provided, however, Assessments shall commence and be payable as to a particular Lot owned by a Participating Builder upon the earlier to occur of (i) the sale of the Lot by a Participating Builder to an unaffiliated third party; or (ii) the Participating Builder is "no longer marketing the Lot for sale." The term "no longer marketing the Lot for sale" means that the Participating Builder has ceased all reasonable sales efforts as to a Lot for more than sixty (60) days after a Participating Builder has formally commenced its sales program within MCLAURY COVE; provided, however, such time period of sixty (60) days shall be extended by matters for force majeure which are beyond the control of the Participating Builder such as acts of God, delays caused by governmental authorities having jurisdiction over MCLAURY COVE in issuing building permits or other permits to Participating Builder, or any other matters that would qualify under impossibility of performance principles recognized under the laws of the State of Florida. For the purpose of this Section 7.11, if there are more than one (1) Participating Builder, each Participating Builder for the purposes of this Section shall be treated individually and not collectively with other Participating Builders.

7.12 Declarant's Obligation for Assessments and Option to Fund Budget Deficits.

Each Owner acknowledges and agrees that because Assessments are allocated based on the number of Completed Homes conveyed to Owners (other than Declarant and/or a Participating Builder), that it is possible the Association may collect more or less than the amount budgeted for Operating Expenses. Accordingly, to the maximum extent permitted by Florida law, during the time which Declarant has the right to control the Board, Declarant may satisfy its obligation for Assessments, if applicable, on Homes which it owns at the applicable rate either by paying Assessments in the same manner as any other Owner or by funding the Budget deficit. The Budget deficit is the difference between (i) the amount of Assessments levied on Completed Homes owned by Owners other than Declarant or a Participating Builder plus any other income, revenue or sums received by the Association during the period during which Declarant has elected to fund the deficit, and (ii) the amount of the Association's actual expenditures during the fiscal year and excluding to the maximum extent allowable by law, contributions to reserves, if established, and Special Assessments arising as a result of any unusual loss or liability. The calculation of Declarant's deficit funding obligation shall be done on a cumulative basis (from the

inception of the election to fund the deficit until Declarant's election to cease funding the deficit) although Declarant will fund the Association to meet its cash flow obligations as they arise during the deficit funding period. Unless Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of the fiscal year, Declarant shall continue paying on the same basis as during the previous fiscal year. Regardless of Declarant's election, Declarant's Assessment obligations, if any, may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Declarant. After Declarant's right to control the Board terminates or sooner if Declarant elects to pay Assessments, if applicable, on Homes it owns, and cease deficit funding, Declarant shall pay Assessments on Homes which it owns pursuant to the provisions of this Declaration. Declarant's obligation to deficit fund is not a guarantee of Assessments or Operating Expenses as contemplated by Section 720.308 of the HOA Act because the amount of Assessments and/or Operating Expenses to be paid by Owners during any deficit funding period may change based upon changes in the then buildout budget.

8. ARCHITECTURAL REVIEW BOARD

8.1 Members of the Architectural Review Board

The Architectural Review Board, sometimes referred to in this Declaration as the "ARB," shall be comprised of three (3) members. The initial members of the ARB shall consist of persons designated by Declarant. Each of said persons shall hold office until all Lots and Homes have been conveyed or such earlier time as Declarant may, at its sole option, elect. Thereafter, each new member of the ARB shall be appointed by the Board and shall hold office until such time as such new member has resigned, or has been removed, or such new member's successor has been appointed, as provided herein. Members of the ARB, other than those designated by Declarant, may be removed at any time without cause. The Board shall have the sole right to appoint and remove all members of the ARB other than those designated by Declarant.

8.2 Review of Proposed Construction

8.2.1 No Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwaves, reception devices, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless such Improvements have been reviewed by and received the written approval of the ARB in accordance with Section 8.2.2. herein below. Any Owner desiring to make Improvements shall submit two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the ARB to be qualified, showing the nature, dimensions, materials and location of the same, together with the security deposit, if required by the ARB, to be held and disbursed by the Association in accordance with Section 8.3 herein below. In addition to the foregoing, the ARB may establish and charge a review fee on a case by case basis, in the sole discretion of and in an

amount set by the ARB. If a review fee is charged by the ARB, it shall be non refundable in any event, whether or not the application submitted by an Owner is approved. Notwithstanding anything in this Section 8 to the contrary, if it is determined that any of the terms of Section 8 conflict with any of the terms or provisions of Section 10.9, then the terms or provisions of Section 10.9 shall supersede and control to the extent of such conflict.

8.2.2 The ARB shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ARB may also issue and amend from time to time rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The ARB may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans.

8.2.3 The ARB shall have thirty (30) days after delivery of all required materials to give written approval or rejection of any such plans and, if written approval is not given within such thirty (30) day period, such plans shall be deemed rejected, provided, however, that in any event, no such addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of the Property as a whole.

8.2.4 In no event shall any Improvement (including without limitation landscaping) be permitted within the landscaped areas and grassed areas and any sidewalks and sidewalk easements on Lots.

8.2.5 Notwithstanding anything to the contrary in this Declaration, no Improvement (including, without limitation, landscaping) shall be permitted within any Lot that interferes with the flow of rainfall runoff to or through the Surface Water or Stormwater Management System.

8.2.6 Notwithstanding any provision in this Section to the contrary, the approval of the ARB shall not be required for any additions, changes or alterations within any Homes if such additions, changes or alterations are not visible from the outside of such Homes. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

8.2.7 Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant or a Participating Builder shall require the prior approval or any certificate of consent of the ARB or any security deposit.

8.3 Security Deposit for Improvements; Indemnification

Any Owner desiring to make Improvements may be required by the ARB, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the ARB, at the time of the Owner's submission of plans and

specifications for review and approval by the ARB, up to a [SECURITY DEPOSIT AMOUNT] Dollar ($$$$) security deposit to cover costs of incidental damage caused to the Common Area, an adjacent Home or Lot, or any property (real or personal) by virtue of such Owner's construction of Improvements. The ARB shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested. The Association shall not be obligated to place the security deposit in an interest bearing account. The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the ARB that the Improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the ARB; and (ii) the ARB's (or its duly authorized representative's) inspection of such Improvements confirming completion; provided, however, should any incidental damage be caused to the Common Area by virtue of such Owner's construction of Improvements, the security deposit shall not be returned to Owner until such damages have been repaired. In the event that Owner has not repaired such damages to the Common Area to the satisfaction of the ARB, Association shall have the right (but not the obligation), after five (5) days notice to the offending Owner, to repair such incidental damage and to use so much of the security deposit held by the Association to reimburse itself for the costs of such work. Further, the offending Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association that exceed the security deposit, including Legal Fees, if any, incurred in connection therewith. Should any incidental damage be caused to an adjacent Lot or Home by virtue of such Owner's construction of Improvements, the Owner of the adjacent Lot (the "Adjacent Lot Owner") shall, at such Adjacent Lot Owner's sole option: (a) remedy such damage and submit to the Association a receipt, invoice or statement therefor for reimbursement from the offending Owner's security deposit; or (b) allow the offending Owner to repair such incidental damage to the Adjacent Lot Owner's Lot or Home, at the offending Owner's sole cost and expense, and upon receipt by the Association of written notice from the Adjacent Lot Owner that such incidental damage has been repaired, the offending Owner shall be entitled to a return of the security deposit being held by the Association, if any.

Notwithstanding anything contained in this Section to the contrary, the Association's return of the security deposit being held by it for any such Improvements shall be based solely on considerations set forth above. The Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the ARB, Declarant, and/or the Association of the structural safety, approval or integrity of any Improvement, conformance with building or other codes or standards, or the proper issuance of governmental permits and approvals for any Improvement.

8.4 Meetings of the ARB

The ARB shall meet from time to time as necessary to perform its duties hereunder. The ARB may from time to time, by resolution unanimously adopted in writing, designate an ARB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARB, except the granting of variances pursuant to Section 8.9 below. In the absence of such designation, the vote of any two (2) members of the ARB shall constitute an act of the ARB.

8.5 No Waiver of Future Approvals

The approval of the ARB of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the ARB of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

8.6 Compensation of Members

The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

8.7 Inspection of Work

Inspection of work and correction of defects therein shall proceed as follows:

8.7.1 Upon the completion of any work for which approved plans are required under this Section, the submitting party shall give written notice of completion to the ARB.

8.7.2 Within thirty (30) days after written notice of completion, the ARB or its duly authorized representatives may inspect such Improvement. If the ARB finds such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

8.7.3 If upon the expiration of fifteen (15) days from the date of such notification the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's ruling within such period, the Board, at its option, may remove the Improvement, remedy the noncompliance, or proceed in court to compel compliance and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including Interest and Legal Fees. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy an Assessment against such submitting party for reimbursement, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

8.7.4 If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the

submitting party, the Improvement and/or alteration shall be deemed to be in compliance with said approved plans.

8.8 Non-Liability of ARB Members

Neither the ARB nor any member thereof, nor its duly authorized ARB representative, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The ARB's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The ARB shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or representative of the ARB or the Association, nor Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for review and approval by the ARB, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the ARB, the Association and Declarant (and each of their respective officers, directors, partners, affiliates, members, representatives and employees) from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, Legal Fees) arising from, relating to or in any way connected with the Improvement or alterations for which such request was submitted. Furthermore, approval by the ARB of any request does not excuse Owner from also obtaining approvals from all applicable governmental authorities.

8.9 Variance

The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require; provided, however, the ARB shall not give or authorize (and the ARB is hereby prohibited from giving or authorizing) any variance with respect to the displaying of any signs for the sale or renting of the Home as prohibited in Section 10.23. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

8.10 Declarant and Participating Builder Exemption

Declarant and Participating Builders are hereby exempt from having to comply with the requirements of this Section 8 in their entirety.

9. MAINTENANCE AND REPAIR OBLIGATIONS

The responsibility for the maintenance of the Property is divided between the Association and the Owners. Interior maintenance of structures shall be the perpetual responsibility of the owners of such structures. The Association may enter into agreements with others for the Association's management and/or maintenance of all or part of the property to be maintained by

such entity (regardless of whether the subject property is within the Property) for purposes of carrying out all or a portion of the maintenance responsibilities of such entity, the expenses of which may be designated an Operating Expense, if the Association's Board determines such is in the interest of the Owners. Privately owned property shall be the maintenance responsibility of the Owner thereof, unless the responsibility is assumed by another by agreement approved or acknowledged by the Association. Open space owned by or dedicated to the Association shall be maintained by the Association and will not be diminished or destroyed in a manner which materially alters its use or enjoyment as open space.

9.1 By the Association

9.1.1 The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all landscaping and grassed areas encompassed within the Common Area as well as all of the Improvements and facilities located over, through and upon the Common Area (except public utilities, to the extent same have not been made Common Area). Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Common Area as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Common Area, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

9.1.2 The Association shall operate, maintain, repair and replace the irrigation system constructed over, through and upon the Common Area and the Lots as it shall deem appropriate. The Association shall be responsible for the costs of operation and maintenance of such irrigation system, including any monthly fees and other costs of water and/or electric usage and the cost of repair or replacement to all or any part thereof. There is hereby reserved in favor of the Association the right to enter upon the Common Area and any and all Lots for the purpose of operating, maintaining, repairing and replacing the irrigation system over, through and upon the Common Area and the Lots.

9.1.3 The Association shall maintain and care for all landscaping and grassed areas encompassed within each Lot so that, at a minimum, the initial landscaping for the Lot provided by Declarant or Participating Builder shall be maintained in a neat, orderly and attractive manner and consistent with the general appearance of the Property as a whole; provided, however, the Association shall be entitled to conduct selective thinning to maintain a harmonious environment. If an Owner plants trees and/or landscaping on his or her Lot (with the prior written consent of the ARB), such Owner shall be responsible for the maintenance, repair and replacement of same.

9.1.4 The Association shall be responsible for the maintenance, repair and replacement of all private streets, drives, roads, and roadways, if any, and all parking spaces and sidewalks located upon the Common Area and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Common Area and Lots for such purpose. To the extent permitted by the appropriate governmental authority, the Association may, but shall not be obligated to, also provide maintenance of all city, County, district, municipal or other properties which are located within or in a reasonable proximity of the Property to the extent that their

deterioration or unkempt appearance would adversely affect the appearance of the Property, including, without limitation, the right to enhance the landscaping in any public right of way.

9.1.5 The Association shall be responsible for the maintenance, repair and replacement of any common lighting located in MCLAURY COVE; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any lighting provided by the municipal electric service.

9.1.6 Any property designated as open space, landscape buffer, undisturbed natural buffer, preserve area, or conservation or wetland area on any plat, permit, or other document recorded in the Public Records of the County shall be preserved and maintained by the owner of such property in a natural open condition and in accordance with any applicable permits and permitting authorities. The Association or any subsequent owner shall not do anything that diminishes or destroys the open space, landscape buffer, undisturbed natural buffer, preserve area, or conservation area, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space.

9.1.7 The maintenance of individual mailboxes are the responsibility of the owners of said mailbox(es) and not the responsibility of the Association. Except as specifically provided herein to the contrary, the Association shall be responsible for maintaining any perimeter walls, perimeter fencing and retaining walls located within the Property. With respect to any perimeter walls or perimeter fencing located within Lot boundaries, the Association shall maintain the interior portion of such perimeter walls or fences which face the Owner's Home so long the Backyard Area of the Owner's Lot is not enclosed by any fence, wall or similar structure. Except as specifically provided herein to the contrary, the Association shall be responsible for maintaining any community entry features and signage and community mail kiosks, if any. The Association shall have an easement on all Lots for access to perform the obligations set forth in this Section 9.1.7.

9.1.8 Neither the Association nor any Owner shall alter the slopes, contours, or cross sections of the Lakes, Lake banks and littoral zones or chemically, mechanically, or manually remove, damage or destroy any plants in any of the littoral zones, except upon the written approval from the Association or applicable governmental authority. The Association shall be responsible for maintaining the required survivorship and coverage of the planted littoral areas, to ensure the ongoing removal of prohibited and invasive non-native plant species from these areas, and to comply with all governmental regulations applicable to the Lakes, Lake banks and littoral zones.

9.1.9 In accordance with the provisions of this Declaration, the Association shall operate, maintain and repair the Surface Water or Stormwater Management System constructed over, through and upon the Property. Such maintenance of the Surface Water or Stormwater Management System 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 District. Any repair or construction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the District. There is hereby reserved in favor of the Association the right to enter upon the Common Area and the Lots for the purpose of operating, maintaining, repairing, and replacing the Surface Water or Stormwater Management System over, through and upon the Property. The Association shall be

responsible for all costs associated with all cleaning, maintenance, repairs and replacement of any portion of the Surface Water or Stormwater Management System necessary to maintain the system in its original condition and use. In the event the Association fails to maintain the Surface Water or Stormwater Management System in accordance with this Declaration and/or the District Permit, as the same may be amended from time to time, then the District shall have the right to commence an action against the Association, including, without limitation, monetary penalties and injunctive relief, to compel the Association to maintain the portions of the Surface Water or Stormwater Management System for which the Association is responsible in accordance with this Declaration, and/or the District Permit. The registered agent for the Association shall retain a copy of the District Permit for the Association's benefit.

9.1.10 The Association may, but is under no obligation to, if the Board so determines pursuant to the terms of this Declaration, paint the exterior surface of the walls, doors, and window frames of the Homes within attached Buildings (using the same colors as originally used by Declarant), and may, if the Board so determines, assume the responsibility to maintain all or a portion of the Common Structural Elements, pursuant to the terms set forth in this Declaration for same. Any proposed change in the paint scheme of Homes within MCLAURY COVE shall require the affirmative vote of seventy-five percent (75%) of the Owners. There is hereby reserved in favor of the Association the right to enter upon any and all Lots for the purpose of such maintenance if the Board determines to assume such responsibility.

9.1.11 The Association may, but is under no obligation to, if the Board so determines pursuant to the terms of this Declaration, replace the roofs of Homes. There is hereby reserved in favor of the Association the right to enter upon any and all Lots for the purpose of any such replacement.

9.1.12 The Association may, but is under no obligation to, if the Board so determines pursuant to the terms of this Declaration, assume the responsibility to maintain all or a portion of the Common Structural Elements, pursuant to the terms set forth in this Declaration for same. There is hereby reserved in favor of the Association the right to enter upon any and all Lots for the purpose of such maintenance if the Board determines to assume such responsibility.

9.1.13 The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Common Area having a cost not in excess of Five Thousand Dollars ($5,000). All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Common Area which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Common Area unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.

9.1.14 All expenses incurred by the Association in connection with the services and maintenance described in Sections 9.1.1 through 9.1.9, inclusive, and Section 9.1.13 are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. To the extent the Association incurs any costs and expenses in connection with the maintenance and/or replacement described in Sections 9.1.10 through 9.1.12, inclusive, such costs and expenses shall only be payable by Owners of the Homes benefitted thereby as a Benefited

Assessment (and shall not be an Operating Expense applicable to all Homes). Should the maintenance, repair or replacement provided for in Sections 9.1.1 through Section 9.1.13, inclusive, be caused by the negligence of or misuse by an Owner, his or her family, guests, servants, invitees, or lessees, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Home and said Assessment shall constitute a lien upon the appropriate Lot with the same force and effect as liens for Operating Expenses.

9.1.15 The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of MCLAURY COVE.

9.2 By the Owners

9.2.1 Except as otherwise specifically provided herein, the Owner of each Home must keep and maintain all portions of his or her Home and all other Improvements situated on his or her Lot, including, without limitation, the Common Structural Elements, all equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his or her Home and Lot, including the Common Structural Elements therein, which, if omitted, could adversely affect MCLAURY COVE, the other Owners or the Association and its Members; however, notwithstanding the foregoing, the Board, in its sole business discretion, shall have the power and authority to require the Association, rather than the Owners of each Home, to keep and maintain each Home, and the Improvements thereon, including the Common Structural Elements therein and including equipment and appurtenances, in good order, condition, and repair, and to perform all maintenance and repair work within each Home, including the drywalls within the Homes, in which case the maintenance provisions with respect to Common Property would apply. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Lot, and physical items attached or connected to such structures that run beyond the boundary line of the Lot which exclusively service or benefit the Lot and Home. Without limiting the generality of the foregoing, the Owner of each Lot shall keep all drainage structures (such as catch basins) located on the Owner's Lot clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of the walls, doors, windows and roof of the physical structures of the Home shall be performed by the Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot further agrees to pay for all utilities, such as telephone, cable or satellite television, telecommunication systems, home monitoring, water (including water associated with irrigation), sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of

the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

In addition to the foregoing, the Owner of each Home shall be required to maintain appropriate climate control, keep his or her Home clean, promptly repair any leaks and take necessary measures to retard and prevent mold, fungi, mildew and mycotoxins from accumulating in the Home. Each Owner shall be required to clean and dust such Owner's Home on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts, and to properly maintain and have serviced on a regular basis, the Home's HVAC system. Each Owner of a Home shall be responsible for damage to such Owner's Home and personal property as well as any injury to the Owner of a Home and/or occupants of the Home resulting from the Owner's failure to comply with these terms. Each Owner of a Home shall be responsible for the repair and remediation of all damages to the Home caused by mold, fungi, mildew and mycotoxins. While the foregoing are intended to minimize the potential developments of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of same. By acquiring title to a Home, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released Declarant from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages, which may result from, without limitation, the inability to possess the Home, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by the Owner, his or her family members and/or his or her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. Additionally, each Owner, by acceptance of a deed, or otherwise acquiring title to a Home, shall be deemed to have agreed that Declarant shall not be responsible, and Declarant hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Owner, his or her family members and/or his or her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as result of mold, mildew, fungus or spores. Neither Declarant nor any Participating Builders makes any representations or warranties regarding the existence or development of molds, fungi, mildew or mycotoxins, and each Owner on behalf of themselves and their family members, guests, invitees, tenants, successors and assigns shall be deemed to and by acceptance of a deed or title to the Home or by use of the Home, waives and expressly releases any such warranty and claims for loss or damages (including, without limitation, property damage and/or personal injury) resulting from the existence and/or development of same. References in this section regarding climate control and air conditioning shall only be applicable to those portions of the Home that are air conditioned.

9.2.2 An Owner shall not plant any shrubs, trees and/or landscaping on his or her Lot without the prior written approval of the Association. If an Owner receives such approval and plants any shrubs, trees and/or landscaping on his or her Lot, such Owner shall be responsible for maintaining such shrubs, trees and/or landscaping. Nothing shall be planted in any open space, landscape buffer and/or undisturbed natural buffer, if any, by any Owner.

Declarant or a Participating Builder may have constructed one or more drainage swales upon each Lot for the purpose of managing and containing the flow of excess

surface water, if any, found upon such Lot from time to time. Each Lot Owner shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

9.2.3 The Owner of each Lot keep the sidewalk located on and/or adjacent to their Lot clean and free from any trash, debris and/or impediments to pedestrian traffic.

9.2.4 In addition to the above, the Owner of each Home shall be responsible to fix leaks in and otherwise maintain and repair the roof of such Owner's Home and replace any dead or obviously dying trees on their Lot.

9.2.5 If a Home is damaged by fire or other casualty, including the Common Structural Elements, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board. Notwithstanding the foregoing, in the event the Board determines that the Association shall assume the responsibility of repairing the Common Structural Elements, the Owner shall be relieved of such responsibility. The Association shall be obligated to notify every Owner of such election in writing and the costs and expenses therefor shall be a Benefited Assessment as to said Homes and Owners thereof.

9.2.6 Each Owner shall keep such Owner's Home (as well as the Common Structural Elements and the drywall located within the interior portions of a Home) insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request. Notwithstanding the foregoing, in the event the Board elects to purchase casualty insurance for the Common Structural Elements (which such costs therefor shall only be payable by the Owners of said Homes as a Benefited Assessment), said Owners shall be relieved of such responsibility. In that event, the insurance proceeds for the repair and rebuilding shall be paid to the Association and not the Owner.

9.2.7 If an Owner fails to comply with the foregoing provisions of this Section 9.2 (or Section 2.4 above), the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

9.2.8 If a failure to comply with the provisions of this Section 9.2 (or Section 2.4 above) relates to the Owner's obligation to maintain and care for the Home, landscaping or

any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under this Declaration or any of the other Governing Documents shall be determined in the sole discretion of the Association or Declarant.

9.3 Damage to Buildings

The Owner of any Home which has suffered damage may apply to the ARB for approval for reconstruction, rebuilding, or repair of the Improvements therein. The ARB shall grant such approval only if, upon completion of the work, the exterior appearance of the Improvement(s) will be substantially similar to that which existed prior to the date of the casualty. If the obligation for repair falls upon the Association, ARB approval will not be required prior to the commencement of such work, so long as the exterior appearance of the Improvements will be substantially similar to that which existed prior to the date of the casualty.

The owner or owners of any damaged building (including, without limitation, the Owner of a Lot and/or Home), shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his or her or their reasonable control.

Declarant and Participating Builders shall be exempt from the provisions of this Section 9.3, provided that any such reconstruction, rebuilding or repairs made by Declarant or a Participating Builder shall be consistent, as to the exterior appearance, with the Improvements as they existed prior to the damage or other casualty.

10. OCCUPANCY AND USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as provided in Section 10.38 below with respect to Declarant and Lots and Homes owned by Declarant:

10.1 Enforcement. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Governing Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

Notwithstanding the rights of the Association hereunder to enforce to the terms and provisions of the Governing Documents, the District shall also have the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel

the Association to correct any failure by the Association to operate, maintain and repair the Surface Water or Stormwater Management System in accordance with the District Permit.

In addition to all other remedies, if an Owner is delinquent for more than ninety (90) days in paying a monetary obligation due the Association, the Association may suspend, until such monetary obligation is paid, any or all of the rights of any or all of an Owner or an Owner's tenants, guests or invitees to use the Common Area and facilities (including, without limitation, cable television and other amenity (non-utility) services provided); may suspend the voting rights of an Owner if such Owner is delinquent in payment of regular annual assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Governing Documents, provided the following procedures are adhered to:

10.1.1 Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without at least fourteen (14) days notice to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Owner's tenant, guest or invitee. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

10.1.2 Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

10.1.3 Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

10.1.4 Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. Unless otherwise permitted by applicable law, a fine of less than One Thousand and No/100 Dollars ($1,000.00) may not become a lien against a Lot.

10.1.5 Failure to Pay Assessments. Notice and Hearing as provided in this Section shall not be required with respect to the imposition of suspension of voting rights or fines upon any Owner because of such Owner's failure to pay Assessments or other monetary obligations or charges which are due for more than ninety (90) days.

10.1.6 Suspension of use rights to the Common Area shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park, nor to provide access to utility services provided to the Lot and/or Home.

10.1.7 In addition to all other remedies, the Association may levy Benefited Assessments, to cover costs which the Association incurs to bring a Lot into compliance with the Governing Documents, including Legal Fees, or costs incurred as a consequence of the conduct of an Owner or occupant of a Lot, their guests or invitees.

10.1.8 For purposes of this Section 10, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees, lessees and sublessees of any Owner, and any other permitted occupants of a Home. All the Property shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Section 10.38 hereof:

10.2 Single Family Use. The Homes shall be for single family use only. No commercial occupation or activity may be carried on in MCLAURY COVE, except as such occupation or activity is permitted to be carried on by Declarant or a Participating Builder under this Declaration. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated adult persons living as a single housekeeping unit.

10.3 Occupancy of Home. The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March, 1989, and as amended effective December 31, 1995, provides that communities cannot reject families with children. Therefore, neither Declarant, a Participating Builder, nor the Association shall have the authority to prohibit children.

10.4 Nuisance. Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Lots and Homes or in or about any Improvements, or on any portion of MCLAURY COVE, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Lots and Homes which is a source of annoyance to the Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Lots and Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements or Homes. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot or Home, or exposed to the view of other Owners without the prior written approval of the Board. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Board, whose decision shall be dispositive of such dispute or question.

10.5 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of any Lot or the Home thereon nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the

Property. Each portion of the Property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, the city and any and all other governmental and public authorities and boards or officers of the same relating to such Property and any Improvements thereon or the use thereof. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Lot or Home shall be corrected by, and at the sole expense of the Owner of any such Lot or Home.

10.6 Leases. No Home may be rented for a period of less than one (1) calendar month. No portion of a Home (other than an entire Home) may be rented. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Governing Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.

The lease of a Home for a term of six (6) months or less is subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. An Owner leasing his or her Home for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Owners harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida with respect to rental payments or other charges under the lease, and such Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Home shall not be leased until such amounts are paid in full. If the Home is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the

lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the priority established in the HOA Act until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Home, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 *et seq*.

10.7 Removal of Sod and Shrubbery; Alteration of Drainage, Etc. Except for Declarant's acts and activities with regard to the development of MCLAURY COVE, no Improvements (including, but not limited to, driveways, pools, and landscaping) and no sod, top soil, muck, trees or shrubbery shall be removed from MCLAURY COVE and no change in the condition of the soil or the level of the land of any of MCLAURY COVE area shall be made which would result in any permanent change in the flow or drainage of surface water within MCLAURY COVE without prior written consent of the ARB.

10.8 Addition of Landscaping; Alteration of Drainage, Etc. If an Owner installs additional landscaping to their Lot (which installation must be approved by the ARB), the Owner is responsible for the additional costs of maintaining the additional landscaping. The installation of additional landscaping shall not result in any permanent change in the flow or drainage of surface water within MCLAURY COVE without prior written consent of the ARB.

10.9 Antenna and Aerial. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be

installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Section 10.9 shall not apply to Declarant.

10.10 Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish around his or her Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of MCLAURY COVE, or any property contiguous to MCLAURY COVE. No rubbish, trash, garbage, refuse, unsightly objects or other waste material shall be kept or permitted on the Lots or Common Area, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pickup), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Common Area. All Lots and all portions of the Property and any improvements placed thereon shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. No clothing or other household items shall be hung, dried or aired in such a way as to be visible from the Common Area or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the ARB or when accumulated by the Association for imminent pick-up and discard).

10.11 Radio Transmission. No ham radios or radio transmission equipment shall be operated or permitted to be operated within MCLAURY COVE without the prior written consent of the Association.

10.12 Animals and Pets. No animals, livestock or poultry of any kind of size shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept subject to the rules and regulations governing their number and keeping adopted by the Board. No permitted pet may be kept if the pet becomes a nuisance or annoyance to any neighbor, as determined by the Board. No dogs or other pets shall be permitted to have excretions on the Property, except in locations designated by the Board. An Owner is responsible for the cost of repair or replacement of any Common Area damaged by such Owner's pet. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Association.

If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot or to take such other remedial action as the Board shall specify. Under no circumstances shall a "Dangerous Dog" (as hereinafter defined) be permitted on the Property. As used in this Declaration, a "Dangerous Dog" is defined as a dog which meets any one (1) of the

following criteria: (a) has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the streets, drives, roads, avenues, roadways and/or sidewalks, or any other portion of the Property, in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept outside a Home or on any patio, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Association, if any, provided this statement shall not require the Association to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Property. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the Property. All pets must be registered, licensed and inoculated as required by law. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

10.13 Clotheslines. Unless otherwise permitted by applicable law and only to the extent permitted therein, no clothesline or clothes drying which is visible from outside a Lot shall be undertaken or permitted on any portion of MCLAURY COVE.

10.14 Temporary Buildings, Etc. No sheds, tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed within MCLAURY COVE except in connection with construction, development, leasing or sales activities permitted under this Declaration or with the prior written consent of the Association. No temporary structure may be used as a residence.

10.15 Fences. No fences or walls are permitted except fences and walls constructed or installed by Declarant and/or a Participating Builder or fences or walls approved by the ARB.

10.16 Drainage or Utility Easements. No structures, trees or shrubs shall be placed on any drainage or utility easements, except by Declarant or a Participating Builder, without the prior written consent of the ARB.

10.17 Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home without the prior written consent of the ARB.

10.18 Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

10.19 Mining, Drilling, or Excavation. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken on the Property. Activities of Declarant or the Association in dredging, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities.

10.20 Failure to Maintain. Upon the failure of an Owner(s) to (i) maintain the portion of the Property and any Improvement thereon which such party is responsible to maintain in accordance with the requirements of this Declaration and to the satisfaction of the Association and (ii) correct such deficiencies within fifteen (15) days of written notice by the Association, unless a longer period is authorized by the Association, the Association may enter upon such portion of the Property and make such corrections as may be necessary. The cost of such corrections shall be paid by the Owner who is required to perform such maintenance. If any Owner(s) fails to make payment within fifteen (15) days after requested to do so by the Association, then the payment requested shall be collected as an Individual Home Assessment from such Owner and the Association shall be entitled to lien rights upon the portion of the Property requiring such maintenance in accordance with the provisions of this Declaration.

10.21 Subdivision and Partition. No Lot on the Property shall be subdivided except by Declarant or a Participating Builder.

10.22 Signs. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale," "For Rent," or "By Owner," or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation a Home), or on or in a vehicle, without the prior written consent of the ARB and the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the ARB and the Board. Neither the ARB, nor the Board, shall consent to any "For Sales," "For Rent," "By Owner" or similar sign for the renting or sale of a Home so long as Declarant or a Participating Builder owns a Lot in MCLAURY COVE or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) or a Participating Builder are conducting sales and marketing of Homes in MCLAURY COVE or other communities developed or marketed by Declarant or its affiliates, or a Participating Builder, whichever is later. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their respective successors or assigns, or a Participating Builder, for advertising or

marketing during the construction and sale period of MCLAURY COVE or other communities developed and/or marketed by Declarant or its affiliates, or a Participating Builder and other signs authorized by Declarant shall be exempt from this Section. Such sign or signs as Declarant and/or a Participating Builder may be required to erect under the terms of an Institutional Mortgage shall be exempt from this Section. An Owner may display a security sign provided by a contractor for security services as permitted by the HOA Act. This provision may not be amended without the prior written consent of Declarant and Participating Builders.

10.23 Boats, Recreational Vehicles and Commercial Vehicles. No trailer, camper, or other vehicle, other than four wheel passenger automobiles and other four wheel passenger vehicles determined acceptable by the Association, shall be permitted on any portion of MCLAURY COVE, except for trucks furnishing goods and services during the daylight hours, except for police and emergency service vehicles, and except as the Association may designate for such use by appropriate rules and regulations. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles in MCLAURY COVE. No commercial vehicle, trailer, recreational vehicle, motor home, boat or boat trailer may be parked or stored on the Property except for the purpose of temporary loading or unloading and as otherwise specified by the Board in any adopted rules and regulations. The Declarant and the Board have the sole authority to determine whether a vehicle is considered a commercial vehicle or otherwise violates the restrictions in this section. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except as otherwise specified by the Board in any adopted rules and regulations and except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant.

10.24 Parking and Vehicular Restrictions; Assigned Parking Spaces. Parking upon the Property shall be restricted to designated parking areas and parking spaces ("Parking Spaces") located within the Property. The Association shall maintain, repair and replace, as needed, the Parking Spaces and is granted an easement over the Property for such purposes. It is contemplated that each Home shall be assigned one (1) Parking Space ("Assigned Space") within the Property. The Assigned Space may be relocated at any time, and from time to time, by the Board to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility. Any Owner to which the use of an Assigned Space is assigned, shall have the exclusive right to the use thereof. Upon conveyance of or passing of title to the Home to which the use of an Assigned Space is assigned, the Home receiving such title shall automatically be assigned the Assigned Space assigned to such Home. The original assignment by Declarant to a Home of the use of an Assigned Space shall be made by a written "Parking Space Assignment" form ("Assignment") in which the particular Assigned Space(s) is described. The Association shall maintain a book ("Book") for the purpose of recording the assignee of each Assigned Space. Upon assignment of an Assigned Space by Declarant, Declarant shall cause the Association to record such Assignment in the Book, and the Home to which such use is assigned shall have the exclusive right to the use of such Assigned Space as aforementioned; provided, however, an Owner may re-assign his or her Assigned Space to another Owner of a Home within the Property by written instrument delivered to (and to be held by) the Association, so long as each Home shall always have at least one (1) Assigned Space assigned to his or her Home. In the event any Parking Spaces have not been assigned to the use of any particular Home after Declarant no longer holds

any Homes for sale in the ordinary course of business, such Parking Space may be assigned, used or leased on such terms and conditions as the Board may from time to time determine. No parking on the roadways and/or swales is permitted. Guest parking, if any, shall be on a first come-first served basis; provided, however, use of the guest parking spaces by Owners shall be prohibited and no vehicle may remain in a guest parking space for more than twenty-four (24) consecutive hours without prior written approval of the Association. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board.

No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property other than in designated parking spaces. The foregoing, however, shall not: (i) prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and short term visits; (ii) apply to a situation where a vehicle becomes disabled and, as a result of an emergency, is required to be parked within MCLAURY COVE until it can be towed away; and (iii) apply to vehicles used in connection with construction, development or sales activities permitted under this Declaration. Parking on streets that are owned and maintained by the applicable governing jurisdiction shall be subject to the local ordinances, regulations or guidelines in effect.

10.25 Powered Vehicles. All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on MCLAURY COVE property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in MCLAURY COVE may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statutes, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statutes, Section 427.802(1); and any special mobile equipment as defined under Florida Statutes, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

10.26 Vehicle Maintenance. No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four wheel passenger automobiles) upon any portion of the Property; provided, however, the foregoing shall not prohibit an Owner from making emergency repairs to their vehicle if said repair is completed in less than forty-eight (48) hours. In addition, notwithstanding the foregoing, Declarant its successors, nominees or assigns and the Association may make, or cause to be made, such repairs if necessary in regard to vehicles used in connection with construction, sales or management at MCLAURY COVE. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property. No Owner or his or her family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Association or Declarant.

10.27 Window Decor. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted, except for periods not exceeding two (2) weeks after an Owner or a lessee first moves into a Home or when permanent window treatments are being cleaned or repaired. Window tinting is permitted provided that the type and method of tinting is first approved by the ARB.

10.28 Hurricane Shutters. No hurricane shutters may be installed without the prior written consent of the ARB, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the ARB's consent, then the hurricane shutters will be made to conform by the ARB at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the MCLAURY COVE location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her Backyard Area, porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to this Declaration.

10.29 Flags. Except for flags expressly permitted by applicable law, any other flags are prohibited except as may be approved in writing by the ARB.

10.30 Water Supply. No Owner may install any well or individual water supply system on any portion of his or her Lot. The foregoing prohibition shall not restrict the Association, however, from installing a well, if needed, for irrigation purposes.

10.31 Sewage Disposal. No individual sewage disposal system shall be permitted on the Property.

10.32 Weapons. The use and discharge of weapons within MCLAURY COVE is prohibited. The term "weapons" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

10.33 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Propane tanks normally associated with outdoor barbecue grills are permitted above-ground. Further, propane tanks associated with heating pools or hot tubs may be permitted, provided, the location, size and type are first approved in writing by the ARB. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

10.34 Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an Owner, its immediate family members, lessees, guests or invitees on, over or from any portion of the Property, except for the purpose of an Owner or their authorized agent periodically inspecting the Owner's respective Lot or Home, or as otherwise

permitted by the Board from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable rules and regulations concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lots or within MCLAURY COVE. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot, Common Area, or any other portion of MCLAURY COVE. No person shall operate a drone or similar unmanned aircraft system in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including without limitation, to another Owner, its immediate family members, lessees, guests or invitees.

10.35 Board's Rule Making Power. The foregoing use restrictions shall not be deemed to be all inclusive nor restrict the right of the Association to adopt such reasonable rules and regulations governing the use of MCLAURY COVE as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful residents of MCLAURY COVE without discriminating on the basis of whether a Home is occupied by an Owner or his or her lessee; and (iii) for so long as Declarant holds any Homes within MCLAURY COVE for sale in the ordinary course of its business, have the prior written approval of Declarant. Declarant has the right to approve any rule or modification thereof.

10.36 Compliance with Documents. Each Owner and their family members, guests, and invitees shall be bound by and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within MCLAURY COVE. Such Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Property rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as an Individual Home Assessment.

10.37 No Implied Waiver. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Governing Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Association or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Governing Documents.

10.38 Declarant and Participating Builder Exemption. Declarant and/or Participating Builder(s) plan to undertake the work of constructing Homes and Improvements upon certain of the Lots within the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant and/or Participating Builder(s), and/or either of their affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Homes by Declarant, Declarant's affiliates, a Participating Builder and/or a Participating Builder's affiliates, are essential to the welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the Committee shall do anything whatsoever to interfere with any of Declarant, Declarant's affiliates, a Participating Builder and/or a Participating Builder's affiliates activities relating to the constructing of Homes

and Improvements upon Lots within the Property, the constructing of other buildings upon adjacent land or any other property being developed or marketed by the Declarant, Declarant's affiliates, a Participating Builder and/or a Participating Builder's affiliates, or the sale, rental and/or other transfer of Homes by Declarant, Declarant's affiliates, a Participating Builder and/or a Participating Builder's affiliates. In this respect, Declarant hereby reserve the right for itself and Participating Builders and their respective employees, contractors, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant and/or Participating Builder(s) to carry on its work and other activities including, without limitation, Declarant's and/or a Participating Builder's construction of Homes and Improvements within MCLAURY COVE.

In general, the restrictions and limitations set forth in this Section 10 shall not apply to Declarant or Participating Builders or to Lots owned by Declarant or Participating Builder(s). Declarant and Participating Builders shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's or a Participating Builder's plans for construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant and Participating Builders shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Section 10 in addition to whatever remedies at law to which it might be entitled.

11. DAMAGE OR DESTRUCTION TO COMMON AREA

Damage to or destruction of all or any portion of the Common Area (and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same) shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

11.1 Determination to Repair or Rebuild.

11.1.1 If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Common Area (and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same), then the Association shall cause such Common Area (and/or Common Structural Elements, as applicable) to be repaired and reconstructed substantially as it previously existed.

11.1.2 If insurance proceeds are insufficient to effect total restoration of the Common Area (and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same), and the cost of restoration would require a Special Assessment against each Lot in an amount of Five Thousand Dollars ($5,000.00) or less (such amount is based on the value of the dollar in the year this Declaration is recorded and shall be increased each year thereafter based upon increases in the Consumer Price Index), then the Association shall cause the Common Area (and/or Common Structural Elements, if and as applicable) to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment for the restoration of the Common Area (or for the restoration of

Common Structural Elements, if and as applicable), but in either case proportionately against each of the Lots in accordance with the provisions of Sections 6 and 7 herein.

11.1.3 If the insurance proceeds are insufficient to effect total restoration of the Common Area (and/or Common Structural Elements, if and as applicable) and the cost of restoration of the Common Area would require a Special Assessment against each Lot in an amount greater than Five Thousand Dollars ($5,000.00) (such amount is based on the value of the dollar in the year this Declaration is recorded and shall be increased each year thereafter based upon increases in the Consumer Price Index), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Common Area (and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same), shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

11.2 Owner Responsibility. Each Owner shall be liable to the Association for any damage to the Common Area (and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same), not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

11.3 Excess Funds. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessments.

12. INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses with respect to the Common Area and Association property (and with respect to Common Structural Elements such premiums shall be levied as a Benefited Assessment only

against said Homes, in the event the Board elects to have the Association insure same as provided in this Declaration):

12.1 Casualty Insurance. Property and casualty insurance (including as applicable, windstorm coverage) in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Common Area, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Common Area in developments similar to MCLAURY COVE in construction, location and use.

Unless the Board elects to obtain such casualty insurance, the Owner of each Home shall maintain a policy or policies to insure his or her Home from all physical damage and liability losses with such policy naming the Association as an additional insured. Unless the Boards has elected to make the Association responsible for the repair and rebuilding of the Common Structural Elements, if a Home is damaged by a casualty, the affected Owner shall promptly have his or her Home repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Home. The Board may in its sole discretion establish periodically the minimum physical damage and liability insurance coverage and endorsements to be maintained by each Owner. Each Owner shall provide a certificate of insurance coverage to the Association, if requested by the Association, to evidence compliance with the minimum physical damage and liability coverage and endorsements set by the Board. Notwithstanding the foregoing, the Board, in its sole discretion, shall have the power and the authority to require the Association, rather than the Owners, to acquire casualty insurance for the Common Structural Elements and the drywalls within said Homes in which case the insurance provisions with respect to Common Area would apply and all insurance proceeds for the repair and rebuilding thereof shall be paid to the Association.

12.2 Fidelity Coverage. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

12.3 Directors' Coverage. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

12.4 Other Insurance. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Property and any improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

12.5 Cancellation or Modification. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

12.6 Flood Insurance. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Common Area, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

12.7 Condemnation. In the event the Association receives any award or payment arising from the taking of any Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests of the Association, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

12.8 Public Liability Coverage. A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot within the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Common Area and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars ($1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars ($3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars ($50,000.00) property damage per occurrence with no separate limits stated for the number of claims, or in other amounts as Board may approve. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

12.9 Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

13. GENERAL PROVISIONS

13.1 Conflict With Other Governing Documents.

In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control.

13.2 Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at c/o Forestar (USA) Real Estate Group Inc., 14785 Old St. Augustine Road, Suite 300, Jacksonville, FL 32258, Attention: Association President, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at Forestar (USA) Real Estate Group Inc., 14785 Old St. Augustine Road, Suite 300, Jacksonville, FL 32258, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

13.3 Enforcement

The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees. Further, the Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

13.4 Interpretation

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of recreational facilities and Common Area. Section, subsection, paragraph, captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

13.5 Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

13.6 Certain Rights of Declarant and Participating Builder

Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant and/or a Participating Builder shall be subject to the approval of the Association, the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to maintain a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself and Participating Builder(s), and Declarant and Participating Builder(s) and their nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside MCLAURY COVE, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Common Area and show Homes, and Declarant further reserves the right to make repairs to the Common Area and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, and Participating Builder(s), as applicable, may exercise the foregoing rights without notifying the Association or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Common Area and shall remain the property of Declarant or a Participating Builder, as applicable. In addition, the Declarant hereby has, shall have and hereby reserves the right for itself and Participating Builders to enter upon the Common Area, if any, in order for Declarant or Participating Builders to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the construction upon Lots within MCLAURY COVE and all Improvements therein, and for Declarant or Participating Builders to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant or Participating Builders if applicable, to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant or Participating Builders, if applicable, shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements without compensation to the Association or the Owners. This Section 13.6

may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant and Participating Builders. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant and Participating Builders in the Governing Documents may be assigned in writing by Declarant and Participating Builders in whole or in part, however any assignment by a Participating Builder shall only be to another Participating Builder. For the purposes of this Section 13.6, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section 13.6, are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Governing Documents.

Declarant, Participating Builders and each of their successors, assigns, employees, contractors, sub-contractors and potential purchasers shall have access to MCLAURY COVE property at all times and the Association shall not impede any such access. Any gate system installed shall remain open during construction and sales hours to allow Declarant, Participating Builders and each of their successors, assigns, employees, contractors, sub contractors and potential purchasers access to MCLAURY COVE property.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Property in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or inspections, it shall pay all costs thereof and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 13.6. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right(s), it is acknowledged by the Association and all Owners that Declarant is performing any such inspection(s) for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF MCLAURY COVE ARE HEREBY PLACED ON NOTICE THAT DECLARANT OR PARTICIPATING BUILDERS AND/OR THEIR RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO MCLAURY COVE. BY THE ACCEPTANCE OF THEIR DEED OR TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF MCLAURY COVE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER

SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO MCLAURY COVE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) DECLARANT, PARTICIPATING BUILDERS AND THEIR RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS WHATSOEVER ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (IV) ANY PURCHASE OR USE OF ANY PORTION OF MCLAURY COVE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (V) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT OR PARTICIPATING BUILDERS TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF MCLAURY COVE.

13.7 Disputes as to Use

In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

13.8 Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

13.8.1 Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of MCLAURY COVE; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Notwithstanding anything in this paragraph to the contrary, no amendment shall be made by Declarant which impairs the rights and privileges of a Participating Builder(s) or adversely affects a Participating Builder(s) without the prior written consent of the Participating Builder(s).

13.8.2 After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning two-thirds (2/3) of all Lots; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning two-thirds (2/3) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

13.8.3 Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

13.8.4 Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, Participating Builders, the Association or of any Institutional Mortgagee under the Governing Documents without the specific written approval of such party affected thereby. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 13.6 and any such amendment shall be deemed to impair and prejudice the rights of Declarant and/or Participating Builders.

13.8.5 A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant, Participating Builder(s) and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment to this Declaration which sets forth any amendment or modification to this Declaration.

13.8.6 Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendment(s) to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying said Institutional Mortgagee's development criteria or such other criteria as may be established by such Institutional Mortgagee's secondary mortgage market purchasers, including, without limitation, the FNMA and the FHLMC; provided, however, any such filed amendment(s) must be in accordance with any applicable rules, regulations and other requirements promulgated by HUD.

13.8.7 Any proposed amendment to this Declaration which would affect the Surface Water or Stormwater Management System (including environmental conservation areas, if any, and the water management portions of the Common Area), shall be submitted to the District for a determination of whether the proposed amendment necessitates a modification of the District Permit.

13.9 Delegation

The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

13.10 Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years

each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by the Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Common Area in the manner described herein. This provision shall survive the termination of this Declaration and shall run with the Property in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

13.11 Rights of Mortgagees

13.11.1 Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Governing Documents and the books, records and financial statements of the Association to the Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees. To be entitled to receive notices under this Section0, the mortgagee (or mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Lot on which it has (or insures or guaranties) the mortgage.

13.11.2 Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(a) Any condemnation, loss or casualty loss which affects any material portion of the Property;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(d) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Governing Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

13.11.3 Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

13.12 Approval of Association Lawsuits by Owners

Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Governing Documents, for which the Owners will be responsible, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests of the Association (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which the Owners are obligated to pay pursuant to the Governing Documents;

(c) the enforcement of the use and occupancy restrictions contained in the Governing Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Property or to the Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners); or

(e) filing a compulsory counterclaim.

13.13 Compliance With Provisions

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

13.14 Security

The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. NOTWITHSTANDING THE FOREGOING, NEITHER DECLARANT, PARTICIPATING BUILDERS NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE, IF ANY. ALL OWNERS AGREE TO

HOLD DECLARANT, PARTICIPATING BUILDERS AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, PARTICIPATING BUILDER(S) NOR ANY SUCCESSOR OF DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, DECLARANT, PARTICIPATING BUILDER(S) NOR ANY SUCCESSOR TO DECLARANT OR A PARTICIPATING BUILDERS GUARANTEES OR WARRANTS, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM OR SECURITY SERVICE, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES, DAMAGE, INJURY, DEATH OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. NEITHER THE ASSOCIATION, DECLARANT, PARTICIPATING BUILDERS NOR ANY SUCCESSOR TO DECLARANT OR PARTICIPATING BUILDERS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, PARTICIPATING BUILDERS AND ANY SUCCESSOR TO DECLARANT OR A PARTICIPATING BUILDERS DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, RECOMMENDED BY, OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY, DECLARANT, PARTICIPATING BUILDERS OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, PARTICIPATING BUILDERS AND ANY SUCCESSOR TO DECLARANT OR A PARTICIPATING BUILDER ARE NOT INSURERS OR GUARANTORS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, PARTICIPATING BUILDERS AND ANY SUCCESSOR TO DECLARANT OR A PARTICIPATING BUILDER HAVE MADE NO REPRESENTATIONS, WARRANTIES AND/OR GUARANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

13.15 Covenant Running With The Land

All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, lessees, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot and Completed Home, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

13.16 No Public Right or Dedication

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Common Area to the public, or for any public use.

13.17 No Representations or Warranties

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

13.18 Association and Declarant as Attorney-In-Fact

Each Owner, by reason of having acquired ownership of a Lot and Completed Home, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to MCLAURY COVE by Declarant (hereinafter, collectively, the "Modifications") and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written

consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of a Lot and Completed Home, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of MCLAURY COVE, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 13 shall not apply to Owners that are Participating Builder(s). The provisions of this Section 13 may not be amended without Declarant's prior written consent.

13.19 Declarant's Reservation of Rights.

Notwithstanding anything contained in the Governing Documents to the contrary, Declarant reserves the right to change the zoning of any portion of the Property now existing or hereafter changed to be other than single-family residential (e.g., multi-family residential or commercial) and/or to make such uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time. Declarant, however, is not obligated by this Declaration to cause any portion of the Property to be rezoned or developed for any such uses. In the event Declarant changes the zoning of the Property, Declarant hereby reserves the right to amend this Declaration or to create one or more sub-declarations subjecting such property(ies) to additional or different specified or prohibited uses.

Additionally, in the event Declarant changes the zoning of the Property or any portion thereof to a use other than single-family residential and amends this Declaration or creates a sub-declaration, in order to insure representation on the Board for various groups having dissimilar interests, Declarant reserves the right to establish voting groups for election of Directors to the Board. In such event, each voting group shall be entitled to elect one (1) or more Director(s) to the Board. Each voting group may have different voting rights as determined by Declarant.

In the event Declarant establishes other uses of or for the Property as aforesaid, Declarant reserves the right to change the method pursuant to which Assessments are shared among the Lots and other portions of the Property. The expenses may be divided among each type of property use (e.g., single-family residential, multi-family residential and commercial) based upon, but not necessarily proportional to, the percentage of each type of property use, the level of services received by each type of property use and other relevant factors as determined by Declarant. Additionally, expenses which specifically relate to a specific property use will only be assessed against that type of property. The percentages for each type of property will be based upon the total acreage of the Property.

The portion of the anticipated Operating Expenses which are assessed against the single-family residential property shall be divided equally among the contributing Lots or units by dividing such portion of the Operating Expenses which are being assessed to the single-family residential property by the total number of contributing Lots or units.

The portion of the anticipated Operating Expenses which are assessed against the multi-family residential property shall be divided equally among the contributing multi-family

units by dividing such portion of the Operating Expenses which are being assessed to the multi-family residential property by the total number of contributing units.

The portion of the anticipated Operating Expenses which are assessed against the commercial property shall be divided among the owners of the commercial property based upon a fractional formula, the numerator of which is the total square feet of buildings and paved areas of each commercial parcel and the denominator of which is the total square feet of all buildings and paved areas.

13.20 Sales Interference.

Each Owner, by acceptance of a deed or other conveyance of a Home, hereby acknowledges and agrees that such Owner shall not interfere in any manner whatsoever in the sales process by Declarant or Participating Builders and/or any of their affiliates, including the carrying of signs or other types of demonstrations in MCLAURY COVE or any public right-of-way adjacent to the Property. Each Owner acknowledges that any such activities interfere with the quiet enjoyment of MCLAURY COVE by the other Owners, are detrimental to the value of the Homes within MCLAURY COVE, and interfere with Declarant's or Participating Builders' ability to conduct its business.

13.21 Animal, Reptile and Wildlife Hazards.

Florida's natural areas, which include conservation areas, conservation easement property, preservation areas, lakes and wetlands, provide habitat for many wild animals and reptiles, including possible bears, poisonous snakes and alligators. Animals can be upset by human presence and unexpectedly become aggressive or harmed by efforts to avoid you. Always keep your distance and avoid interaction with all wildlife.

All Owners, and their family members, guests, invitees and lessees, should always follow the suggestions listed below to assist in human protection from a potentially unpleasant experience as well as the protection of our wildlife:

(a) Any wild animal can be dangerous. Always be cautious and observant.

(b) Do not feed the wildlife. Food meant for human consumption can harm an animal. Animals that get food from humans may become aggressive.

(c) Help keep wildlife "wild" by keeping your distance. Move away from animals without disturbing them and do not block an animal's path.

(d) Photograph and observe wildlife from a safe distance, by using binoculars, spotting scopes or telephoto lenses.

(e) If an animal or reptile approaches you, move away and maintain a safe distance.

(f) Do not walk pets within or near any natural area, or near any bodies of water.

(g) Keep young children at a safe distance from natural areas and bodies of water.

BY ACCEPTANCE OF A DEED TO THEIR LOT EACH OWNER ACKNOWLEDGES THAT MCLAURY COVE, AND AREAS IN THE VICINITY OF MCLAURY COVE, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, VENOMOUS AND NON-VENOMOUS SNAKES AND OTHER REPTILES, ALLIGATORS, AND OTHER ANIMALS, SOME OF WHICH MAY POSE HAZARDS TO PERSONS OR PETS COMING IN CONTACT WITH THEM. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

13.22 Title Documents

Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records of the County (collectively, the "Title Documents"). Declarant's plan of development for MCLAURY COVE may necessitate from to time the further amendment, modification and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, Declarant by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, on or before the Community Completion Date, the Association shall assume all of the obligation of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Declaration recorded by Declarant in the Public Records of the County, from time to time, and in the sole and absolute discretion of Declarant.

13.23 No Vested Rights

Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records of the County or except as expressly set forth herein.

13.24 Access Control System

Declarant may install a controlled access facility at one or more access points to MCLAURY COVE. The Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for MCLAURY COVE. If provided, all costs associated with any Access Control System will be part of the Operating Expenses. Declarant hereby reserves for itself, and its contractors and suppliers, their respective agents and employees, and any prospective purchasers of Homes or Lots from Declarant, an easement for free and unimpeded access through any such Access Control System, subject only to such controls and restrictions as are agreed to in writing by Declarant. If the Association attempts to restrict or control access into MCLAURY COVE through means not approved by the Declarant, the Declarant may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the Declarant, and the Declarant shall have no liability in this regard.

THE ASSOCIATION, DECLARANT AND PARTICIPATING BUILDER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE ASSOCIATION, DECLARANT, PARTICIPATING BUILDER AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE ASSOCIATION, DECLARANT AND PARTICIPATING BUILDER WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

13.25 Monitoring System

The Association shall have the right, but not the obligation, to contract for the provision of services through a Monitoring System. If provided, all costs associated with any Monitoring System will be part of the Operating Expenses. It is extremely difficult and impractical to determine the actual damages, if any, that may proximately result from a failure on the part of Monitoring System service provider to perform any of its obligations with respect to any such Monitoring System and, therefore every Owner agrees Declarant, Participating Builder and Association assume no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of any community service or failure to respond to an alarm because of (i) any failure of the Monitoring System, (ii) any defective or damaged equipment, device, line or circuit of the

Monitoring System, (iii) negligence, active or otherwise, of the Monitoring System service provider or its officers, agents or employees, or (iv) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the Monitoring System service provider. Every Owner further agrees for himself, his grantees, Lessees, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the Monitoring System, or from negligence, active or otherwise, of Monitoring System service provider or its officers, agents, or employees, the liability, if any, of the Declarant, Participating Builder or Association for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 ($250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise or non-performance by an officer, agent or employee of Declarant, Participating Builder or Association. Further, in no event will the Declarant, Participating Builder or Association be liable for consequential damages, wrongful death, or personal injury.

THE DECLARANT, PARTICIPATING BUILDER AND ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIED, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM, OR THAT ANY MONITORING OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF A HOME ACKNOWLEDGES THAT NEITHER DECLARANT, PARTICIPATING BUILDER NOR ASSOCIATION IS AN INSURER OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, this Declaration has been signed by Declarant and joined in by the Association on the respective dates set forth below.

WITNESSES AS TO DECLARANT:

DECLARANT:

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

_____
Signature
Print Name_____

By:_____
Printed Name:_____
Its:_____

_____
Signature
Print Name_____

STATE OF FLORIDA)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____ _____, as _____ of **FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation**, freely and voluntarily under authority duly vested in him by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20__.

_____
Notary Public, State of Florida at Large

My Commission Expires:

_____
Typed, Printed or Stamped Name of Notary Public

WITNESSES AS TO ASSOCIATION:

ASSOCIATION:

MCLAURY COVE TOWNHOME OWNERS ASSOCIATION, INC., a Florida corporation not for profit

By:_____
Printed Name:_____
Its:_____

_____
Signature
Print Name_____

_____
Signature
Print Name_____

STATE OF FLORIDA)
) SS
COUNTY OF_____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization by _____ _____, as President of **MCLAURY COVE TOWNHOME OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, freely and voluntarily under authority duly vested in him by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this day of ___ _____, 20__.

_____
Notary Public, State of Florida at Large

My Commission Expires:

_____
Typed, Printed or Stamped Name of Notary Public

EXHIBIT "A"
Legal Description of Property

EXHIBIT "B"

Articles of Incorporation of
MCLAURY COVE Townhome Owners Association, Inc.

EXHIBIT "C"

Bylaws of

MCLAURY COVE Townhome Owners Association, Inc.

EXHIBIT "D"
Water Management District Permit

CERTIFICATE REGARDING RECEIPT FOR PAID REAL ESTATE TAXES

This is to certify that all real estate taxes due and owing on the "Property" as described in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for MCLAURY COVE ("Declaration") have been paid as of the date of recordation of the Declaration.

Signed in the presence of:

Forestar (USA) Real Estate Group Inc., a Delaware corporation

_____
Name: _____

By:_____
Name:_____
Title:_____

_____
Name:_____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of **Forestar (USA) Real Estate Group Inc., a Delaware corporation**, freely and voluntarily under authority duly vested in him by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

_____
Notary Public, State of Florida at Large

My Commission Expires:

_____
Typed, Printed or Stamped Name of Notary Public

CONSENT OF MORTGAGEE

This Consent of Mortgagee ("Consent") is given as of the _____ day of _____, 20__, on behalf of [BUILDER], a [State] corporation ("Mortgagee"), being the owner and holder of that certain Mortgage and Security Agreement, dated _____ and recorded in Official Records Book _____, Page _____ of the Public Records of the County (as same may be amended or modified from time to time, and including any and all other documents securing the indebtedness referenced in the mortgage, the "Mortgage") securing the Property described in the foregoing Declaration.

WHEREAS, Mortgagee has been requested to consent to the recording of the foregoing Declaration.

NOW, THEREFORE, Mortgagee hereby consents to the foregoing Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the foregoing Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation and does not assume and shall not be responsible for any of the obligations or liabilities contained in the foregoing Declaration or other documents used in connection therewith. None of the representations contained in the foregoing Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage in connection with the Property or in the Declaration.

Made as of the day and year first above written.

Witnessed by:

_____
Name:_____

_____
Name:_____

[**BUILDER**], a [State] corporation

By:_____
Name:_____
Title:_____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____ the _____ of [BUILDER], a [State] corporation, who ☐ is personally known to me or ☐ has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this day of _____, 20__.

_____
Name:_____
My Commission Expires: Notary Public, State of_____
Commission No._____

MCLAURY COVE TOWNHOMES PHASE 1

BEING A PORTION OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST,
CITY OF PALATKA, PUTNAM COUNTY, FLORIDA.

PLAT BOOK PAGE

LEGAL DESCRIPTION

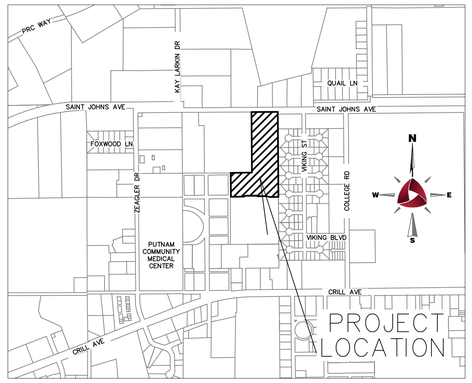
THE LAND REFERRED TO HEREIN BELOW BEING A PORTION OF GOVERNMENT SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTHERLY RIGHT–OF–WAY LINE OF ST. JOHNS AVENUE (A 66 FOOT RIGHT–OF–WAY); THENCE, S 00°27'55" E, 845.31 FEET ALONG THE WESTERLY BOUNDARY LINE OF WEBB'S VIKING MANOR, MAP BOOK 5, PAGE 78, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA; THENCE, CONTINUING ALONG SAID WESTERLY BOUNDARY LINE, S 00°26'59" E, 312.11 FEET; THENCE, S 89°19'03" W, 112.74 FEET; THENCE, N 78°50'48" W, 61.30 FEET; THENCE, S 89°19'03" W, 117.65 FEET; TO A POINT OF CURVATURE CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 48°11'16" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 66°37'50" W, 24.49 FEET; THENCE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 25.23 FEET; THENCE, S 89°16'32" W, 141.05 FEET TO A POINT OF CURVATURE CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 54°09'43" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 62°11'41" W, 27.31 FEET; THENCE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 28.36 FEET; THENCE, S 89°19'02" W, 185.58 FEET TO A POINT ON THE EASTERLY RIGHT–OF–WAY OF MCLAURY DRIVE (A 50 FOOT RIGHT–OF–WAY); THENCE, N 00°30'18" W, 302.31 FEET; THENCE, N 89°18'02" E, 314.08 FEET; THENCE, N 00°27'48" W, 844.37 FEET, RETURNING TO SAID SOUTHERLY RIGHT–OF–WAY OF SAINT JOHNS AVENUE; THENCE, N 89°12'45" E, 349.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 11.37 ACRES MORE OR LESS.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF MCLAURY DRIVE AS N 00°32'26" W (ASSUMED), PER BOUNDARY PERFORMED BY STEPHEN SPEAKS "PSM CERTIFICATION NO. 6543" ON 8–2–2025 MONUMENTATION SHOWN HEREON WAS RECOVERED BY ALLIANT UNLESS OTHERWISE NOTED.
2. LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE "X" AS DEPICTED ON THE FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY NUMBER PANEL NO. 12107C0190C AND 12107C0293C, EFFECTIVE DATE 2/2/2012.
3. DO NOT USE THIS PLAT FOR FLOOD ZONE DETERMINATIONS. FLOOD INSURANCE RATE MAP INFORMATION IS SUBJECT TO CHANGE, USE THE CURRENT APPROVED F.I.R.M. FOR COMMUNITY PANEL NUMBER AND FLOOD ZONE DETERMINATIONS.
4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.
6. ALL EASEMENTS AS SHOWN ON THIS PLAT SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS; PROVIDED HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO ASSIGN THE OBLIGATION FOR MAINTENANCE OF SAID EASEMENTS TO A PROPERTY OWNERS ASSOCIATION OR OTHER SUCH ENTITY OR PERSON AS WILL ASSUME ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THE PLAT.
7. ALL LINES ARE CONSIDERED RADIAL UNLESS OTHERWISE NOTED.
8. SECTION LINES AND QUARTER SECTION LINES, IF SHOWN HEREON, ARE GRAPHIC REPRESENTATIONS ONLY AND DO NOT REFLECT FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE IN U.S. FEET AND DECIMAL PARTS THEREOF.
10. PURSUANT TO THE PROVISIONS OF SECTION 177.091(28), FLORIDA STATUTES, ALL PLATTED EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITY AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE AND UNDISTURBED EXCEPT FOR THE REMOVAL OF INVASIVE VEGETATION, INSTALLATION OF ESSENTIAL UTILITIES AND PERMITTED TRAIL CROSSINGS.
12. BOUNDARY SHOWN HEREON WAS PERFORMED BY STEPHEN SPEAKS "PSM CERTIFICATION NO. 6543" ON 8–2–2025 MONUMENTATION SHOWN HEREON WAS RECOVERED BY ALLIANT UNLESS OTHERWISE NOTED.
13. TOTAL NUMBER OF LOTS & TRACTS: 100 LOTS, 6 TRACTS.
14. TOTAL ACREAGE: 11.37 ACRES +/–



VICINITY MAP
SCALE: 1"=1000'

OWNERS DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS, THAT FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION, HAVE CAUSED SAID LANDS TO BE SURVEYED, LAID OUT AND PLATTED, AND TO BE KNOWN AS MCLAURY COVE TOWNHOMES PHASE 1, AND DO HEREBY DEDICATE SAID LAND AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED. NO PART OF SAID LANDS IS DEDICATED TO THE PUBLIC EXCEPT AS NOTED.

ALL RIGHTS–OF–WAY AS SHOWN HEREON ARE HEREBY DEDICATED TO THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

TRACTS "A" AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, AS STORMWATER MANAGEMENT/DRAINAGE PURPOSES (SWMF), AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO CITY OF PALATKA, FLORIDA. THE CITY OF PALATKA, FLORIDA SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY PORTION OF THE DRAINAGE SYSTEM ENCOMPASSED BY THIS PLAT WHICH IS ASSOCIATED WITH THE DRAINAGE OF PUBLIC STREETS, INCLUDING THE RIGHT TO UTILIZE FOR PROPER PURPOSES ANY AND ALL DRAINAGE, LAKE MAINTENANCE, AND LAKE MAINTENANCE ADVANCED ENVIRO–SEPTIC ASSOCIATED WITH SAID DRAINAGE SYSTEM.

TRACT "C" (RECREATION/OPEN SPACE), AS SHOWN HEREON, IS DEDICATED TO THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, FOR RECREATION/OPEN SPACE AND RELATED PURPOSES, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO CITY OF PALATKA, FLORIDA.

TRACTS "B," "E" AND "F" (OPEN SPACE), AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE PURPOSES, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO CITY OF PALATKA, FLORIDA.

TRACT "D" (LIFT STATION), AS SHOWN HEREON, IS HEREBY DEDICATED TO THE CITY OF PALATKA PUBLIC WORKS FOR INSTALLATION AND MAINTENANCE OF A SANITARY SEWER LIFT STATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF THE CITY OF PALATKA PUBLIC WORKS, IT'S SUCCESSORS AND ASSIGNS.

AN EASEMENT IS GRANTED OVER ALL COMMON AREAS SHOWN ON THE PLAT AS PRIVATE STREETS, FOR EMERGENCY ACCESS FOR FIRE AND POLICE PROTECTION AND ACCESS TO ALL GOVERNMENTAL AGENCIES FOR THE PURPOSE OF CONDUCTING OFFICIAL BUSINESS.

DRAINAGE EASEMENTS (SOME OF WHICH ARE DESIGNATED TO BE UNOBSTRUCTED), ADVANCED ENVIRO–SEPTIC AND UTILITY EASEMENTS (IN VARIOUS COMBINATIONS) SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALATKA, FLORIDA, WHICH HAS NO MAINTENANCE OBLIGATION OR OBLIGATION TO RESTORE FUNCTIONALITY WITHIN THE DRAINAGE EASEMENTS BUT HAS ACCESS RIGHTS.

ALL PRIVATE ROADS ARE FOR THE USE OF THE OWNERS OF THE LOTS, THEIR SUCCESSORS AND ASSIGNS, THEIR GUESTS, AND FOR ACCESS BY MUNICIPAL SERVICES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

ALL PRIVATE RIGHT–OF–WAYS ARE FOR USE AS UTILITY EASEMENTS AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

A UTILITY AND ACCESS EASEMENT IS DEDICATED TO THE CITY OF PALATKA, FLORIDA OVER ALL PRIVATE RIGHTS–OF–WAY.

IN WITNESS WHEREOF, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, BY AND THROUGH ITS AUTHORIZED REPRESENTATIVE, HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS CAPACITY AND WITH ITS AUTHORITY, AS AUTHORIZED REPRESENTATIVE OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, AS ESTABLISHED BY WRITTEN ACTION OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THIS ____ DAY OF _____, 2025.

OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

BY: _____
SARAH WICKER
VICE PRESIDENT

_____ WITNESS

_____ PRINTED NAME

_____ WITNESS

_____ PRINTED NAME

STATE OF FLORIDA, COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ____ (PHYSICAL PRESENCE) OR _____ (ONLINE NOTARIZATION) THIS, _____ DAY OF _____, 2025, BY _____ ON BEHALF OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, BEING KNOWN TO ME AND DID NOT TAKE AN OATH.

_____ NOTARY PUBLIC, STATE OF FLORIDA

PERSONALLY KNOWN ____ OR PRODUCED IDENTIFICATION _____

TYPE OF IDENTIFICATION PRODUCED _____

_____ PRINT NAME

COMMISSION NO.:_____

COMMISSION EXPIRES:_____

CERTIFICATE OF THE CLERK OF THE CIRCUIT COURT:

I HEREBY CERTIFY THAT THE FOREGOING PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2025, IN MAP BOOK _____, PAGE(S) _____.

BY: _____ PRINT:_____
CLERK OF THE CIRCUIT COURT

CERTIFICATE OF APPROVAL BY THE PALATKA CITY COMMISSIONERS::

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2025 THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COMMISSIONERS OF PALATKA, FLORIDA. THIS APPROVAL SHALL NOT BE DEEMED AS REQUIRING PALATKA, FLORIDA TO PROVIDE FOR CONSTRUCTION OR MAINTENANCE OF ANY PART OF SAID SUBDIVISION.

BY: _____ PRINT:_____
MAYOR, CITY OF PALATKA

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE ABOVE PLAT WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, AND THE PLAT COMPLIES WITH ALL OF THE REQUIREMENTS OF PART 1, CHAPTER 177, OF THE FLORIDA STATUTES.

SIGNED AND SEALED _____ DAY OF _____ A.D. 2025.

_____
CLAYTON A. WALLEY
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTERED SURVEYOR NO. LS 7209

CITY OF PALATKA SURVEYORS CERTIFICATE OF REVIEW:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING FOR THE CITY OF PALATKA, FLORIDA.

SIGNED THIS _____ DAY OF _____, 2025.

_____
ELLERY P. MORRIS
FLORIDA CERTIFICATE NUMBER #4004
6845 S.E. 221ST STREET
HAWTHORNE, FLORIDA 32640

PALATKA PLANNING BOARD APPROVAL:

THIS CERTIFIED THAT THIS PLAT WAS PRESENTED TO PLANNING COMMISSION OF PALATKA, FLORIDA AND IS APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, 2025.

BY: _____ PRINT:_____
PLANNING COMMISSION CHAIRMAN

ALLIANT
10475 Fortune Pkwy, Suite 101
Jacksonville, FL 32256
904.240.1351 MAIN
www.alliant-inc.com
LB 8289

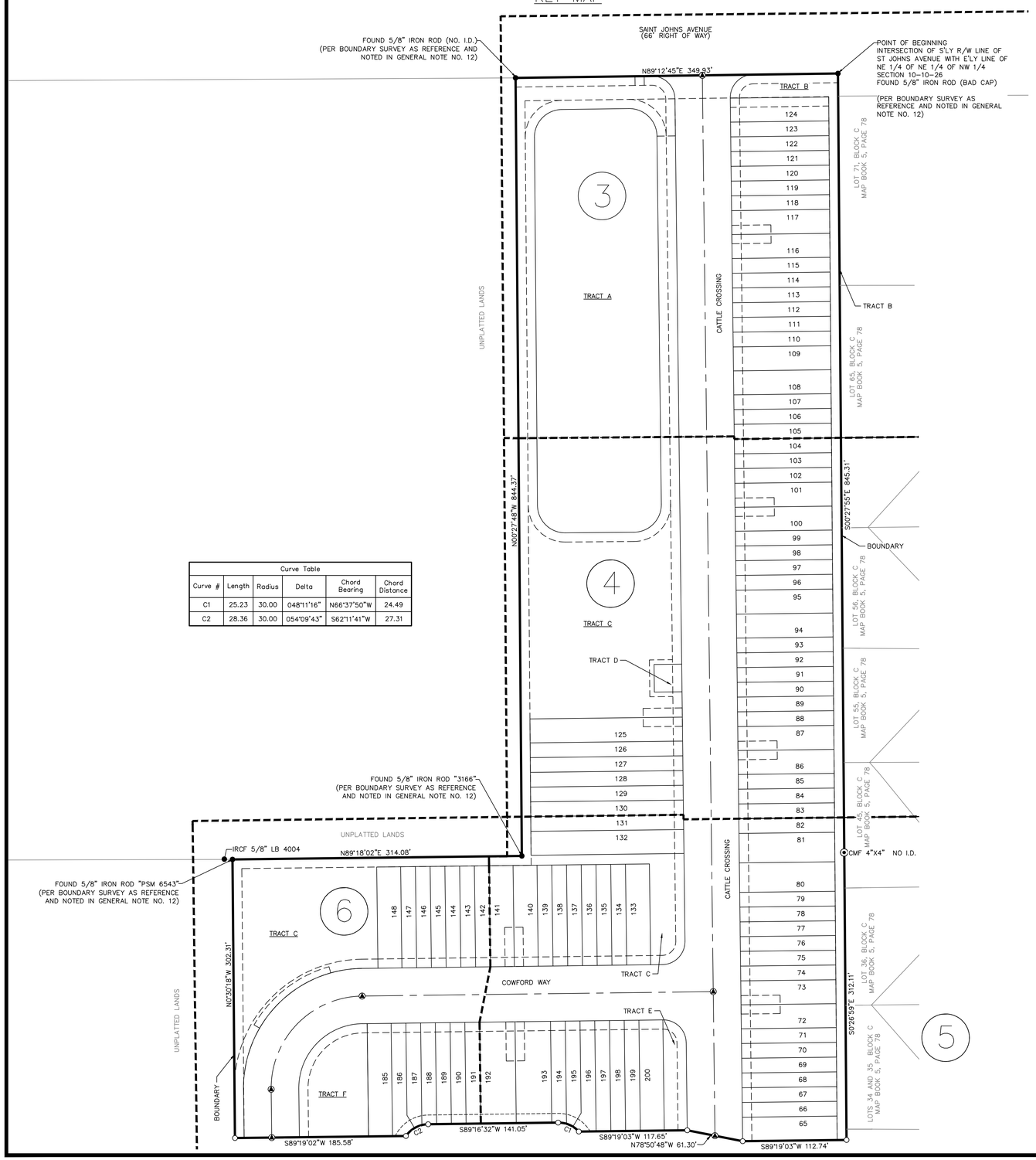
Drawing name: V:\Projects\4000470-00\LAND DEVELOPMENT\PLAT\PHASE 1\McLaury Cove Plat– PHASE 1.dwg May 01, 2025 – 1:23pm

MCLAURY COVE TOWNHOMES PHASE 1

BEING A PORTION OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST,
CITY OF PALATKA, PUTNAM COUNTY, FLORIDA.

PLAT BOOK PAGE

KEY MAP



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	25.23	30.00	048°11'16"	N66°37'50"W	24.49
C2	28.36	30.00	054°09'43"	S62°11'41"W	27.31

LEGEND

○	TO BE SET 4"X4" CONCRETE MONUMENT ALLIANT P.R.M. LB8289
●	FOUND P.R.M.
△	TO BE SET ALLIANT P.C.P. LB8289
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
D.E.	DRAINAGE EASEMENT
D.A.E.	DRAINAGE AND ACCESS EASEMENT
O.R.	OFFICIAL RECORDS
PG.	PAGE
IRCF	IRON ROD CAP FOUND
S.W.M.F.	STORM WATER MANAGEMENT FACILITY
CMF	CONCRETE MONUMENT FOUND
(NR)	NON-RADIAL
M.B.	MAP BOOK
(#)	SHEET REFERENCE NUMBER
--------	MATCHLINE
P.D.E.	POND DRAINAGE EASEMENT
P.D.A.E.	POND DRAINAGE AND ACCESS EASEMENT
D.U.E.	DRAINAGE AND UTILITY EASEMENT
U.E.	UTILITY EASEMENT
U.F.D.E.	UNOBSTRUCTED FIRE DEPARTMENT EASEMENT
SQ FT	SQUARE FEET
E.A.	EMERGENCY ACCESS
R	RADIUS
TLO	TIE LINE ONLY
RP	RADIUS POINT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
L.B.	LANDSCAPE BUFFER
C.E.C.	CLAY ELECTRIC COOPERATIVE
ESMT	EASEMENT

GRAPHIC SCALE

N W E S

0 30 60 120

SCALE IN FEET

"MAP IS INTENDED TO BE PRINTED ON 24X36" 1" = 60'

WETLANDS

UPLAND BUFFER

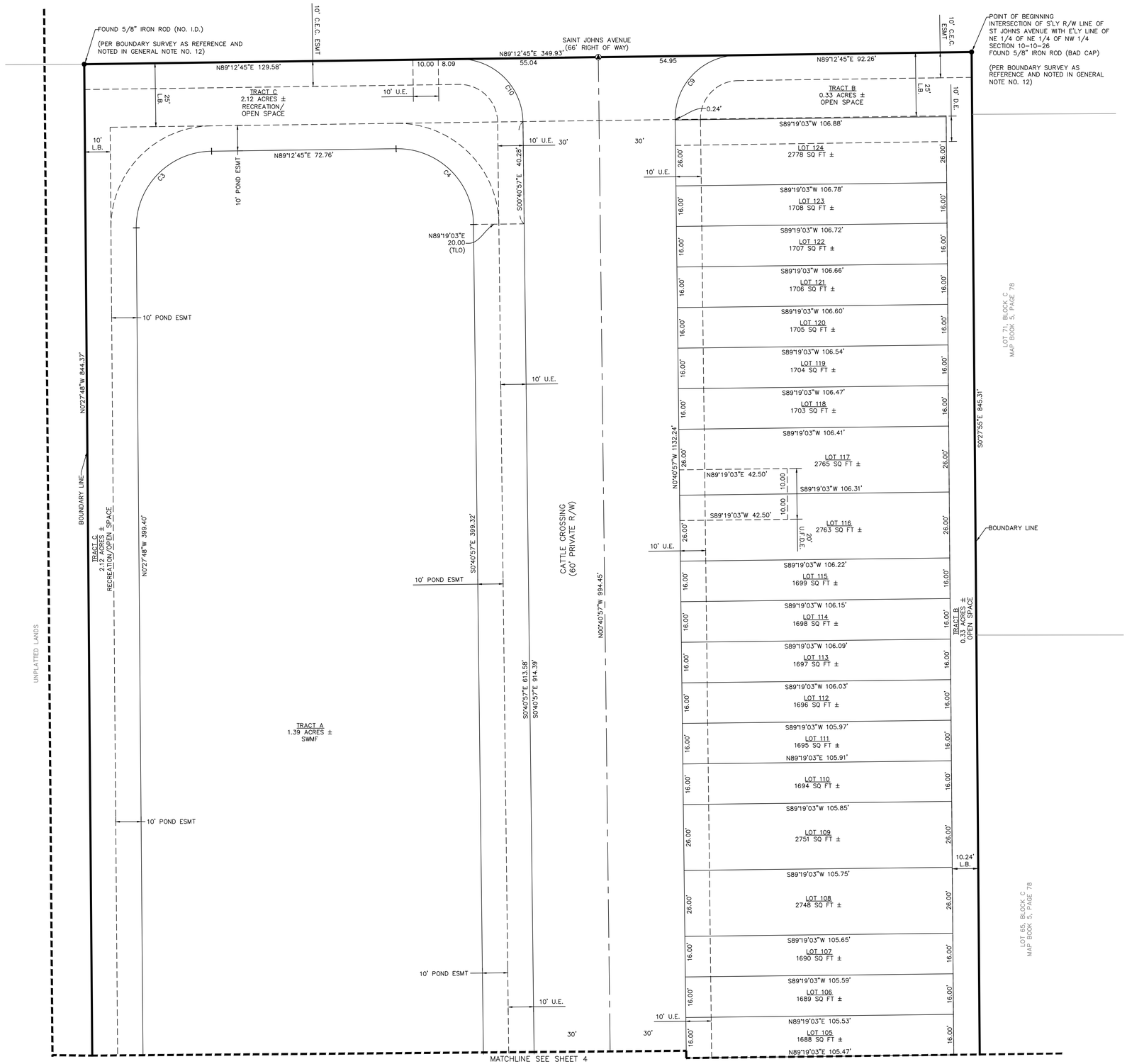
ALLIANT
10475 Fortune Pkwy, Suite 101
Jacksonville, FL 32256
904.240.1351 MAIN
www.alliant-inc.com
LB 8289

Drawing name: V:\Projects\400470-00\LAND DEVELOPMENT\PLAT\PHASE 1\Mclaury Cove Plat- PHASE 1.dwg May 01, 2025 - 1:23pm

MCLAURY COVE TOWNHOMES PHASE 1

BEING A PORTION OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST,
CITY OF PALATKA, PUTNAM COUNTY, FLORIDA.

PLAT BOOK PAGE



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C3	47.06	30.00	089°52'54"	N44°28'03"E	42.38
C4	47.52	30.00	090°44'59"	S45°36'30"E	42.70
C9	39.22	25.00	089°52'54"	S44°15'30"W	35.32
C10	39.32	25.00	090°07'10"	N45°44'28"W	35.39

LEGEND

○	TO BE SET 4"X4" CONCRETE MONUMENT ALLIANT P.R.M. LB8289
●	FOUND P.R.M.
△	TO BE SET ALLIANT P.C.P. LB8289
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
D.E.	DRAINAGE EASEMENT
D.A.E.	DRAINAGE AND ACCESS EASEMENT
O.R.	OFFICIAL RECORDS
PG.	PAGE
IRCF	IRON ROD CAP FOUND
S.W.M.F.	STORM WATER MANAGEMENT FACILITY
CMF	CONCRETE MONUMENT FOUND
(NR)	NON-RADIAL
M.B.	MAP BOOK
(#)	SHEET REFERENCE NUMBER
--------	MATCHLINE
P.D.E.	POND DRAINAGE EASEMENT
P.D.A.E.	POND DRAINAGE AND ACCESS EASEMENT
D.U.E.	DRAINAGE AND UTILITY EASEMENT
U.E.	UTILITY EASEMENT
U.F.D.E.	UNOBSTRUCTED FIRE DEPARTMENT EASEMENT
SQ FT	SQUARE FEET
E.A.	EMERGENCY ACCESS
R	RADIUS
TLO	TIE LINE ONLY
RP	RADIUS POINT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
L.B.	LANDSCAPE BUFFER
C.E.C.	CLAY ELECTRIC COOPERATIVE
ESMT	EASEMENT

WETLANDS

UPLAND BUFFER

GRAPHIC SCALE

N W E S

0 10 20 40

SCALE IN FEET

"MAP IS INTENDED TO BE PRINTED ON 24X36"
1" = 20'

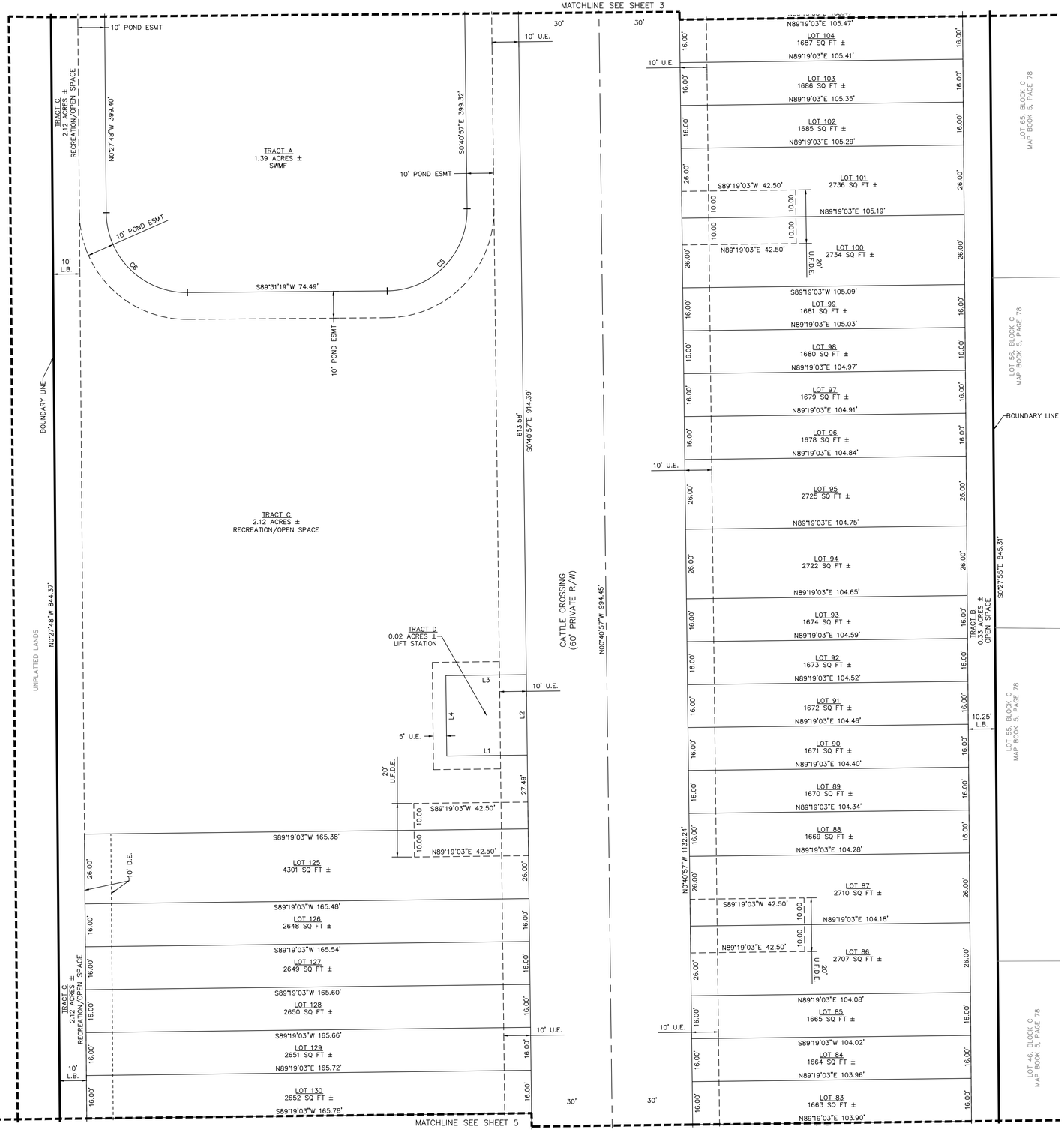
ALLIANT
10475 Fortune Pkwy, Suite 101
Jacksonville, FL 32256
904.240.1351 MAIN
www.alliant-inc.com
LB 8289

Drawing name: V:\Projects\4000470-00\LAND DEVELOPMENT\PLAT\PHASE 1\Mclaury Cove Plat- PHASE 1.dwg May 01, 2025 - 1:23pm

MCLAURY COVE TOWNHOMES PHASE 1

BEING A PORTION OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST,
CITY OF PALATKA, PUTNAM COUNTY, FLORIDA.

PLAT BOOK PAGE



Line Table		
Line #	Length	Direction
L1	30.00	S89°19'03"W
L2	30.00	S00°40'57"E
L3	30.00	N89°19'03"E
L4	30.00	N00°40'57"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C5	47.47	30.00	090°39'30"	S44°11'51"W	42.67
C6	47.13	30.00	090°00'34"	N45°28'41"W	42.43

LEGEND

○	TO BE SET 4"X4" CONCRETE MONUMENT ALLIANT P.R.M. LB8289
●	FOUND P.R.M.
△	TO BE SET ALLIANT P.C.P. LB8289
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
D.E.	DRAINAGE EASEMENT
D.A.E.	DRAINAGE AND ACCESS EASEMENT
O.R.	OFFICIAL RECORDS
PG.	PAGE
IRCF	IRON ROD CAP FOUND
S.W.M.F.	STORM WATER MANAGEMENT FACILITY
CMF	CONCRETE MONUMENT FOUND
(NR)	NON-RADIAL
M.B.	MAP BOOK
(#)	SHEET REFERENCE NUMBER
----------	MATCHLINE
P.D.E.	POND DRAINAGE EASEMENT
P.D.A.E.	POND DRAINAGE AND ACCESS EASEMENT
D.U.E.	DRAINAGE AND UTILITY EASEMENT
U.E.	UTILITY EASEMENT
U.F.D.E.	UNOBSTRUCTED FIRE DEPARTMENT EASEMENT
SQ FT	SQUARE FEET
E.A.	EMERGENCY ACCESS
R	RADIUS
TLO	TIE LINE ONLY
RP	RADIUS POINT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
L.B.	LANDSCAPE BUFFER
C.E.C.	CLAY ELECTRIC COOPERATIVE
ESMT	EASEMENT

WETLANDS

UPLAND BUFFER

GRAPHIC SCALE

N W E S

0 10 20 40

SCALE IN FEET

"MAP IS INTENDED TO BE PRINTED ON 24X36" 1" = 20'

ALLIANT
10475 Fortune Pkwy, Suite 101
Jacksonville, FL 32256
904.240.1351 MAIN
www.alliant-inc.com
LB 8289

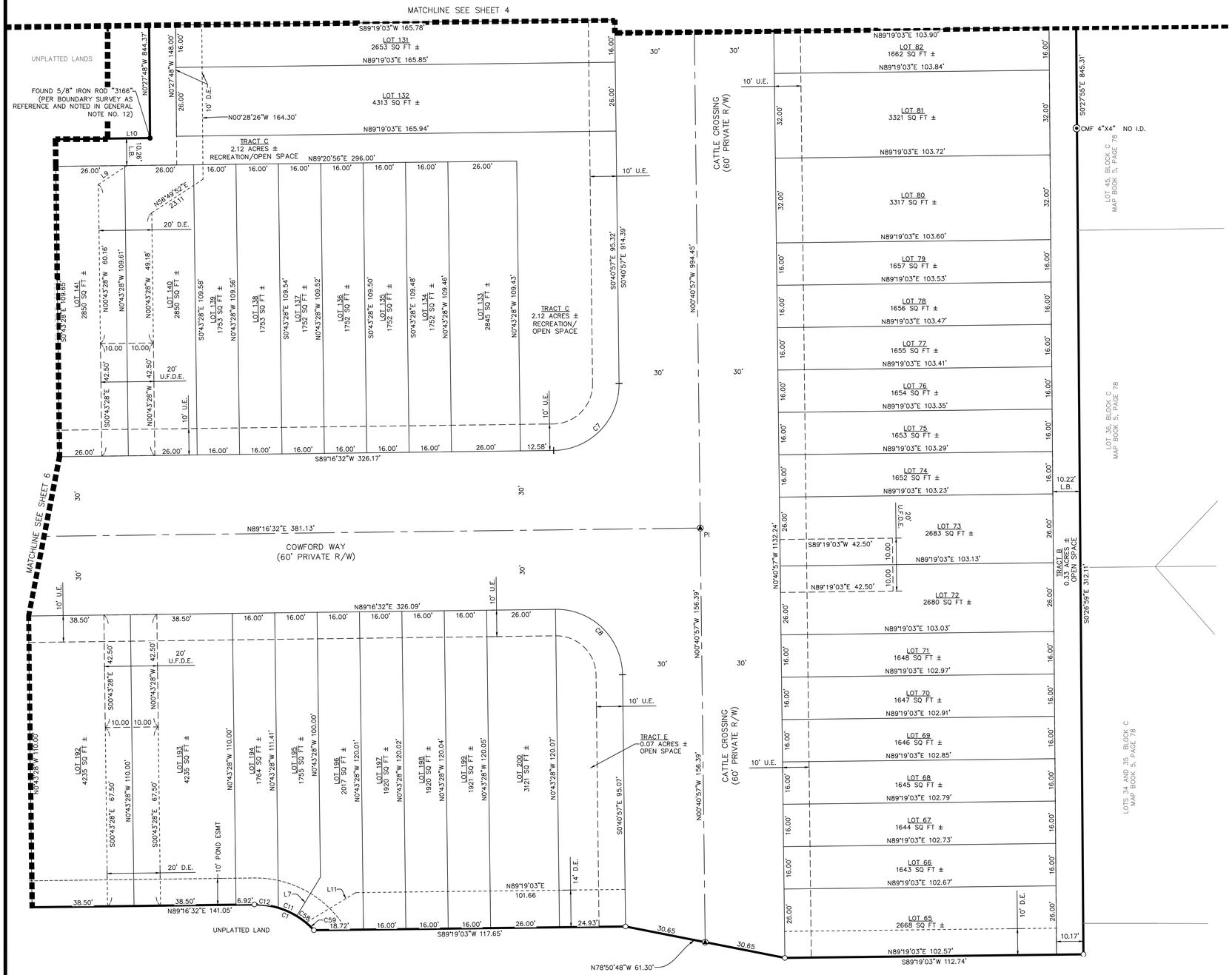
Drawing name: V:\Projects\400470-00\LAND DEVELOPMENT\PLAT\PHASE 1\Mclaury Cove Plat- PHASE 1.dwg May 01, 2025 - 1:23pm

MCLAURY COVE TOWNHOMES PHASE 1

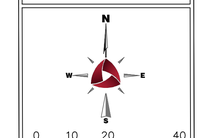
BEING A PORTION OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST,
CITY OF PALATKA, PUTNAM COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 5 OF 6



GRAPHIC SCALE



"MAP IS INTENDED TO BE PRINTED ON 24X36" 1" = 20'

LEGEND

○	TO BE SET 4"X4" CONCRETE MONUMENT ALLIANT P.R.M. LB8289
●	FOUND P.R.M.
△	TO BE SET ALLIANT P.C.P. LB8289
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
D.E.	DRAINAGE EASEMENT
D.A.E.	DRAINAGE AND ACCESS EASEMENT
O.R.	OFFICIAL RECORDS
PG.	PAGE
IRCF	IRON ROD CAP FOUND
S.W.M.F.	STORM WATER MANAGEMENT FACILITY
CMF	CONCRETE MONUMENT FOUND
(NR)	NON-RADIAL
M.B.	MAP BOOK
(#)	SHEET REFERENCE NUMBER
-------	MATCHLINE
P.D.E.	POND DRAINAGE EASEMENT
P.D.A.E.	POND DRAINAGE AND ACCESS EASEMENT
D.U.E.	DRAINAGE AND UTILITY EASEMENT
U.E.	UTILITY EASEMENT
U.F.D.E.	UNOBSTRUCTED FIRE DEPARTMENT EASEMENT
SQ FT	SQUARE FEET
E.A.	EMERGENCY ACCESS
R	RADIUS
TLO	TIE LINE ONLY
RP	RADIUS POINT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
L.B.	LANDSCAPE BUFFER
C.E.C.	CLAY ELECTRIC COOPERATIVE
ESMT	EASEMENT

WETLANDS

UPLAND BUFFER

Line Table		
Line #	Length	Direction
L7	17.21	S31°21'55"W
L9	12.96	N56°49'52"E
L10	314.08	N89°18'02"E
L11	21.98	S58°54'09"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	25.23	30.00	048°11'16"	N66°37'50"W	24.49
C7	39.25	25.00	089°57'30"	S44°17'48"W	35.34
C8	39.29	25.00	090°02'30"	S45°42'12"E	35.37
C11	7.58	30.00	014°28'05"	S65°52'08"E	7.56
C12	9.23	30.00	017°37'18"	S81°54'49"E	61.69
C58	4.30	30.00	008°13'08"	N54°31'31"W	4.30
C59	4.13	30.00	007°52'46"	N46°28'34"W	4.12

ALLIANT
10475 Fortune Pkwy, Suite 101
Jacksonville, FL 32256
904.240.1351 MAIN
www.alliant-inc.com
LB 8289

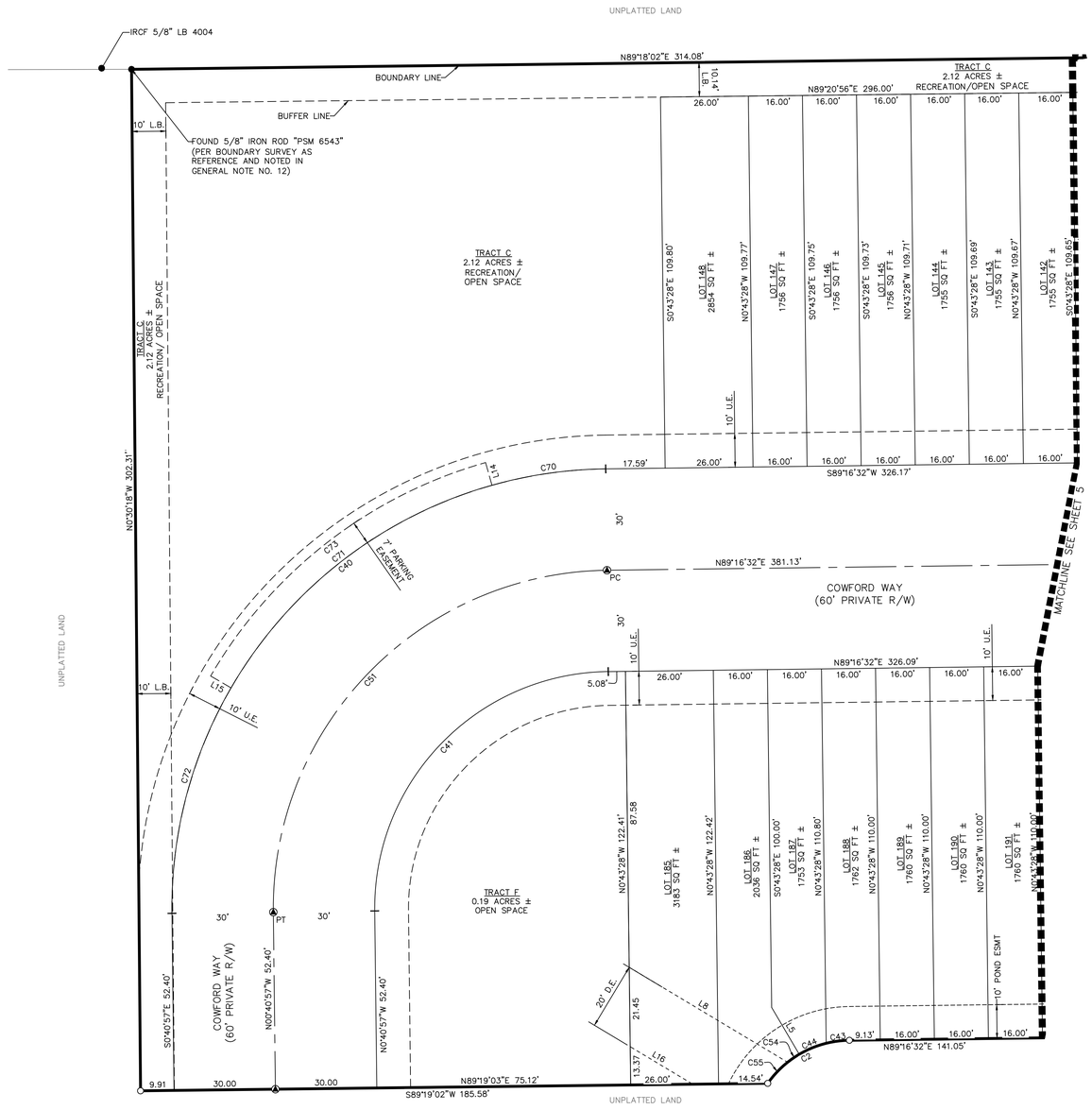
Drawing name: V:\Projects\4000470-00\LAND DEVELOPMENT\PLAT\PHASE 1\McLaury Cove Plat- PHASE 1.dwg May 01, 2025 - 1:23pm

MCLAURY COVE TOWNHOMES PHASE 1

BEING A PORTION OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST,
CITY OF PALATKA, PUTNAM COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 6 OF 6



LEGEND

○	TO BE SET 4"X4" CONCRETE MONUMENT ALLIANT P.R.M. LB8289
●	FOUND P.R.M.
△	TO BE SET ALLIANT P.C.P. LB8289
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
D.E.	DRAINAGE EASEMENT
D.A.E.	DRAINAGE AND ACCESS EASEMENT
O.R.	OFFICIAL RECORDS
PG.	PAGE
IRCF	IRON ROD CAP FOUND
S.W.M.F.	STORM WATER MANAGEMENT FACILITY
CMF	CONCRETE MONUMENT FOUND
(NR)	NON-RADIAL
M.B.	MAP BOOK
(#)	SHEET REFERENCE NUMBER
--------	MATCHLINE
P.D.E.	POND DRAINAGE EASEMENT
P.D.A.E.	POND DRAINAGE AND ACCESS EASEMENT
D.U.E.	DRAINAGE AND UTILITY EASEMENT
U.E.	UTILITY EASEMENT
U.F.D.E.	UNOBSTRUCTED FIRE DEPARTMENT EASEMENT
SQ FT	SQUARE FEET
E.A.	EMERGENCY ACCESS
R	RADIUS
TLO	TIE LINE ONLY
RP	RADIUS POINT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
L.B.	LANDSCAPE BUFFER
C.E.C.	CLAY ELECTRIC COOPERATIVE
ESMT	EASEMENT

WETLANDS

UPLAND BUFFER

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C2	28.36	30.00	054°09'43"	S62°11'41"W	27.31
C40	204.11	130.00	089°57'30"	S44°17'48"W	183.78
C41	109.90	70.00	089°57'30"	N44°17'48"E	98.96
C43	6.93	30.00	013°13'43"	N82°39'41"E	61.39
C44	8.65	30.00	016°31'30"	N67°47'05"E	8.62
C51	157.01	100.00	089°57'30"	S44°17'48"W	141.37
C54	4.17	30.00	007°58'06"	S55°32'17"W	4.17
C55	8.61	30.00	016°26'25"	S43°20'01"W	8.58
C70	34.10	130.00	015°01'40"	S81°45'42"W	34.00
C71	100.19	130.00	044°09'27"	S52°10'09"W	97.73
C72	69.82	130.00	030°46'23"	S14°42'14"W	68.99
C73	105.58	137.00	044°09'27"	S52°10'09"W	102.99

Line Table		
Line #	Length	Direction
L5	16.07	S30°28'40"E
L8	54.65	N59°03'30"W
L14	7.00	S15°45'07"E
L15	7.00	N59°54'34"W
L16	21.60	N59°03'30"W

GRAPHIC SCALE

N W E S

0 10 20 40

SCALE IN FEET

"MAP IS INTENDED TO BE PRINTED ON 24X36" 1" = 20'

ALLIANT

10475 Fortune Pkwy, Suite 101
Jacksonville, FL 32256
904.240.1351 MAIN
www.alliant-inc.com
LB 8289

Drawing name: V:\Projects\4000470-00\LAND DEVELOPMENT\PLAT\PHASE 1\Mclaury Cove Plat- PHASE 1.dwg May 01, 2025 - 1:24pm

FORESTAR

May 28, 2025

Mr. Lorenzo Aghemo
Planning Director
City of Palatka
201 N. 2nd St.
Palatka, FL 32177

RE: McLaury Cove Townhomes Phase 1 Final Plat Application Submittal

Dear Mr. Aghemo:

This letter is to formally request a final plat review for the proposed McLaury Cove Townhome Phase 1 Planned Unit Development (PUD). This phase contains 100 townhome lots. The proposed development is located south of Saint Johns Avenue east of McLaury Drive. The subject properties (PIN 10-10-26-0000-0200-0060 and part of 10-10-26-0000-0130-0010) combined are 11.37 acres located within the City of Palatka.

We will be following this Phase 1 plat submittal with the submittal for the final plat for Phase 2 shortly.

Should you need additional information, please do not hesitate to reach out.

In Appreciation,
FORESTAR (USA) REAL ESTATE GROUP INC.

Heather Brady
Forward Planner

14785 Old St. Augustine Rd., #300 | Jacksonville, Florida 32258 | 904-899-5948 | www.forestar.com

McLaury Cove Ph 1 Townhome Project Narrative:

The proposed development is located south of Saint Johns Avenue east of McLaury Drive. The McLaury Cove Phase 1 subject properties (PIN 10-10-26-0000-0200-0060 and part of 10-10-26-0000-0130-0010) combined are 11.37 acres located within the City of Palatka. The phase 1 plat is 100 townhome units.

The McLaury Cove PUD will be developed in two (2) phases. Construction has commenced per the City approved construction plans.

Fidelity National Title Insurance Company

May 11, 2025

Addressee:

Planning and Zoning Division
P.O. Box 1486
Palatka, FL 32178-1486

PLAT PROPERTY INFORMATION REPORT

Proposed Plat of: McLaury Cove Townhones Phase 1

In accordance with Section 177.041, Florida Statutes this will certify that Fidelity National Title Insurance Company has made a search of the Public Records of Putnam County, Florida, through May 02, 2025 at 8:00 AM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of Forestar (USA) Real Estate Group, Inc., a Delaware corporation, by virtue of the Warranty Deed recorded in Official Records Book 1800, page 323 and Special Warranty Deed recorded in Official Records Book 1800, page 328, Public Records of Putnam County, Florida.

The search has revealed the following:

1. Agreement for Road Rights of Ways recorded in Official Records Book 701, page 1863.

2. Ordinance 2014-15 recorded in Official Records Book 1795, page 287.

NOTE: 2024 Real Estate Taxes and all prior years show paid

NOTE: Notice of Environmental Resource Permit recorded in Official Records Book 1808, page 1144.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.

Fidelity National Title Insurance Company

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

File No.: 12420225

By: Matt Quigley

Authorized Signature

Fidelity National Title Insurance Company

Exhibit "A"

THE LAND REFERRED TO HEREIN BELOW BEING A PORTION OF GOVERNMENT SECTION 10. TOWNSHIP 10 SOUTH. RANGE 26 EAST, PUTNAM COUNTY. FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE (A 66 FOOT RIGHT-OF-WAY); THENCE. S 00°27'55" E, 845.31 FEET ALONG THE WESTERLY BOUNDARY LINE OF WEBB'S VIKING MANOR. MAP BOOK 5, PAGE 78. OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA; THENCE. CONTINUING ALONG SAID WESTERLY BOUNDARY LINE, S 00°26'59" E, 312.11 FEET; THENCE. S 89°19'03" W, 112.74 FEET; THENCE, N 78°50'48" W. 61.30 FEET; THENCE. S 89°19'03" W, 117.65 FEET; TO A POINT OF CURVATURE CONCAVE SOUTHERLY. HAVING A RADIUS OF 30.00 FEET. A CENTRAL ANGLE OF 48°11'16" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 66°7'50" W, 24.49 FEET; THENCE. NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 25.23 FEET; THENCE. S 89°16'32" W, 141.05 FEET TO A POINT OF CURVATURE CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 54°09'43" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 62°11 '41" W, 27.31 FEET; THENCE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 28.36 FEET; THENCE, S 89°19'02" W, 185.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MCLAURY DRIVE (A 50 FOOT RIGHT-OF-WAY); THENCE, N 00°30'18" W. 302.31 FEET; THENCE, N 89°18'02" E, 314.08 FEET; THENCE, N 00°27'48" W, 844.37 FEET. RETURNING TO SAID SOUTHERLY RIGHT-OF-WAY OF SAINT JOHNS AVENUE; THENCE. N 89°12'45" E, 349.93 FEET TO THE POINT OF BEGINNING.

Fidelity National Title
Insurance Company

Policy No.: 6160-1-24-605-SG-2025.2751209-233726595

ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   (a) a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   (b) the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning) but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of an improvement on the Land;
   (c) the subdivision of the Land; or
   (d) environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
   (a) of the exercise described in an Enforcement Notice; or
   (b) the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   (a) resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or

Copyright 2021 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

(b) because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
   i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
   ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned:

By: _____
Authorized Officer or Agent
Lisa M. Byers
Land Title of America, Inc.
100 Southpark Blvd Ste 100
Saint Augustine, FL 32086-5171
Tel:904-797-9600
Fax:888-395-5036

By: _____
Michael J. Nolan
President

Attest: _____
Marjorie Nemzura
Secretary

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i the occupancy, use, or enjoyment of the Land;
   ii the character, dimensions or location of any improvement on the Land;
   iii the subdivision of land; or
   iv environmental remediation or protection;
   (b) any governmental forfeiture, police, regulatory, or national security power.
   (c) the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   (e) resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A, is a:
   (a) fraudulent conveyance or fraudulent transfer;
   (b) voidable transfer under the Uniform Voidable Transactions Act; or
   (c) preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

Copyright 2021 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

(a) "Affiliate": An Entity:
  i. that is wholly owned by the Insured;
  ii. that wholly owns the Insured; or
  iii. if that Entity and the Insured are both wholly owned by the same person or entity.

(b) "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

(c) "Date of Policy": The Date of Policy stated in Schedule A.

(d) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

(e) "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
  i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
  ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
  iii. asserts a right to enforce a PACA-PSA Trust.

(f) "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

(g) "Insured":
  i. a. The Insured named in Item 1 of Schedule A;
  b. the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
  c. the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
  d. the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
  e. the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
    (1). an Affiliate;
    (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
    (3). a spouse who receives the Title because of a dissolution of marriage;
    (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
    (5). another Insured named in Item 1 of Schedule A.
  ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

(h) "Insured Claimant": An Insured claiming loss or damage arising under this policy.

(i) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

(j) "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(k) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

(l) "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

(m) "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

(n) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

(o) "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

(p) "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

(a) retains an estate or interest in the Land;
(b) owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
(c) has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the

Copyright 2021 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

(a) any litigation or other matter for which the Company may be liable under this policy; or

(b) any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

(b) The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

(c) When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

(a) *To Pay or Tender Payment of the Amount of Insurance.*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

(b) *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the

Copyright 2021 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

(a) The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

(b) Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

(c) If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

(d) If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

(e) In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

(a) The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,
   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

(b) The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

(c) The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

(a) If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

(b) If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

(c) The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

Copyright 2021 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

(b) Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

(a) *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

(b) *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at FIDELITY NATIONAL TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

18. ARBITRATION

(a) All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

(b) *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

(c) Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

Copyright 2021 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of
that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:
- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:
- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online
service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:
- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Copyright © 2025. Fidelity National Financial, Inc. All Rights Reserved.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is
used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To improve our products and services;
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, and our affiliates' services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not

Copyright © 2025. Fidelity National Financial, Inc. All Rights Reserved.

to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:
For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link Privacy Request, or email privacy@fnf.com, or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com
or call (888) 714-2710.

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:
Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Ticor Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Ticor Title Company of California, Exos Valuations, Fidelity & Guaranty Life Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market
to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Copyright © 2025. Fidelity National Financial, Inc. All Rights Reserved.

Information From Children
The FNF Websites are not intended or designed to attract persons under the age of eighteen (18).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's

effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us
If you have questions or would like to correct your Personal Information, visit FNF's Privacy Request website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Copyright © 2025. Fidelity National Financial, Inc. All Rights Reserved.

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: Land Title of America, Inc.
Issuing Office: 100 Southpark Boulevard, Suite 100
Saint Augustine, FL 32086
Issuing Office's ALTA® Registry ID: 1041055
Issuing Office File Number: 24-605-SG
Property Address: **6201 Saint Johns Avenue, Palatka, FL 32177**

SCHEDULE A

Name and Address of Title Insurance Company:
Fidelity National Title Insurance Company
P.O. Box 45023, Jacksonville, FL 32232-5023

Policy No.: 2751209-233726595
Amount of Insurance: $1,285,000.00
Date of Policy: March 3, 2025 or recording date of the insured instrument, whichever is later

1. The Insured is:
   Forestar (USA) Real Estate Group Inc., a Delaware Corporation

2. The estate or interest in the Land insured by this policy is:
   Fee Simple

3. The Title is vested in:
   Forestar (USA) Real Estate Group Inc., a Delaware Corporation

4. The Land is described as follows:
   See Exhibit A attached hereto and made a part hereof.

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE ASSISTANCE IS 1-800-669-7450

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B

Policy Number: 2751209-233726595

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.
2. No portion of subject property lying within the right-of-way of the Seaboard Coast Line Railroad (formerly Atlantic Coast Line Railroad) is insured herein.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

EXHIBIT A
LEGAL DESCRIPTION

A part of the NE 1/4 of the NE 1/4 of the NW 1/4 of Section 10, Township 10 South, Range 26 East, more particularly described as follows: Beginning at the intersection of the Southerly Right of Way line of St. Johns Avenue with Easterly line of the said NE 1/4 of the NE 1/4 of the NW 1/4; thence run Southerly along said East line a distance of 630 feet; thence run Westerly parallel with the Southerly Right of Way line of St. Johns Avenue for a distance of 350 feet; thence run Northerly parallel with the East line of the said NE 1/4 of the NE 1/4 of the NW 1/4 for a distance of 630 feet to the Southerly Right of Way of St. Johns Avenue, thence run Easterly along said Southerly Right of Way line for a distance of 350 feet to the Point of Beginning and to close.

Also

The Easterly 350.0 feet (as measured along the North line) of the North 3/4 of the NE 1/4 of the NW 1/4 of Section 10, Township 10 South, Range 26 East, Excepting therefrom lands described in Official Records Book 495, Page 1277, that part of Tract Number 2 of lands described in Official Records Book 350, Page 1819, and lands described in Official Records Book 764, Page 179, of the Public Records of Putnam County, Florida. Subject to the Right-of-Way of the Seaboard Coast Line Railroad (formerly Atlantic Coast Line Railroad) over and across the Northerly line thereof.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

Fidelity National Title
Insurance Company

ALTA 9.1-06 ENDORSEMENT
RESTRICTIONS, ENCROACHMENTS, MINERALS
OWNER'S POLICY – UNIMPROVED LAND
(with Florida Modifications)

Attached to Policy No. 2751209-233726595
Issued By: Fidelity National Title Insurance Company

The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

The Company insures the insured against loss or damage sustained by reason of

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B.
   (a) Present violations on the land of any enforceable covenants, conditions or restrictions.
   (b) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
   (c) Any encroachment onto the land of existing improvements located on adjoining land.
   (d) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1(a), the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

The failure to expressly except any matter delineated in paragraphs 1(a),(b) or (d) of this endorsement constitutes the Company's agreement to indemnify against loss or damage resulting from any matters delineated in paragraphs 1(a),(b) or (d) only and provides no coverage for any other matters set forth in the covenants, conditions and restrictions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: March 3, 2025

Agent: Land Title of America, Inc.

Lisa M. Bg

Authorized Signatory

Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association

AMERICAN LAND TITLE ASSOCIATION

ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   a. a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

For Reference:

File #: 13631-0089
Policy #: 50140212-0205844e

Issued By:

Shuffield Lowman & Wilson PA
1000 Legion Place, #1700
Orlando, FL 32801

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
   (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
   (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
   (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
   (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
      (1). an Affiliate;
      (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
      (3). a spouse who receives the Title because of a dissolution of marriage;
      (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
      (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;

b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or

c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or

b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

10. REDUCTION OR TERMINATION OF INSURANCE
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**.

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: Shuffield, Lowman & Wilson, P.A.
Issuing Office: 1000 Legion Place, Suite 1700, Orlando, FL 32801
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 13631-0089
Property Address: 185 Cattle Xing et. al., Palatka 32177

SCHEDULE A

Name and Address of Title Insurance Company: First American Title Insurance Company
Policy Number: 50140212-0205844e
Amount of Insurance: $299,000.00
Date of Policy: March 4, 2025 at 2:19 pm

1. The Insured is: Forestar (USA) Real Estate Group, Inc., a Delaware corporation

2. The estate or interest in the Land insured by this policy is: Fee Simple

3. The Title is vested in: Forestar (USA) Real Estate Group, Inc., a Delaware corporation, by virtue of the Special Warranty Deed recorded in Instrument Number 202554005849, Public Records of Putnam County, Florida.

4. The Land is described as follows: See Exhibit "A" attached hereto and made a part hereof

Shuffield, Lowman & Wilson, P.A.

By: _____
Authorized Signatory

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Exhibit "A"

S ½ of SE ¼ of NE ¼ of NW ¼ and N ½ of SE ¼ of NW ¼, Section 10, Township 10 South, Range 26 East.

Subject to and together with the Agreement recorded in Official Records Book 701, Page 1863 of the public records of Putnam County, Florida.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B

Policy Number: 50140212-0205844e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

2. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of MCLAURYS S/D, as recorded in Plat Book Miscellaneous Map Book , Page(s) 1A, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

3. Agreement for Road Right of Ways in Book 701, Page 1863.

4. Concurrent rights of others to use the easement described in Schedule "A".

5. Survey prepared by Stephen Speaks, P.M.S. , dated 10.11.2023, under Job No. To Be Provided, shows the following: 2.54 Area Encroachment; Shed, Concrete Slab and Concrete Walk Encroachments; Fence Encroachments and Transmission Line Service Encroachment.

6. Ordinance 2024-15 recorded January 30, 2025 in Book 1795, Page 287.

Note: All of the recording information contained herein refers to the Public Records of PUTNAM County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

First American Title™

RESTRICTIONS, ENCROACHMENTS, MINERALS ENDORSEMENT – OWNER'S POLICY – UNIMPROVED LAND
(with Florida Modifications)

Issued by

First American Title Insurance Company

Attached to Policy No.: 50140212-0205844e File No.: 13631-0089

The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

The Company insures the insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B.
   (a) Present violations on the land of any enforceable covenants, conditions or restrictions.
   (b) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
   (c) Any encroachment onto the land of existing improvements located on adjoining land.
   (d) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.
As used in paragraph 1(a), the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

The failure to expressly except any matter delineated in paragraphs 1(a),(b) or (d) of this endorsement constitutes the Company's agreement to indemnify against loss or damage resulting from any matters delineated in paragraphs 1(a),(b) or (d) only and provides no coverage for any other matters set forth in the covenants, conditions and restrictions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

This endorsement shall not be valid or binding unless countersigned by a duly authorized officer or agent of the Company.

Date: March 4, 2025

[Shuffield, Lowman & Wilson, P.A.]

By: _____
Authorized Signatory]

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

(TO BE COMPLETED AND EXECUTED BY THE PROPERTY OWNER(S) FOR EACH APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT OR DEVELOPMENT ORDER)

TO: CITY OF PALATKA PLANNING DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
CITY OF PALATKA

BEFORE ME, the undersigned authority, this day personally appeared **Sarah Wicker**, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the ☐ individual or ☒ Vice President of Forestar (USA) Real Estate Group Inc. that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment, Rezoning or Development Order approval with the City of Palatka.

2. Affiant's address is: Forestar (USA) Real Estate Group Inc.
   14785 Old St. Augustine Rd, Suite 300
   Jacksonville, FL 32258

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the City of Palatka policy and will be relied upon by the City of Palatka in its review of application for Comprehensive Plan amendment, Rezoning or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment, Rezoning or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief, it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Sarah Wicker ,Affiant

(Print Affiant Name)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
CITY OF JACKSONVILLE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 8th day of May, 2025 by *Sarah Wicker (name of person acknowledging).* He/she is personally known to me or has produced _____ __ *(type of identification)* as identification and did/did not take an oath *(circle correct response).*

Heather Brady
(Name - type, stamp or print clearly)

Heather Brady
(Signature)

My Commission Expires on: 06/13/2027

NOTARY'S SEAL OR STAMP

Notary Public State of Florida
Heather Brady
My Commission HH 391647
Expires 6/13/2027

EXHIBIT"A" PROPERTY

Parcel # 10-10-26-0000-0020-0060 – 105 Cattle Crossing, Palatka, FL

Parcel # 10-10-26-0000-0130-0010 – 185 Cattle Crossing, Palatka, FL