

PREPARED BY AND RETURN TO:

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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR STAR RIDGE**

THIS DECLARATION is made this \_\_\_\_ day of \_\_\_\_\_, 2016 by TerraPointe LLC, a Delaware limited liability company, whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034, hereinafter referred to as “the Declarant”.

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property situate, lying and being in Polk County, Texas and described on Exhibit “A” attached hereto and made a part hereof (“Property”); and

WHEREAS, it is contemplated that the Property will be a single family residential lot subdivision known as Star Ridge, consisting of fourteen (14) lots, ranging in size from approximately ten (10) to forty-five (45) acres in size, as generally shown on Exhibit “B” attached hereto and made a part hereof. No, easements, access-ways, utility, stormwater, or any other improvements are made a part of this subdivision or this Declaration except as otherwise set forth herein; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and quality of environment on the Property and for the general health, safety and welfare of the owners of the Property and, to this end, desires to subject the Property to the covenants, conditions and restrictions hereinafter set forth, each of which shall be binding upon, and run with the title to, the Property.

NOW, THEREFORE, the Declarant, for itself and its successors and assigns, declares that the Property is and shall be held, transferred, sold, conveyed, mortgaged and occupied subject to the covenants, conditions and restrictions hereinafter set forth, all of which shall run with title to the Property and shall be binding on, and inure to the benefit of, all parties having any right, title or interest in the Property, and their heirs, successors, and assigns.

ARTICLE I  
DEFINITIONS

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

a. “Common Facilities” shall mean and refer to common signage, sign structures, common land and any other facilities to reserve or established for the common benefit of all Owners.

b. “Declarant” shall mean and refer to TerraPointe LLC, a Delaware limited liability company (a wholly-owned subsidiary of Rayonier Inc.), and its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

c. “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions for Star Ridge, as may be amended and supplemented in the future in accordance with the provisions hereinafter.

d. “Lot(s)” shall mean those lots 1 through 14 shown on Exhibit “B”, Preliminary Subdivision, attached hereto and made a part hereof, as may be amended from time to time, together with any additional parcels which may be made subject to this Declaration in the future.

e. “Manager” shall mean and refer to Raydient Inc., a Delaware corporation (a wholly-owned subsidiary of Rayonier Inc.), and its successors and assigns; provided, however, that as long as Declarant owns a Lot, Declarant may, upon written notice to each then Owner, appoint a successor Manager. Upon sale of all Lots in the Property or at Declarant’s discretion the Owners shall elect a successor Manager by majority vote.

f. “Mobile Home” shall mean manufactured homes, mobile homes, modular homes and house trailers.

g. “Owner” shall mean the fee simple title holder of any Lot.

ARTICLE II  
ARCHITECTURAL CONTROL

Section 1. Architectural Control. All improvements on the Property are subject to architectural review. This review shall be in accordance with this Declaration, the requirements of Polk County, and applicable laws and regulations. No site work or structural improvement, or replacement or change to the exterior of any existing structures or improvements, shall be commenced until the specifications, together with a plot plan showing the location relative to boundaries of such proposed improvements or changes, shall have been submitted to and approved in writing by the Manager. If the Manager, in its sole and absolute discretion, determines that any proposed improvement, alteration, etc., is not consistent with this Declaration, such alteration or improvement shall not be made.

Section 2. Approval or Disapproval. Plans and specifications must be submitted to and approved by the Manager prior to submittal of such plans and specifications to any governmental agency for approval. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the Manager with the aesthetics or the proposed improvements which, in the sole discretion and judgment of the Manager, will render the proposed item or improvement inharmonious or out of keeping with other development on the Property. Two (2) sets of architectural specifications and plot plans showing Lot and dimensions of improvements (collectively the "Plans") shall be submitted to the Manager by the Owner and the Manager shall provide a written dated receipt for the Plans to the Owner. The Declarant shall approve or disapprove Plans no later than thirty (30) days after receipt. Failure of the Manager to respond in writing to a submittal of Plans within such period shall be deemed to be an approval of the Plans as submitted. The approval or disapproval shall be in writing and shall accompany one (1) copy of the Plans to be returned to the Owner. The remaining copy of the Plans shall become the property of the Manager and Declarant. Whenever the Manager disapproves Plans, the disapproval shall be accompanied by a written description of the reason or reasons for such disapproval.

Section 3. Violations; Waiver. The work must be performed strictly in accordance with the Plans as submitted and approved. If after the Plans have been approved, the improvements are altered, erected, or maintained upon the Property otherwise than as approved, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Manager and to constitute a violation of this Declaration. Approval by the Manager does not relieve the Owner of the responsibility to obtain all other necessary approvals and permits from various agencies and authorities and to comply with all applicable codes and ordinances nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 4. Waiver of Liability. Neither the Declarant, Manager nor any of their respective representatives, employees or agents shall be liable in damages to anyone submitting Plans for approval or to any Owner or occupant of the Property by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval of, disapproval of or failure to approve any Plans. Every person who submits Plans for approval agrees, by submission of such Plans, and every Owner or occupant of any Lot, by acquiring title thereto or an interest therein, waives its rights to bring any action, proceeding or suit to recover any such damage. Approval of any Plans, and any other approvals or consents pursuant hereto or otherwise, is given solely to protect the aesthetics of the Property, and shall not be deemed a warranty, representation or covenant that such buildings, improvements or other action taken pursuant thereto or in reliance thereof comply with, or are not in violation of, any applicable laws, codes, rules or regulations. The Declarant, Manager and their respective representatives, employees and agents shall not be responsible in any way for any defects in any Plans, revised or approved in accordance with the requirements of this Declaration, or for any structural or other defect in any work done according to such Plans.

Section 5. Enforcement of Planning Criteria. The Manager shall have standing and authority to enforce its decisions and the provisions of this Declaration in courts of competent jurisdiction. Should the Manager be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. The Manager,

its representatives, agents and employees, shall not be liable to the Owner or to any occupant or invitee of any Owner for any trespass or damages or injury to property or person unless caused by gross negligence or intentional wrongdoing.

Section 6. Term of Approval. Unless otherwise specified by the Manager, approval by the Manager shall be effective for a period of one (1) year from the date the approval is given, or one (1) year from the expiration of the thirty (30) day period specified in Section 2 hereof where approval is not expressly granted or denied. If construction has not commenced within the said one (1) year period, the approval shall expire and no construction shall thereafter commence without written renewal of such prior approval.

### ARTICLE III MAINTENANCE

Section 1. Common Facilities. The Manager will oversee and administer maintenance and repair of common areas and/or maintenance, repair and/or replacement of Common Facilities situated upon the Property. In the event that the Manager recommends any one or more item of repair, maintenance and/or replacement of any portion of the Common Facilities, a description and estimated cost thereof shall be submitted to all Owners by the Manager. If a majority of all Owners, whether by duly convened meeting or by written ballot, votes to proceed with such maintenance, repair or replacement, the Manager shall be charged with the responsibility of such proceeding. All Owners shall share equally in all costs related to such work. The Manager in his, her or its discretion may require that all Owners deposit with the Manager each of their respective shares of the cost of such maintenance, repair or replacement before proceeding with such work. The Manager shall not be liable to the Owners or any of them for any claims asserted by any Owner in connection with such work except for the Managers gross negligence or willful misconduct.

Section 2. Owner's Responsibility; Default. It shall be the affirmative duty of each Owner at all times to keep and maintain the improvements and landscaping on its Lot in good and presentable condition and repair consistent with the approved plans and specifications therefor. Each Owner shall make a special effort toward keeping its Lot and all improvements thereon clean, neat and attractive. No Lot shall be used for dumping, storage or accumulating trash, garbage or other refuse or waste. All trash and other wastes shall be stored at all times in a clean and sanitary condition, including without limitation, during construction periods. The Manager shall have the right, but not an affirmative duty, to provide maintenance upon any Lot and improvements thereon in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the following provisions. Prior to performing any maintenance on an Owner's property, the Manager shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Property. Except in the event of an emergency, prior to commencement of any maintenance work, the Manager must furnish fifteen (15) days prior written notice to the Owner at the last address listed in the County Tax Assessor's records for said Owner notifying the Owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Manager may procure said repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Manager shall have the right to make such necessary repairs, or maintenance as is specified in the written notice. The Manager, its representatives, agents and employees, shall not be liable to the Owner for any trespass or damages or

injury to the property or person of the Owner or the occupants or invitees of the affected Lot or improvements thereon unless caused by such entity's gross negligence or intentional wrongdoing.

Section 3. Access at Reasonable Hours. For the purpose of performing the repairs or maintenance authorized by this Article, the Manager, through its duly authorized agents, contractors or employees, shall have the right to enter upon any Lot, and the exterior of any improvements thereon, during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Manager, entry may be made on any day and at any hour.

Section 4. Assessment of Cost. The cost of the repair or maintenance referred to in Section 1 above shall be charged by the Manager against the Owner of the affected Lot and shall be secured by a lien upon said Lot and shall also constitute a personal obligation of the Owner. The charges shall be collectible along with interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner, together with costs of collection and attorneys' fees.

#### ARTICLE IV RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and its heirs, personal representatives, occupants, tenants, invitees, successors, and assigns, as follows:

Section 1. No obnoxious or offensive activity shall be allowed on the Property, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The use, enjoyment and occupancy of the Property shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affecting the adjoining or property or any portion portions thereof: excessive noise, smoke, dust, dirt or fly ash or unusual fire or explosive hazards; or vibration or light.

Section 2. All Lots shall be used for single unit residential purposes only. No more than one dwelling unit shall be allowed on any Lot. No Lot may be further divided without approval by the Manager and Polk County. There shall be no duplexes nor other multiple units on a single Lot. Agricultural activities and the sale of items produced by those agricultural activities that are consistent with the Polk County Land Development Code shall not be considered a violation of this Declaration.

Section 3. Mobile homes will not be permitted on any Lot.

Section 4. Single family residences shall have a minimum of 1, 500 square feet exclusive of carports, porches and garages, and shall be completed within one year of the date of issuance of the building permit by Polk County.

Section 5. No temporary buildings for housing shall be erected on any Lots. No used house built elsewhere shall be moved onto any Lot.

Section 6. No buildings or other structures shall be located on any Lot nearer the front road right of way than 100 feet, nearer the rear lot line than 25 feet, nor nearer to a side lot line than 25 feet, provided that an Owner of one and a half of two or more adjoining Lots may build across the interior lot lines.

Section 7. No billboards or other advertising signs may be erected or displayed on any Lot except such signs as may be customary and/or reasonably required for the purpose of sale of the Lot and residence thereon.

Section 8. No part of a Lot may be used as a borrow pit. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an improvement; and upon completion thereof, exposed openings shall be backfilled, and disturbed ground shall be leveled and graded, as provided on the approved Plans for the Lot. Fish ponds shall be allowed subject to approval by Manager and Polk County.

Section 9. No Lot may be converted or further subdivided into a road, street or access easement without the express consent of and approval by the Manager and Polk County.

Section 10. The front yard shall be defined as that part of the Lot lying between a line extended along the front of the dwelling to the side lot lines and the street faced by the dwelling. The front yard shall be kept in a clean, neat, orderly condition. Garbage or trash containers may be placed within a pickup area in a neat, clean manner and place.

Section 11. No fuel tanks or similar storage receptacles may be exposed to view. Any such storage items or tanks must be either wholly located within a building or buried underground, and shall otherwise comply with applicable standards established by governmental agencies.

Section 12. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a continuous period in excess of seventy-two (72) hours.

Section 13. No animals in such number that they create a nuisance due to noise or odor

Section 14. All fencing must be consistent (material, size and color) with that which is installed by Declarant at time of purchase (specifications shown in Exhibit "C" attached):

- a. Maximum of 5 feet in height in front of dwelling
- b. Fencing along frontage should be constructed of boards similar to existing fence (4-board) or standard wire field fence.
- c. Maximum of 7 feet in height behind dwelling
- d. A fence which is built on the Lot or Lots and placed on the dividing line between two Lots shall constitute a common fence and, the said Owners hereby agree that the common fence between such Lots shall at all times be, and the same is, a "Common Fence". To the extent not inconsistent with the provisions of this Section, the rules of law in effect

in the State of Texas regarding common fences and liability for property damage due to negligence or willful acts or omissions, shall apply thereto subject to the following:

- ii. The cost of reasonable repair and maintenance of a Common Fence shall be shared equally by the Owners who share said fence.
- iii. That neither Owner, without the written consent of the other, shall ever alter, change, repair or do any other act or thing to said Common Fence which would in any way affect said fence structurally,
- iv. That if it shall become necessary or desirable to repair or rebuild the whole or any portion of the Common Fence, the expense of repairing or rebuilding shall be borne equally by the Owners. Whenever the Common Fence or such portion thereof shall be rebuilt, it shall be erected on the same location, on the same line, and be of the same size, and of the same or similar material, and of like quality with the present Common Fence.
- v. That in case of damage or destruction of the Common Fence either Owner shall have the right to repair or rebuild the Common Fence, and the other Owner shall pay for one-half of the expense of the repairing or rebuilding.
- vi. That notwithstanding any other provision of this Agreement an Owner who by his negligent or willful act causes the Common Fence to be damaged or exposed to the elements shall bear the whole cost of repairing or furnishing the necessary protection against such elements.

Section 15. No improvements of any kind shall be constructed or placed upon any Lot, and no uses shall be permitted on any Lot, except as enumerated and permitted by this Declaration. Said uses and improvements must also comply with any applicable regulations and ordinances of Polk County.

Section 16. Subject to the provisions of this Declaration, no part of the Property may be used for purposes other than (a) single family residential housing and the related common purposes for which the Property was designed; (b) customary home-based businesses to be operated solely within the interior of a dwelling. No Lot or dwelling and no portion of the Common Facilities shall be used or occupied for any other business, commercial trade or professional purpose or as a church or other religious institutional meeting place, either apart from or in connection with the use thereof as a residence, whether for profit or not. The foregoing restrictions as to residential usage shall not, however, be construed in such manner as to prohibit an Owner or occupant from:

- i. Maintaining a personal or professional library;
- ii. Keeping personal business or professional records or accounts; or

- iii. Handling personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of this Declaration, provided that it does not entail traffic to or from the Dwelling or upon the Common Facilities by anyone for business purposes, storage of equipment, machinery, supplies or inventory, objectionable odors or other nuisances or other violations of this Declaration, and further provided that it:
  - A is not apparent or detectable by sight, sound or smell from the outside of the Lot;
  - B complies with applicable zoning and other legal requirements and other requirements of this Declaration;
  - C does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees; and
  - D is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the use and enjoyment of other Lots by the Owner thereof or the security or safety of others within the Property.

Leasing of a single Lot by the Owner thereof for residential occupancy shall not be considered a “business” within the meaning of this subsection; however, no Owner or group of Owners who are affiliates shall, on their own behalf or through any agent, engage in leasing activity with respect to multiple Lots at the same time.

Section 17. Notwithstanding the foregoing, dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances on any Lot or in any drainage ditch, stream, pond, or lake, or elsewhere upon the Property shall be prohibited, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff and any adverse effect to other persons or property.

#### ARTICLE V AMENDMENT BY DECLARANT

The Declarant, as long as Declarant owns a Lot, reserves and shall have the sole right to (a) amend this Declaration for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Lot which do not lower the standards of the covenants and restrictions herein contained; (c) release any Lot from any part of the covenants and restrictions contained herein which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this Declaration without vote or consent of the Owners in any manner which does not adversely affect the substantive rights of an existing Owner or mortgagee; and (e) amend this Declaration for the purpose of adding other property to be included



within the scope of this Declaration. The foregoing amendments may be made without the joinder or approval of any Owner.

ARTICLE VI  
ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant for so long as the Declarant owns any Lot, may impose any additional covenants or restrictions on any part of the Property or on any Lot.

ARTICLE VII  
AMENDMENT

At any time after Declarant no longer owns at least one or more Lot subject to this or any supplementary Declaration, the Owners of at least three-quarters (3/4) of the Lots, may change or amend any provision hereof, and have the same duly recorded in the public records of Polk County, Texas, in accordance with this Article. Each Lot shall constitute one vote. A proposed amendment may be initiated by petition signed by the Owners of at least fifty percent (50%) of the Lots. A written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days, but not more than ninety (90) days, prior to the holding of a meeting to discuss and vote on the proposed amendment. Voting shall be by written ballot. The amendment recorded in the public records of Polk County shall contain the signatures of the Owners of at least three-quarters (3/4) of the Lots, together with the written consent of any mortgagees of such Lots, and a certification that written notice was given to the Owners of each Lot and said certification shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said certification in such recorded amendment. The amendment shall be effective upon recordation of the executed amendment in the public records of Polk County.

ARTICLE VIII  
DURATION AND TERMINATION

The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of, and be enforceable by, the Declarant and any Owner of any Lot subject to this or any supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless the then Owners of at least three-quarters (3/4) of the Lots vote to terminate this Declaration and record an instrument signed by said Owners and with all mortgagees agreeing to terminate said covenants and restrictions. Each Lot shall constitute one vote. Notwithstanding the foregoing, the Declarant, as long as Declarant owns a Lot, reserves and shall have the right, in its sole discretion, to terminate this Declaration.

ARTICLE IX  
ENFORCEMENT

Section 1. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant, Manager or any Owner (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or equity, or this Declaration. The failure of the Declarant, Manager, their successors or assigns, or an Owner 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 a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. In any action or suit brought to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

In addition, the Manager shall have the authority on behalf of all non-violating Owners to take whatever legal action may be necessary or appropriate in or der to require that an offending Owner is in violation of any one or more of these covenants or restrictions correct such violation, remove any prohibited structures and/or cease and desist from violation of the covenants and restrictions. Such authority may include, without limitation, retaining legal counsel and filing appropriate legal action in a court of competent jurisdiction in order to require the offending Owner to comply with these covenants and restrictions. In such event, all costs and expenses incurred with respect to any such action shall be shared equally by all Owners and the Manager may, in his, her or their discretion, require all non-violating Owners to deposit the estimated cost of such action before proceeding. The Manager shall have a power of attorney, coupled with an interest by all Owners, with respect to any such action, subject to a majority vote of the non-violating Owners authorizing such action by duly convened meeting or by written ballot.

Section 2. All tenants, occupants, lessees and invitees of any Lot shall be subject to the terms and conditions of this Declaration.

Each Owner agrees to cause his lessees, occupants, invitees and tenants to comply with this Declaration and each Owner is responsible and liable for all violations and losses caused by such lessees, occupants, invitees or tenants notwithstanding the fact that such persons are also fully liable for any violation of this Declaration.

ARTICLE X  
MISCELLANEOUS

Section 1. **MARKETING AND SALES ACTIVITIES.** Notwithstanding anything in this Declaration to the contrary, Declarant, its affiliates, and their assigns and builders authorized by Declarant may construct, maintain, and operate upon portions of the Common Facilities and Lots and/or portions of the Property they own, such facilities, activities, and things as, Declarant, in its discretion, may deem to be required, convenient, or incidental to the construction or sale of Lots

in the Property. Such permitted facilities, activities, and things shall include, without limitation, business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. Owners may be excluded from use of all or any portion of such facilities in Declarant's sole discretion. In addition, if reasonably required, convenient, or incidental to construction or sales activities, Declarant, Declarant's affiliates, and their assigns, and authorized builders may park vehicles in areas other than garages or driveways, including, without limitation, on streets.

Section 2. Reference to the singular shall include reference to the plural and the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 3. The invalidation of any provision or provisions of this Declaration shall not effect or modify any one of the other provisions which shall remain in full force and effect unless otherwise provided herein.

Section 4. Any notice provided for herein shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person as shown on the records of the Polk County Tax Collector, at the time of such mailing, unless otherwise provided herein.

Section 5. The paragraph headings are for reference purposes only and shall not in any way affect the meaning, content or interpretation of this Declaration.

Section 6. Written submittals and notices required in accordance with this Declaration shall be provided by hand delivery or traceable U.S. Mail or other overnight delivery service to:

Declarant: TerraPointe LLC  
Attention: S. Allister Fisher, Esq.  
1901 Island Walkway  
Fernandina Beach, FL 32034

Manager: Raydient Inc.  
Attention: Jason Shearer  
1901 Island Walkway  
Fernandina Beach, FL 32034

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written:

Signed, sealed and delivered  
in our presence as witnesses:

DECLARANT:  
TerraPointe, LLC

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Kyle M. Sawicki  
Its: Vice President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Kyle M. Sawicki, Vice President of TerraPointe LLC, who \_\_\_\_\_ is personally known to me.

SEAL

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in our presence as witnesses:

MANAGER:  
Raydient Inc.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Susan L. Ranger  
Its: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Susan L. Ranger, Vice President of Raydient Inc., who \_\_\_\_\_ is personally known to me.

SEAL

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**Property Legal Description**

**EXHIBIT "B"**  
**Subdivision Site Plan**

**EXHIBIT “C”  
Fencing Specifications**

PLEASE SEE ATTACHED.