

PREPARED BY AND RETURN TO:
S. ALLISTER FISHER, ESQ.
RAYONIER INC.
1 RAYONIER WAY
WILDLIGHT, FLORIDA 32097

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SECTION THIRTY-NINE**

THIS DECLARATION is made effective this ~~14th~~ day of ~~may~~, 2019 by Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company, whose address is 1 Rayonier Way, Wildlight, Florida 32097 (hereinafter referred to as "the DECLARANT").

RECITALS:

WHEREAS, the DECLARANT is the owner of the real property situate, lying and being in Nassau County, Florida and described on that certain plat of Section Thirty-Nine recorded on January 17, 2019 as Instrument # 201945001565 in Plat Book 2249, Pages 815 – 817, of the Official Records of Nassau County, Florida ("Plat"), which legal description is attached hereto as **Exhibit A** and by this reference made a part hereof ("PROPERTY"); and

WHEREAS, it is contemplated that the PROPERTY will be a community, known as "Section Thirty-Nine", consisting of seven (7) lots, which are approximately six (6) to twenty-one (21) acres in size, as depicted on the Plat, a copy of which is attached hereto as **Exhibit B** and by this reference made a part hereof. Each lot shall be used for either recreational, single family residential or agricultural purposes. No common areas, accessways, utility, stormwater or any other improvements are made a part of this community or this DECLARATION; and

WHEREAS, the DECLARANT desires to provide for the preservation and enhancement of the property values and quality of environment in 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 – INCORPORATION OF RECITALS

The above Recitals are hereby incorporated in and form a part of this DECLARATION.

ARTICLE II – DEFINITIONS

The following words shall be defined in this DECLARATION in this manner:

2.1 “COMMERCIAL USE” shall mean and be limited to use of any IMPROVEMENT on the PROPERTY or TRACT within the PROPERTY as a home office and/or for telecommuting work.

2.2 “IMPROVEMENTS” shall mean all man made things, objects, or structures constructed on, above, or below, any TRACT of the PROPERTY, including, without limitation, all buildings, parking surfaces, driveways, fences, screens, landscaping, utility services, grading, fill, excavation, drainage devices, and any other structures and features.

2.3 INTENTIONALLY DELETED.

2.4 “OWNER” or “OWNERS” shall mean the legal title holder of record of any TRACT or TRACTS (including the DECLARANT), to include any natural person or legal person holding title as trustee, the heirs, legal representatives, successors, or assigns of any OWNER; and all other persons acquiring or succeeding to the title from the DECLARANT hereafter by sale, grant, will, lease, foreclosure, execution, or any other legal manner of transfer of any interest therein.

2.5 “PROPERTY” shall mean the approximate 78.37 acres of land situate in Nassau County, Florida and as is more particularly described on **Exhibit A** and depicted on **Exhibit B**, both, attached hereto and which has been designated and named herein as “Section Thirty-Nine”

2.6 “TRACT” or “TRACTS” shall mean those lots, parcels or tracts within the PROPERTY, and as is more particularly described on **Exhibit A** attached hereto.

2.7 “RESIDENTIAL USE” shall mean a use by a person (defined as natural or legal) as living quarters for one household only. For avoidance of doubt, RESIDENTIAL USE does not include multi-family occupancy or institutional property.

2.8 “RECREATIONAL USE” shall mean recreational activities, including, but not limited to, swimming, fishing and wildlife viewing or similar recreational activities permissible in accordance with any and all applicable laws, ordinances and regulations.

2.9 “AGRICULTURAL USE” shall mean the cultivation of crops, silviculture or livestock, and other ancillary uses thereto, including the marketing of agricultural products produced on the PROPERTY in compliance with any and all applicable laws, ordinances and regulations.

3.0 “MOBILE HOME” shall mean any manufactured home, mobile home, modular home and house trailer.

ARTICLE III – PURPOSE

The purpose of this DECLARATION is to impose the COVENANTS set forth herein on the PROPERTY and TRACTS within the PROPERTY to provide for and encourage the orderly development of the PROPERTY and TRACTS within the PROPERTY by and through a common scheme of development.

ARTICLE IV – USES AND RESTRICTIVE COVENANTS

The DECLARANT hereby declares that any and all construction of any IMPROVEMENT on the PROPERTY or on the TRACTS within the PROPERTY and any use of the PROPERTY hereafter shall be subject to these COVENANTS and comply in the following manner to wit:

4.1 Permitted Use: The PROPERTY and any TRACT within the PROPERTY shall be used solely for RESIDENTIAL, RECREATIONAL or AGRICULTURAL USES or a combination of said uses; provided, however COMMERCIAL USE shall be allowed upon prior written approval of the DECLARANT. No use authorization herein contained or subsequently granted by DECLARANT shall be deemed a representation or warranty by DECLARANT that such uses are permitted under applicable zoning or other governmental ordinances.

4.2 Mobile Homes: No MOBILE HOME shall be permitted on any TRACT.

4.3 Traditional Homes: Single family residences shall have a minimum of 1,500 air conditioned square feet exclusive of carports, porches and garages, and shall be completed within one (1) year of the date of issuance of the building permit by Nassau County.

4.4 Temporary Structures: Temporary IMPROVEMENTS shall be allowed only during a period of active construction on a TRACT and shall not exist on site longer than twelve (12) continuous months.

4.5 Setbacks: The minimum setback of any building, including, but not limited to, houses, barns, sheds, etc., shall be one hundred feet (100') from the front, twenty-five feet (25') from the rear, and fifteen feet (15') from the side lines of a TRACT or in accordance with the applicable zoning regulations of Nassau County, Florida should such minimum setbacks established by Nassau County be more restrictive than those stated herein.

4.6 Maintenance Standards: Each OWNER shall keep all IMPROVEMENTS on any TRACT in a reasonably safe, clean, maintained, neat condition and shall comply in all material respects with governmental statutes, ordinances, regulations and all health, police and fire protection requirements. No IMPROVEMENT on any TRACT shall be permitted by the OWNER of such TRACT to fall into disrepair, and each IMPROVEMENT shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.

4.7 Fencing: Each OWNER may install fencing around the perimeter boundary line of each TRACT and may place fencing at other locations within each TRACT. Each OWNER is

encouraged but not required to use the fencing specifications attached hereto as Exhibit C and made a part hereof for addition to existing board fencing.

4.8 Waste Storage and Removal: Rubbish, trash, garbage or other waste shall be kept only in sanitary containers located upon a TRACT and screened from public view and in accordance with any applicable ordinances and land use regulations of Nassau County, Florida. Rubbish and trash shall not be permitted to accumulate or be disposed of on the PROPERTY by burning or burial.

4.9 Nuisance Prohibition: No noxious or offensive noise, or odors, or other activities shall be conducted on any TRACT, nor shall any activity be conducted or placed thereon which shall become a nuisance, or unreasonable embarrassment, or a disturbance or annoyance to persons in their enjoyment of any TRACT within the PROPERTY.

ARTICLE V - NOTICES

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to DECLARANT shall be (a) in writing, and (b) deemed to have been provided (i) on the second business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (ii) on the next business day after being deposited (in time for delivery by such service on such business day) with Federal Express or another reputable national courier service, or (iii) (if such party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to such party, or (iv) when actually received when a copy thereof has been sent by facsimile transmission (with a required copy to be delivered by any other manner provided in this Section). The notice address of the DECLARANT shall be:

DECLARANT: Raydient LLC dba Raydient Places + Properties LLC
Attention: Jason Shearer
1 Rayonier Way
Wildlight, FL 32097

WITH A COPY TO: S. Allister Fisher, Esq.
Rayonier Inc.
1 Rayonier Way
Wildlight, FL 32097

ARTICLE VI - MISCELLANEOUS PROVISIONS

6.1 Enforcement: Each OWNER shall strictly comply with all the terms and conditions and provisions of this DECLARATION. Any OWNER may enforce these COVENANTS against any other OWNER or tenant in violation in a court of competent jurisdiction only in Nassau County, Florida, by injunction, specific performance, money judgment, or any other appropriate legal or equitable remedy. Each OWNER specifically acknowledges that, if any OWNER or tenant violates any of these COVENANTS, the other OWNERS will not have an adequate remedy at law and that these COVENANTS may be enforced by injunctive relief, including by a temporary or preliminary injunction and a temporary restraining order, if necessary.

6.2 Recovery: If any OWNER seeks to enforce or defend any of these COVENANTS, then the prevailing party shall be entitled to recover, in addition to the legal or equitable claim or defense, all court costs, reasonable attorneys' and paralegals' fees and other expenses which are reasonably necessary to enforce these COVENANTS, including the cost of any bond premiums for injunctive relief.

6.3 No Waiver: Any delay, omission or other failure to promptly enforce any of the COVENANTS, however long continued, shall not be deemed acquiescence therein nor a waiver, abandonment or termination of any right, or otherwise bar enforcement at a later date as to the same breach or violation, or as to any other breach or violation hereof occurring prior to or subsequent thereto.

6.4 Invalidation: The invalidation of any single COVENANT (or any part thereof) by a court of competent jurisdiction shall not affect the validity of any other COVENANT which shall remain in full force and effect. The breach of any COVENANT shall not defeat or render invalid the lien of any mortgage made in good faith and for value prior to the date of this DECLARATION, but all COVENANTS shall be binding upon and effective against any mortgagee or person whose title is or was acquired by foreclosure or otherwise.

6.5 Term: These COVENANTS shall be in full force and effect until December 31, 2038 at which time these COVENANTS shall be automatically extended for successive terms of ten (10) years each; UNLESS within the two (2) year period preceding the expiration of these COVENANTS (or, if applicable, any successive term) an instrument which terminates these COVENANTS is signed by OWNERS that own more than fifty percent of the TRACTS in the PROPERTY, along with written joinder and consent by all mortgagees, and recorded in the appropriate records of Nassau County, Florida. For avoidance of doubt, the foregoing simple-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.6 Amendment:

6.6.1 Amendment by DECLARANT: The DECLARANT, as long as DECLARANT owns a TRACT, 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, conditions and restrictions applicable to any TRACT which do not lower the standards of the covenants, conditions and restrictions herein contained; (c) release any TRACT from any part of the covenants, conditions 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, modify, or supplement 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, modify, or supplement 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.

6.6.2 Amendment by OWNERS: Provided DECLARANT no longer owns a TRACT in the PROPERTY, these COVENANTS may be amended, or modified or changed only if an instrument is signed by OWNERS that own more than sixty percent (60%) of the TRACTS in the PROPERTY, and recorded in the appropriate records of Nassau County, Florida. For avoidance of doubt, the foregoing super-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.7 Binding Effect: These COVENANTS shall be binding upon and inure to the benefit of the present and future OWNERS, their grantees, heirs, representatives, successors and assigns, in interest or title and all persons claiming by, under or through the same, and shall be specifically enforceable, including without limit, by any present or future OWNER, his, her, its or their, grantees, heirs, representatives, successors and assigns in interest or title or any person claiming by, under or through the same.

6.8 Tax Sale: These COVENANTS are conclusively declared and deemed to enhance and preserve the value of the PROPERTY and as such they shall not be affected or terminated by the vesting of any title in any governmental unit or agency and/or in any subsequent purchaser by virtue of a tax sale for unpaid taxes or assessments.

6.9 Right to Subdivide: Once a TRACT has been purchased from DECLARANT, such parcel of land may be combined with other TRACTs, but shall not be subdivided nor shall only a portion of a TRACT be sold unless written approval is given by the DECLARANT.

6.10 Annexations/Additions: In its sole discretion, DECLARANT shall have the right and privilege to annex and make subject to this DECLARATION and the COVENANTS hereof additional immovable property contiguous to the PROPERTY. For these purposes, contiguous property shall include any property which may be separated from the other property subject to these COVENANTS by a public right-of-way (e.g. a road or street). Any such addition shall be enforceable and recognized upon the recordation of a Supplemental Declaration to this one which is recorded in the public records of Nassau County, Florida.

[Remainder of Page 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:

Crystal Cook
Printed Name: Crystal Cook

Dawn Hewitt
Printed Name: Dawn Hewitt

DECLARANT:
Raydient LLC dba Raydient Places +
Properties LLC, a Delaware limited liability
company

By: *S. Allister Fisher*
S. Allister Fisher
Its: Vice President

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 14th day of March, 2019
by S. Allister Fisher as Vice President of Raydient LLC dba Raydient Places + Properties LLC, a Delaware
limited liability company, on behalf of the company, who is personally known to me.

Cynthia L. Jones
Notary Public
Name: Cynthia L. Jones
My Commission Expires: 10/10/19

SEAL

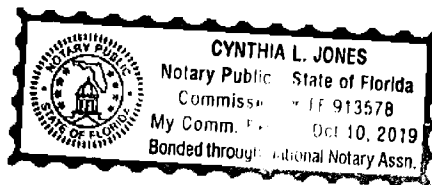


Exhibit A – Description of the Property

A PARCEL OF LAND LYING AND BEING SITUATE IN SECTIONS 11 AND 39, TOWNSHIP 3 NORTH, RANGE 25 EAST, NASSAU COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1872, PAGE 920, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHERN-MOST CORNER OF SAID SECTION 39; THENCE NORTH 54°36'50" WEST ALONG THE SOUTHWESTERLY BOUNDARY OF SAID SECTION 39 A DISTANCE OF 1364.90 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 54°36'50" WEST ALONG SAID SOUTHWESTERLY BOUNDARY A DISTANCE OF 2200.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD No. 108, A 100 FOOT-WIDE RIGHT-OF-WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 7452-175; THENCE NORTH 84°01'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2646.73 FEET TO THE POINT OF CURVATURE OF A RIGHT-OF-WAY CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2814.79 FEET AND A CENTRAL ANGLE OF 05°07'08"; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY CURVE AND ARC DISTANCE OF 251.48 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 86°34'40" EAST 251.39 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°08'14" EAST A DISTANCE OF 942.67 FEET TO THE POINT OF CURVATURE OF A RIGHT-OF-WAY CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2914.79 FEET AND A CENTRAL ANGLE OF 05°20'49"; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY CURVE AN ARC DISTANCE OF 272.01 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 86°27'50" EAST 271.91 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 83°47'25" EAST A DISTANCE OF 96.93 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°00'00" EAST A DISTANCE OF 707.59 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 1800.00 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 898.66 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 78.37 ACRES, MORE OR LESS.

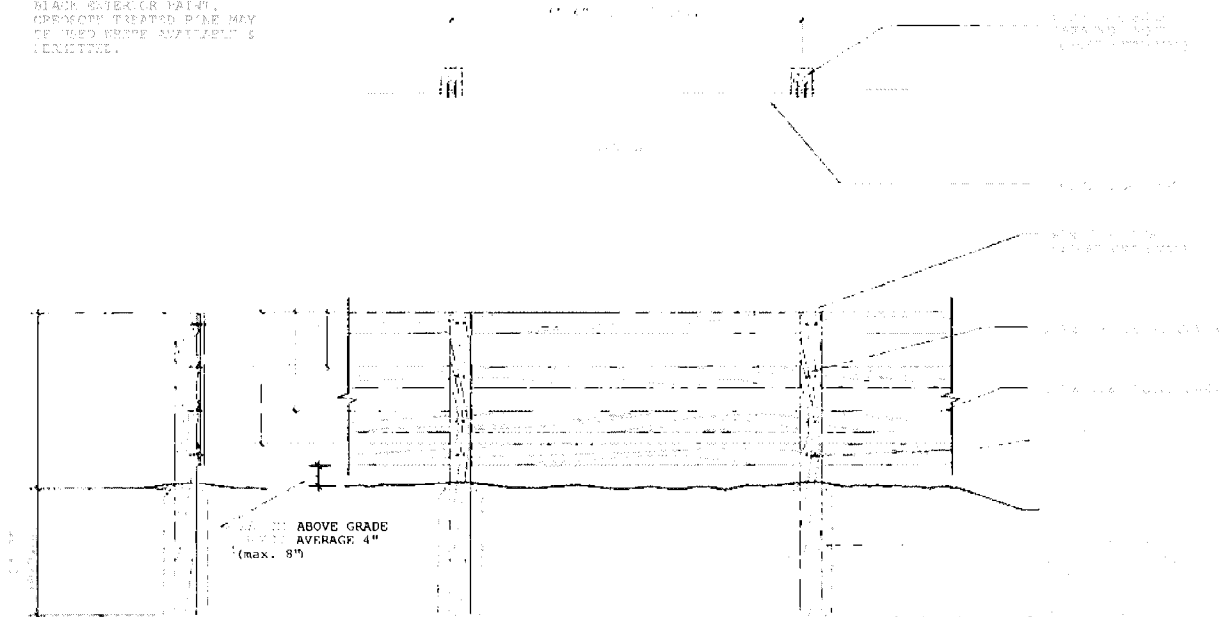
Exhibit B – Plat

PLEASE SEE ATTACHED – THREE (3) PAGES.

Exhibit C – Fence Specifications

PLEASE SEE ATTACHED - ONE (1) PAGE.

ALL WOOD TO BE PRESERVED
TREATED TOP GRADE YELLOW
PINE SPRAYED WITH FLAK
BLACK EXTERIOR PAINT.
CROWN TREATED PINE MAY
BE USED WHERE AVAILABLE &
PERMITTED.



RAYDIENT FENCE DETAIL

EXHIBIT C