

PREPARED BY AND RETURN TO:

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HENRY W. COOK
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DUVAL COUNTY, FL
REC. # 55,50

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WESTCHASE MANOR**

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

WITNESSETH:

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

Westchase Manor, according to the plat thereof recorded in Plat Book 50, pages 86, 86A-86F, inclusive, of the public records of Duval County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, agreements and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Any person accepting a deed to any portion of the property shall be deemed to have agreed to all of the easements, restrictions, covenants and agreements as set forth herein.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to the WESTCHASE MANOR HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Properties" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association. Additional properties may be added by Declarant recording an amendment to this Declaration describing the property to be annexed and any special or different restrictions which may apply to any particular property so annexed.

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

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

6. "Declarant" shall mean and refer to Westchase Manor, Inc. and any person or entity to whom Declarant shall assign its rights and duties under this agreement.

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

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

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

ARTICLE II - PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner and the Association shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility hereafter situated upon any Common Area;

b) the right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any owner for any period during which any assessment against such owner's lot remains unpaid and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;

c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds of all votes eligible to be cast by both member classes of the Association.

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

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

1. Assessment. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. Membership. The Association shall have two classes of voting membership: CLASS A - Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B - The Class B member shall be the Declarant and shall have a number of lots equal to the number of lots in the subdivision. The total number of votes of the Class B member shall be increased at the time of annexation of Future Development Property to a number equal to the number of Lots included on the Property and the Future Development Property. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b) when Declarant requests that Class B membership be converted to Class A membership.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and (2) special assessments for capital improvements or maintenance, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

2. Duties of Association and Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the common areas, islands in roadways, and assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. The Association shall accept a District approved transfer to it from the Declarant

of complete responsibility for operation and maintenance of the stormwater management system under the St. Johns River Water Management District MSSW Permit No. 4-031-0498A. The Association shall also execute any minutes or other documents required to cause the permit(s) to be transferred at such time.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be \$60.00 per year per lot.

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

5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a quarterly basis.

7. Date of Commencement of Annual Assessments. Due Dates: The annual assessments provided for herein shall commence as to all lots on the date of the recording of this Declaration in the public records of Duval County, Florida. No lot owned by the Declarant shall be subject to any assessment until a residence has been constructed thereon and occupied. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the highest lawful rate. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property involved, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner's lot.

9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - LAND USE AND BUILDING TYPE

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

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

3. Storm/Surface Water Management. The St. Johns River Water Management District has jurisdiction over this subdivision and has issued **MSSW Permit No. 4-031-0498A** authorizing construction and operation of a storm and/or surface water management system to serve the subdivision. No alteration to any part of the aforementioned system, including but not limited to, lakes, swales and pipes, will be allowed without the written consent of Declarant and the St. Johns River Water Management District. All clearing, grading and other construction activities must comply with the terms and conditions of the said permit. Specifically, the owners of lots requiring rear lot water treatment are required to install rear lot water treatment at the time of house construction in accordance with the terms and conditions of the said permit and said owners or their heirs, successors or assigns shall be responsible for the continuing compliance with said permit. In the event that any Owner fails to comply with the terms of the permit, the Association shall have the right to enter upon the premises to bring any Lot into compliance and levy a special assessment against the Lot for any costs incurred as a result thereof.

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

5. Garage. Each home shall have an attached two car garage. No garage shall be permanently enclosed or converted to another use. All garages shall contain at least 400 square feet of usable space appropriate for parking automobiles. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use. Carports will not be permitted without prior approval of Declarant.

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

7. Approval of Structure. No residence, structure, fence, wall or swimming pool shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. No exposed block or built up roof will be permitted in the construction of any dwelling. Approval shall be as provided in paragraph 22 below. No outbuildings or drives, walks, fences, walls or swimming pools shall be erected or constructed on any lot prior to the erection or construction of a permanent residence thereon. No fence, wall, bulkhead or structure of any kind will be permitted below the top of the slope of the lake bank as shown on the final survey on waterfront lots. Docks shall not be permitted.

8. Building Location and Lot Size. The location of the building on the lot and size of the lot shall conform to the zoning requirements of Duval County as currently existing or as hereinafter amended by the County and as approved by Architectural Control Committee, as defined in paragraph 22. Proposed variances shall require the prior approval of the Declarant as well as the County.

9. Dwelling Size. Unless specifically approved in writing by the Architectural Control Committee, no dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 1,200 square feet for a one-story dwelling and at least 900 square feet for the ground floor of a dwelling of more than one story, with at least 1,200 square feet for both stories combined.

10. Recreational and Commercial Vehicles. No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any lot subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a lot, but not placed in the side yard of a corner lot on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the lots. For purposes of this paragraph, a vehicle which is a 3/4 ton or less truck used as transportation to and from the lot owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted unless approved by the Architectural Control Committee. Said approval shall be in writing and shall specify the location, size and placement of such motorized home or travel trailer. The decision to grant such exception is discretionary with the Architectural Control Committee and shall be capable of being withdrawn should the lot owner to whom such exception is granted fail or refuse to comply with the terms and conditions set forth by the Architectural Control Committee. The decision

to grant such exception is discretionary with the Architectural Control Committee and the decision to not grant such an exception shall not be subject to judicial review.

11. Temporary Structures. No structure of a temporary character, trailer, tent, motorized home, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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

13. Mailboxes. All mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or permitted only in the location approved by the Developer and must be constructed according to a size, design and material approved by the Developer. In the event the United States Postal Service makes available delivery service of mail to individual dwellings located on Lots, the Developer may require that all mailboxes, paper boxes or other such receptacles previously utilized by Owners be removed and replaced by mailboxes, paper boxes and similar receptacles attached to dwellings.

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

15. Signs. No sign of any kind shall be displayed to the public view on any lot without the prior written approval of the Architectural Control Committee except one sign of not more than two square feet advertising the property for sale, or after one (1) year from the closing date on the Lot, one sign of not more than two (2) square feet advertising the property for rent, or signs used by a builder to advertise the property during the construction and sales period. The entranceway identification sign shall be exempt from this provision and shall remain for the enjoyment of the owners of all Lots. The Architectural Control Committee shall have the right to promulgate standards for the quality, size, appearance, location and type of all signs to be displayed to public view.

16. Clotheslines. There shall not be permitted any exterior clotheslines on any lots.

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

18. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial use.

19. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick up days.

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

21. Landscaping. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Architectural Control Committee, EXCEPT those areas where buildings and other improvements shall be located; i.e. homes, patios, driveways, gardens, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. All disturbed areas on any lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance and to prevent the growth of weeds. It is the responsibility of each lot owner whose lot abuts a lake to maintain the lake bank to the waters' edge. It is the responsibility of each lot owner to maintain the area between the property line of his lot and the street. It is the responsibility of each lot owner to prevent erosion on all areas of his lot, including easements, by sodding, seeding and mulching, or other methods which may be deemed appropriate.

22. Architectural Control Committee.

a) Membership. The Architectural Control Committee shall be composed of three (3) persons appointed by Declarant. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. So long as Declarant owns any lots in the subdivision, Declarant shall have the right to appoint the members of such committee. At any time after Declarant has sold all lots or has waived, in writing, its right to appoint such committee members, the WESTCHASE MANOR HOMEOWNERS' ASSOCIATION, shall have the power and right to elect the members of the committee, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b) Procedure. So long as Declarant has the power of appointment over the Architectural Control Committee, the committee's approval or disapproval as required in these covenants shall be in writing. During the period of Declarant's power of appointment there will be no default time frame after which no response will indicate approval. After Declarant no longer appoints the committee member, in the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been

submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

23. Exterior Appearance and Maintenance. Every house and lot shall be maintained so as to present a pleasing appearance as determined by the Architectural Control Committee. Window coverings and decorations shall be of conventional materials, e.g. draperies, blinds or shutters. Windows shall not be covered with aluminum foil, paper, or the like. Lawns shall be maintained in a neat manner. Houses shall be kept in reasonable repair and excessive visible deterioration shall not be allowed. The Architectural Control Committee shall have authority to determine if the provisions of this paragraph are being violated.

24. Utility Lines, Satellite Dishes. All water, sewer, electrical, telephone, television, gas and other utility lines shall be placed underground. No antennas or satellite dishes shall be placed on any lot without prior written approval of the Architectural Control Committee.

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

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

27. Utility Provisions. Duval County or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the County or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard and garden of any lot or tract. All sewage from any building must be disposed of through its sewage lines and through the sewage lines and disposal plant owned or controlled by Duval County or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The County has a non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described in this Declaration and the plat of the Property for the purpose of ingress, egress and installation and/or repair of water and sewage facilities.

28. Drainage and Utility Easements. The Declarant hereby reserves unto itself and grants to the Westchase Manor Homeowners' Association, Inc. a perpetual, non-exclusive, alienable and releasable privilege and right on, and under the ground to construct, maintain and use electric, telephone, wires, cables, conduits, sewer, water mains or pipes, drainage swales or pipes, and other suitable equipment for the conveyance and use of electricity, telephone, water or other public conveniences or utilities on, in or over a 7.5 foot strip at the back and 5 foot strip for the sides of each lot as well as the private easements on the plat. The Declarant shall have the unrestricted right and power to release said easement. The granting of easements as contained in this paragraph shall be subordinate

to the Declarant's right to assign said easement to the County or other parties should the Declarant desire to assign said easement rights.

The private easements noted on the plat or plats are and shall remain privately owned and the sole and exclusive property of the Declarant, its successors and assigns.

The Declarant hereby grants to the Association an easement over the lakes as necessary for maintenance of the lakes as required in this Declaration. Declarant hereby grants to the Association access to the retention areas over the platted easements that shall be granted to Duval County; however, the rights of the Association shall be subordinate to the rights of the County upon acceptance of the plat by the County.

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

29. Building Restriction Lines. No dwelling shall be located nearer than 20 feet to the front lot line, 7.5 feet to the side lot line or 15 feet to the rear lot line. If the residence is constructed on more than one lot, then the side lot restrictions shall only apply to the extreme outside lines of the combined lots.

30. Enforcement. Any person owning any portion of the above described lands or the St. Johns River Water Management District, its successors or assigns, may institute proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or, in the case of the St. Johns River Water Management District, those covenants that pertain to requirements of the aforementioned permit, either to restrain any existing or threatened violation or to recover damages.

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

32. Indemnification. The owner or owners of all lots abutting the lakes within the Property shall, by virtue of having acquired said lots subject to these covenants and restrictions, be deemed to have assumed all of the obligations and responsibilities of Declarant, as set forth in the plats of Westchase Manor as follows:

Westchase Manor, according to the plat thereof recorded in Plat Book 50, pages 86-86F, of the public records of Duval County, Florida.

hereinafter referred to as the "Plat", and have agreed to indemnify Declarant and save Declarant harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury, or property damage, or any other damage arising from or out of any occurrence in, upon or at or from the lakes as

shown on the Plat, or any part thereof, or occasioned wholly or in part by any act or omission of owners, owners' agents, contractors, employees, servants, licensees, or concessionaires with the property.

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

34. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant reserves and shall have the sole right to: a) amend these covenants and restrictions so long as the Declarant owns at least one (1) lot within the Property or Future Development Property; b) to amend these covenants and restrictions at any time if, in the discretion of the Developer, such amendment is necessary to comply with the aforementioned St. Johns River Water Management District permit; c) to waive as to any lot any provisions of the covenants and restrictions if Declarant, in its sole opinion, deems any such exception to be insubstantial and in harmony with the general purpose of these covenants and restrictions; and d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole opinion, deems such violations to be insubstantial violations or if Declarant, in its sole opinion, deem such violations necessary for construction and/or sales. Declarant may assign its right to release such violations. Subject to the above rights reserved by the Declarant, this Declaration may be amended by an instrument signed by not less than 66% of the lot owners, **EXCEPT** that the covenants herein contained pertaining to (1) the required maintaining of an owners association or (2) to the surface water or stormwater management system, beyond maintenance of its original condition, including the water management portions of the common areas, if any, may not be amended without the approval of the St. Johns River Water Management District.

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

IN WITNESS WHEREOF, the Declarant has executed this instrument this 28th day of February, 1997.

Signed, sealed and delivered
in the presence of:

WESTCHASE MANOR, INC.

Opal L. King
Print name: Opal L. King

By: [Signature]
EDWARD L. TONEY
Its: President

Marion E. Benson
Print name: Marion E. Benson

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of February, 1997, by Edward L. Toney, the President of Westchase Manor, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

Vera T. Herringdine
Notary Public, State of Florida



"OFFICIAL SEAL"
Vera T. Herringdine
My Commission Expires 3/29/2000
Commission #CC 540026

Prepared By and Return to:
J. Howard Sheffield, P.A.
4209 Baymeadows Road, Suite 4
Jacksonville, Florida 32217

Doc# 2003019911
Book: 10874
Pages: 2124 - 2126
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01/21/2003 12:31:10 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 13.00
TRUST FUND \$ 2.00

5 MIN. RETURN
PHONE # 733-7900

**DECLARATION ANNEXING
WESTCHASE MANOR UNIT THREE**

THIS DECLARATION is made on the date of execution stated at the end of this instrument. This Declaration is made by Westchase Manor, Inc. referred to in this instrument as the "Developer".

INTRODUCTION: The Developer is in the process of developing the multi-phase, residential community in West Jacksonville known as Westchase Manor. The Developer has already developed the initial phases of Westchase Manor. It is the purpose of this instrument to annex the recently completed Unit Three, herein described as Exhibit "A."

**ARTICLE V
SECTION 34
ANNEXING FUTURE DEVELOPMENT PROPERTY**

1. The Developer created the Declaration of Covenants, Restrictions and Easements for Westchase Manor recorded in Official Records Book 8562, Page 551, of the current public records of Duval County.
2. Article V, Section 34 of the Declaration, as originally recorded, reserved to the Developer the right to amend these Covenants and Restrictions "so long as the Declarant owns at least one (1) lot within the property or Future Development Property;" said Future Development Property includes subject Unit Three.
3. The Declaration, as amended, is now imposed upon Unit Three, and, thus, Unit Three owners and lenders and other interested persons become bound by and beneficiaries of the Declaration, as amended. By this imposition, the Westchase Manor, Inc. gains jurisdiction over Unit Three, to the extent provided in the Declaration, as amended.

3

THIS INSTRUMENT must be executed in multiple counterparts. In that event, any fully executed counterpart will be entitled to treatment as an original.

Signed, sealed and delivered
in the presence of:

Scott R. Boatright
Print Name: **Scott R. Boatright**

Sabrina L. Roper
Print Name: **SABRINA L. ROPER**

WESTCHASE MANOR, INC.
By: Edward L. Toney
EDWARD L. TONEY
Its President

Date: 1-21-03

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on this 21st day of January, 2003, by EDWARD L. TONEY, on behalf of Westchase Manor, Inc., who is personally known to me.

Scott R. Boatright
Notary Public

C:\MYFILES\SHEFFIELD\Sheffield.AnnexUnit 3-revised2.wpd



Scott R Boatright
My Commission DD139514
Expires September 14, 2006

EXHIBIT "A"

WESTCHASE MANOR - UNIT THREE

A PORTION OF TRACTS 1, 3 AND 4, BLOCK 1, SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT WIDE ROADWAY ADJACENT TO SAID TRACTS 3 AND 4, BLOCK 1, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF LOT 53, AS SHOWN ON THE PLAT OF WESTCHASE MANOR AS RECORDED IN PLAT BOOK 50, PAGES 86 THROUGH 86F OF SAID CURRENT PUBLIC RECORDS AND RUN NORTH $01^{\circ} 00' 04''$ WEST, ALONG THE EASTERLY BOUNDARY LINE OF COLLINS LAKES ESTATES AS RECORDED IN PLAT BOOK 42, PAGES 98 AND 98A, SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 697.73 FEET TO THE NORTHEAST CORNER OF LOT 56, SAID COLLINS LAKES ESTATES; THENCE SOUTH $89^{\circ} 42' 30''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, A DISTANCE OF 375.28 FEET; THENCE SOUTH $53^{\circ} 22' 16''$ EAST, A DISTANCE OF 185.31 FEET TO A POINT ON A CURVE; RUN THENCE IN SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 128.33 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $69^{\circ} 50' 27''$ EAST, 95.90 FEET; THENCE SOUTH $89^{\circ} 28' 22''$ EAST, A DISTANCE OF 130.75 FEET TO A POINT ON THE WEST LINE OF LOT 38 OF SAID WESTCHASE MANOR; THENCE SOUTH $14^{\circ} 35' 25''$ WEST, ALONG THE WEST LINE OF LOTS 38, 39, 40 AND 41, SAID WESTCHASE MANOR, AND ALONG THE NORTH LINE OF LOT 45, SAID WESTCHASE MANOR, A DISTANCE OF 376.98 FEET; THENCE SOUTH $71^{\circ} 49' 45''$ WEST, ALONG SAID NORTH LINE OF LOT 45, AND ALONG THE NORTH LINE OF LOTS 46, 47, 48, 49, 50, 51 AND 52, SAID WESTCHASE MANOR, A DISTANCE OF 406.41 FEET; THENCE SOUTH $88^{\circ} 59' 56''$ WEST, CONTINUING ALONG SAID NORTH LINE OF LOT 52, TO AND ALONG THE NORTHERLY TERMINUS OF BEATLE BOULEVARD (A 50 FOOT RIGHT OF WAY), A DISTANCE OF 98.18 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN THE WESTERLY RIGHT OF WAY LINE OF SAID BEATLE BOULEVARD, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 34.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID

ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $04^{\circ} 55' 52''$ WEST, 34.55 FEET; THENCE SOUTH $00^{\circ} 31' 38''$ WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 24.58 FEET TO A POINT AT THE NORTHEAST CORNER OF PREVIOUSLY MENTIONED LOT 53, WESTCHASE MANOR; THENCE NORTH $89^{\circ} 28' 22''$ WEST, ALONG THE NORTHERLY LINE OF SAID LOT 53, A DISTANCE OF 150.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.96 ACRES, MORE OR LESS.

ARTICLES OF INCORPORATION

OF

WESTCHASE MANOR HOMEOWNERS' ASSOCIATION, INC.
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 I. NAME

The name of this corporation shall be:

WESTCHASE MANOR HOMEOWNERS' ASSOCIATION, INC. (hereinafter -- referred to as the "Association").

ARTICLE II. PURPOSE

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The purposes and object of the Association shall be to administer the operation and management of WESTCHASE MANOR, a residential development, (hereinafter "the Development") to be established upon that certain real property in Duval County, Florida, as described in that certain Declaration of Covenants, Conditions and Restrictions for WESTCHASE MANOR, which shall be recorded in the current public records, Duval County, Florida and to operate, maintain and manage the stormwater management system in a manner consistent with the St. Johns River Water Management Permit No. 4-031-0498A requirements and applicable District rules and to assist in the enforcement of the restrictions and covenants contained in the Declaration. Westchase Manor, Inc. is the developer (the "Developer") of the Development.

The Association does not contemplate pecuniary gain or profit to the members thereof and shall undertake and perform all acts and duties incident to the operation and management preservation and architectural control of the residence lots and common areas of the Development in accordance with the terms, provisions, and conditions of these Articles of Incorporation, the By-Laws of the Association and the Declaration.

ARTICLE III. 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 as the same may be amended from time to time as therein

provided, said Declaration being incorporated herein as if set forth in length.

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 Lots, Common Area and Maintenance Area, as such terms are defined in the Declaration.
2. Own, hold, improve, build upon, maintain, operate, lease, sell, manage, transfer, dedicate for public use, and otherwise dispose of and deal with such real and personal property as may be necessary or convenient in connection with the affairs of the Association.
3. 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.
4. Tax, levy, collect and enforce payment by all lawful means all charges or assessments against members of the Association and their Lots to defray the Common Expenses of the Development, as will be provided in the Declaration and the By-Laws, including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing,, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Common Area, the Maintenance Area and other property owned by the Association, which may be necessary or convenient in the operation and management of the Development and in accomplishing the purposes set forth in the Declaration, and to pay all expenses, including office expenses, licenses, taxes, or governmental charges levied or imposed against the property of the Association, incident to the conduct of business of the Association, and to pay the cost of maintenance and operation of the stormwater management system (including work performed in the retention areas, drainage structures and drainage easements).
5. Maintain, repair, replace, operate and manage the Common Area, Maintenance Area, including without limitation, the stormwater management system serving the Development (including but not limited to, retention areas, drainage structures and

drainage easements) and any property owned by the Association, including the right to **reconstruct** improvements after casualty and to further **improve** and add to the Maintenance Area and other property owned by the Association.

6. Contract for the management of the Development, the Common Area, the Maintenance Area and other property owned by the Association and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws.
7. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing the use of the Development which may hereafter be established.

ARTICLE IV. QUALIFICATION OF MEMBERS

The qualifications of members, manner of their admission to and termination of membership shall be as follows:

A. The owners (as defined in the Declaration and the By-Laws) of all Lots. in the Development shall be members of the Association, and no other persons or entities shall be entitled to membership, except the subscribers hereof.

B. A person shall become a Member by the acquisition of a vested present interest in the fee title to a Lot in the Development. The membership of any person or entity shall be automatically terminated upon his being divested of his title or interest in such Lot.

C. Transfer of membership shall be recognized by the Association upon its being provided with a certified copy of the recorded deed conveying such fee simple title to a Lot to the new Member.

D. If a corporation, partnership, joint venture or other entity is the fee simple title holder to a Lot, or the Lot is owned by more than one person, the Lot owner shall designate one person as the Member entitled to cast votes and/or to approve or disapprove matters as may be required or provided for in these Articles, the By-Laws or the Declaration.

E. Except as an appurtenance to his Lot, no Member can assign, hypothecate or transfer in any manner, his membership in the Association or his interest in the funds and assets of the Association. The funds and assets of the Association shall belong

solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and the By-Laws hereof.

ARTICLE V. VOTING

A. There shall be two classes of voting membership which classes are more fully defined in the Declaration and the By-Laws.

B. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each "Developed Lot" and for each "Undeveloped Lots Owned By Builders" (as such term is defined in the Declaration and By-Laws) in the Development. Such vote may be exercised or cast by the owner or owners in such manner as may be provided in the By-Laws of this Association. Should any Member own more than one Lot, each Member shall be entitled to exercise or cast one vote for each such Lot, in the manner provided for in the By-Laws. Notwithstanding the foregoing, the Developer shall have the right to cast the number of votes allocated to it in the Declaration and By-Laws for so long as it owns any "Undeveloped Lots" as defined in the Declaration and By-Laws or until its right to such votes terminates as provided in the Declaration.

C. Until the recordation of Declaration in the public records of Duval County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

ARTICLE VI. TERM OF EXISTENCE

Existence of this Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence.

ARTICLE VII. OFFICE

The principal office of the Association shall be 5175 Blanding Blvd., Jacksonville, Florida 32210, or such other place as the Board of Directors may designate.

ARTICLE VIII. BOARD OF DIRECTORS

A. The business affairs of this Association shall be managed by the Board of Directors. The number of members of the first Board of Directors shall be two (2).

B. Subject to the Declaration, the Board of Directors shall be elected by the Members of the Association from among the membership at the annual membership meeting as 'provided in the By-Laws; provided, however, that the Developer shall have the right to elect all of the Directors on the Board subject to the following:

1. Lot owners other than the Developer shall be entitled to elect a majority of the Members of the board of Directors when the Developer has conveyed one hundred percent (100%) of the Lots or at such earlier time as the Developer may elect to voluntarily relinquish control of the Board of Directors, at Developer's sole option.

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

<u>Director</u>	<u>Address</u>
Edward L. Toney	2815 Evercharm Place Jacksonville, Florida 32257
Julie T. Kelley	3856 Chappelgate Road Jacksonville, Florida 32223

ARTICLE IX. 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 directors of the Board of Directors.

B. Officers of the Association may be compensated in the manner to be provided in the By-Laws. 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 Development and 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 persons who are to serve as officers of the Association until their successors are chosen are:

<u>Officer</u>	<u>Name</u>
President	Edward L. Toney
Vice President	Julie T. Kelley
Secretary/Treasurer	Julie T. Kelley

D. The officers shall be elected by the Board of Directors at their annual meeting as provided in the By-Laws. 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, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by same person. Officers shall be elected annually.

ARTICLE X. BY-LAWS

A. The Board of Directors shall adopt by a majority vote the original By-Laws of the Association.

B. The By-Laws may be amended in accordance with the procedures set forth in the By-Laws.

ARTICLE XI. AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended as follows:

1. Amendments shall be proposed by a majority of the Board of Directors.
2. The President, or acting Chief Executive Officer of the Association in the absence of the President, shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the date on which the Board of Directors approve the amendment proposal. Each Member shall be given written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. Such notice shall

be deemed properly given when deposited in the United States mail, addressed to the Member at his post office address as it appears on the records of the Association. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of at least a majority of the members of each class entitled to vote and a majority vote of all members in order for such amendment or amendments to become effective. If so approved, a certified copy of the said amendment or amendments shall be filed in the Office of the Secretary of State of the State of Florida and recorded in the public records of 'Duval County, Florida.

ARTICLE XII. INDEMNITY

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon 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 willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for reimbursement or indemnification hereunder is based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests 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 XIII. NON-PROFIT STATUS

No part of the income of this corporation shall be distributed to the Members except upon dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

ARTICLE XIV. RULES OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system must be transferred

to and accepted by an entity which would comply with Section 40C-42.027 F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XV. SUBSCRIBERS

The names and addresses of the subscribers to these Articles are:

Edward L. Toney 2815 Evercharm Place
Jacksonville, Florida, 32257

Julie T. Kelley 611 Ponte Vedra Lakes Blvd.
Ponte Vedra Beach, Florida 32082

IN WITNESS **WHEREOF**, we, the undersigned subscribing incorporators have hereunto set our hands and seal this AvA day of February, 1997, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

EDWARD L. _____

IB T. KELLEY _____

STATE OF FLORIDA
COUNTY OF **DUVAL**

The foregoing ARTICLES OF INCORPORATION was acknowledged before me this ax⁷ day of February, 1997, by Edward L. Toney and Julie T. Kelley, as subscribers, who are personally known to me.

Notary Public
My Commission expires: 3-29

A'Y^b;N "OFFICIAL SEAL"
4 ;= Vera T. Herringdine
1 IN A' My Commission Expires 3/29/2000
44,14V00s Commission #CC 540028

**BYLAWS
OF
WESTCHASE MANOR HOMEOWNERS' ASSOCIATION, INC.**

**A corporation not for profit
under the laws of the State of Florida**

ARTICLE I

IDENTITY

These are the Bylaws of the **WESTCHASE MANOR HOMEOWNERS' ASSOCIATION, INC.** hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on _____

The Association has been organized for the purpose of performing the functions as are outlined in the covenants, conditions and restrictions as may be recorded, for all phases of Westchase Manor, a subdivision located in Duval County, Florida, including any amendments thereto (the "covenants"), and specifically for the purpose of the continual maintenance of the roads in the subdivision.

The Members of the Association shall be all lot owners, as more particularly defined in the covenants.

The office of the Association shall be at 5175 Blanding Blvd., Jacksonville, Florida, 32210, but may be changed from time to time, and meetings 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 fiscal year of the Association shall be the calendar year.

The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation. The seal shall be in the following form:

ARTICLE II

MEMBERS MEETINGS

A. Annual meeting. The annual members meeting shall be held at such location as shall be designated in the Notice of Meeting at 7:00 p.m. on the _____ of _____ of each year, beginning in 1997, for the purpose of electing directors and transacting business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. Special Meetings. Special meetings of the members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership. At a special meeting of the Members, the Association may only conduct that business and address those matters that were stated in the notice of the special meeting to be the purpose thereof.

C. Notices. Notice of all members' meeting stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed within the time frame as provided in the covenants. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. Quorum. A quorum at members' meetings shall be as provided in the covenants.

E. Voting Rights. The voting rights of the members shall be as specified in the covenants.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

G. Adjourned meetings may be rescheduled as provided in the covenants.

H. Order of Business. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

I. Written Consent and Joinder. In the event that any action is authorized to be taken by the Members at a meeting, it shall be permissible to approve such action by a written consent and joinder by the proportion of Members required to approve such action; provided, however, that notice of the Association's intent to seek written consent and joinder shall be sent to all Members in accordance with the notice provision herein.

ARTICLE III

DIRECTORS

A. Governing Body. The affairs of the Association shall be governed by a Board of Directors. Except as provided in paragraph B of this Article, the Directors must be owners and reside in Westchase Manor; provided, however, no person and his or her spouse may serve on the Board at the same time.

B. Directors Appointed. The names of the initial Directors are set forth in the Articles of Incorporation of the Association.

C. Number. The Board shall consist of five (5) members.

D. Term. The term of office of Directors shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

E. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve until the next annual meeting of the members.

F. Compensation. No Director shall receive compensation for any service he may render to the Association. However, a Director may be reimbursed for his actual expenses incurred in the performance of his duties.

G. Nomination. Nomination for election to the Board of Directors shall 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 Director, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the members. The committee shall nominate one (1) person for each Director then serving. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor.

H. Election. Election to the Board of Directors 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. The person receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

ARTICLE IV

MEETINGS OF DIRECTORS

A. Organization Meeting. The first meeting of the members of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

B. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

C. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

D. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

E. Quorum. A quorum at a Director's meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except

when approval by a greater number of Directors is required by the Articles of Incorporation or the Covenants or these By-laws.

F. Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

G. Action Taken Without a Meeting. The Board of Directors may take any action without a meeting which it could take at a meeting by obtaining the written consent and joinder of all Directors. Any action so taken shall have the same effect as though taken at a meeting of the Directors.

H. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

I. Presiding Officer. The presiding officer at a Directors' meeting shall be the Chairman of the Board if such an officer has been elected; and, if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

ARTICLE V

POWER AND DUTIES OF BOARD OF DIRECTORS

Subject to the provisions of the Covenants, the Board of Directors shall have the following powers and duties:

A. 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 in the Covenants or Articles of Incorporation;

B. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

C. Employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to prescribe the duties and compensation of any such employee, and to provide for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

D. Prepare and adopt an annual budget in which there shall be established the contribution of each Owner to the common expenses, subject to the provisions in the covenants;

E. Make assessments to defray the common expenses, establish the means and methods of collecting such assessments, and establish the period of the installment payments of the annual assessment, send written notice of each assessment to every owner subject thereto, and to file and foreclose liens against any property for which assessments are not paid, all as provided in the Covenants;

F. Provide for the operation, care, upkeep and maintenance of all areas which are the maintenance responsibility of the Association, as set forth in the covenants;

G. Collect the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to administer the Association;

H. Open bank accounts on behalf of the Association and designate the signatories required;

I. Enforce by legal means the provisions of the Covenants and these Bylaws, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

J. Pay the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

K. Keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specify the maintenance and repair expenses and any other expenses incurred, which books and records shall be open for inspection by any of the members at reasonable times and upon reasonable notice;

L. Contract with any person or entity for the performance of various duties and functions;

M. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

N. Cause any or all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

O. To present to the members at the annual meeting, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, a statement of all acts and corporate affairs;

P. To oversee the common areas, enforce rules and regulations, and such other duties relating to the common areas as may be necessary from time to time.

ARTICLE VI

OFFICERS AND THEIR DUTIES

A. Enumeration of Offices. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. The President and Treasurer shall be elected from among the members of the Board of Directors.

B. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

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

D. 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.

E. 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.

F. 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 vacancy.

G. 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 D of this Article.

H. Duties. The duties of the officers are as follows:

President

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association. He shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

The Vice President shall act in the place and stead of the President in the event of the President's absence or inability to act, shall assist the President generally, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

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

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 of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; upon request of the Board of Directors, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

In addition, the Treasurer shall, when requested on behalf of any lot owner, furnish a certificate setting forth whether or not the assessments on a specified lot have been paid, which certificate shall be binding upon the Association as of the date of its issuance, as provided in the Covenants.

ARTICLE VII

COMMITTEES

The Association shall appoint an Architectural Control Committee as provided in the Covenants and a Nominating Committee as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

The foregoing was adopted as the By-laws of WESTCHASE MANOR HOMEOWNERS' ASSOCIATION, INC. a corporation not for profit under the laws of the State of Florida.

WESTCHASE MANOR

TAXES PAID THRU 1995
R.B.F.

PLAT BOOK **50** PAGE **86**
SHEET 1 OF 7 SHEETS

A REPLAT OF A PORTION OF TRACTS 1, 2, 3 & 4, BLOCK 1, SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT WIDE ROADWAY ADJACENT TO SAID TRACT 1, ACCORDING TO SAID PLAT.

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

PSD 94.028
CITY DEVELOPMENT #1674
CRC 6546.1

CAPTION :

A PORTION OF TRACTS 1, 2, 3 & 4, BLOCK 1, SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT WIDE ROADWAY ADJACENT TO SAID TRACT 1, ACCORDING TO SAID PLAT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE ON THE EAST LINE THEREOF SOUTH 00 DEGREES 09 MINUTES 43 SECONDS EAST 1297.88 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COLLINS ROAD EXTENSION, A 100 FOOT RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 2176, PAGE 435 OF SAID CURRENT PUBLIC RECORDS; THENCE ON LAST SAID LINE NORTH 89 DEGREES 28 MINUTES 22 SECONDS WEST 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ON LAST SAID LINE NORTH 89 DEGREES 28 MINUTES 22 SECONDS WEST 1275.59 FEET TO THE SOUTHEAST CORNER OF COLLINS LAKES ESTATES, ACCORDING TO PLAT BOOK 42, PAGES 98 AND 98A OF SAID CURRENT PUBLIC RECORDS; THENCE ON THE EAST LINE THEREOF NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 595.07 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 22 SECONDS EAST 150.11 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 38 SECONDS EAST 24.58 FEET; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 225.00 FEET, RUN A CHORD DISTANCE OF 34.55 FEET, THE BEARING OF SAID CHORD BEING NORTH 04 DEGREES 55 MINUTES 52 SECONDS EAST; THENCE NORTH 88 DEGREES 59 MINUTES 56 SECONDS EAST 98.18 FEET; THENCE NORTH 71 DEGREES 49 MINUTES 45 SECONDS EAST 406.41 FEET; THENCE NORTH 14 DEGREES 35 MINUTES 25 SECONDS EAST 524.48 FEET TO THE NORTH LINE OF SAID SECTION 32; THENCE ON LAST SAID LINE SOUTH 89 DEGREES 42 MINUTES 30 SECONDS EAST 422.54 FEET TO THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5995, PAGE 879; THENCE RUN THE FOLLOWING 3 COURSES ON THE WEST LINE OF LAST SAID LANDS: 1) SOUTH 00 DEGREES 09 MINUTES 43 SECONDS EAST 140.00 FEET; 2) SOUTH 89 DEGREES 42 MINUTES 30 SECONDS EAST 90.00 FEET; 3) SOUTH 00 DEGREES 09 MINUTES 43 SECONDS EAST 1157.76 FEET TO THE POINT OF BEGINNING, BEING 28.08 ACRES, MORE OR LESS, IN AREA.

- (2) THE LAKE/STORMWATER MANAGEMENT FACILITY (TRACT "A") SHOWN ON THIS PLAT IS NOT DEDICATED TO THE CITY OF JACKSONVILLE HEREBY. THE CITY OF JACKSONVILLE BY ACCEPTANCE OF THIS PLAT ASSUMES NO RESPONSIBILITY FOR THE REMOVAL OR TREATMENT OF AQUATIC PLANTS, ANIMALS, SOIL, CHEMICALS OR ANY OTHER SUBSTANCE OR THING THAT MAY EVEN BE OR COME WITHIN SAID LAKE/STORMWATER MANAGEMENT FACILITY (TRACT "A"), NOR ANY RESPONSIBILITY FOR MAINTENANCE OR PRESERVATION OF THE WATER PURITY, WATER LEVEL OR WATER DEPTH WHICH RESPONSIBILITIES SHALL BE THOSE OF WESTCHASE MANOR, INC.;
- (3) THE CITY OF JACKSONVILLE, ITS SUCCESSORS AND ASSIGNS, SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE CREATION, OPERATION, FAILURE OR DESTRUCTION OF WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEVELOPER OR ANY OTHER PERSON WITHIN THE AREA OF THE LANDS HEREBY PLATTED, OR OF THE LAKE/STORMWATER MANAGEMENT FACILITY (TRACT "A") SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE EXISTENCE OF THE LAKE/STORMWATER MANAGEMENT FACILITY (TRACT "A") AND THAT WHICH RETAINS IT TO EFFECT ADEQUATE DRAINAGE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REMOVE ANY WATER LEVEL CONTROL STRUCTURES OR ANY PART THEREOF.

WESTCHASE MANOR, INC., DEVELOPER AND OWNER OF THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL INDEMNIFY THE CITY OF JACKSONVILLE AND SAVE IT HARMLESS FROM SUITS, ACTION, DAMAGES AND LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE LAKE/STORMWATER MANAGEMENT FACILITY (TRACT "A") DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OF OMISSION OF WESTCHASE MANOR, INC., ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES WITHIN WESTCHASE MANOR. THIS INDEMNIFICATION SHALL RUN WITH THE LAND AND THE ASSIGNS OF WESTCHASE MANOR, INC., AND SHALL BE SUBJECT TO IT.

THOSE EASEMENTS DESIGNATED AS 'J.E.A.E.' ARE HEREBY IRREVOCABLY DEDICATED TO THE JACKSONVILLE ELECTRIC AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR ITS EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM.

THOSE EASEMENTS DESIGNATED AS 'J.E.A.E.' ARE HEREBY IRREVOCABLY DEDICATED TO THE JACKSONVILLE ELECTRIC AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM; PROVIDED HOWEVER, THAT NO PARALLEL UTILITIES MAY BE INSTALLED WITHIN SAID EASEMENTS.

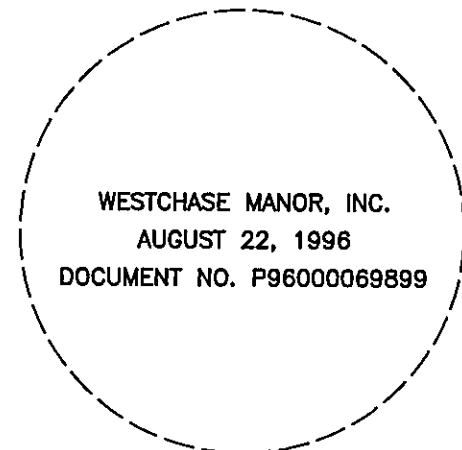
ALL PRIVATE UTILITY EASEMENTS SHALL REMAIN PRIVATE.

IN WITNESS THEREOF, WESTCHASE MANOR, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY EDWARD L. TONEY, ITS PRESIDENT.

WESTCHASE MANOR, INC.

BY: Edward L. Toney
EDWARD L. TONEY, PRESIDENT

WITNESS: John S. Adams Kimberly J. Baker
JOHN S. ADAMS KIMBERLY J. BAKER
PRINT NAME PRINT NAME



ACKNOWLEDGMENT :

STATE OF FLORIDA }
COUNTY OF DUVAL }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY EDWARD L. TONEY, PRESIDENT, ON BEHALF OF THE CORPORATION, WHO IS PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

THIS 28th DAY OF AUGUST, 1996

Thomas C. Mullis
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
THOMAS C. MULLIS
(PRINT NAME)

JAN. 23, 1997
MY COMMISSION EXPIRES
CC251674
COMMISSION NO.

OFFICIAL NOTARY SEAL
THOMAS C. MULLIS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC251674
MY COMMISSION EXP. JAN. 23, 1997

APPROVED FOR THE RECORD :

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED, ACCEPTED AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, PURSUANT TO CHAPTER 654, ORDINANCE CODE, THIS 28th DAY OF October, A.D., 1996.

BY: Sam E. Mann
DIRECTOR OF PUBLIC WORKS

CLERK'S CERTIFICATE : 96-221391

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY OF JACKSONVILLE, FLORIDA, AND SUBMITTED TO ME FOR RECORDING AND IS RECORDED IN PLAT BOOK 50, PAGES 86-86F OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. SIGNED THIS

21st DAY OF Oct. A.D. 1996

Henry W. Cook
HENRY W. COOK, CLERK OF THE CIRCUIT COURT

BY: M.Y. Odom
DEPUTY CLERK

SURVEYOR'S CERTIFICATE :

THIS IS TO CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED HEREON, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'s) HAVE BEEN PLACED AS SHOWN ON SAID PLAT ACCORDING TO THE LAWS OF THE STATE OF FLORIDA, THAT PERMANENT CONTROL POINTS (P.C.P.'s) WILL BE SET IN ACCORDANCE WITH SAID LAWS, THAT SAID SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND DIRECTION, AND THAT THIS PLAT COMPLIES WITH THE ZONING RULES AND REGULATIONS OF THE CITY OF JACKSONVILLE, FLORIDA, NOW IN EFFECT.

SIGNED THIS 28th DAY OF AUGUST, 1996

Thomas C. Mullis
THOMAS C. MULLIS
FLORIDA CERTIFICATE No. 3593
McKEE, EILAND & MULLIS LAND SURVEYORS, INC.
1246 HIGHWAY No. 17
ORANGE PARK, FLORIDA
32073



PREPARED BY:
McKEE, EILAND AND MULLIS
LAND SURVEYORS, INC.
1246 HIGHWAY NO. 17
ORANGE PARK, FLORIDA 32073

PHONE (904) 264-9811

Approved 11/17/96
Date
[Signature]
City Engineer
for Director of Public Works
Approved 10/18/96
Date
[Signature]
for General Counsel

ADOPTION AND DEDICATION:

THIS IS TO CERTIFY THAT WESTCHASE MANOR, INC., A CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOWN AS WESTCHASE MANOR, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS. ALL ROADWAYS AND UNOBSTRUCTED EASEMENTS FOR DRAINAGE AS SHOWN HEREON ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CITY OF JACKSONVILLE. ITS SUCCESSORS AND ASSIGNS. WESTCHASE MANOR, INC., ITS SUCCESSORS AND ASSIGNS SHALL RETAIN FEE SIMPLE OWNERSHIP OF TRACTS "A" AND "B" SHOWN HEREON. THE DRAINAGE EASEMENT OVER THE LAKE/STORMWATER MANAGEMENT FACILITY (TRACT "A") SHOWN ON THIS PLAT IS HEREBY IRREVOCABLY DEDICATED TO THE CITY OF JACKSONVILLE, ITS SUCCESSORS AND ASSIGNS, AND IS SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND:

- (1) THE DRAINAGE EASEMENTS HEREBY DEDICATED SHALL PERMIT THE CITY OF JACKSONVILLE, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID LAKE/STORMWATER MANAGEMENT FACILITY (TRACT "A"), ALL WATER WHICH MAY COME UPON ALL ROADS, HEREBY DEDICATED, TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS AND ALL OTHER SUBSTANCES WHICH MAY FLOW OR PASS FROM ROADS; FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID LAKE/STORMWATER MANAGEMENT FACILITY (TRACT "A"), WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF THE CITY OF JACKSONVILLE, ITS SUCCESSORS AND ASSIGNS FOR ANY DAMAGE, INJURIES OR LOSS TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OR USE OF THESE DRAINAGE EASEMENTS BY THE CITY OF JACKSONVILLE, ITS SUCCESSORS AND ASSIGNS;

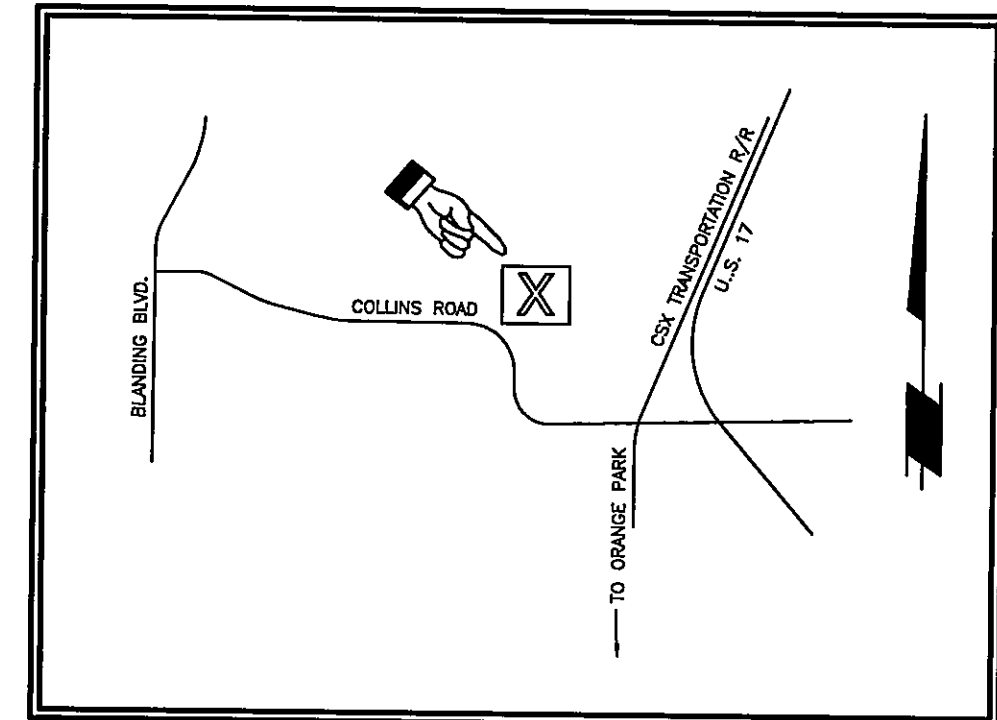
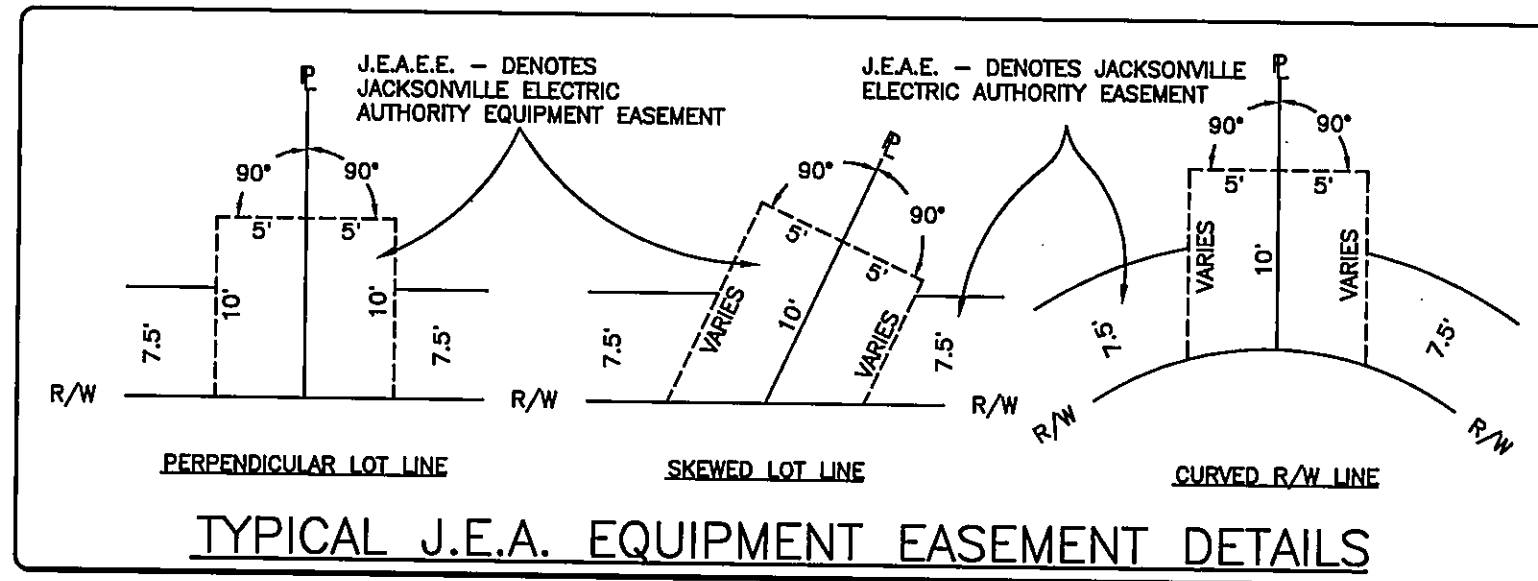
(CONTINUED)

WESTCHASE MANOR

A REPLAT OF A PORTION OF TRACTS 1, 2, 3 & 4, BLOCK 1, SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT WIDE ROADWAY ADJACENT TO SAID TRACT 1, ACCORDING TO SAID PLAT.

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

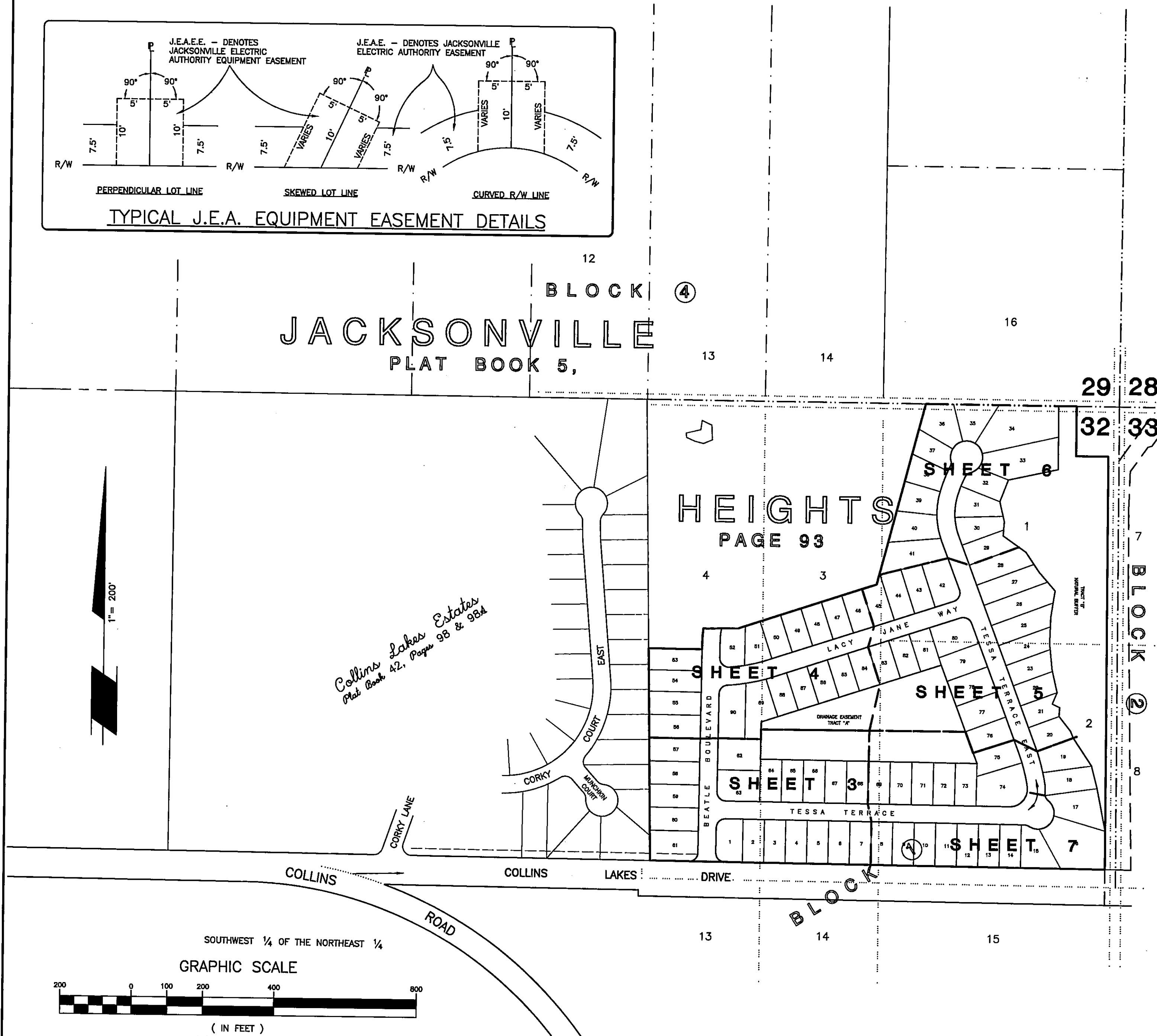
PLAT BOOK **50** PAGE **86A**
SHEET 2 OF 7 SHEETS



GENERAL LOCATION SKETCH

JACKSONVILLE
PLAT BOOK 5,

HEIGHTS
PAGE 93



GENERAL NOTES

- 1) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N 89° 28' 22" W FOR THE NORTH LINE OF COLLINS LAKES DRIVE.
- 2) CERTAIN EASEMENTS ARE RESERVED FOR THE EXCLUSIVE USE OF THE JACKSONVILLE ELECTRIC AUTHORITY (J.E.A.) IN CONJUNCTION WITH THE UNDERGROUND ELECTRICAL SYSTEM.
- 3) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 4) ALL LOTS SHOWN HEREON ARE WITHIN FLOOD ZONE "X" ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 120077 0150 E, DATED 8/15/89.
- 5) ALL EASEMENTS SHOWN HEREON ARE FOR DRAINAGE, UNLESS NOTED OTHERWISE.
- 6) 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 AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
- 7) THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNOBSTRUCTED EASEMENTS SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY PERMANENT IMPROVEMENTS WHICH MAY IMPEDE THE USE OF SAID EASEMENT BY THE CITY OF JACKSONVILLE. THE CONSTRUCTION OF DRIVEWAYS AND THE INSTALLATION OF FENCES, HEDGES AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL BY THE CITY AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND/OR REPLACEMENT OF SUCH ITEMS.
- 8) 'J.E.A.E.' DENOTES JACKSONVILLE ELECTRIC AUTHORITY EQUIPMENT EASEMENT. THESE EASEMENTS SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY IMPROVEMENTS THAT MAY IMPEDE THE USE AND ACCESS OF SAID EASEMENT BY THE JACKSONVILLE ELECTRIC AUTHORITY.
- 9) 'J.E.A.' DENOTES JACKSONVILLE ELECTRIC AUTHORITY EASEMENT. THESE EASEMENTS SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY PERMANENT IMPROVEMENTS WHICH MAY IMPEDE THE USE OF SAID EASEMENT BY THE JACKSONVILLE ELECTRIC AUTHORITY. THE INSTALLATION OF FENCES, HEDGES, AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL BY JACKSONVILLE ELECTRIC AUTHORITY AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND FOR REPLACEMENT OF SUCH ITEMS.

LEGEND

- CS= CURVE NUMBER FOR CURVE DATA TABLES
- (R)= LOT LINE RADIAL TO CURVE
- = 4" X 4" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET STAMPED "P.R.M. - RLS-3593"
- ⊙ = PERMANENT CONTROL POINT (P.C.P.) SET - STAMPED "P.C.P. - 3593"
- O.R.V.= OFFICIAL RECORDS VOLUME
- R/W= RIGHT-OF-WAY
- P.C.= POINT OF CURVATURE
- PT.= POINT OF TANGENCY
- P.C.C.= POINT OF COMPOUND CURVATURE
- R.P.= RADIUS POINT
- ⊕ = CENTERLINE
- A.C.O.E.= ARMY CORPS OF ENGINEERS JURISDICTION LINE
- D.E.P.= DEPARTMENT OF ENVIRONMENTAL PROTECTION JURISDICTION LINE
- P.I.= ANGLE POINT

VIEW: SHK
CADD: 21752P2

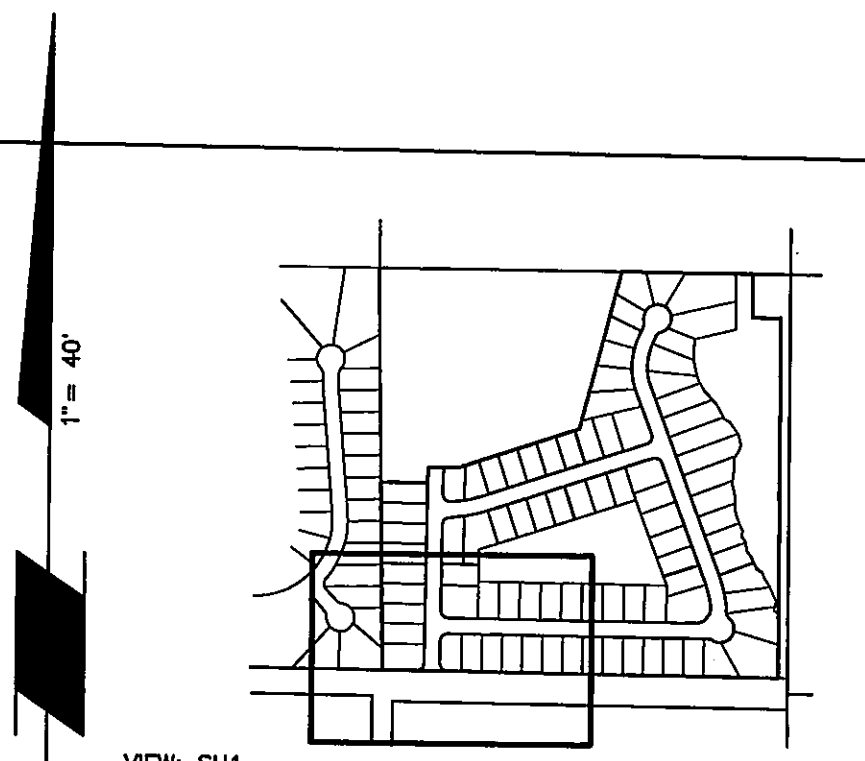
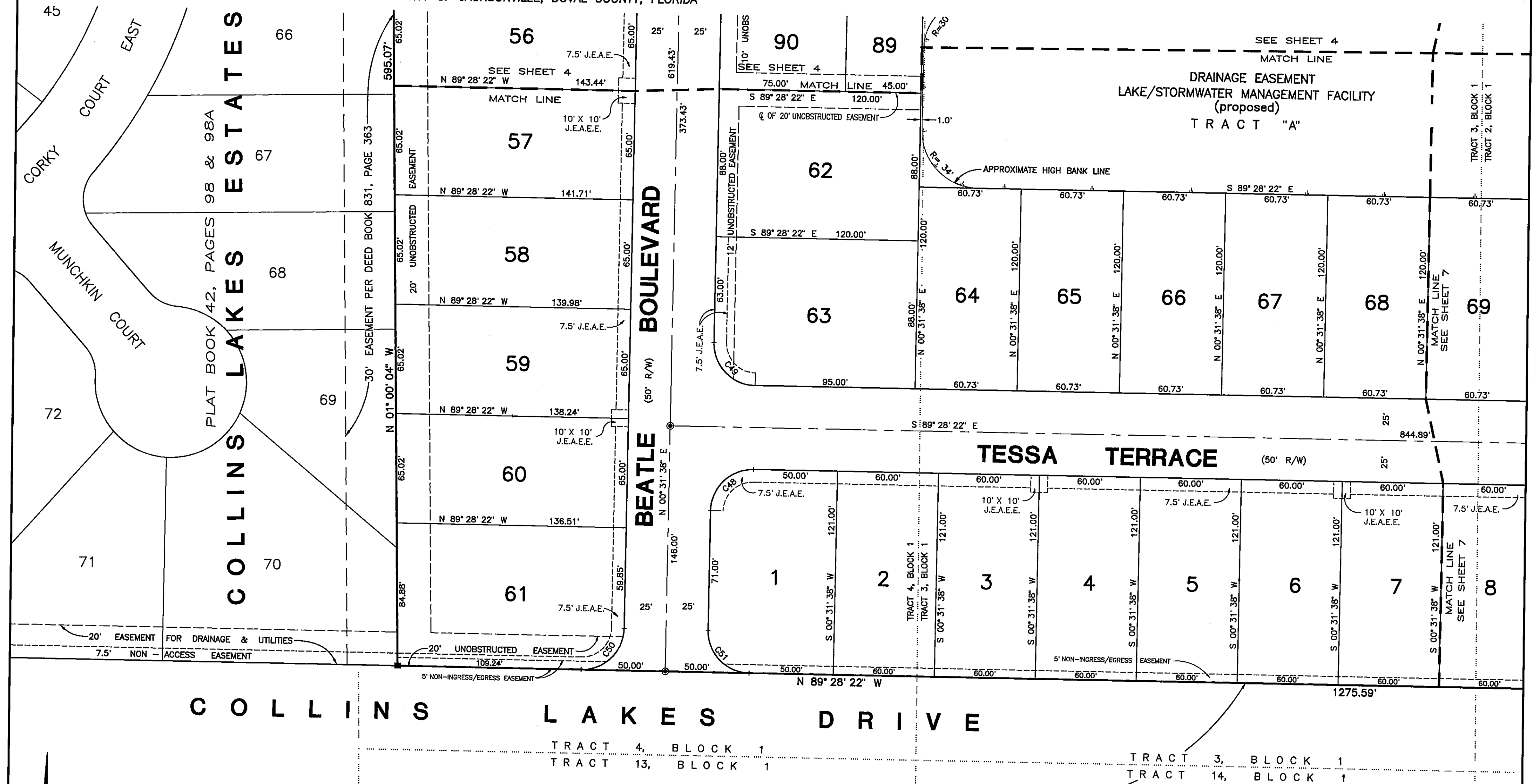
PREPARED BY:
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ORANGE PARK, FLORIDA

WESTCHASE MANOR

PLAT BOOK **50** PAGE **86B**
SHEET 3 OF 7 SHEETS

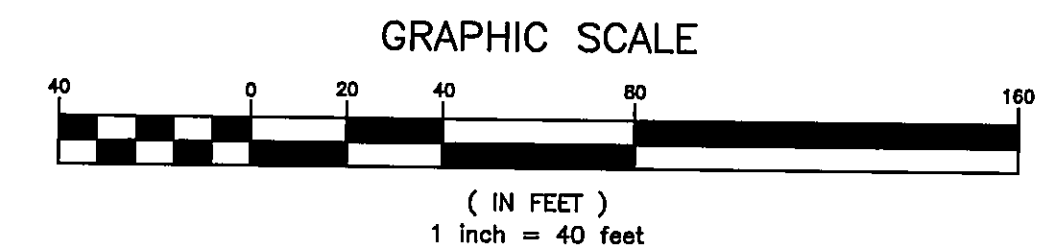
A REPLAT OF A PORTION OF TRACTS 1, 2, 3 & 4, BLOCK 1, SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT WIDE ROADWAY ADJACENT TO SAID TRACT 1, ACCORDING TO SAID PLAT.

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



VIEW: SH1
CADD: 21752P2

~ See Sheet 2 of 7 for General Notes & Legend ~



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C48	25.00'	39.27'	25.00'	35.36'	S 45° 31' 38" W	90° 00' 00"
C49	25.00'	39.27'	25.00'	35.36'	S 44° 28' 22" E	90° 00' 00"
C50	25.00'	39.27'	25.00'	35.36'	N 45° 31' 38" E	90° 00' 00"
C51	25.00'	39.27'	25.00'	35.36'	S 44° 28' 22" E	90° 00' 00"

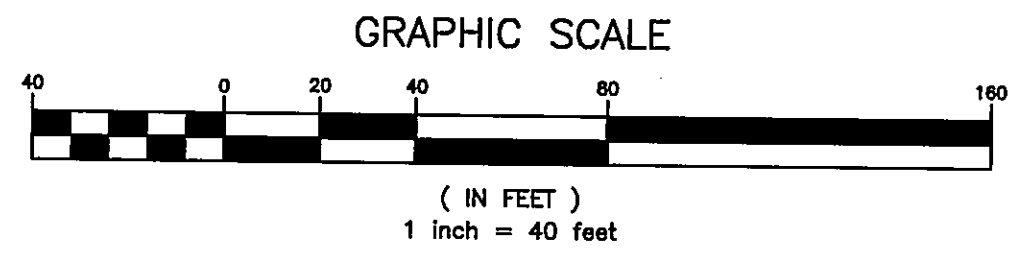
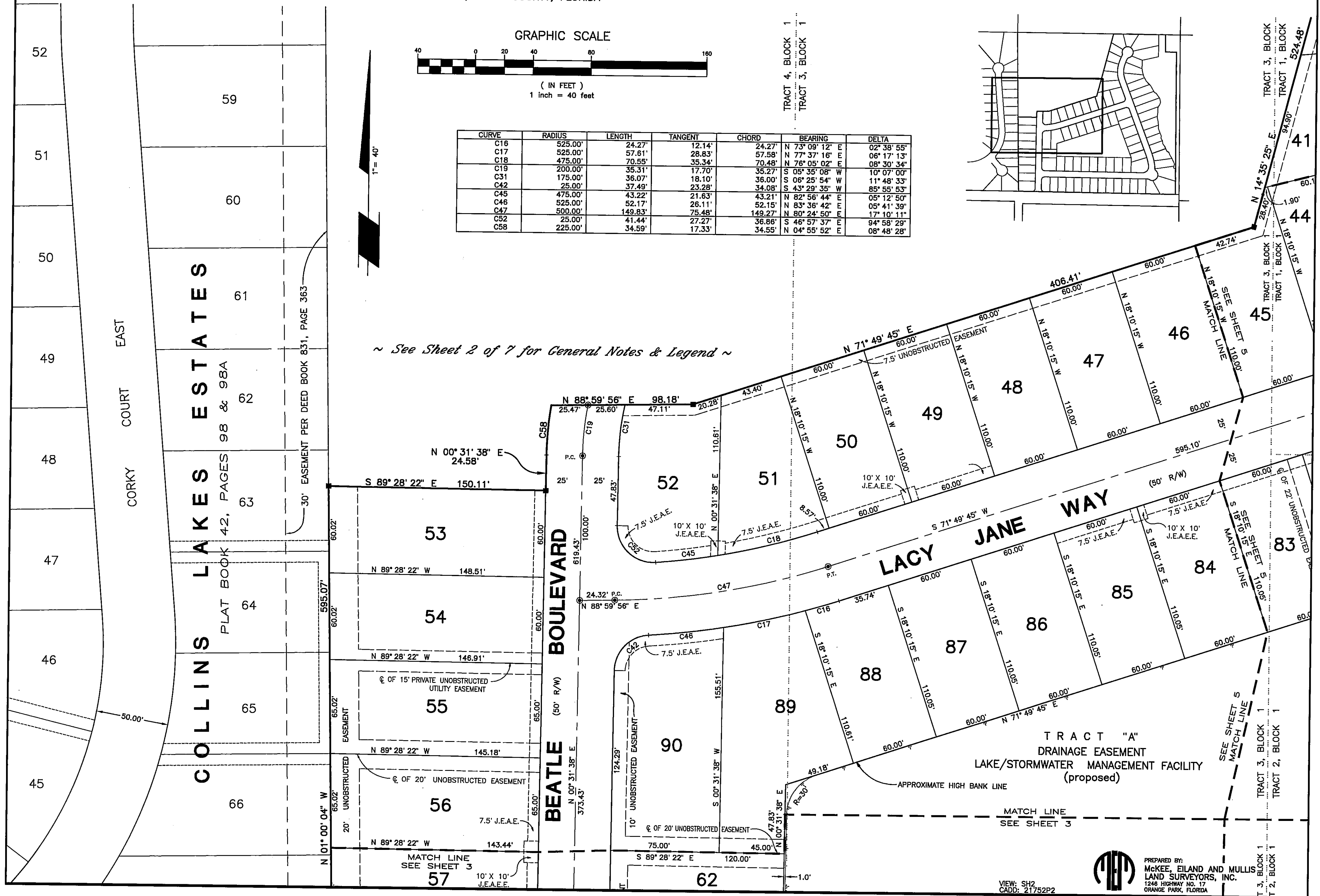
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ORANGE PARK, FLORIDA

WESTCHASE MANOR

PLAT BOOK **50** PAGE **86C**
SHEET 4 OF 7 SHEETS

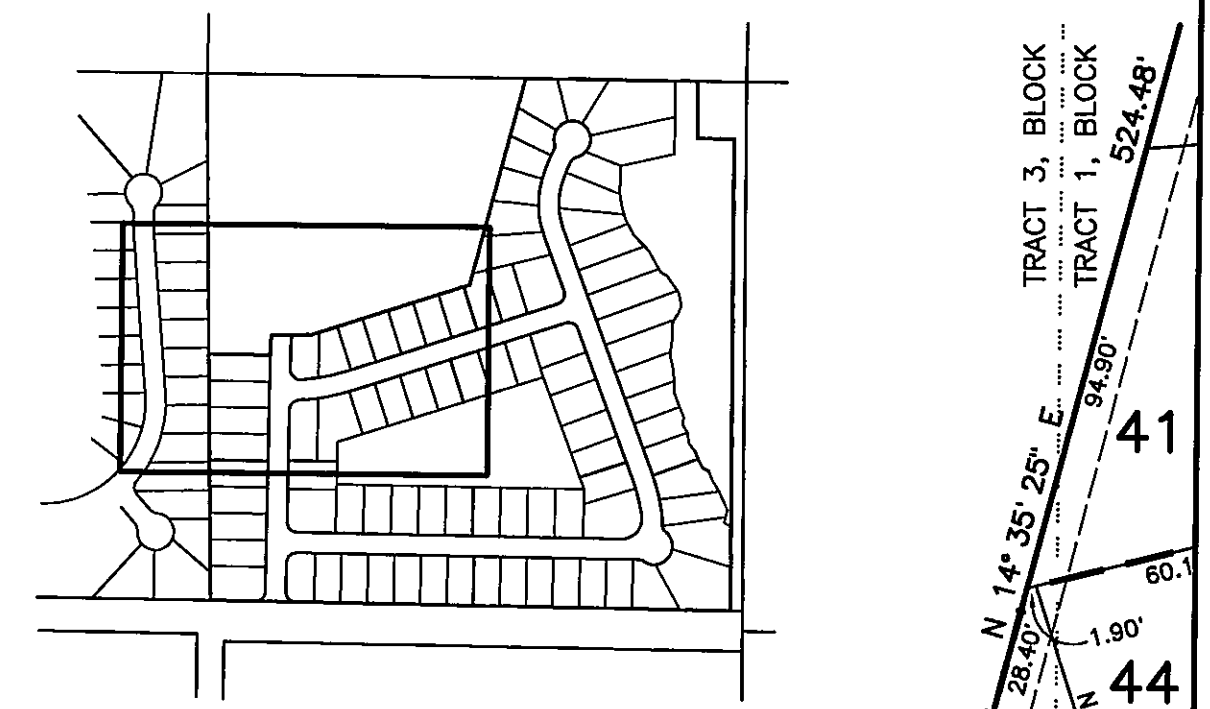
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CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C16	525.00'	24.27'	12.14'	24.27'	N 73° 09' 12" E	02° 38' 55"
C17	525.00'	57.61'	28.83'	57.58'	N 77° 37' 16" E	06° 17' 13"
C18	475.00'	70.55'	35.34'	70.48'	N 76° 05' 02" E	08° 30' 34"
C19	200.00'	35.31'	17.70'	35.27'	S 05° 35' 08" W	10° 07' 00"
C31	175.00'	36.07'	18.10'	36.00'	S 06° 25' 54" W	11° 48' 33"
C42	25.00'	37.49'	23.28'	34.08'	S 43° 29' 35" W	85° 55' 53"
C45	475.00'	43.22'	21.63'	43.21'	N 82° 56' 44" E	05° 12' 50"
C46	525.00'	52.17'	26.11'	52.15'	N 83° 38' 42" E	05° 41' 39"
C47	500.00'	149.83'	75.48'	149.27'	N 80° 24' 50" E	17° 10' 11"
C52	25.00'	41.44'	27.27'	36.88'	S 46° 57' 37" E	94° 58' 29"
C58	225.00'	34.59'	17.33'	34.55'	N 04° 55' 52" E	08° 48' 28"

~ See Sheet 2 of 7 for General Notes & Legend ~



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VIEW: SH2
CADD: 21752P2

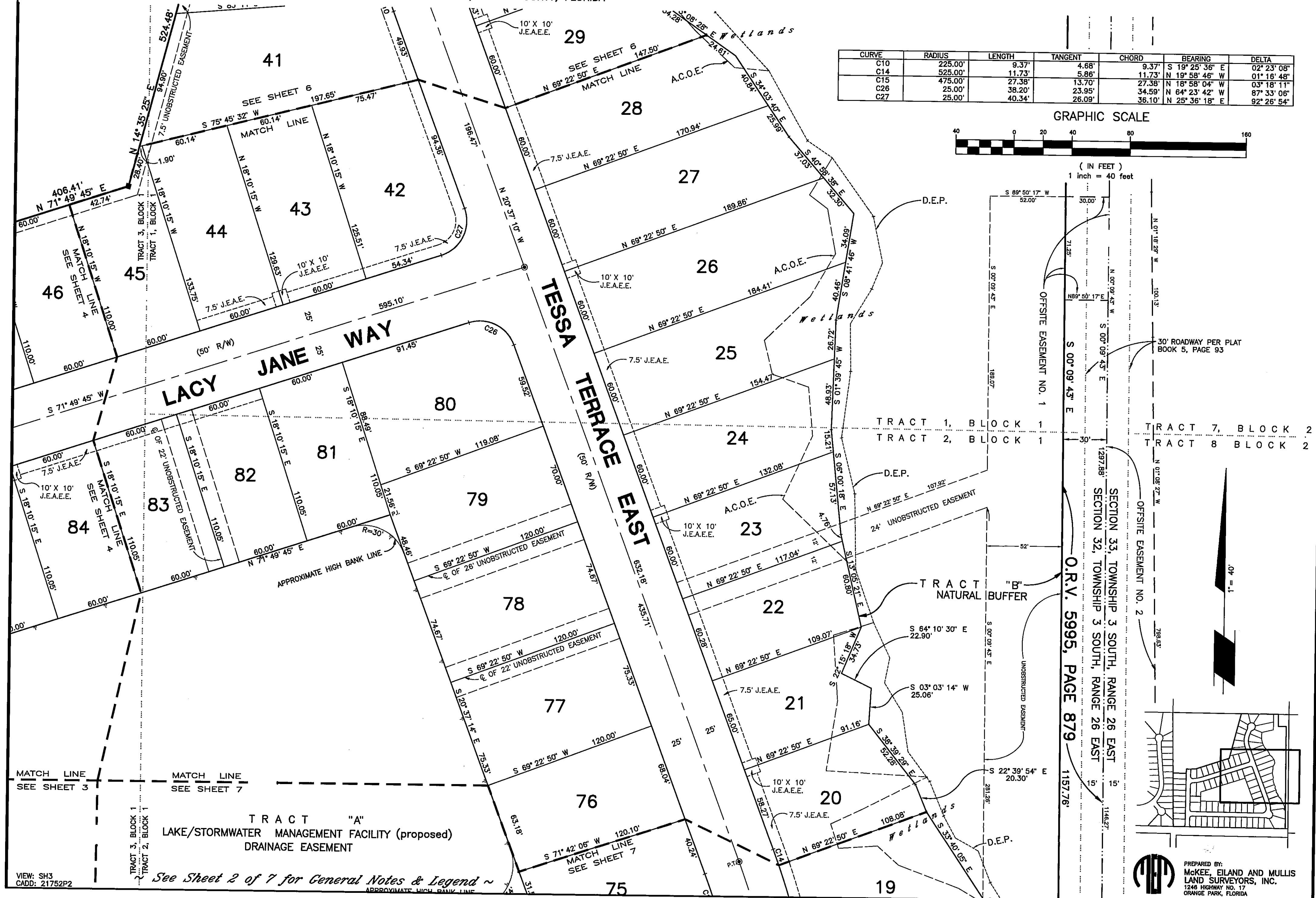
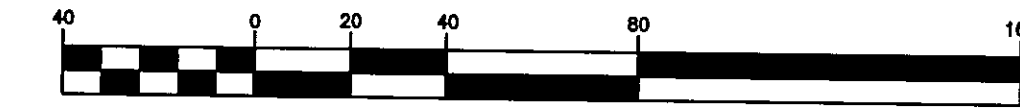
WESTCHASE MANOR

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CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C10	225.00'	9.37'	4.68'	9.37'	S 19° 25' 36" E	02° 23' 08"
C14	525.00'	11.73'	5.86'	11.73'	N 19° 58' 46" W	01° 16' 48"
C15	475.00'	27.38'	13.70'	27.38'	N 18° 58' 04" W	03° 18' 11"
C26	25.00'	38.20'	23.95'	34.58'	N 84° 23' 42" W	87° 33' 06"
C27	25.00'	40.34'	26.09'	36.10'	N 25° 36' 18" E	92° 26' 54"

GRAPHIC SCALE

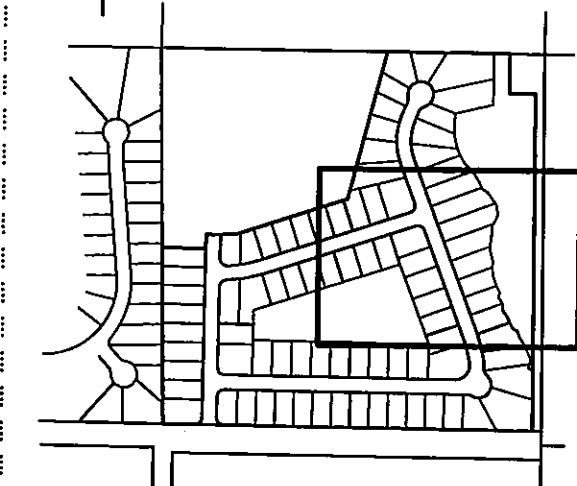
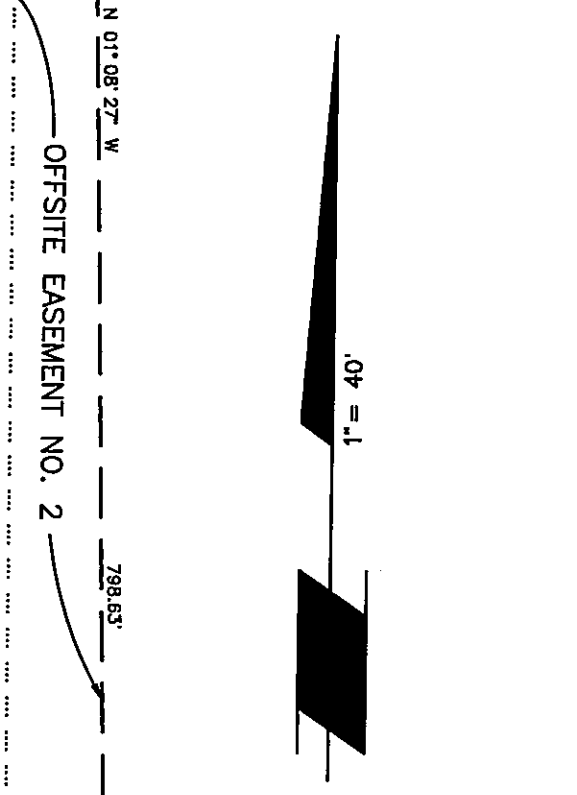


MATCH LINE SEE SHEET 3

TRACT "A"
LAKE/STORMWATER MANAGEMENT FACILITY (proposed)
DRAINAGE EASEMENT

See Sheet 2 of 7 for General Notes & Legend ~

VIEW: SH3
CADD: 21752P2

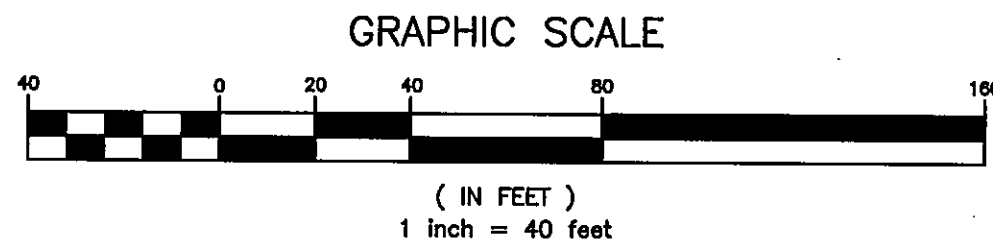


PREPARED BY:
McKEE, EILAND AND MULLIS
LAND SURVEYORS, INC.
1248 HIGHWAY NO. 17
ORANGE PARK, FLORIDA

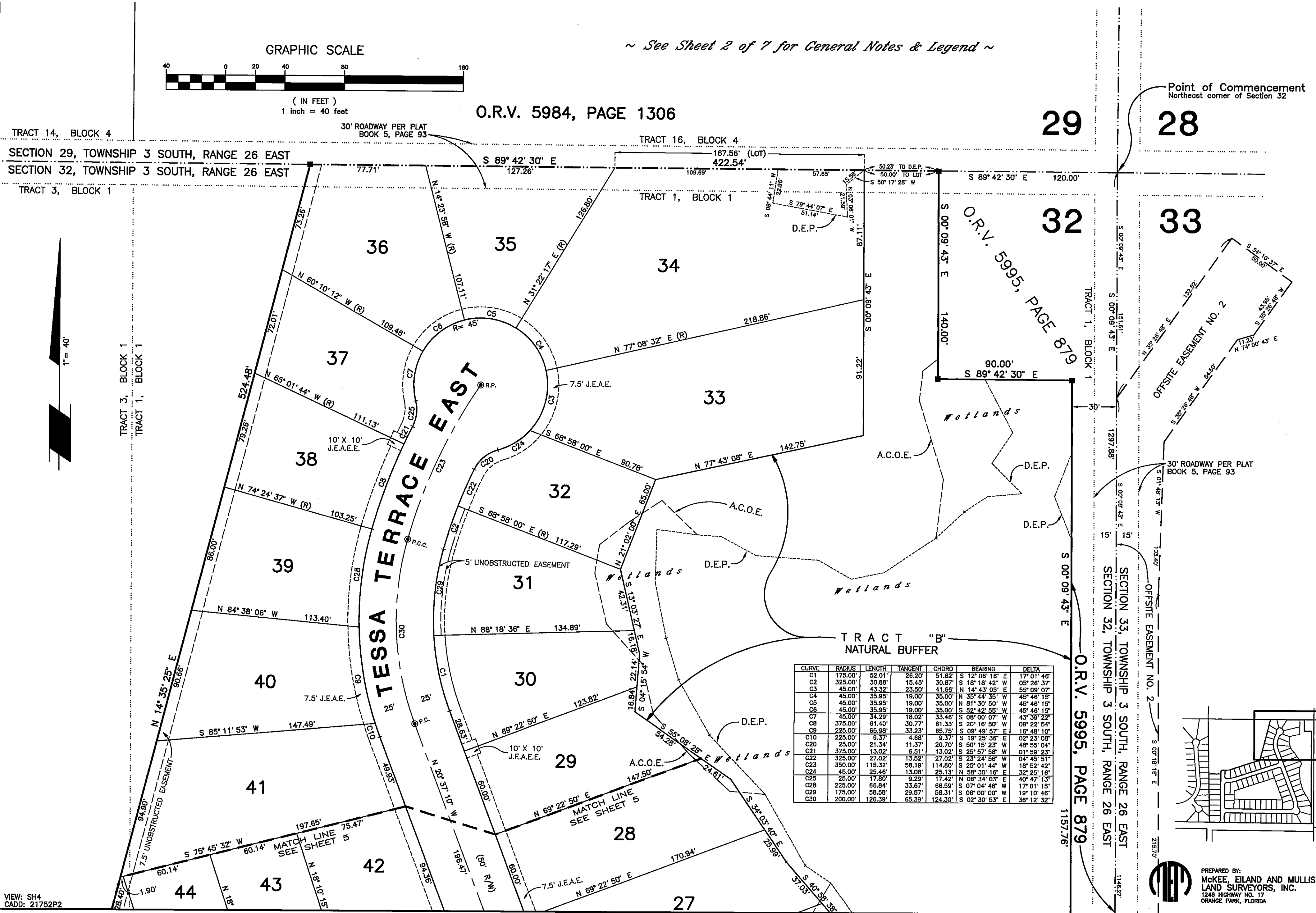
WESTCHASE MANOR

A REPLAT OF A PORTION OF TRACTS 1, 2, 3 & 4, BLOCK 1, SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT WIDE ROADWAY ADJACENT TO SAID TRACT 1, ACCORDING TO SAID PLAT.

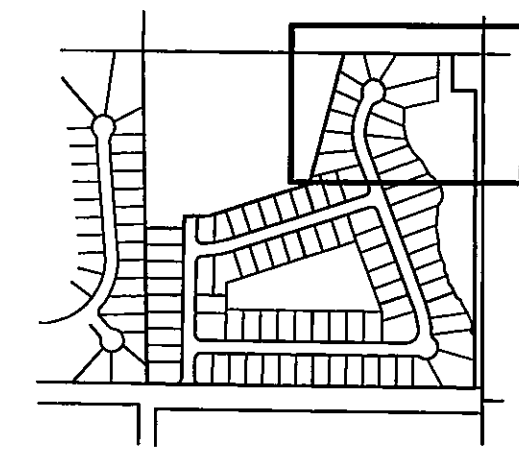
CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



~ See Sheet 2 of 7 for General Notes & Legend ~



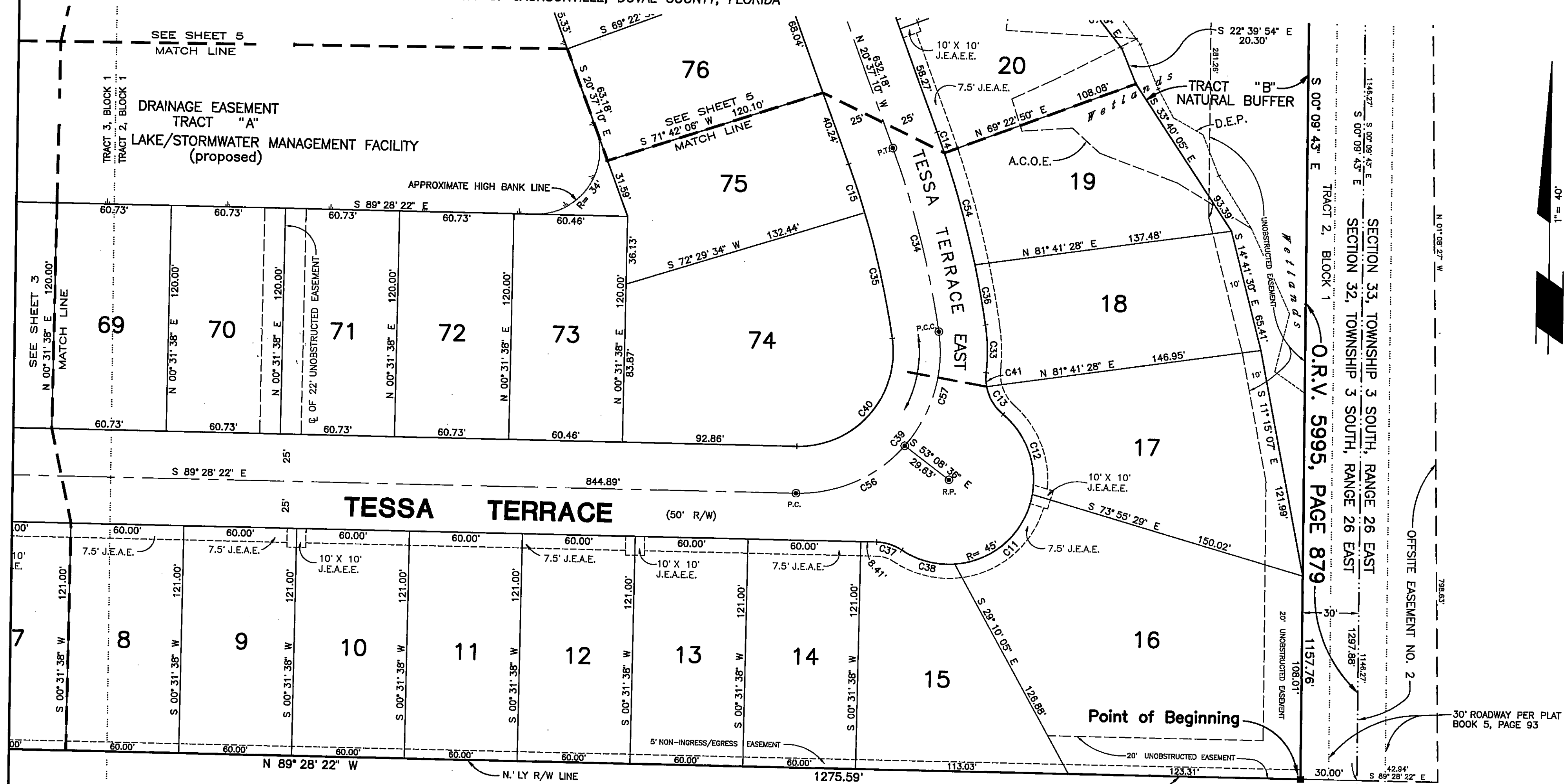
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	175.00'	52.01'	26.20'	51.82'	S 12° 08' 15" E	17° 01' 46"
C2	325.00'	30.88'	15.45'	30.87'	S 18° 18' 42" W	05° 26' 37"
C3	45.00'	43.32'	23.50'	41.66'	N 14° 43' 05" E	55° 09' 07"
C4	45.00'	35.95'	19.00'	35.00'	N 35° 44' 35" W	45° 46' 15"
C5	45.00'	35.95'	19.00'	35.00'	N 81° 30' 50" W	45° 46' 15"
C6	45.00'	35.95'	19.00'	35.00'	S 52° 42' 55" W	45° 46' 15"
C7	45.00'	34.29'	18.02'	33.46'	S 08° 00' 07" W	43° 39' 22"
C8	375.00'	61.40'	30.77'	61.33'	S 20° 16' 50" W	09° 22' 54"
C9	225.00'	65.98'	33.23'	65.75'	S 09° 49' 57" E	15° 48' 10"
C10	225.00'	9.37'	4.68'	9.37'	S 19° 25' 36" E	02° 23' 08"
C20	25.00'	21.34'	11.37'	20.70'	S 50° 15' 23" W	48° 55' 04"
C21	375.00'	13.02'	6.51'	13.02'	S 25° 57' 58" W	01° 59' 23"
C22	325.00'	27.02'	13.52'	27.02'	S 23° 24' 56" W	04° 45' 51"
C23	350.00'	115.32'	58.19'	114.80'	S 25° 01' 44" W	18° 52' 42"
C24	45.00'	25.46'	13.08'	25.13'	N 58° 30' 16" E	32° 25' 16"
C25	25.00'	17.80'	9.29'	17.42'	N 06° 34' 03" E	40° 47' 13"
C28	225.00'	66.84'	33.67'	66.59'	S 07° 04' 46" W	17° 01' 15"
C29	175.00'	58.58'	29.57'	58.31'	S 08° 00' 00" W	19° 10' 46"
C30	200.00'	126.39'	65.39'	124.30'	S 02° 30' 53" E	36° 12' 32"



WESTCHASE MANOR

A REPLAT OF A PORTION OF TRACTS 1, 2, 3 & 4, BLOCK 1, SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT WIDE ROADWAY ADJACENT TO SAID TRACT 1, ACCORDING TO SAID PLAT.

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

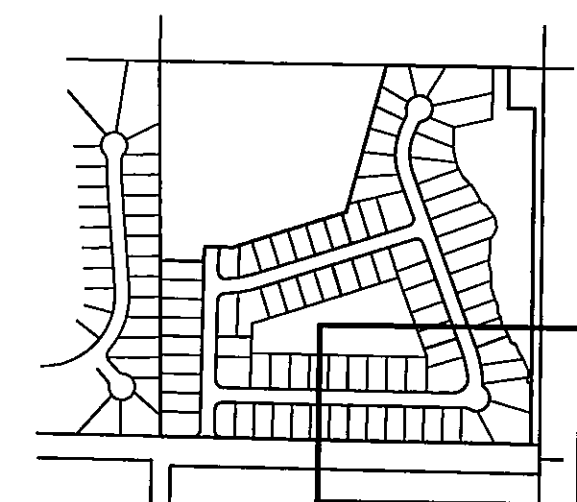
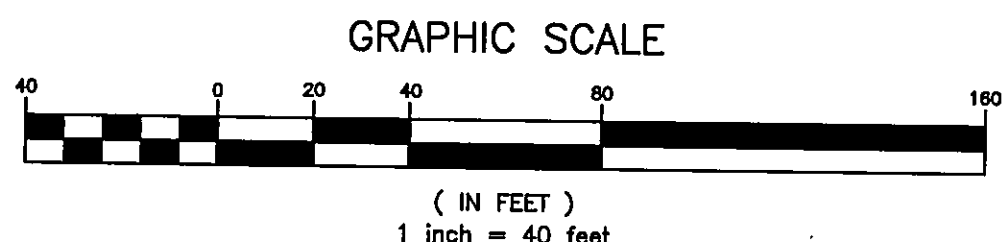


COLLINS LAKES DRIVE

TRACT 2, BLOCK 1
TRACT 15, BLOCK 1
100' R/W PER O.R.V. 2176, PAGE 435

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C11	45.00'	59.70'	35.16'	55.41'	N 47° 14' 32" E	76° 00' 29"
C12	45.00'	47.46'	26.20'	45.29'	N 20° 58' 28" W	60° 25' 32"
C13	25.00'	17.40'	9.07'	17.05'	S 31° 14' 57" E	39° 52' 34"
C14	525.00'	11.73'	5.86'	11.73'	N 19° 58' 46" W	01° 16' 48"
C15	475.00'	27.38'	13.70'	27.38'	N 18° 58' 04" W	03° 18' 11"
C33	500.00'	25.54'	12.84'	25.47'	N 01° 43' 41" W	14° 38' 06"
C34	475.00'	101.00'	50.67'	100.83'	N 14° 49' 56" W	11° 34' 26"
C35	475.00'	68.57'	34.34'	68.51'	N 13° 10' 51" W	08° 16' 16"
C36	525.00'	32.42'	16.21'	32.41'	N 10° 48' 51" W	03° 32' 16"
C37	25.00'	14.19'	7.29'	14.00'	N 73° 12' 47" W	32° 31' 09"
C38	45.00'	28.89'	15.41'	29.15'	S 75° 51' 13" E	37° 48' 00"
C39	75.00'	130.34'	88.71'	114.55'	N 40° 44' 27" E	99° 34' 21"
C40	50.00'	86.89'	59.14'	76.36'	N 40° 44' 27" E	99° 34' 21"
C41	25.00'	7.37'	3.71'	7.35'	S 02° 51' 39" E	16° 54' 03"
C54	525.00'	61.91'	30.99'	61.37'	N 15° 57' 40" W	06° 45' 22"
C56	75.00'	65.17'	34.80'	63.14'	S 65° 38' 03" W	49° 47' 11"
C57	75.00'	65.17'	34.80'	63.14'	S 15° 50' 52" W	49° 47' 11"

~ See Sheet 2 of 7 for General Notes & Legend ~



VIEW: SH5
CADD: 21725P2

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

WESTCHASE MANOR UNIT THREE

A REPLAT OF A PORTION OF TRACTS 1, 3 AND 4, BLOCK 1, SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT WIDE ROADWAY ADJACENT TO SAID TRACTS 1, 3 AND 4, ACCORDING TO SAID PLAT, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

CAPTION

A PORTION OF TRACTS 1, 3 AND 4, BLOCK 1, SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT WIDE ROADWAY ADJACENT TO SAID TRACTS 3 AND 4, BLOCK 1, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF LOT 53, AS SHOWN ON THE PLAT OF WESTCHASE MANOR AS RECORDED IN PLAT BOOK 50, PAGES 86 THROUGH 86F OF SAID CURRENT PUBLIC RECORDS AND RUN NORTH 00° 57' 08" WEST, ALONG THE EASTERLY BOUNDARY LINE OF COLLINS LAKES ESTATES AS RECORDED IN PLAT BOOK 42, PAGES 98 AND 98A, SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 697.73 FEET TO THE NORTHEAST CORNER OF LOT 56, SAID COLLINS LAKES ESTATES; THENCE SOUTH 89° 39' 34" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, A DISTANCE OF 375.28 FEET; THENCE SOUTH 53° 19' 20" EAST, A DISTANCE OF 185.31 FEET TO A POINT ON A CURVE; RUN THENCE IN SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 128.33 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69° 47' 31" EAST, 95.90 FEET; THENCE SOUTH 89° 25' 26" EAST, A DISTANCE OF 130.75 FEET TO A POINT ON THE WEST LINE OF LOT 38 OF SAID WESTCHASE MANOR; THENCE SOUTH 14° 38' 21" WEST, ALONG THE WEST LINE OF LOTS 38, 39, 40 AND 41, SAID WESTCHASE MANOR, AND ALONG THE NORTH LINE OF LOT 45, SAID WESTCHASE MANOR, A DISTANCE OF 376.98 FEET; THENCE SOUTH 71° 52' 41" WEST, ALONG SAID NORTH LINE OF LOT 45, AND ALONG THE NORTH LINE OF LOTS 46, 47, 48, 49, 50, 51 AND 52, SAID WESTCHASE MANOR, A DISTANCE OF 406.41 FEET; THENCE SOUTH 89° 02' 52" WEST, CONTINUING ALONG SAID NORTH LINE OF LOT 52, TO AND ALONG THE NORTHERLY TERMINUS OF BEATLE BOULEVARD (A 50 FOOT RIGHT OF WAY), A DISTANCE OF 98.18 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN THE WESTERLY RIGHT OF WAY LINE OF SAID BEATLE BOULEVARD, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 34.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04° 58' 38" WEST, 34.53 FEET; THENCE SOUTH 00° 34' 34" WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 24.60 FEET TO A POINT AT THE NORTHEAST CORNER OF PREVIOUSLY MENTIONED LOT 53, WESTCHASE MANOR; THENCE NORTH 89° 25' 26" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 53, A DISTANCE OF 150.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.96 ACRES, MORE OR LESS.

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT WESTCHASE MANOR, INC., A FLORIDA CORPORATION, IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOWN AS WESTCHASE MANOR UNIT THREE, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT, BEING MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS. ALL BOULEVARDS AND COURTS, AND EASEMENTS FOR DRAINAGE, AND UTILITIES, EXCEPT JEA WATER AND SANITARY EASEMENTS, AND ALSO, EXCEPT ALL PRIVATE EASEMENTS WHICH SHALL REMAIN PRIVATELY OWNED AND AND THE SOLE AND EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AS SHOWN HEREON, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CITY OF JACKSONVILLE, ITS SUCCESSORS AND ASSIGNS. THE DRAINAGE EASEMENTS OVER, UNDER, ACROSS AND THROUGH THE LAKE/STORMWATER MANAGEMENT FACILITY SHOWN ON THIS PLAT ARE HEREBY IRREVOCABLY DEDICATED TO THE CITY OF JACKSONVILLE, ITS SUCCESSORS AND ASSIGNS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND:

(1) THE DRAINAGE EASEMENTS HEREBY DEDICATED SHALL PERMIT THE CITY OF JACKSONVILLE, ITS SUCCESSORS, AND ASSIGNS, TO DISCHARGE INTO SAID LAKE/STORMWATER MANAGEMENT FACILITY, WHICH THESE EASEMENTS TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON ALL (BOULEVARDS AND COURTS), HEREBY DEDICATED, TOGETHER WITH ALL SUBSTANCES OR MATTER WHICH MAY FLOW OR PASS FROM (DRIVES, LANES, COURTS AND TRAIL), FROM ADJACENT LAND, OR FROM ANY OTHER SOURCE OF PUBLIC WATER INTO OR THROUGH SAID LAKE/STORMWATER MANAGEMENT FACILITY WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF THE CITY OF JACKSONVILLE, ITS SUCCESSORS, AND ASSIGNS, FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OR USE OF THESE DRAINAGE EASEMENTS BY THE CITY OF JACKSONVILLE, ITS SUCCESSORS, AND ASSIGNS;

(2) THE LAKE AND TREATMENT SYSTEMS SHOWN ON THIS PLAT ARE OWNED IN FEE SIMPLE TITLE BY THE ABUTTING OWNERS, THEIR SUCCESSORS AND ASSIGNS, AND ALL MAINTENANCE AND ANY OTHER MATTERS PERTAINING TO SAID LAKE/STORMWATER MANAGEMENT FACILITY ARE THE RESPONSIBILITY OF THE OWNER, ITS SUCCESSOR AND ASSIGNS. THE CITY OF JACKSONVILLE, BY ACCEPTANCE OF THIS PLAT, ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SAID LAKES AND TREATMENT SYSTEMS;

(3) THE CITY OF JACKSONVILLE, ITS SUCCESSORS, AND ASSIGNS, SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE CREATION, OPERATION, FAILURE, OR DESTRUCTION OF ANY WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEVELOPER OR ANY OTHER PERSON WITHIN THE AREA OF THE LAND HEREBY PLATTED OR OF THE LAKES AND TREATMENT SYSTEMS SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE WATER LEVEL INCLUDING THE REPAIR, REMOVAL OR REPLACEMENT OF THE LAKE/STORMWATER MANAGEMENT FACILITY AND THE CONTROL STRUCTURES TO EFFECT ADEQUATE DRAINAGE.

THE OWNER, ITS SUCCESSORS AND ASSIGNS OF THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL INDEMNIFY THE CITY OF JACKSONVILLE AND SAVE IT HARMLESS FROM SUITS, ACTIONS, DAMAGE, LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT, OR FROM THE LAKE/STORMWATER MANAGEMENT FACILITY DESCRIBED ABOVE, OR ANY PART THEREOF OR OCCASIONED WHOLLY OR IN PART BY ANY ACT OR OMISSION OF ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES WITHIN WESTCHASE MANOR UNIT THREE THIS INDEMNIFICATION SHALL RUN WITH THE LAND AND THE SUCCESSORS AND ASSIGNS OF THE OWNER AND SHALL BE SUBJECT TO IT.

THE UNDERSIGNED OWNER DOES HEREBY RESERVE UNTO ITSELF AND ASSIGNS, EASEMENTS OVER ALL THE LANDS DESIGNATED AS PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE MAINTENANCE RESPONSIBILITIES OF WHICH SHALL BE THOSE OF THE OWNER, ITS SUCCESSORS, AND ASSIGNS.

"THOSE EASEMENTS DESIGNATED AS "JEA E.E." ARE HEREBY IRREVOCABLY DEDICATED TO THE JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM."

"THOSE EASEMENTS DESIGNATED AS "JEA E." ARE HEREBY IRREVOCABLY DEDICATED TO THE JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM; PROVIDED HOWEVER, THAT NO PARALLEL UTILITIES MAY BE INSTALLED WITHIN SAID EASEMENTS."

IN WITNESS WHEREOF, WESTCHASE MANOR, INC., A FLORIDA CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND SEAL AFFIXED, THIS 15th DAY OF OCTOBER A.D., 2002.

Approved 12/4/02
(Date)
John P. Roggio
City Engineer
for Director of Public Works
Approved 12/4/02
(Date)
Shea Cooney
for General Counsel

APPROVED FOR THE RECORD

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED, ACCEPTED AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, PURSUANT TO CHAPTER 654, ORDINANCE CODE.

Alvin West
DIRECTOR OF PUBLIC WORKS
12-6-2002
DATE

CLERK'S CERTIFICATE # 2002353755

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND SUBMITTED TO ME FOR RECORDING AND IS RECORDED IN PLAT BOOK 55, PAGES 63-63B OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. THIS 15 DAY OF December A.D. 2002.

Jim Fuller
JIM FULLER, CLERK OF THE CIRCUIT
[Signature]
DEPUTY CLERK

PLAT CONFORMITY REVIEW

THIS PLAT HAS BEEN REVIEWED AND FOUND IN COMPLIANCE WITH PART 1, CHAPTER 177, FLORIDA STATUTES, THIS 4th DAY OF December, 2002.

BY: Glenn E. McGregor
GLENN E. MCGREGOR, PROFESSIONAL LAND SURVEYOR No. 4252, STATE OF FLORIDA

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS A CURRENTLY LICENSED AND REGISTERED LAND SURVEYOR IN AND BY THE STATE OF FLORIDA AND AS SUCH DOES HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND FURTHER CERTIFIES THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT PERMANENT CONTROL POINTS WILL BE SET ACCORDING TO THE REQUIREMENTS OF SAID CHAPTER 177. SIGNED THIS 7th DAY OF OCTOBER A.D., 2002.

RICHARD P. CLARSON & ASSOCIATES, INC. (LB 1704)
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA 32207
PHONE: (904) 396 2623

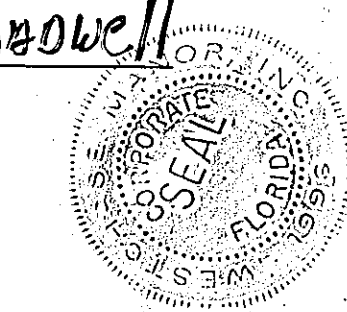
BY: Jose A. Hill, Jr.
JOSE A. HILL, JR.
REGISTERED LAND SURVEYOR
NO. 4487, STATE OF FLORIDA



Julie J. Kelley
WITNESS
Julie T. Kelley
PRINT NAME

WESTCHASE MANOR, INC.
A FLORIDA CORPORATION
Edward L. Toney
EDWARD L. TONEY
PRESIDENT

Richard T. Chowell
WITNESS
Richard T. Chowell
PRINT NAME



STATE OF FLORIDA COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15th DAY OF OCTOBER A.D., 2002, BY EDWARD L. TONEY, PRESIDENT OF WESTCHASE MANOR, INC., A FLORIDA CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, ON BEHALF OF THE CORPORATION FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND THAT HE AFFIXED HERETO THE OFFICIAL SEAL OF SAID CORPORATION. HE IS PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

Verat Herringdine
(SIGN)
Verat Herringdine
(PRINT NAME)
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. CC 920420
MY COMMISSION EXPIRES: 3-29-2004

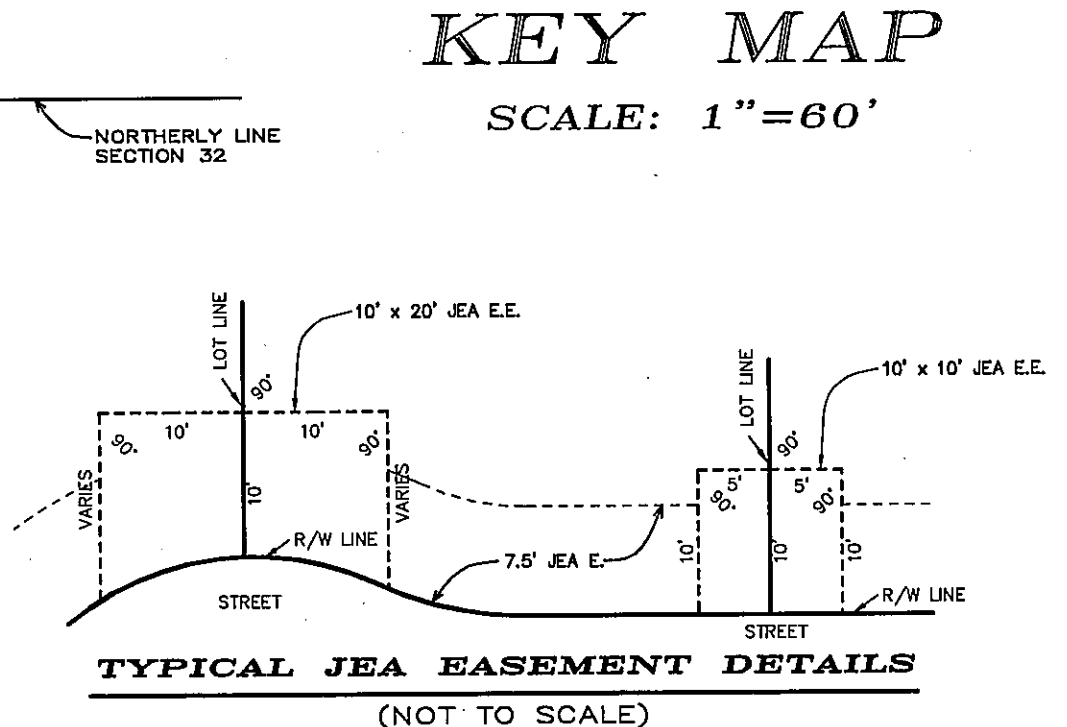
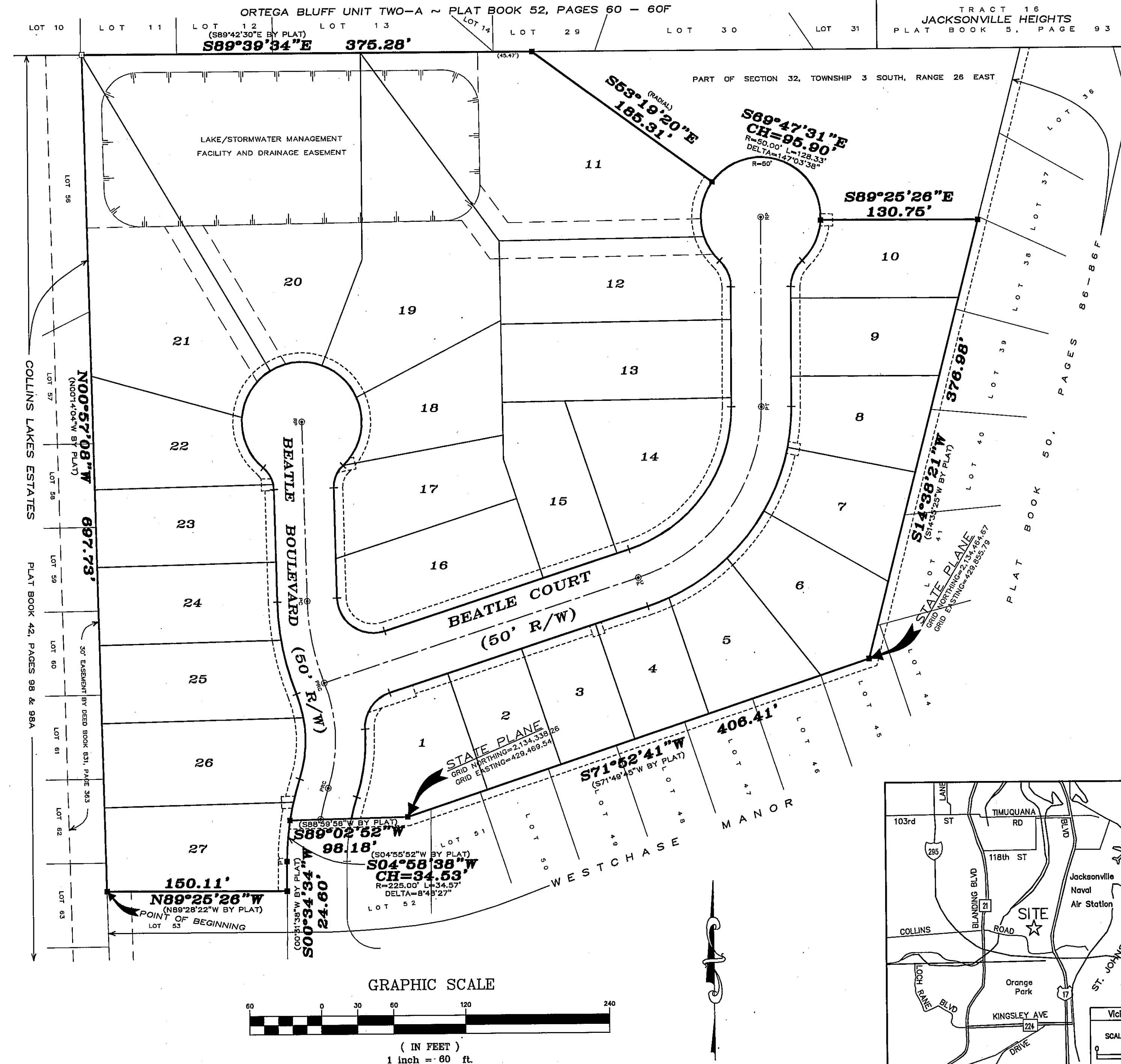


PSD-2001-001
DEVELOPMENT NO. 1674.3

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA, 32207
PHONE: 904-396-2623

WESTCHASE MANOR UNIT THREE

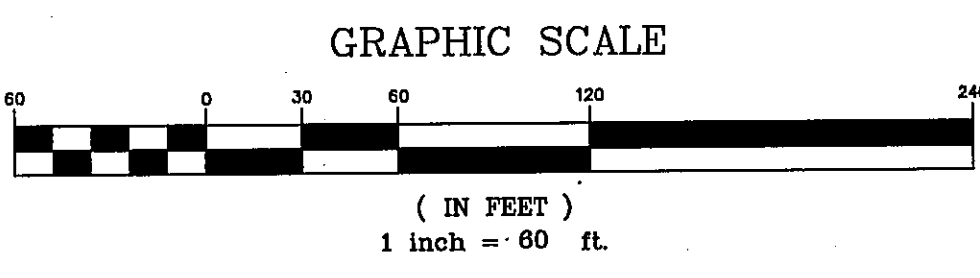
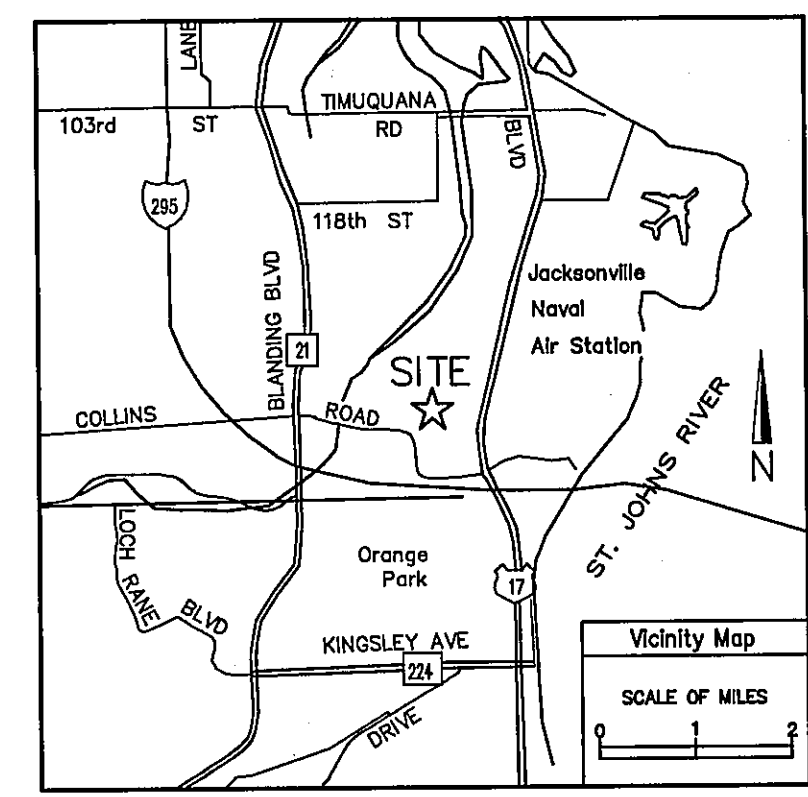
A REPLAT OF A PORTION OF TRACTS 1, 3 AND 4, BLOCK 1, SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT WIDE ROADWAY ADJACENT TO SAID TRACTS 1, 3 AND 4, ACCORDING TO SAID PLAT, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.



- NOTES:**
- CERTAIN DENOTED EASEMENTS ARE RESERVED FOR THE JEA FOR USE IN CONJUNCTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.
 - JEA EQUIPMENT EASEMENTS (JEA E.E.) SHALL REMAIN TOTALLY UNOBSERVED BY ANY IMPROVEMENTS THAT MAY IMPERE THE USE AND ACCESS OF SAID EASEMENTS ACCESS OF SAID EASEMENTS BY THE JEA.
 - JEA EASEMENTS (JEA E.) SHALL REMAIN TOTALLY UNOBSERVED BY ANY IMPROVEMENTS THAT MAY IMPERE THE USE OF SAID EASEMENTS BY THE JEA. THE INSTALLATION OF FENCES, HEDGES, AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL BY THE JEA AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND FOR THE REPLACEMENT OF SUCH ITEMS.
 - 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, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DUVAL COUNTY, FL.
 - BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (NAD 83). VALUES SHOWN ARE IN U.S. FEET AND DECIMALS.
 - THE TOP OF LAKE BANK SHOWN HEREON IS PER ENGINEERING PLANS ONLY, AND IS NOT CONSTRUED AS AN AS-BUILT LOCATION THEREOF.
 - THE EDGE OF THE LAKE/STORMWATER MANAGEMENT FACILITY AND DRAINAGE EASEMENT IS TO BE THE AS-BUILT LOCATION OF THE TOP OF BANK.
 - THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNOBSERVED EASEMENTS SHALL REMAIN TOTALLY UNOBSERVED BY ANY PERMANENT IMPROVEMENTS WHICH MAY IMPERE THE USE OF SAID EASEMENT BY THE CITY OF JACKSONVILLE. THE CONSTRUCTION OF DRIVEWAYS AND THE INSTALLATION OF FENCES, HEDGES, AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL BY THE CITY AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND/OR REPLACEMENT OF SUCH ITEMS.
 - THE EASEMENTS SHOWN HEREON AND DESIGNATED AS ACCESS/UNOBSERVED EASEMENTS SHALL REMAIN TOTALLY UNOBSERVED BY ANY IMPROVEMENTS THAT MAY IMPERE THE USE AND ACCESS OF SAID EASEMENT BY THE CITY OF JACKSONVILLE.
 - THE LANDS PLATTED HEREON ALL LIE WITHIN FLOOD ZONE "X" SCALED FROM THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY NUMBER 120077 PANEL NUMBER 0150E, SUFFIX E. THE FIRM INFORMATION AND DELINEATIONS ON THIS PLAT ARE VALID ONLY FOR DATES UP TO AND INCLUDING THE EFFECTIVE RECORDING DATE OF THE PLAT. THERE MAY HAVE BEEN SUBSEQUENT REVISIONS AFTER THIS DATE THAT WILL SUPERSEDE SAID INFORMATION. INQUIRES FOR THIS SHOULD BE MADE TO THE COMMUNITY'S FLOOD PLAN MANAGEMENT REPOSITORY, DEPARTMENT OF PUBLIC WORKS, CITY OF JACKSONVILLE.
 - CONTROL COORDINATES SHOWN ARE BASED ON FLORIDA STATE PLANE, EAST ZONE.

LEGEND:

■	SET PERMANENT REFERENCE MONUMENT (LB 1704)
⊕	FOUND PERMANENT REFERENCE MONUMENT (NO. 3593)
⊙	PERMANENT CONTROL POINT
C7	CURVE NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVE
POC	POINT ON CURVE
(R)	RADIAL LINE
—	POINT OF STREET NAME CHANGE
R	RADIUS
L	ARC LENGTH
CH	CHORD
RP	RADIUS POINT
R/W	RIGHT OF WAY
ORV	OFFICIAL RECORDS VOLUME
(109.00')	DISTANCE TO TRAVERSE LINE OR EASEMENT
JEA E.	JEA EASEMENT
JEA E.E.	JEA EQUIPMENT EASEMENT
P.U.D.E.	PRIVATE UNOBSERVED DRAINAGE EASEMENT



PSD-2001-001
DEVELOPMENT NO. 1674.3

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA, 32207
PHONE: 904-396-2623

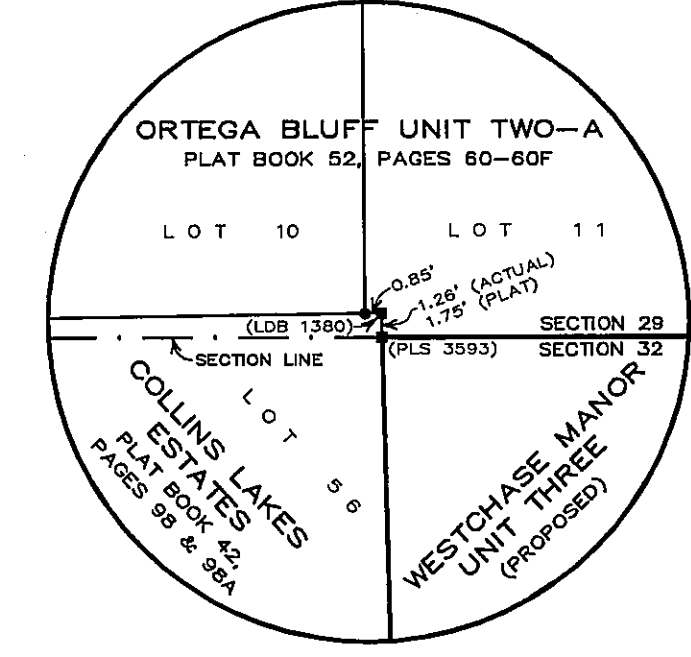
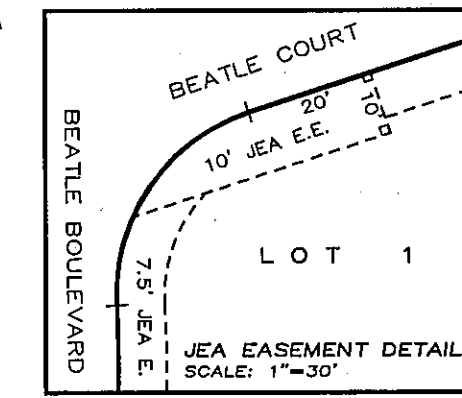
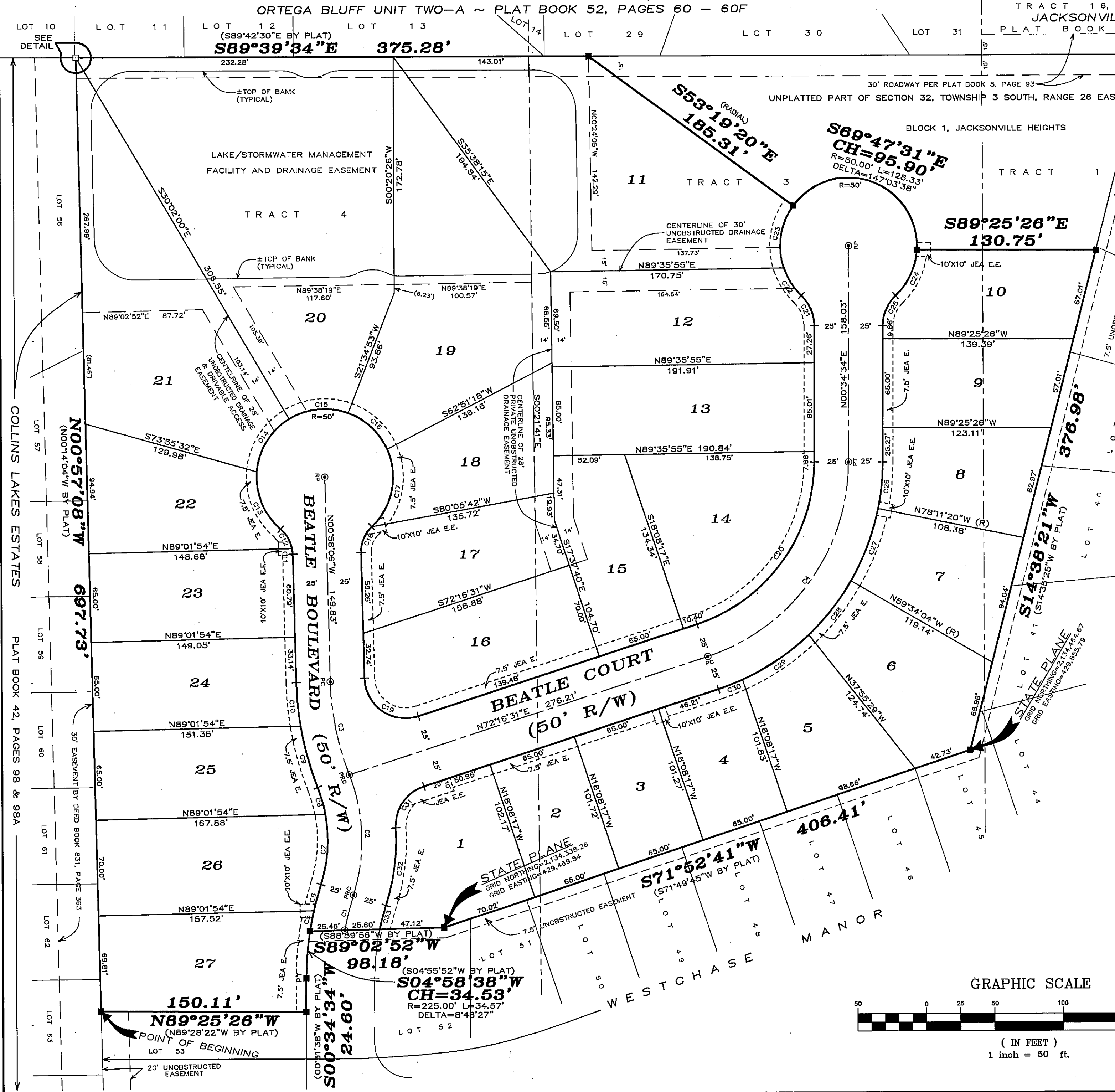
WESTCHASE MANOR UNIT THREE

A REPLAT OF A PORTION OF TRACTS 1, 3 AND 4, BLOCK 1, SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT WIDE ROADWAY ADJACENT TO SAID TRACTS 1, 3 AND 4, ACCORDING TO SAID PLAT, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

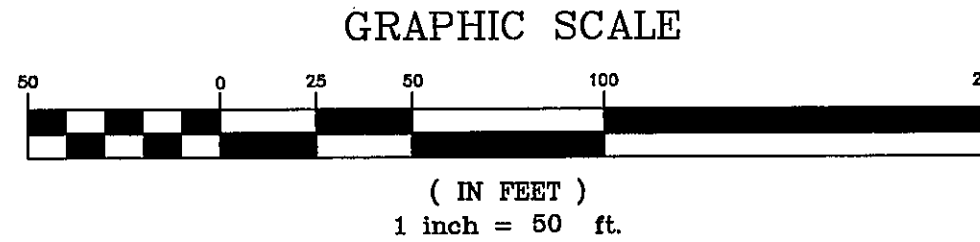
PLAT BOOK **55** PAGE **638**

SHEET 3 OF 3

NOTE: SEE SHEET 2 FOR GENERAL NOTES AND LEGEND



CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA	TANGENT
C1	26.69'	200.00'	S14°30'32"W	26.67'	7°38'43"	13.36'
C2	89.41'	130.00'	N01°22'20"W	87.66'	39°24'28"	46.56'
C3	69.84'	199.00'	S11°01'20"E	69.48'	20°06'28"	35.28'
C4	187.71'	150.00'	N36°25'32"E	175.70'	71°41'57"	108.38'
C5	15.26'	225.00'	S11°19'18"W	15.25'	3°53'13"	7.64'
C6	19.90'	225.00'	S12°47'54"W	19.89'	5°04'00"	9.95'
C7	51.69'	105.00'	N08°13'47"E	51.17'	28°12'14"	26.38'
C8	20.53'	105.00'	N15°28'27"W	20.50'	11°12'14"	10.30'
C9	46.65'	224.00'	S15°06'36"E	46.57'	11°55'56"	23.41'
C10	31.96'	224.00'	S05°03'22"E	31.94'	8°10'32"	16.01'
C11	4.23'	25.00'	N05°49'15"W	4.23'	9°42'19"	2.12'
C12	16.79'	25.00'	N29°54'57"W	16.48'	38°29'04"	8.73'
C13	47.22'	50.00'	S22°06'16"E	45.48'	54°08'25"	25.54'
C14	47.18'	50.00'	S31°58'58"W	45.45'	54°04'03"	25.51'
C15	44.37'	50.00'	S84°47'03"W	43.47'	51°32'07"	24.14'
C16	40.19'	50.00'	N46°25'10"W	39.12'	48°03'26"	21.25'
C17	61.62'	50.00'	N11°54'55"E	57.79'	70°36'44"	35.41'
C18	21.03'	25.00'	S23°07'36"W	20.41'	48°11'23"	11.18'
C19	55.90'	30.00'	S54°20'47"E	48.16'	106°45'23"	40.36'
C20	156.42'	125.00'	N36°25'32"E	146.42'	71°41'57"	90.32'
C21	24.38'	30.00'	N22°42'28"W	23.72'	46°34'03"	12.91'
C22	24.11'	50.00'	S32°10'38"E	23.88'	27°37'42"	12.29'
C23	48.03'	50.00'	S09°09'28"W	46.21'	58°02'28"	26.05'
C24	37.88'	50.00'	N25°26'27"E	36.98'	43°24'18"	19.90'
C25	24.38'	30.00'	S23°51'35"W	23.72'	46°34'03"	12.91'
C26	34.32'	175.00'	N06°11'37"E	34.26'	11°14'06"	17.21'
C27	56.88'	175.00'	N21°07'18"E	56.63'	18°37'16"	28.69'
C28	50.17'	175.00'	N38°38'44"E	50.00'	16°25'35"	25.26'
C29	58.81'	175.00'	N56°29'08"E	58.53'	19°15'14"	29.68'
C30	18.82'	175.00'	N69°11'38"E	18.81'	6°09'43"	9.42'
C31	39.35'	30.00'	S34°41'55"W	36.58'	75°04'13"	23.08'
C32	57.38'	155.00'	N07°43'36"E	57.05'	21°12'36"	29.02'
C33	18.19'	175.00'	S15°21'17"W	18.18'	5°57'15"	9.10'



PSD-2001-001
DEVELOPMENT NO. 1674.3

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA, 32207
PHONE: 904-396-2623

WESTCHASE MANOR UNIT FOUR

A REPLAT OF A PORTION OF TRACTS 1 AND 3, BLOCK 1, SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT WIDE ROADWAY ADJACENT TO SAID TRACTS 1 AND 3, ACCORDING TO SAID PLAT, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

PLAT BOOK 57 PAGE 18

SHEET 1 OF 2

CAPTION

A PORTION OF TRACTS 1 AND 3, BLOCK 1, SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT WIDE ROADWAY ADJACENT TO SAID TRACTS 1 AND 3, BLOCK 1, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 10, AS SHOWN ON THE PLAT OF WESTCHASE MANOR UNIT THREE AS RECORDED IN PLAT BOOK 55, PAGES 63 THROUGH 63B OF SAID CURRENT PUBLIC RECORDS AND RUN NORTH 89° 25' 26" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 10, A DISTANCE OF 130.75 FEET TO A POINT ON A CURVE IN THE NORTHERLY RIGHT OF WAY LINE OF BEATLE COURT (A 50 FOOT RIGHT OF WAY AND A 50 FOOT RADIUS CUL-DE-SAC); RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF LAST SAID CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 128.33 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD OF NORTH 69° 47' 31" WEST, 95.90 FEET; THENCE NORTH 53° 19' 20" WEST, RADIAL TO LAST MENTIONED CURVE, ALONG THE NORTHEASTERLY LINE OF LOT 11, SAID WESTCHASE MANOR UNIT THREE, A DISTANCE OF 185.31 FEET; THENCE SOUTH 89° 39' 34" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 32, TOWNSHIP 3 SOUTH, RANGE 26 EAST, A DISTANCE OF 406.65 FEET TO THE NORTHWESTERLY CORNER OF LOT 36, AS SHOWN ON THE PLAT OF WESTCHASE MANOR, AS RECORDED IN PLAT BOOK 50, PAGES 86 THROUGH 86F OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 14° 38' 21" WEST, ALONG THE WESTERLY LINE OF SAID LOT 36, TO AND ALONG THE WESTERLY LINE OF LOT 37 AND 38, SAID WESTCHASE MANOR, A DISTANCE OF 147.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.88 ACRES, MORE OR LESS.

APPROVED FOR THE RECORD

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED, ACCEPTED AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, PURSUANT TO CHAPTER 654, ORDINANCE CODE.

Approved 6/17/04
Date
[Signature]
City Engineer
for Director of Public Works
Approved 6/18/04
Date
[Signature]
for General Counsel TF

[Signature]
DIRECTOR OF PUBLIC WORKS

6/22/2004
DATE

CLERK'S CERTIFICATE 2004206941

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND SUBMITTED TO ME FOR RECORDING AND IS RECORDED IN PLAT BOOK 57, PAGES 16, 16A OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. THIS 24th DAY OF June A.D. 2004.

[Signature]
JIM FULLER, CLERK OF THE CIRCUIT

[Signature]
DEPUTY CLERK

PLAT CONFORMITY REVIEW

THIS PLAT HAS BEEN REVIEWED AND FOUND IN COMPLIANCE WITH PART 1, CHAPTER 177, FLORIDA STATUTES, THIS 17th DAY OF June, 2004.

BY: [Signature]
GLENN E. MCGREGOR, PROFESSIONAL LAND SURVEYOR No. 4252, STATE OF FLORIDA

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS A CURRENTLY LICENSED AND REGISTERED LAND SURVEYOR IN AND BY THE STATE OF FLORIDA AND AS SUCH DOES HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND FURTHER CERTIFIES THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT PERMANENT CONTROL POINTS WILL BE SET ACCORDING TO THE REQUIREMENTS OF SAID CHAPTER 177. SIGNED THIS 11th DAY OF JUNE A.D., 2004.

RICHARD P. CLARSON & ASSOCIATES, INC. (LB 1704)
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA 32207
PHONE: (904) 396 2623

BY: [Signature]
JOSE A. HILL, JR.
REGISTERED LAND SURVEYOR
NO. 4487, STATE OF FLORIDA

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT WESTCHASE MANOR, INC., A FLORIDA CORPORATION, IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOWN AS WESTCHASE MANOR UNIT FOUR, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT, BEING MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS. ALL BOULEVARDS AND COURTS, AND EASEMENTS FOR DRAINAGE, AND UTILITIES, EXCEPT JEA WATER AND SANITARY EASEMENTS, AND ALSO, EXCEPT ALL PRIVATE EASEMENTS WHICH SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AS SHOWN HEREON, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CITY OF JACKSONVILLE, ITS SUCCESSORS AND ASSIGNS.

"THOSE EASEMENTS DESIGNATED AS "JEA E.E." ARE HEREBY IRREVOCABLY DEDICATED TO THE JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM."

"THOSE EASEMENTS DESIGNATED AS "JEA E." ARE HEREBY IRREVOCABLY DEDICATED TO THE JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM; PROVIDED HOWEVER, THAT NO PARALLEL UTILITIES MAY BE INSTALLED WITHIN SAID EASEMENTS."

IN WITNESS WHEREOF, WESTCHASE MANOR, INC., A FLORIDA CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND SEAL AFFIXED, THIS 11th DAY OF JUNE A.D., 2004.

WESTCHASE MANOR, INC.
A FLORIDA CORPORATION

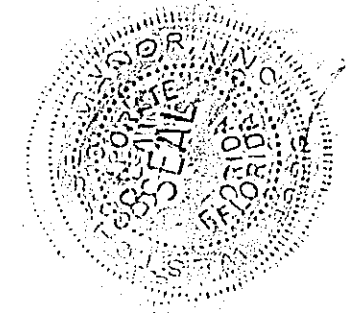
[Signature]
WITNESS

[Signature]
WITNESS

Julie T. Kelley
PRINT NAME

[Signature]
EDWARD L. TONEY
PRESIDENT

MARILYN POCOPANNI
PRINT NAME



STATE OF FLORIDA, COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF JUNE A.D., 2004, BY EDWARD L. TONEY, PRESIDENT OF WESTCHASE MANOR, INC., A FLORIDA CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, ON BEHALF OF THE CORPORATION FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND THAT HE AFFIXED HERETO THE OFFICIAL SEAL OF SAID CORPORATION. HE IS PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

[Signature]
(SIGN)
Vera T Herringdine
(PRINT NAME)

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO.

MY COMMISSION EXPIRES: 3-30-08



"OFFICIAL SEAL"
VERA T. HERRINGDINE
COMMISSION NO. DD305607
MY COMMISSION EXPIRES 3-30-2008

PSD-2001-001
DEVELOPMENT NO. 1674.4

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA, 32207
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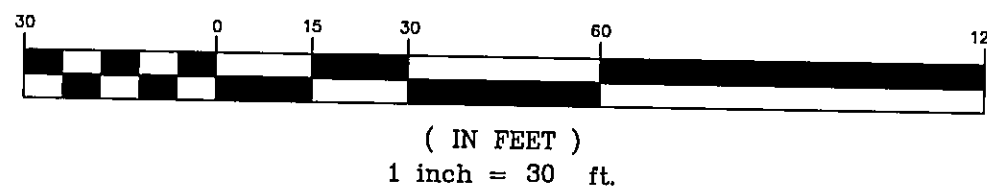
WESTCHASE MANOR UNIT FOUR

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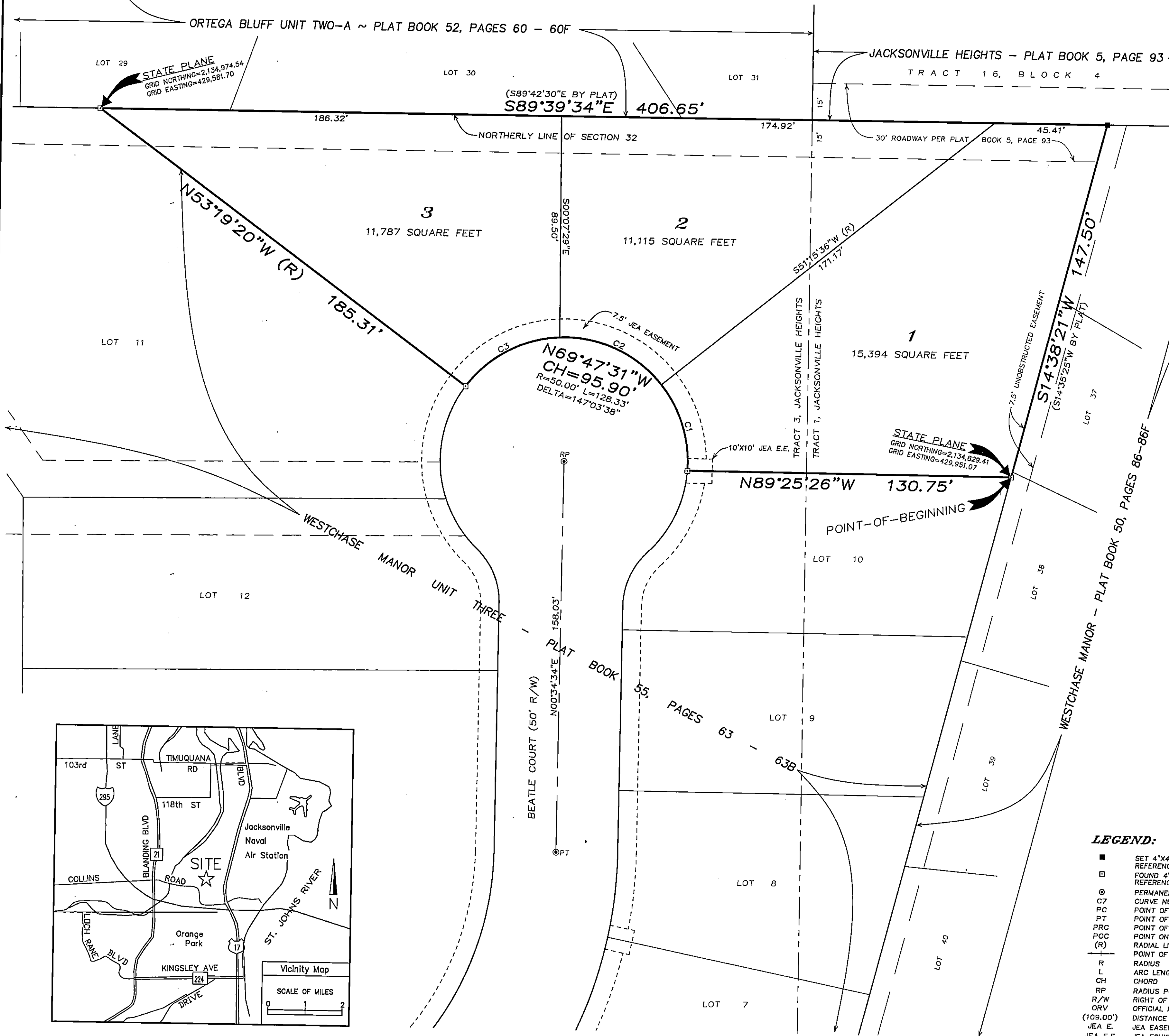
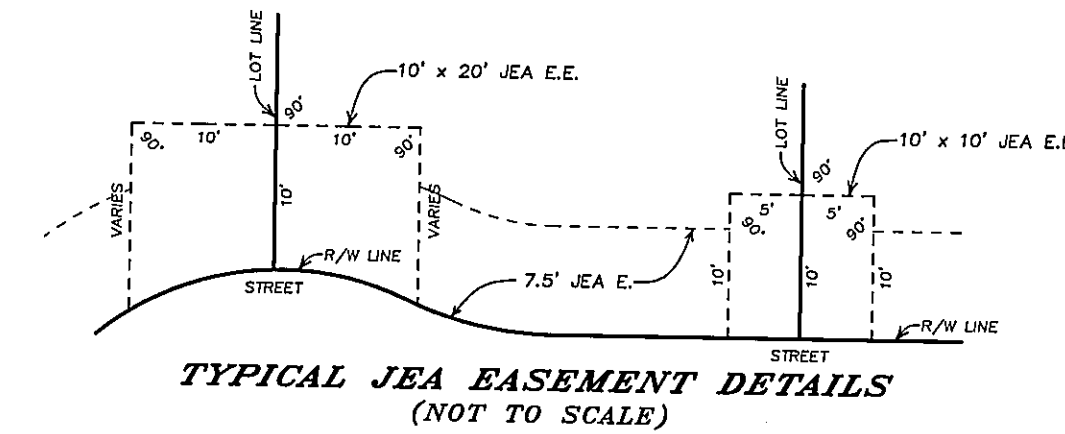
PLAT BOOK **57** PAGE **18A**

SHEET 2 OF 2

GRAPHIC SCALE



CURVE TABLE						
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA	TANGENT
C1	37.07'	50.00'	N17°30'03"W	36.23'	42°28'43"	19.43'
C2	46.94'	50.00'	N65°38'15"W	45.24'	53°47'41"	25.36'
C3	44.32'	50.00'	S62°04'18"W	42.88'	50°47'15"	23.74'

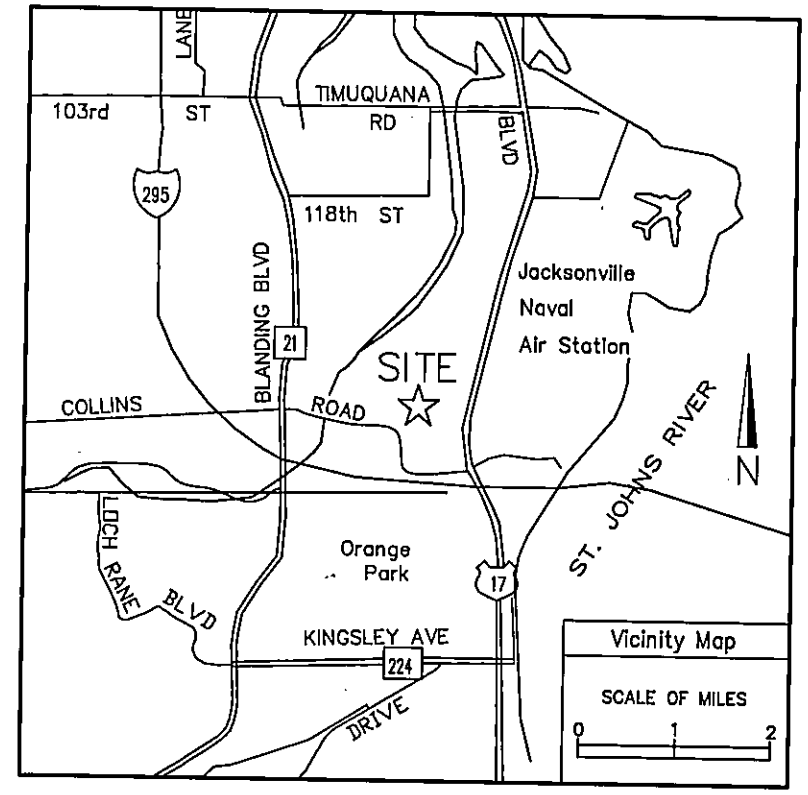


NOTES:

- CERTAIN DENOTED EASEMENTS ARE RESERVED FOR THE JEA FOR USE IN CONJUNCTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.
- JEA EQUIPMENT EASEMENTS (JEA E.E.) SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY IMPROVEMENTS THAT MAY IMPEDE THE USE AND ACCESS OF SAID EASEMENTS ACCESS OF SAID EASEMENTS BY THE JEA.
- JEA EASEMENTS (JEA E.) SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY IMPROVEMENTS THAT MAY IMPEDE THE USE OF SAID EASEMENTS BY THE JEA. THE INSTALLATION OF FENCES, HEDGES, LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL BY THE JEA AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND FOR THE REPLACEMENT OF SUCH ITEMS.
- 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, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
- BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON NORTH AMERICAN DATUM (NAD 83/90) STATE PLANE COORDINATES FOR FLORIDA, EAST ZONE AS ESTABLISHED BY JEA FOR THE CITY OF JACKSONVILLE.
- THE LANDS PLATTED HEREON ALL LIE WITHIN FLOOD ZONE "X" SCALED FROM THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY NUMBER 120077 PANEL NUMBER 0150E. SUFFIX E. THE FIRM INFORMATION AND DELINEATIONS ON THIS PLAT ARE VALID ONLY FOR DATES UP TO AND INCLUDING THE EFFECTIVE RECORDING DATE OF THE PLAT. THERE MAY HAVE BEEN SUBSEQUENT REVISIONS TO THE COMMUNITY'S FLOOD PLAIN MANAGEMENT REPOSITORY, DEPARTMENT OF PUBLIC WORKS, CITY OF JACKSONVILLE.

LEGEND:

- SET 4"x4" CONCRETE PERMANENT REFERENCE MONUMENT (LB 1704)
- FOUND 4"x4" CONCRETE PERMANENT REFERENCE MONUMENT (NO. 1704)
- ⊙ PERMANENT CONTROL POINT
- C7 CURVE NUMBER
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- PRC POINT OF REVERSE CURVE
- PCC POINT ON CURVE
- (R) RADIAL LINE
- POINT OF STREET NAME CHANGE
- R RADIUS
- L ARC LENGTH
- CH CHORD
- RP RADIUS POINT
- R/W RIGHT OF WAY
- ORV OFFICIAL RECORDS VOLUME
- (109.00') DISTANCE TO TRAVERSE LINE OR EASEMENT
- JEA E. JEA EASEMENT
- JEA E.E. JEA EQUIPMENT EASEMENT
- P.U.D.E. PRIVATE UNOBSTRUCTED DRAINAGE EASEMENT



PSD-2001-001
DEVELOPMENT NO. 1674.4

PREPARED BY:
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