

**J. P. BRANCH**

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Middleburg, FL 32068

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Clerk Of Courts  
Clay County, FL  
FEE: \$46.50

COVENANTS AND RESTRICTIONS  
OF  
SHERATON LAKES



KNOW ALL MEN BY THESE PRESENTS:

HABITAT DEVELOPMENT OF CLAY COUNTY, INC. A FLORIDA CORP. HEREINAFTER CALLED "DEVELOPER", IS THE OWNER OF ALL LOTS LOCATED IN SHERATON LAKES, ACCORDING TO THE PLAT THEROF IN PLAT BOOK 24, PAGES 17,18,19 AND 20 OF THE RECORDS OF CLAY COUNTY, FLORIDA.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE BENEFIT OF ITSELF AND ALL PERSON CLAIMING BY, THROUGH OR UNDER IT, THE DEVELOPER DOES HEREBY IMPOSE (1) THE FOLLOWING COVENANTS AND RESTRICTIONS TO RUN WITH THE TITLE TO SAID LOTS, AND (2) THE EASEMENTS REFERRED TO IN PARAGRAPH 19 HEREOF.

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERECTED ON EACH OF SAID LOTS OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND AN ATTACHED THREE CAR GARAGE.

2. THE DEVELOPER RESERVES THE RIGHT TO RESUBDIVIDE, REPLAT OR UTILIZE A LOT OR LOTS SHOWN ON SAID PLAT FOR ANY PURPOSE WHATSOEVER, INCLUDING RIGHT-OF-WAYS FOR ROAD PURPOSES AND EASEMENTS, PROVIDED THAT NO RESIDENCE SHALL BE ERECTED UPON, OR ANY RESIDENT ALLOWED TO OCCUPY SAID REPLATTED OR RESUBDIVIDED LOT, IF SO REPLATTED OR RESUBDIVIDED, OF FRACTIONAL PART OR PARTS THEREOF HAVING AN AREA LESS THEN THE SMALLEST LOT SHOWN ON SAID PLAT, AND THE RESTRICTIONS HEREIN CONTAINED SHALL APPLY TO EACH LOT AS REPLATTED OR RESUBDIVIDED EXCEPT ANY LOT OR LOTS RESUBDIVIDED FOR ROAD PURPOSES OR EASEMENTS, OR FOR OTHER PURPOSES THAT THE DEVELOPER AND ONLY THE DEVELOPER FEELS WILL NOT EFFECT THE INTEGRITY OF THE SUBDIVISION.

3. THE OWNER OF EACH LOT SHALL PROPERLY MAINTAIN ALL IMPROVEMENTS LOCATED THEREON, INCLUDING KEEPING THE YARD MAINTAINED AND ALL BUILDINGS PROPERLY PAINTED.

4. NO TRAILER, TENT, SHACK, DETACHED GARAGE, BARN OR OTHER OUT-BUILDING SHALL BE ERECTED, EITHER TEMPORARILY OR PERMANENTLY, HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE DEVELOPER, OR ITS AGENTS, FROM ERECTING AND MAINTAINING ON ANY PART OF SAID LOTS OWNED BY IT SUCH TEMPORARY BUILDINGS AND OTHER STRUCTURES AS MAY BE REASONABLY REQUIRED BY IT FOR DEVELOPMENT AND SALES PURPOSES.

5. NO INOPERABLE MOTOR VEHICLES, APPLIANCES OR OTHER ARTICLES SHALL BE PLACED ON OR PERMITTED TO REMAIN ON ANY LOT EITHER TEMPORARILY OR PERMANENTLY.

6. EACH AND EVERY RESIDENCE ON EACH LOT SHALL BE CONNECTED TO THE WATER AND SEWER DISPOSAL LINES OWNED AND OPERATED BY THE CLAY COUNTY WATER AND SEWER AUTHORITY, OR ITS SUCCESSORS AND/OR ASSIGNS. NO WELL SHALL BE PERMITTED ON ANY LOT TO BE USED FOR HOUSEKEEPING WITHIN A RESIDENCE EXCEPT THAT SHALLOW WELLS FOR USE IN AIR CONDITIONING EQUIPMENT AND/OR LAWN WATERING ARE PERMITTED.

7. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN CLOSED SANITARY CONTAINERS.

8. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOTS, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED, HOWEVER, THAT THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE AND DO NOT CAUSE OR CREATE OR CONSTITUTE A NUISANCE.

9. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

10. NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT OF MATERIAL OTHER THAN MASONRY, METAL ACCEPTABLE TO THE DEVELOPER, OR GOOD WOOD. NO SECONDHAND NOR USED BUILDING MATERIALS OTHER THAN MASONRY, SHALL BE USED, EXCEPT THAT SECONDHAND WOOD MAY BE USED ON THE EXTERIOR OF RESIDENCES, PROVIDED IT HAS A MINIMUM OF TWO COATS OF HIGH QUALITY PAINT APPLIED. UNDER NO CIRCUMSTANCES SHALL TIN, TAR PAPER OR ASPHALT COMPOSITION (EXCEPT FOR ROOFS OF ASPHALT SHINGLES) APPEAR ON THE EXTERIOR OF ANY SUCH RESIDENCE OR BUILDING.

11. NO RADIO, TELEVISION AERIAL, ANTENNAS, SATELLITE DISH OR ANY OTHER EXTERIOR ELECTRONIC OR ELECTRIC DEVICE OF ANY KIND SHALL BE PERMITTED ON ANY LOT OR HOME. THE EXCEPTION IS THAT A SATELLITE DISH NOT TO EXCEED 18" IN DIAMETER WILL BE PERMITTED AS LONG AS THE DISH IS SCREENED AND NOT VISIBLE FROM ANY OTHER LOT.

12. NO BASKETBALL BACKBOARDS MAY BE PLACED ON THE PROPERTY AT THE FRONT PROPERTY LINE. ALL BACKBOARDS MUST BE A MINIMUM OF TWENTY FEET FROM THE FRONT CURB LINE.

13. NO WHEELED VEHICLES OF ANY KIND AND NO BOATS MAY BE KEPT OR PARKED ON THE LOT UNLESS SAME ARE COMPLETELY INSIDE A GARAGE, EXCEPT THAT PRIVATE AUTOMOBILES OF THE OCCUPANTS BEARING NO COMMERCIAL SIGNS OR LICENSE TAG MAY BE PARKED IN THE DRIVEWAY ON THE LOT FROM THE COMMENCEMENT OF USE THEREOF IN THE EVENING, AND EXCEPT THAT PRIVATE AUTOMOBILES OF GUESTS OF THE OCCUPANTS MAY BE PARKED IN SUCH DRIVEWAY, AND EXCEPT THAT OTHER VEHICLES MAY BE PARKED IN SUCH DRIVEWAY DURING THE TIMES NECESSARY FOR PICKUP AND DELIVERY SERVICE AND SOLELY FOR THE PURPOSE OF SUCH SERVICE. A WHEELED VEHICLE OR BOAT, WHICH IS TOO LARGE FOR THE GARAGE, MAY BE PLACED ON THE LOT, HOWEVER, IT MUST BE OBSCURED FROM VIEW FROM THE

OUTSIDE OF THE LOT.

14. THE PROPERTY IS SUBJECT TO ALL OIL, GAS, AND MINERAL ON, IN AND UNDER THE ABOVE DESCRIBED LANDS AND THE RIGHT OF THE OWNERS OF OIL, GAS, AND MINERAL RIGHTS TO EXPLORE FOR OIL, GAS, AND MINERAL ON, IN, AND UNDER THE ABOVE DESCRIBED LANDS, AND TO PRODUCE, DRILL, AND MINE THE SAME; PROVIDED THAT THE GRANTEE'S AND THE GRANTEE'S HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL BE PAID JUST AND REASONABLE COMPENSATION FOR ANY INJURY OR DAMAGE TO THE SURFACE OF SAID LAND, TO CROPS OR TO THE IMPROVEMENTS THERE ON CAUSED BY THE EXERCISE OF SUCH RIGHTS SHALL NOT BE POSTPONED OR DELAYED PENDING REASONABLE EFFORTS TO AGREE UPON OR HAVE DETERMINED SUCH JUST AND REASONABLE COMPENSATION.

15. "CONSERVATION AREA" OR "CONSERVATION EASEMENT AREAS" SHALL MEAN AND REFER TO ALL OF SUCH AREAS SO DESIGNATED AS "WETLANDS AS DEFINED BY D.E.R." UPON THE RECORDED SUBDIVISION PLAT OR PLATS OF THE PROPERTIES AND SO REFLECTED AS SAME ON SAID PLAT.

THE CONSERVATION EASEMENT AREAS SHALL AND ARE HEREBY DECLARED TO BE SUBJECT TO A CONSERVATION DEED RESTRICTION IN FAVOR OF THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF RETAINING AND MAINTAINING THE CONSERVATION EASEMENT AREAS IN THEIR PREDOMINANTLY NATURAL CONDITION AS A WOODED WATER RECHARGE, DETENTION AND PERCOLATION AND ENVIRONMENTAL CONSERVATION AREA. IN FURTHERANCE OF THIS CONSERVATION EASEMENT, EACH OF THE FOLLOWING USES OF THE CONSERVATION EASEMENT AREAS ARE HEREBY PROHIBITED AND RESTRICTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, TO WIT:

A) THE CONSTRUCTION, INSTALLATION OR PLACEMENT OF SIGNS, BUILDINGS, FENCES, WALLS, ROADS OR ANY OTHER STRUCTURE AND IMPROVEMENTS ON OR ABOVE THE GROUND OF THE CONSERVATION EASEMENT AREAS; OR

B) THE DUMPING OR PLACING OF SOIL OR OTHER SUBSTANCES OR MATERIALS AS LANDFILL OR THE DUMPING OR PLACING OF TRASH, WASTE OR UNSIGHTLY OR OFFENSIVE MATERIALS; AND

C) THE REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION FROM THE CONSERVATION EASEMENT AREAS; AND

D) THE EXCAVATION, DREDGING OR REMOVAL OF LOAM, PEAT, GRAVEL, ROCK, SOIL, OR OTHER MATERIAL SUBSTANCE IN SUCH A MANNER AS TO AFFECT THE SURFACE OF THE CONSERVATION EASEMENT AREAS; AND

E) ANY USE WHICH WOULD BE DETRIMENTAL TO THE RETENTION OF THE CONSERVATION EASEMENT AREAS IN THEIR NATURAL CONDITION.

F) ACTS OR USES DETRIMENTAL TO SUCH RETENTION OF LAND OR WATER AREAS.

THE CONSERVATION EASEMENT AREAS HEREBY CREATED AND DECLARED SHALL BE PERPETUAL.

THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SHALL HAVE THE RIGHT TO ENTER UPON THE CONSERVATION EASEMENT AREAS AT ALL REASONABLE TIMES AND IN A REASONABLE MANNER, TO ASSURE COMPLIANCE WITH THE AFORESAID PROHIBITION AND RESTRICTIONS.

THE DEVELOPER, AND ALL SUBSEQUENT OWNER OF ANY LAND UPON WHICH THERE IS LOCATED ANY CONSERVATION EASEMENT SHALL BE RESPONSIBLE FOR THE PERIODIC REMOVAL OF TRASH AND OTHER DEBRIS WHICH MAY ACCUMULATE ON SUCH EASEMENT PARCEL.

THE PROHIBITIONS AND RESTRICTIONS UPON THE CONSERVATION EASEMENT AREAS AS SET FORTH IN THIS PARAGRAPH MAY BE ENFORCED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT BY PROCEEDINGS AT LAW OR IN EQUITY INCLUDING, WITHOUT LIMITATION, ACTIONS FOR INJUNCTIVE RELIEF. THE PROVISIONS IN THIS CONSERVATION EASEMENT AREA RESTRICTION MAY NOT BE AMENDED WITHOUT PRIOR APPROVAL FROM THE ST. JOHNS RIVER MANAGEMENT DISTRICT.

ALL RIGHTS AND OBLIGATIONS ARISING HEREUNDER ARE APPURTENANCES AND COVENANTS RUNNING WITH THE LAND OF THE CONSERVATION EASEMENT AREAS, AND SHALL BE BINDING UPON, AND SHALL INURE TO THE BENEFIT OF THE DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS. UPON CONVEYANCE BY THE DEVELOPER TO THIRD PARTIES OF ANY LAND AFFECTED HEREBY, THE DEVELOPER SHALL HAVE NO FURTHER LIABILITY OR RESPONSIBILITY HEREUNDER, PROVIDED THE DEED RESTRICTION INCLUDING THE CONSERVATION AREAS ARE PROPERLY RECORDED.

16. THE DEVELOPER RESERVES THE RIGHT TO RELEASE ANY LOT FROM ANY PART OF THESE COVENANTS AND RESTRICTIONS WHICH HAVE BEEN VIOLATED (INCLUDING WITHOUT LIMITING THE FOREGOING, VIOLATIONS OF BUILDING RESTRICTION LINES AND PROVISIONS HEREOF RELATING THERETO WHEREVER THE DEVELOPER, IN ITS SOLE JUDGEMENT, DETERMINES SUCH VIOLATION TO BE MINOR OR INSUBSTANTIAL VIOLATION).

17. NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND PLAN SHOWING THE LOCATION OF THE STRUCTURE HAVE BEEN APPROVED BY THE ARCHITECTURAL COMMITTEE AS TO QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES. THE LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATION SHALL BE THE SOLE RESPONSIBILITY OF THE BUILDER.

18. THE ARCHITECTURAL COMMITTEE IS COMPOSED OF MR. JAMES R. MENARD, 2575 C.R. 220, SUITE 107, DRS. INLET, FLA., 32068. THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. THE MEMBER OF THE COMMITTEE, NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. AT A TIME WHEN THE DEVELOPER HAS SOLD ALL THE LOTS IN SHERATON LAKES, THE ENFORCEMENT OF THESE COVENANTS & RESTRICTIONS SHALL BE THE RESPONSIBILITY OF A DULY FORMED HOMEOWNERS ASSOCIATION TO BE FORMED BY THE RESIDENCES. IT IS ANTICIPATED THAT THE TOTAL DEVELOPMENT SHALL CONSIST OF 85 LOTS AND THE ENFORCEMENT OF THESE COVENANTS & RESTRICTIONS SHALL TRANSFER TO

THE DULY FORMED HOMEOWNERS ASSOCIATION ONLY AFTER ALL LOTS HAVE BEEN SOLD TO HOMEOWNERS.

19. EASEMENTS FOR FENCING, DRAINAGE, AND UTILITIES, INCLUDING, BUT NOT LIMITED TO FENCING, WATER, SEWAGE, ELECTRICITY, DRAINAGE, POWER, AND COMMUNICATIONS ARE RESERVED OVER, ON AND UNDER ALL EASEMENTS AS SHOWN ON SAID PLAT, AND ON, IN OVER A TEN FOOT STRIP AT THE BACK OF EACH LOT, AND ON, IN OVER A SEVEN FOOT STRIP ALONG THE SIDE LINES OF EACH LOT, AND ON, IN OVER A FIFTEEN FOOT STRIP ALONG THE FRONT OF EACH LOT, WHERE NO SUCH EASEMENT IS SHOWN ON SAID PLAT, AND THE SAID DEVELOPER SHALL HAVE THE UNRESTRICTED RIGHT AND POWER TO RELEASE SAID EASEMENT.

SAID RESERVATIONS SHALL INURE TO THE BENEFIT OF THE DEVELOPER AND ITS SUCCESSORS AND/OR ASSIGNS. THE EASEMENTS AND RIGHT HEREIN RESERVED TO THE DEVELOPER SHALL NOT PASS FROM THE DEVELOPER BY ITS DEED CONVEYING ANY OF THE LOTS, BUT SHALL EXIST AND CONTINUE IN THE DEVELOPER ONLY OR IN THOSE PERSONS OR ENTITIES TO WHICH THE DEVELOPER SHALL HAVE EXPRESSLY CONVEYED SAID EASEMENTS AND RIGHTS.

20. ENFORCEMENT OF THESE COVENANTS AND RESTRICTIONS SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES.

21. INVALIDATION OF ANYONE OF THESE COVENANTS BY JUDGEMENT OR COURT SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE.

22. HEDGES, FENCES OR WALLS MAY NOT BE BUILT OR MAINTAINED ON ANY PORTION OF ANY LOT EXCEPT ON THE REAR OR INTERIOR SIDE LOT LINE AND NO CLOSER TO THE FRONT OF THE LOT THAN THE FRONT LINE OF THE MAIN RESIDENCE; NOR CLOSER THAN 20 FEET TO A SIDE STREET, WHEN THE

RESIDENCE IS SITUATED ON A CORNER LOT. NO FENCE OR WALL SHALL BE ERECTED NOR HEDGE MAINTAINED HIGHER THAN 6 FEET FROM THE NORMAL SURFACE OF THE GROUND. IF THE FENCE IS TO BE LOCATED IN A EASEMENT FOR DRAINAGE, THEN THERE SHALL BE PROVIDED A MINIMUM OF 12" BETWEEN THE NATURAL GROUND AND THE BOTTOM OF THE FENCE. FENCE STRUCTURE POSTS MAY BE INSTALLED IN THE DRAINAGE EASEMENT BUT AT INTERVALS OF NOT LESS THAN 8 FEET.

ALONG THE REAR OF LOTS 53-85, THE ONLY TYPE FENCE ALLOWED ON THE REAR OF THE LOT SHALL BE A CHAIN LINK FENCE NO HIGHER THAN 4 FEET. IN ADDITION THE OWNER OF LOTS 23-32 SHALL BE RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF ANY FENCE INSTALLED ALONG THEIR PROPERTY LINE IF IN THE EVENT ANY GOVERNMENTAL AGENCY NEEDS ACCESS FOR THE PURPOSE OF MAINTANCE OF PUBLIC SERVICES.

23. THE BUILDING SET BACK REQUIREMENTS AND BUILDING RESTRICTIONS SHALL BE SET BACK A MINIMUM OF 20 FEET FROM THE FRONT LOT LINES, A MINIMUM OF 10 FEET FROM THE REAR LOT LINES AND A MINIMUM OF 7 1/2 FEET FROM THE SIDE LOT LINES, HOWEVER, ANY SETBACK OR BUILDING RESTRICTION LINES (B.R.L.) ESTABLISHED ON THE PLAT WILL SUPERSEDE THE ABOVE MINIMUMS.

24. BUILDINGS SHALL CONTAIN A MINIMUM OF 1,200 SQUARE FEET OF GROUND AREA, EXCLUSIVE OF GARAGES, PORCHES, OR SCREENED-IN AREAS FOR SINGLE STORY RESIDENCES, NO LESS THAN 800 SQUARE FEET OF GROUND AREA FOR A RESIDENCE OF MORE THAN ONE STORY. THE DEVELOPER RESERVES THE RIGHT TO REDUCE ANY OF THE ABOVE DESIGNATED NUMBER OF SQUARE FEET BY UP TO 10% AS TO ANY OF THE LOTS.

25. THE COVENANTS AND RESTRICTIONS SHALL REMAIN IN FORCE AND EFFECT UNTIL JANUARY 1, 2030, AFTER WHICH THESE COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TEN YEAR PERIODS UNLESS THESE COVENANTS AND RESTRICTIONS ARE AMENDED, ALTERED OR CANCELLED BY A MAJORITY VOTE OF THE THEN RECORD OWNERS OF THE LOTS HEREIN DESCRIBED. UNTIL THESE COVENANTS AND RESTRICTIONS EXPIRE OR ARE CANCELLED, THEY SHALL BE DEEMED TO BE COVENANTS RUNNING WITH THE TITLE TO SAID LOTS.



26. WHEN ALL LOTS ARE SOLD IN THE ENTIRE SHERATON LAKES SUBDIVISION -85 LOTS - THE DULY FORMED HOMEOWNERS ASSOCIATION SHALL BECOME RESPONSIBLE FOR ALL OBLIGATIONS OF THE DEVELOPER INCLUDING MAINTENANCE OF CERTAIN STORM DRAIN RETENTION AREAS NOT MAINTAINED BY ANYONE OTHER THAN THE DEVELOPER.

27. THE HOMEOWNERS SHALL CREATE THE ASSOCIATION AS PROVIDED FOR IN THESE COVENANT AND RESTRICTIONS. THE ASSOCIATION SHALL BE FORMED AS A NON PROFIT CORPORATION WITHIN THE LAWS PROVIDED FOR WITHIN THE STATE OF FLORIDA. REGARDLESS AS TO WHETHER ALL THE LOTS ARE SOLD , IN NO CASE SHALL THERE BE AN ASSOCIATION DUES PRIOR TO JANUARY 1, 1997 AND THEN THE DUES SHALL NOT EXCEED \$120.00 PER YEAR PER LOT OWNER, PAID ANNUALLY ON THE SECOND DAY OF THE YEAR BEGINNING JANUARY 2, 1997. IF ALL THE LOTS ARE NOT SOLD BY JANUARY 1, 1997, THEN THE ASSOCIATION ASSESSMENT SHALL NOT BEGIN UNTIL JANUARY 2, 1998.

FURTHER, THE ASSOCIATION ASSESSMENT SHALL NOT INCREASE MORE THAN 10% PER YEAR AFTER THE FIRST YEAR OF ASSESSMENT. WHEN THE ASSOCIATION IS FORMED BY THE HOMEOWNERS THEY MAY PROVIDE FOR A SPECIAL ASSESSMENT GREATER THAN THE 10% AS LONG AS THE ASSOCIATION BY-LAWS REQUIRES A 66 2/3 VOTE OF THE THEN PROPERTY OWNERS.

28. THE PURPOSE OF THE ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED EXCLUSIVELY TO IMPROVE AND MAINTAIN THE COMMON AREA, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- A) PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION;
- B) LIGHTING, IMPROVEMENT AND BEAUTIFICATION OF ACCESS WAYS, AND EASEMENT AREAS AND IN ADDITION THERETO THE MAINTENANCE OF THE COMMON AREA;
- C) MAINTENANCE, IMPROVEMENT AND OPERATION OF DRAINAGE EASEMENTS AND SYSTEMS;
- D) MAINTENANCE, IMPROVEMENT AND BEAUTIFICATION OF PARKS, LAKES, PONDS AND BUFFER STRIPS;
- E) DOING ANY OTHER THING NECESSARY OR DESIRABLE, IN THE JUDGMENT OF SAID ASSOCIATION, TO KEEP SAID LANDS NEAT AND

ATTRACTIVE OR TO PRESERVE OR ENHANCE THE VALUE OF THE PROPERTIES  
THERIN.

29. AT THE TIME THE ASSOCIATION IS FORMED BY THE PROPERTY  
OWNERS, BUT IN NO CASE LATER THAN JANUARY 1, 1998, OR IF THE  
PROPERTY OWNERS DO NOT FORM SUCH ASSOCIATION BY JANUARY 1, 1998,  
THE PROPERTY OWNERS NEVER THE LESS SHALL BECOME RESPONSIBLE BOTH  
FINANCIALLY AND OTHERWISE FOR THE ITEMS NOTED IN PARAGRAPH 28, (A)  
THROUGH (D) AS REFLECTED IN THESE COVENANT AND RESTRICTIONS.

IN WITNESS WHEREOF, HABITAT DEVELOPMENT OF CLAY COUNTY, INC.,  
A FLORIDA CORPORATION HAVE CAUSED THESE COVENANTS AND RESTRICTIONS  
TO BE EXECUTED, THE APPROPRIATE CORPORATE SEALS AFFIXED HERETO,  
THIS 27<sup>th</sup> DAY OF July, 1995.

Signed in the presence of:

HABITAT DEVELOPMENT OF CLAY COUNTY, INC.

*J. W. Denmark*  
J. W. DENMARK  
*Kimberly J. Workman*  
Kimberly J. Workman

by: *J. Menard*  
JAMES R. MENARD  
Its PRESIDENT

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O.H.B

# State of Florida



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02:55 P.M.  
File# 9810448  
John Keene  
Clerk Of Courts  
Clay County, FL  
FEE: \$42.00

## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SHERATON LAKES HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on July 18, 1997, as shown by the records of this office.

The document number of this corporation is N97000004104.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Eleventh day of March, 1998



CR2EO22 (2-95)

Sandra B. Martham  
Secretary of State

ARTICLES OF INCORPORATION  
OF

FILED

17 JUL 68 PM 12:47

SHERATON LAKES HOMEOWNERS ASSOCIATION, INC., STATE  
FLORIDA  
A CORPORATION NOT FOR PROFIT

We, the undersigned, being desirous of forming a corporation not for profit, do hereby associate ourselves into a corporation for the purposes and with the powers herein specified and do hereby agree to the following Articles of Incorporation:

ARTICLE 1 - NAME

The name of this Corporation shall be:

SHERATON LAKES HOMEOWNERS ASSOCIATION, INC.  
(hereinafter referred to as the "Association").

ARTICLE 2 - PURPOSE

The purpose and object of the Association shall be to exercise all of the rights, powers and duties granted to it under that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Sheraton Lakes, a subdivision in Clay County, Florida, named Sheraton Lakes, as amended from time to time (the "Declaration"), as well as all other rights, powers and duties which may be granted to it by the Developer, as that term is defined in the Declaration (the "Developer"), these Articles or the Association Bylaws. Such rights, powers and duties shall include, but not be limited to, the following: The Association shall own, operate and maintain the Common Areas as defined in the Declaration (the "Common Areas"). The Association shall be a member of the Sheraton Lakes Homeowners Association, Inc. and abide by the Covenants, Restrictions, Terms and Conditions, all as set forth in the Declaration of Covenants and Restrictions for Sheraton Lakes as recorded in Official Records Book 1560, Page(s) 0629-0638, of the public records of Clay County, Florida.

ARTICLE 3 - POWERS

The Association shall have the following powers:

- A. All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida and the Declaration.
- B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing the use of the Property or the Common Areas as such terms will be defined herein and in the Declaration.
2. Adopt, for, and in advance of each fiscal year, a budget necessary to carry out the purposes of the Association as set out herein.
3. Levy and collect assessments against members of the Association to defray the expenses of the Association, including the right to enforce any lien right granted the Association to secure the payment of said assessments.
4. Own, operate, lease, sell, manage, encumber, convey, subject to easements, and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Common Areas.
5. To own, manage, administer and operate such property as may be conveyed to it by the Developer, its successors or assigns for the mutual benefit and use of all Members.
6. The Association shall levy and collect assessments against members of the Association to fund the obligations of the Association to pay assessments to Sheraton Lakes Homeowners Association, Inc.
7. Enforce the provisions of these Articles of Incorporation, the Bylaws, the Declaration and all covenants, restrictions, rules and regulations governing use of the Property, or a portion thereof, and the Common Areas which may now exist or hereafter be established.

**ARTICLE 4 - QUALIFICATION OF MEMBERS**

The qualification of members, manner of their admission to and termination of membership and voting by members shall be as follows. Each "owner" of a "Lot" (as those terms are defined in the Declaration), shall be and become a member of the Association upon the recording of a deed, in the public records of Clay County, granting such owner fee simple title to a Lot, or, if already recorded, immediately following the organizational meeting.

**ARTICLE 5 - VOTING**

- A. The affairs of the Association shall be administered and managed by the Board of Directors as described in Article VIII hereof.
- B. Members of the Association shall be all Owners of a Lot or Lots, and shall be entitled to one vote for each Lot owned.

When more than one person holds an interest in any Lot other than a security for the performance of any obligation, all such persons shall be Members. The Vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE 6 - TERM OF EXISTENCE**

The Association shall have perpetual existence. The termination, dissolution or final liquidation of the Association shall not relieve its members of the collective responsibility to pay assessments to Sheraton Lakes Homeowners Association, Inc.

**ARTICLE 7 - OFFICE**

The principal office of the Association shall be 1856 Sheraton Lakes Circle, Middleburg, Florida 32068, or such other place as the Board of Directors may designate.

**ARTICLE 8 - BOARD OF DIRECTORS**

A. The business affairs of this Association shall be managed by the Board of Directors. Each member of the Association Board of Directors shall be entitled to one vote.

B. The names and addresses of the persons who are to serve on the initial Board of Directors until their successors are chosen, is as follows:

Christopher Dilley  
1850 Sheraton Lakes Circle  
Middleburg, FL 32068

Otis Duncan  
1832 Sheraton Lakes Circle  
Middleburg, FL 32068

Howard Thurman  
1856 Sheraton Lakes Circle  
Middleburg, FL 32068

**ARTICLE 9 - OFFICERS**

A. The officers of the Association shall be a President, one or more Vice Presidents, Secretary and Treasurer; and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors.

B. Officers of the Association may not be compensated. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.

C. The person who is to serve as officer of the Association until his successors are chosen are:

Howard Thurman, President  
1856 Sheraton Lakes Circle  
Middleburg, FL 32068

Terrence Everington, VP  
1839 Sheraton Lakes Circle  
Middleburg, FL 32068

Shelley Rinehart, Secretary  
1863 Sheraton Lakes Circle  
Middleburg, FL 32068

Mikel Sharpe, Treasurer  
1859 Sheraton lakes Circle  
Middleburg, FL 32068

D. The officers shall be elected by the Board of Directors at their annual meeting as provided in the Bylaws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

E. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices. The office of the President and Vice President shall not be held by the same person, nor shall the office of the President and Secretary or Assistant Secretary be held by the same person.

F. The terms of office shall be as follows:

|                |                 |
|----------------|-----------------|
| President      | one (1) year    |
| Vice President | three (3) years |
| Secretary      | three (3) years |
| Treasurer      | two (2) years   |

ARTICLE 10 - ANNUAL FEES

Members shall pay an annual fee of at least One Hundred Twenty Dollars (\$120.00), payable by January 15th of each year. For the year in which a person first becomes a Member the fee will be prorated so that the new member pays only for that portion of the calendar year that remains. Dues shall become due beginning in 1998.

A. INITIAL FEE.

The initial fee is One Hundred Twenty Dollars (\$120.00) per year.

B. INCREASES IN FEE.

Beginning in the 1998 calendar year and in any year thereafter the Board of Directors may increase the annual fee to be paid by each Member. However no such increase shall be greater than Ten percent (10%) higher than the fee for the preceding calendar year.

C. DUE DATE.

Annual fees shall be due not later than January 15th of the calendar year to which they apply.

D. NOTICE.

All Members shall be given written notice by First Class United States Mail not later than December 15th that the annual fee is due no later than January 31 of the ensuing year.

ARTICLE 11 - MEETINGS

A. Within thirty (30) days from June 1, 1997, there shall be a meeting of the Association at which the Board of Directors shall be elected, By-Laws adopted and other business transacted.

ARTICLE 12 - BYLAWS

A. The Board of Directors shall adopt by a majority vote the original Bylaws of the Association.

B. The Bylaws may be amended, altered or rescinded upon the proposal of the Board of Directors. Upon such a proposal, a special meeting of the Members shall be called, the notice of which shall state that such proposal is to be voted upon at the meeting. The proposal shall be passed if by at least a two-thirds (2/3)



majority of the votes, Members approve the proposal.

**ARTICLE 13 - AMENDMENT OF ARTICLES**

A. These Articles of Incorporation may be amended upon the proposal of the Board of Directors. Upon such proposal, a special meeting of the Members shall be called, the notice of which shall state that such proposal is to be voted upon at that meeting. The proposal shall be passed if at least two-thirds (2/3) of the votes of Members approve the amendment.

B. If so approved, a certified copy of the said amendment shall be filed in the office of the Secretary of State of the State of Florida.

C. The Articles of Incorporation may be amended without consent or joinder from any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, FHA/VA/HUD and/or any other generally recognized institution involved in the purchase and sale of home mortgages (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(ies) or (iii) to perfect, clarify, or make internally consistent the provisions herein.

**ARTICLE 14 - INDEMNIFY**

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, incurred by him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided, that any reimbursement or indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

**ARTICLE 15 - INITIAL REGISTERED AGENT AND STREET ADDRESS**


The name and street address of the initial registered agent is:

Howard Thurman  
1856 Sheraton Lakes Circle  
Middleburg, FL 32068

**ARTICLE 16**

The name and address of the incorporator for these Articles of Incorporation is:

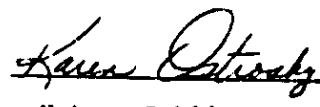
Howard Thurman  
1856 Sheraton Lakes Circle  
Middleburg, FL 32068

  
HOWARD THURMAN  
FL DL T655 326-64-047-0

STATE OF FLORIDA

COUNTY OF CLAY

The foregoing Articles of Incorporation was acknowledged before me this 12<sup>th</sup> day of MAY, 1997, by HOWARD THURMAN, who is personally known to me or who has produced a driver's license as identification and who did/did not take an oath.

  
Notary Public -State of Florida  
My Commission expires: 11-2-98

 KAREN OSTROWSKY  
MY COMMISSION EXPIRES  
November 2, 1998  
BONDED THROUGH THE FLORIDA DEPARTMENT OF REVENUE, INC.

CERTIFICATE OF REGISTRATION  
REGISTERED AGENT

FILED


97 JUL 18 PM 12:47

STATE OF FLORIDA

Pursuant to the provision of sections 607.01 and 617.0501, Florida Statutes, the undersigned corporation organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent in the State of Florida.

- The name of the corporation is:  
SHERATON LAKES HOMEOWNERS ASSOCIATION, INC.
- The name and address of the registered agent and office is:  
Howard Thurman  
1856 Sheraton Lakes Circle  
Middleburg, Florida 32068

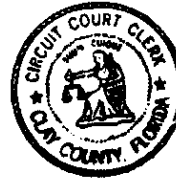
HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

  
HOWARD THURMAN

Date: 5-12-97

19

D.H.B.



Book: 1706  
Page: 1946  
Rec: 03/16/98  
02:55 P.M.  
File# 9810449  
John Keene  
Clerk Of Courts  
Clay County, FL  
FEE: \$42.00

**BYLAWS  
OF  
SHERATON LAKES HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
Name and Location**

The name of the corporation is Sheraton Lakes Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be at 1856 Sheraton Lakes Circle, Middleburg, FL 32068, but meeting of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors (the "Board").

**ARTICLE II  
Definitions**

The definitions of all terms contained herein shall be the same as the definitions set forth in the Sheraton Lakes Declaration of Covenants and Restrictions and the Articles of Incorporation.

**ARTICLE III  
Meeting of Members**

1. **Annual Meetings.** The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day at the same time of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

2. **Special Meetings.** Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to cast one-fourth (1/4<sup>th</sup>) of all of the votes of the membership.

3. **Notice of Meetings.** Written notice of each meeting of the members shall be given by or at the direction of the Secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

4. **Quorum.** The presence at the meeting of members entitled to cast or of proxies entitled to cast a majority of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any

meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be presented or represented.

5. **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary or other authorized person. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Residential Lot.

**ARTICLE IV**  
**Board of Directors; Selection; Term of Office**

1. **Number.** The affairs of this Association shall be managed by a Board of not less than three (3) directors. The number of directors may be increased to five (5) at the discretion of the Board.

2. **Term of Office.** At the first annual meeting at which the members are entitled to elect directors, the members shall elect one director for a term of one year, one director for a term of two years and the remaining directors for a term of three years and, at each annual meeting thereafter, the members shall elect director(s) for those terms that have expired.

3. **Removal.** Any director may be removed from the Board, with or without cause, by an affirmative vote of two-thirds (2/3rds) of the members of the Association eligible to vote thereat. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

4. **Compensation.** No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

5. **Action Taken Without A Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE V**  
**Nomination and Election of Directors**

1. **Nomination.** Nomination for election to the Board to be elected by the members may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next

annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

2. **Election.** Election to the Board shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration or the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI**  
**Meetings of Directors**

1. **Regular Meetings.** Regular meetings of the Board shall be held monthly or bimonthly at such place and hour as may be fixed from time to time by the Board.

2. **Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association or by any two (2) directors, after not less than three (3) days' notice to each director, unless such notice is waived by the directors.

3. **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII**  
**Powers and Duties of the Board of Directors**

1. **Powers.** The Board shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and Common Roads and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties.

2. **Duties.** It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4<sup>th</sup>) of the members who are entitled to vote;

(b) establish the level of services to be provided to the members by the Association; supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration and Articles of Incorporation, to:

(1) fix the amount of the annual assessment against each Residential Dwelling Unit at least thirty (30) days in advance of each annual assessment period;

(2) send written notice, or cause to have sent, of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or cause an appropriate officer or agent to issue, upon demand by any person, a certification setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) cause all officers or employees having fiscal responsibilities to be bonded, as provided in Article IV hereof;

(f) cause the Common Areas and Common Roads to be maintained;

(g) pay or cause to be paid all real property taxes and other assessments against the Common Areas and Common Roads;

(h) procure and maintain adequate liability and hazard insurance on property owned by the Association.

The policy of property insurance shall cover all of the Common Areas and Common Roads (except land, foundation, excavation and other items normally excluded from coverage) but including fixtures and building service equipment to the extent that they are part of the common personal property and supplies. The policy shall afford, as a minimum, protection against the following:

(a) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(b) All other perils which are customarily covered with respect to projects similar in construction, location and use, including floor insurance, if applicable, and all perils normally covered by the standard "all risk" endorsement where such is available. If flood insurance is required, it must be in an amount of 100% of current replacement cost of the improvements or the maximum coverage under the National Flood Insurance Program;

(c) Losses covered by general liability insurance coverage covering all Common Areas and Common Roads in the amount of at least \$500,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas and Common Roads and any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

The hazard policy shall be in an amount equal to 100% of current replacement cost of the insured properties, exclusive of land, foundation, excavation and items normally excluded from coverage. The policy shall provide that it may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

**ARTICLE VIII**  
**Officers and Their Duties**

1. **Enumeration of Officers.** The officers of this Association shall be president, vice president, secretary and a treasurer who shall at all times be members of the Board of Directors and other such officers as the Board may from time to time by resolution create.

2. **Election of Officers.** The election of officers of the association shall take place at the first meeting of the Board following each annual meeting of the members.



3. **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign or shall be removed or otherwise disqualified to serve.

4. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the office he or she replaces.

7. **Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to paragraph 4 of this Article.

8. **Duties.**

(a) **President.** The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and may cosign all checks and promissory notes.

(b) **Vice President.** The vice president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the members (or cause said notice to the members to be served); shall keep appropriate current records showing the members of the Association, together with their addresses (or cause such records to be maintained); and shall perform such other duties as required by the Board.

(d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by

resolution of the Board (or cause such action thereof); may cosign all checks and promissory notes of the Association; shall keep proper books of account in accordance with good accounting practices (or cause such action thereof); if required, shall cause an annual compilation, review or audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures (or cause such action thereof) to be presented to the membership at its regular annual meeting or as required by the Florida Statutes.

**ARTICLE IX**  
**Committees**

The Association shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X**  
**Books and Records**

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member or any mortgagee of a Residential Dwelling Unit. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

**ARTICLE XI**  
**Assessments**

As more fully provided in the Declaration and Articles of Incorporation, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after its due date, a late charge of five percent (5%) of the amount due shall be levied and, if not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen per cent (15%) per annum and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her Residential Lot.

**ARTICLE XII**  
**Corporate Seal**

The Association shall have a seal in circular form having within its circumference the words: Sheraton Lakes Homeowners Association, Inc., a corporation not-for-profit.

**ARTICLE XIII**  
**Amendments**

1. **Amendment.** These Bylaws may be amended at a regular or special meeting of the members by an affirmative vote of two thirds (2/3rds) of those members eligible to vote thereat, present in person or by proxy, except that, in the event the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration or the Housing and Urban Development has approved the Sheraton Lakes Community and guaranteed mortgages on Residential Dwelling Units or any agency that may have jurisdiction over the Sheraton Lakes Community, then the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration or the Housing and Urban Development or any agency that may have jurisdiction over the Sheraton Lakes Community shall have the right to veto amendments.

2. **Conflict.** In the event of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control and, in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV**  
**Fidelity Bonds**

Blanket fidelity bonds shall be required to be maintained by the Association for all officers, directors, trustees or employees of the Association handling or responsible for funds of or administered by the Association, whether or not such persons are compensated. Any management agent that handles funds for the Association should also be covered by its own fidelity bonds. The total amount of the fidelity bond coverage shall be based upon the best business judgment of the Board and shall not be less than 150% of an amount equal to the estimated annual operating expenses of the Association, including reserves.

Except for the fidelity bonds that a management agent obtains for its personnel, the fidelity bond shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.

The premiums on all bonds shall be paid by the Association as a common expense. The bond shall provide that it cannot be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association and all first mortgagees.

**ARTICLE XV**  
**Miscellaneous**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**IN WITNESS WHEREOF**, we, being the directors of the Sheraton Lakes Homeowners Association, Inc. have hereunto set our hands this 6<sup>th</sup> day of March, 1998.

  
\_\_\_\_\_  
Christopher Dilley, Director

  
\_\_\_\_\_  
Otis Duncan, Director

  
\_\_\_\_\_  
Howard Thurman, Director

# SHERATON LAKES

A PART OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 25 EAST,  
 TOGETHER WITH PART OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE  
 25 EAST, CLAY COUNTY, FLORIDA.

**CAPTION**

A PARCEL OF LAND CONSISTING OF A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 25 EAST, AND A PORTION OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 32, SAID TOWNSHIP 4 SOUTH, RANGE 25 EAST; THENCE ON THE SOUTH LINE THEREOF, SOUTH 88 DEGREES 57 MINUTES 10 SECONDS WEST 2644.57 FEET; THENCE ON THE WEST LINE OF SAID NORTHEAST 1/4, NORTH 00 DEGREES 10 MINUTES 40 SECONDS WEST 351.02 FEET TO THE SOUTHEASTERLY LINE OF STATE ROAD NO. 21; THENCE ON LAST LINE, SOUTH 55 DEGREES 02 MINUTES 40 SECONDS WEST 3111.14 FEET; THENCE ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET, RUN A CHORD DISTANCE OF 92.96 FEET, THE BEARING OF SAID CHORD BEING SOUTH 27 DEGREES 21 MINUTES 10 SECONDS WEST; THENCE ON THE EASTERLY LINE OF COUNTY ROAD NO. 220-A, SOUTH 00 DEGREES 20 MINUTES 30 SECONDS EAST 1195.64 FEET; THENCE CONTINUE ON LAST SAID LINE, SOUTH 00 DEGREES 00 MINUTES 30 SECONDS EAST 1225.89 FEET; THENCE ON THE ARC OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, A CHORD DISTANCE OF 70.73 FEET, THE BEARING OF LAST SAID CHORD BEING SOUTH 45 DEGREES 01 MINUTE 37 SECONDS EAST; THENCE ON THE NORTH LINE OF COUNTY ROAD NO. 220, NORTH 89 DEGREES 57 MINUTES 56 SECONDS EAST 2751.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ON LAST SAID LINE, NORTH 89 DEGREES 57 MINUTES 56 SECONDS EAST 120.00 FEET; THENCE ON THE ARC OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, RUN A CHORD DISTANCE OF 42.43 FEET, THE BEARING OF LAST SAID CHORD BEING NORTH 45 DEGREES 02 MINUTES 04 SECONDS WEST; THENCE NORTH 00 DEGREES 02 MINUTES 04 SECONDS WEST 270.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 56 SECONDS EAST 328.50 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 04 SECONDS WEST 1444.43 FEET; THENCE NORTH 68 DEGREES 02 MINUTES 04 SECONDS WEST 298.41 FEET; THENCE SOUTH 61 DEGREES 57 MINUTES 56 SECONDS WEST 528.82 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 04 SECONDS EAST 1307.96 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 56 SECONDS EAST 355.11 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 04 SECONDS EAST 270.00 FEET; THENCE ON THE ARC OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, RUN A CHORD DISTANCE OF 42.43 FEET TO THE POINT OF BEGINNING, THE BEARING OF LAST SAID CHORD BEING SOUTH 44 DEGREES 57 MINUTES 56 SECONDS WEST, BEING 25.30 ACRES, MORE OR LESS, IN AREA.

**COUNTY COMMISSIONERS'S APPROVAL**

EXAMINED AND APPROVED THIS 10<sup>TH</sup> DAY OF JULY A.D., 1990, BY THE BOARD OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA

*James D. Felt*  
 CHAIRMAN

*John Keene*  
 CLERK OF CIRCUIT COURT

**COUNTY DEPARTMENT OF DEVELOPMENT APPROVAL**

(ENGINEERING, PLANNING, ZONING AND BUILDING)  
 APPROVED THIS 10<sup>TH</sup> DAY OF JULY A.D., 1990

*Thomas C. Mullis*  
 DIRECTOR OF DEVELOPMENT

**SURVEYOR'S CERTIFICATE**

THIS IS TO CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED HEREDON, THAT PERMANENT MONUMENTS HAVE BEEN PLACED AS SHOWN ON SAID PLAT ACCORDING TO CHAPTER 177, LAWS OF FLORIDA, AND THAT PERMANENT CONTROL POINTS WILL BE SET IN ACCORDANCE WITH SAID LAWS, THAT SAID SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION THAT THE SURVEY DATA SHOWN HEREDON COMPLIES WITH ALL THE PROVISIONS OF SAID CHAPTER.

SIGNED THIS 7<sup>TH</sup> DAY OF JUNE A.D., 1990

*Thomas C. Mullis*  
 THOMAS C. MULLIS  
 FLORIDA CERT. NO. 3593

**ADOPTION AND DEDICATION**

THIS IS TO CERTIFY THAT KELLEY D. FERGUSON AND HOLMES LUMBER COMPANY, INC., A FLORIDA CORPORATION, ARE THE LAWFUL OWNERS OF SHERATON LAKES, AS DESCRIBED IN THE CAPTION HEREDON AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AND THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID SHERATON LAKES AND THAT ALL STREETS, WAYS, DRIVES, COURTS AND EASEMENTS FOR DRAINAGE AND UTILITIES ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION, DEDICATED TO CLAY COUNTY, FLORIDA AND ITS SUCCESSORS.

*Barbara C. Combs*  
 WITNESS

*Loyle E. Rouse*  
 WITNESS

*Kelley D. Ferguson*  
 KELLEY D. FERGUSON

**STATE OF FLORIDA, COUNTY OF CLAY**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7<sup>TH</sup> DAY OF JUNE, 1990, BY KELLEY D. FERGUSON, TO ME WELL KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING AND WHO ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS OWN FREE ACT AND DEED.

*Barbara C. Combs*  
 NOTARY PUBLIC, STATE OF FLORIDA  
 MY COMMISSION EXPIRES: JULY 27, 1992

IN WITNESS WHEREOF HOLMES LUMBER COMPANY, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT WITH ITS CORPORATE SEAL AFFIXED THIS 7<sup>TH</sup> DAY OF JUNE A.D., 1990.  
 HOLMES LUMBER COMPANY, INC.

*Seaford Mackey*  
 WITNESS

*Barbara C. Combs*  
 WITNESS

*Lockwood P. Holmes*  
 BY: LOCKWOOD P. HOLMES, PRESIDENT

**STATE OF FLORIDA, COUNTY OF CLAY**

BEFORE ME PERSONALLY APPEARED LOCKWOOD P. HOLMES, PRESIDENT OF HOLMES LUMBER COMPANY, INC., A CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, TO ME WELL KNOWN TO BE THE INDIVIDUAL AND OFFICER DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS OWN FREE ACT AND DEED AS SUCH OFFICER THEREUNTO DULY AUTHORIZED AND THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED HERETO.

*Barbara C. Combs*  
 NOTARY PUBLIC, STATE OF FLORIDA  
 MY COMMISSION EXPIRES: JULY 27, 1992

**MORTGAGEE'S JOINDER**

BARNETT BANK OF JACKSONVILLE, N.A., A NATIONAL BANKING ASSOCIATION, OWNER AND HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 969, PAGE 182, MODIFIED AS PER OFFICIAL RECORDS BOOK 1208, PAGE 470, FURTHER MODIFIED AS PER OFFICIAL RECORDS BOOK 1237, PAGE 377 AND FURTHER MODIFIED AS PER OFFICIAL RECORDS BOOK 1279, PAGE 091 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, HEREBY CONSENTS TO THIS PLAT AND JOINS IN ITS DEDICATION.

SIGNED THIS 7<sup>TH</sup> DAY OF JUNE A.D., 1990.  
 BARNETT BANK OF JACKSONVILLE, N.A.

*Patricia Deamus*  
 WITNESS

*Nancy Budson*  
 WITNESS

*Paul A. Halloran*  
 BY: PAUL A. HALLORAN, VICE PRESIDENT

**STATE OF FLORIDA, COUNTY OF DUVAL**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7<sup>TH</sup> DAY OF JUNE A.D., 1990, BY PAUL A. HALLORAN, THE VICE PRESIDENT OF BARNETT BANK OF JACKSONVILLE, N.A., A NATIONAL BANKING ASSOCIATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ON BEHALF OF THE ASSOCIATION.

*Patricia Deamus*  
 NOTARY PUBLIC, STATE OF FLORIDA  
 MY COMMISSION EXPIRES: OCT 19, 1993

**CLERK'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND IT COMPLIES IN FORM WITH CHAPTER 71-339, LAWS OF FLORIDA, AND IS FILED FOR RECORD IN PLAT BOOK 24 PAGES 17 THRU 20. THIS 18<sup>TH</sup> DAY OF JULY A.D., 1990

*John Keene*  
 CLERK OF CIRCUIT COURT

# SHERATON LAKES

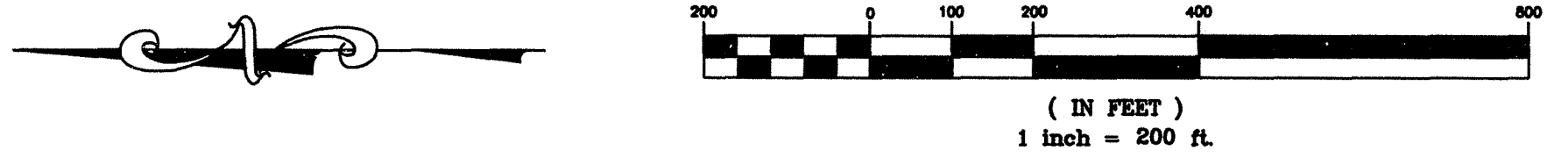
A PART OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 25 EAST,  
 TOGETHER WITH PART OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE  
 25 EAST, CLAY COUNTY, FLORIDA.

TYPE I SUBDIVISION

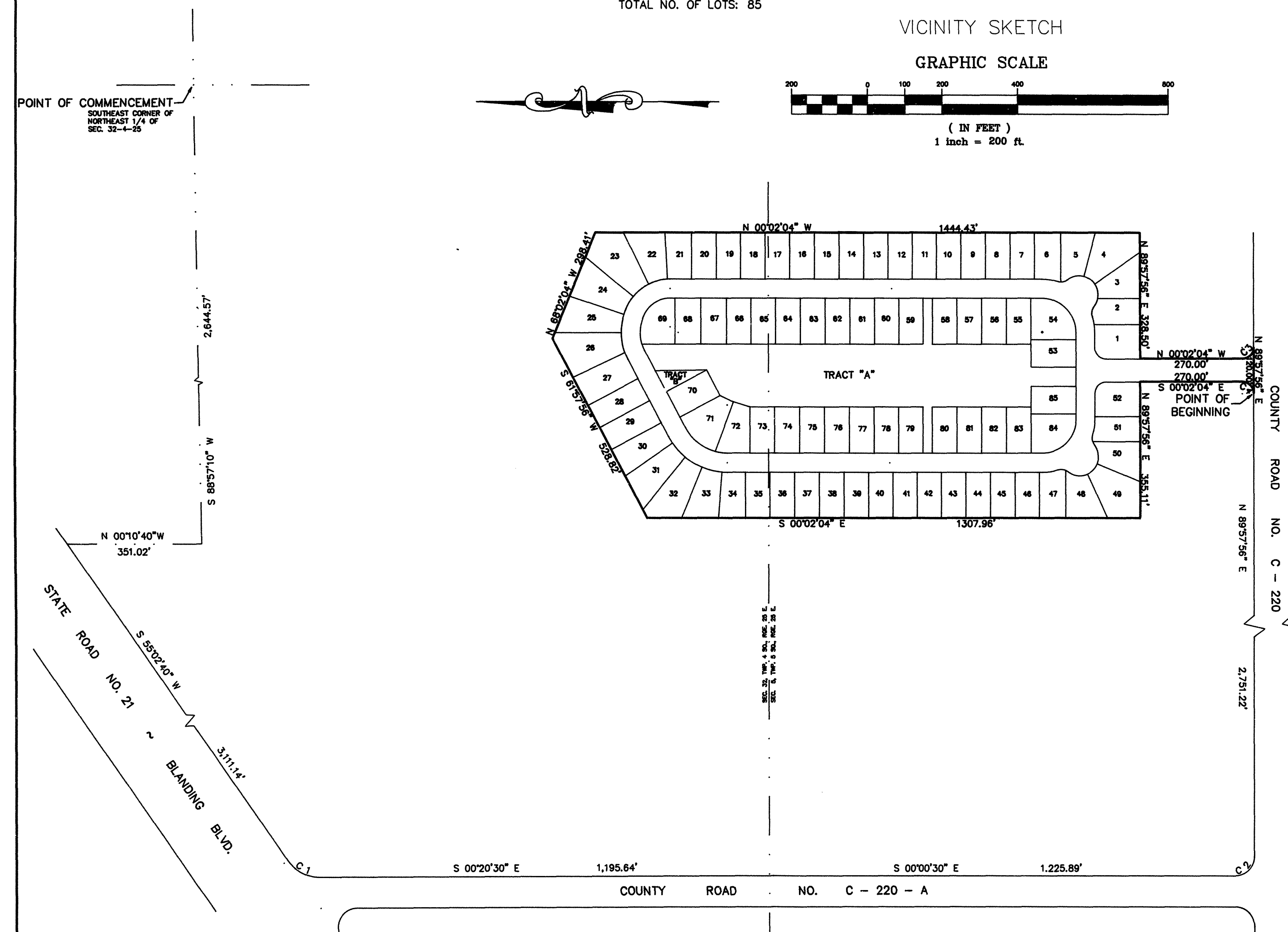
25.30 ACRES±  
 TOTAL NO. OF LOTS: 85

CURRENT ZONING: PUD  
 MINIMUM BUILDING SETBACKS:  
 FRONT 20'  
 SIDE 7.5'  
 REAR 25'  
 MINIMUM LOT WIDTH AT  
 B.R.L. = 65.00'

VICINITY SKETCH  
 GRAPHIC SCALE



POINT OF COMMENCEMENT—  
 SOUTHEAST CORNER OF  
 NORTHEAST 1/4 OF  
 SEC. 32-4-25



NOTICE: There may also be additional restrictions that  
 are not recorded on this plat, that may be  
 found in the public records of this county.

- GENERAL NOTES: (applicable to all sheets)
- 1) ○ Denotes Permanent Reference Monument.
  - 2) ● Denotes Permanent Control Point.
  - 3) C1 Denotes Curve Number.
  - 4) Bearings shown hereon are based on Plat Book 21, pages 1, 2 and 3 of the public records of Clay County, Florida.
  - 5) All lots shown hereon are located in Flood Zone "C", according to the Federal Emergency Management Agency Insurance Rate Map, Community Panel No. 120064-0160B, dated July 2, 1981.
  - 6) All Easements shown hereon are for drainage and utilities, unless otherwise noted.
  - 7) All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of cable television services, provided however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of any electric, telephone, gas or other public utility.
  - 8) Minimum Lot size = 7800 square feet.
  - 9) B.R.L. Denotes Building Restriction Line.

| CURVE | RADIUS  | LENGTH | TANGENT | CHORD  | BEARING       | DELTA     |
|-------|---------|--------|---------|--------|---------------|-----------|
| C 1   | 100.00' | 96.68' | 52.50'  | 92.96' | S 27°21'10" W | 55°23'10" |
| C 2   | 50.00'  | 78.57' | 50.03'  | 70.73' | S 45°01'37" E | 90°01'34" |
| C 3   | 30.00'  | 47.12' | 30.00'  | 42.43' | N 45°02'04" W | 90°00'00" |
| C 4   | 30.00'  | 47.12' | 30.00'  | 42.43' | S 44°57'56" W | 90°00'00" |

PREPARED BY:  
 MCKEE, ELAND AND MULLIS  
 LAND SURVEYORS, INC.  
 1246 HWY. NO. 17  
 ORANGE PARK, FLORIDA

# SHERATON LAKES

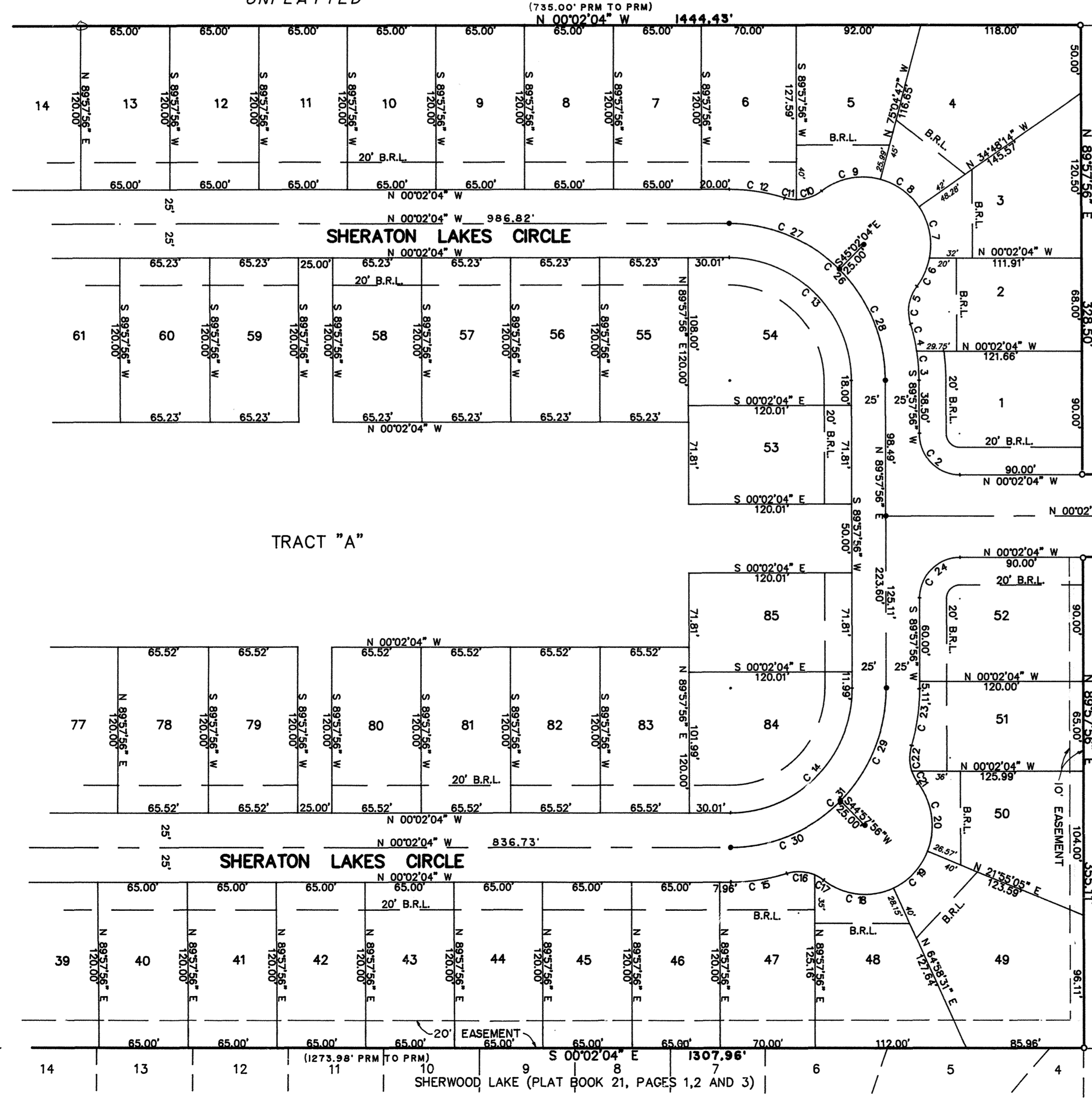
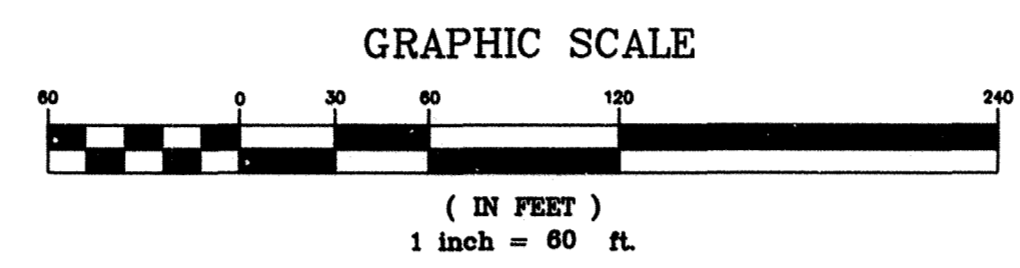
A PART OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 25 EAST,  
 TOGETHER WITH PART OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE  
 25 EAST, CLAY COUNTY, FLORIDA.

TYPE I SUBDIVISION

TOTAL NO. OF LOTS: 85



OWNERS: JOHN W. VEASEY AND  
 WILLIAM R. WEIGEL  
 UNPLATTED



| LOT    | CURVE | RADIUS  | LENGTH  | TANGENT | CHORD   | BEARING       | DELTA     |
|--------|-------|---------|---------|---------|---------|---------------|-----------|
| BNDRY  | C1    | 30.00'  | 47.12'  | 30.00'  | 42.43'  | S 45°02'04" E | 90°00'01" |
| LOT 1  | C2    | 30.00'  | 47.12'  | 30.00'  | 42.43'  | S 44°57'56" W | 90°00'01" |
| LOT 1  | C3    | 140.00' | 21.59'  | 10.81'  | 21.56'  | N 85°32'44" E | 08°50'02" |
| LOT 2  | C4    | 140.00' | 20.40'  | 10.22'  | 20.39'  | N 76°57'12" E | 08°21'01" |
| LOT 2  | C5    | 30.00'  | 28.66'  | 15.53'  | 27.59'  | N 79°50'45" W | 54°44'44" |
| LOT 2  | C6    | 50.00'  | 23.22'  | 11.83'  | 23.02'  | S 65°47'17" E | 26°36'57" |
| LOT 3  | C7    | 50.00'  | 39.26'  | 20.71'  | 38.26'  | N 78°24'32" E | 44°59'25" |
| LOT 4  | C8    | 50.00'  | 35.78'  | 18.69'  | 35.02'  | N 35°24'58" E | 40°59'42" |
| LOT 5  | C9    | 50.01'  | 45.83'  | 24.67'  | 44.24'  | N 11°20'08" W | 52°30'32" |
| LOT 5  | C10   | 30.00'  | 28.66'  | 15.53'  | 27.59'  | S 10°13'23" E | 54°44'45" |
| LOT 6  | C11   | 30.00'  | 28.66'  | 15.53'  | 27.59'  | S 10°13'23" E | 54°44'45" |
| LOT 6  | C12   | 140.01' | 41.99'  | 21.15'  | 41.83'  | N 08°33'27" E | 17°11'00" |
| LOT 54 | C13   | 90.01'  | 141.38' | 90.00'  | 127.28' | N 44°57'48" E | 89°59'41" |
| LOT 84 | C14   | 90.00'  | 141.37' | 90.00'  | 127.28' | S 45°02'04" E | 90°00'00" |
| LOT 47 | C15   | 140.00' | 41.99'  | 21.15'  | 41.83'  | S 08°37'36" E | 17°11'04" |
| LOT 47 | C16   | 30.00'  | 21.14'  | 11.03'  | 20.71'  | N 02°58'08" E | 40°22'31" |
| LOT 48 | C17   | 30.00'  | 7.52'   | 3.78'   | 7.50'   | N 30°20'30" E | 14°22'14" |
| LOT 48 | C18   | 50.00'  | 54.59'  | 30.37'  | 51.92'  | S 06°15'04" W | 62°33'06" |
| LOT 49 | C19   | 50.00'  | 37.57'  | 19.72'  | 36.70'  | S 48°33'12" E | 43°03'26" |
| LOT 50 | C20   | 50.00'  | 51.94'  | 28.59'  | 49.63'  | N 82°09'40" E | 59°30'50" |
| LOT 50 | C21   | 30.00'  | 9.83'   | 4.96'   | 9.78'   | S 61°47'20" W | 18°46'10" |
| LOT 51 | C22   | 30.00'  | 18.84'  | 9.74'   | 18.53'  | S 89°09'43" W | 35°58'34" |
| LOT 81 | C23   | 140.00' | 41.99'  | 21.15'  | 41.83'  | S 81°26'32" E | 17°11'04" |
| LOT 52 | C24   | 30.00'  | 47.12'  | 30.00'  | 42.43'  | N 44°57'56" E | 89°59'58" |
| BNDRY  | C25   | 30.00'  | 47.12'  | 30.00'  | 42.43'  | N 44°57'56" E | 90°00'00" |
| CL     | C26   | 115.00' | 180.64' | 115.00' | 162.63' | N 45°02'04" W | 90°00'00" |
| CL     | C27   | 115.00' | 90.32'  | 47.63'  | 88.02'  | N 22°27'56" E | 45°00'00" |
| CL     | C28   | 115.00' | 90.32'  | 47.63'  | 88.02'  | N 67°27'56" E | 45°00'00" |
| CL     | C29   | 115.00' | 90.32'  | 47.63'  | 88.02'  | N 67°32'04" W | 45°00'00" |
| CL     | C30   | 115.00' | 90.32'  | 47.63'  | 88.02'  | N 22°32'04" W | 45°00'00" |
| CL     | C31   | 115.00' | 180.64' | 115.00' | 162.63' | N 45°02'04" W | 90°00'00" |

OWNERS: WILLIAM L. EDGINGTON AND  
 HERMAN R. PHILLIPS

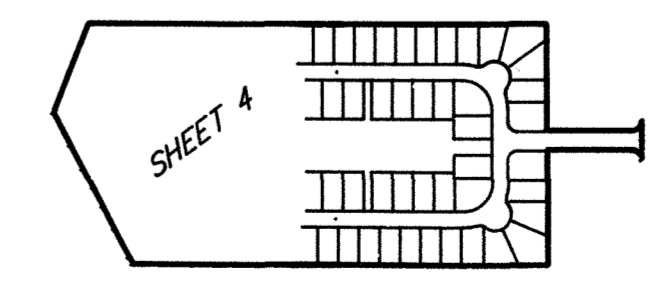
UNPLATTED

OWNERS: WILLIAM L. EDGINGTON AND  
 HERMAN R. PHILLIPS

UNPLATTED

~ SEE SHEET 2 FOR GENERAL NOTES ~

KEY MAP



PREPARED BY:  
 MCKEE, EILAND AND MULLIS  
 LAND SURVEYORS, INC.  
 1246 HWY. NO. 17  
 ORANGE PARK, FLORIDA

MATCH TO SHEET FOUR

COUNTY ROAD NO. 220 (100' R/W)

# SHERATON LAKES

A PART OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 25 EAST,  
TOGETHER WITH PART OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE  
25 EAST, CLAY COUNTY, FLORIDA.

TYPE I SUBDIVISION

TOTAL NO. OF LOTS: 85

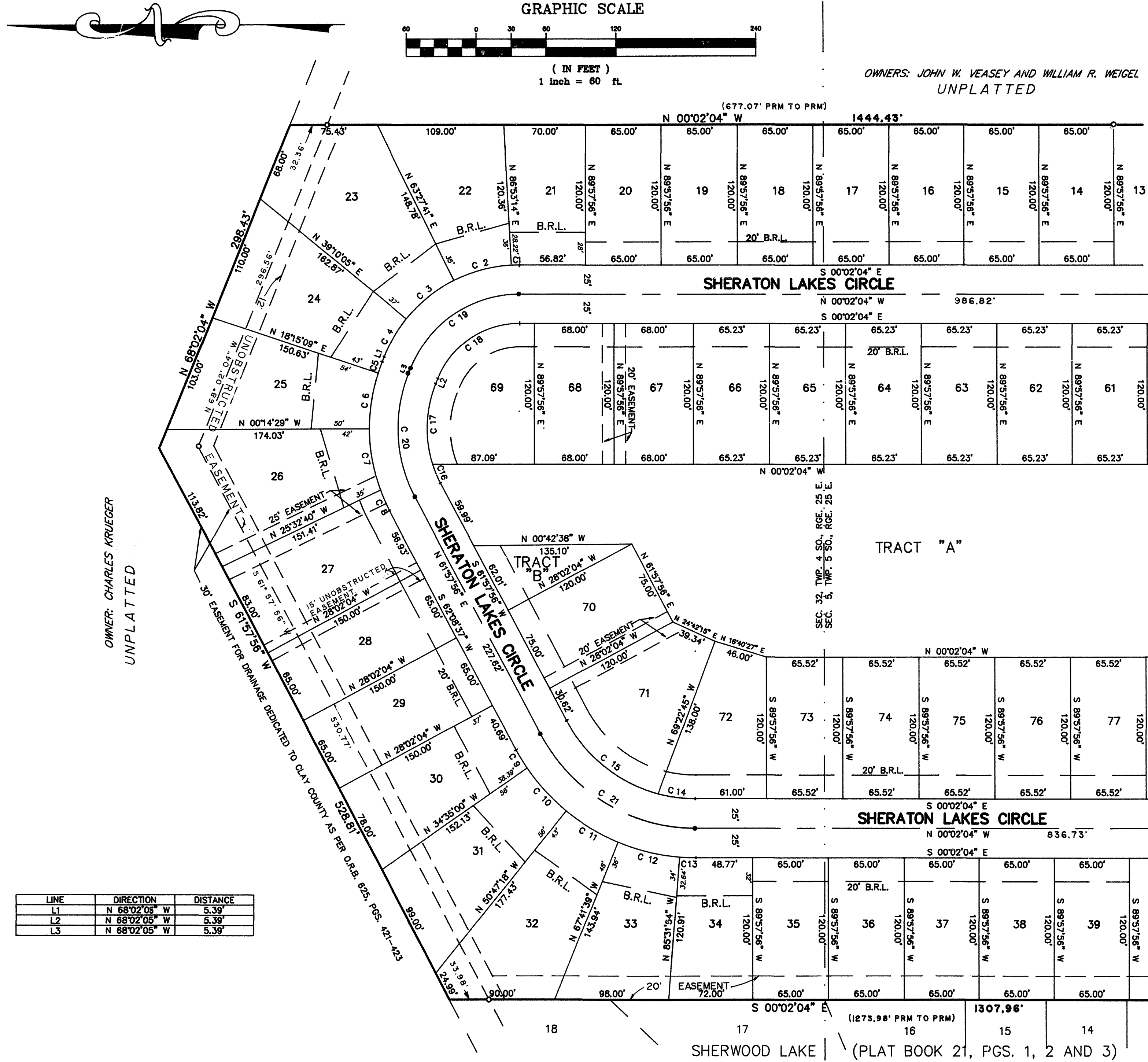
GRAPHIC SCALE



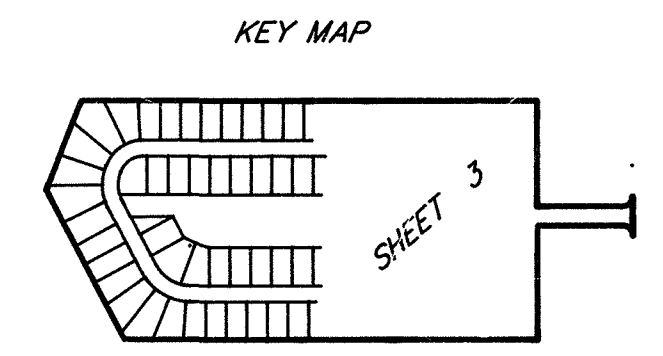
( IN FEET )  
1 inch = 60 ft.

OWNERS: JOHN W. VEASEY AND WILLIAM R. WEIGEL  
UNPLATTED

| LOT       | CURVE | RADIUS  | LENGTH  | TANGENT | CHORD   | BEARING       | DELTA     |
|-----------|-------|---------|---------|---------|---------|---------------|-----------|
| LOT 21    | C 1   | 125.00' | 6.72'   | 3.36'   | 6.72'   | N 01°34'21" W | 03°04'50" |
| LOT 22    | C 2   | 125.00' | 51.11'  | 25.92'  | 50.75'  | N 14°49'33" W | 23°25'33" |
| LOT 23    | C 3   | 125.00' | 53.00'  | 26.90'  | 52.60'  | N 38°41'07" W | 24°17'36" |
| LOT 24    | C 4   | 125.00' | 37.53'  | 18.91'  | 37.39'  | N 58°26'00" W | 17°12'08" |
| LOT 24    | C 5   | 150.00' | 9.72'   | 4.86'   | 9.72'   | N 69°53'27" W | 03°42'47" |
| LOT 25    | C 6   | 150.00' | 48.42'  | 24.42'  | 48.21'  | N 80°59'40" W | 18°28'38" |
| LOT 26    | C 7   | 150.00' | 53.22'  | 26.89'  | 52.94'  | S 79°35'42" W | 20°19'38" |
| LOT 27    | C 8   | 150.00' | 19.55'  | 9.79'   | 19.53'  | S 65°41'55" W | 07°27'57" |
| LOT 30    | C 9   | 175.00' | 20.00'  | 10.01'  | 19.99'  | S 58°41'28" W | 06°32'56" |
| LOT 31    | C10   | 175.00' | 49.50'  | 24.91'  | 49.33'  | S 47°18'51" W | 16°12'18" |
| LOT 32    | C11   | 175.00' | 51.64'  | 26.01'  | 51.45'  | S 30°45'32" W | 16°54'21" |
| LOT 33    | C12   | 175.00' | 54.48'  | 27.46'  | 54.26'  | S 13°23'13" W | 17°50'16" |
| LOT 34    | C13   | 175.00' | 13.75'  | 6.88'   | 13.75'  | S 02°13'01" W | 04°30'10" |
| LOT 72    | C14   | 125.00' | 32.09'  | 16.13'  | 32.00'  | S 07°19'10" W | 14°42'29" |
| LOT 71    | C15   | 125.00' | 103.18' | 54.73'  | 100.27' | S 38°19'11" W | 47°17'31" |
| TRACT "A" | C16   | 100.00' | 17.74'  | 8.89'   | 17.71'  | S 67°02'49" W | 10°09'47" |
| LOT 69    | C17   | 100.00' | 69.53'  | 36.24'  | 68.14'  | N 87°57'11" W | 39°50'14" |
| LOT 68    | C18   | 75.00'  | 89.02'  | 50.59'  | 83.89'  | N 34°01'58" W | 68°00'13" |
| CL        | C19   | 100.00' | 118.69' | 67.46'  | 111.85' | N 34°01'59" W | 68°00'10" |
| CL        | C20   | 125.00' | 109.08' | 58.29'  | 105.65' | S 86°57'56" W | 50°00'00" |
| CL        | C21   | 150.00' | 162.32' | 90.13'  | 154.51' | S 30°57'56" W | 62°00'00" |



MATCH TO SHEET THREE



| LINE | DIRECTION     | DISTANCE |
|------|---------------|----------|
| L1   | N 68°02'05" W | 5.39'    |
| L2   | N 68°02'05" W | 5.39'    |
| L3   | N 68°02'05" W | 5.39'    |

~SEE SHEET 2 FOR GENERAL NOTES~

PREPARED BY:  
McKee, Eiland and Mullis  
LAND SURVEYORS, INC.  
1246 HWY. NO. 17  
ORANGE PARK, FLORIDA

(PLAT BOOK 21, PGS. 1, 2 AND 3)