

**Section 5.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Duval County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

**Section 5.4 Maintenance of Common Area and Compliance with Applicable Permits.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

**Section 5.5 Easement for Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, a perpetual easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration.

The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the

**EXHIBIT D****COMMON AREA**

The developer hereby designates all of the following tracts in Cedar Glen Unit One, according to plat in Plat Book 60, page 90, Duval County records, as Common Areas for the intended use, enjoyment, and maintenance by Cedar Glen Homeowners Association, Inc., a Florida not for profit corporation:

Tract A - Wetland Tract

Tract B - Open Space

Tract D, E, and L - Lake/Stormwater Management facility

Tract F - Upland Buffer

Tract G - Landscape Buffer

Tracts H, I, J and K - Landscape Buffer and Easement

# Cedar Glen Unit One

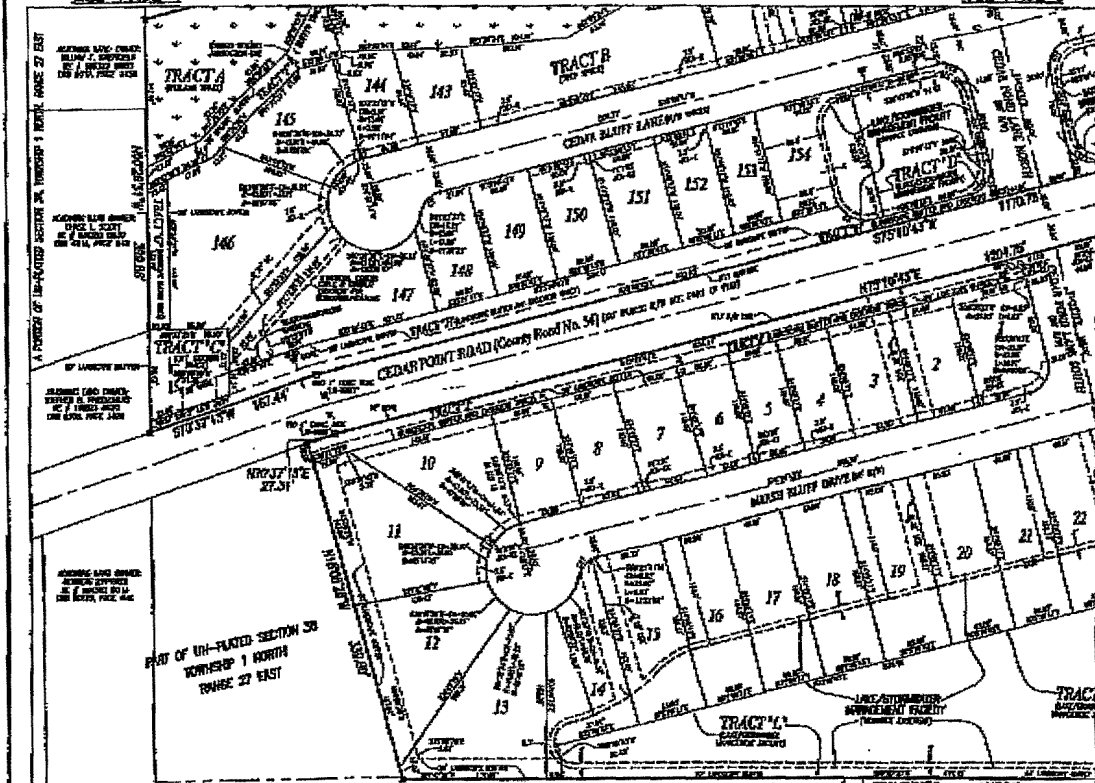
BEING A PORTION OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUAL COUNTY, FLORIDA

PLAT BOOK 66 PAGE 05

PAGE 6 OF 6 PAGES

SEE PAGE 4

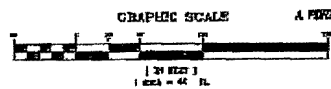
SEE PAGE 3



SEE PAGE 2 FOR GENERAL NOTES & LEGENDS



NO.	DESCRIPTION	REMARKS
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4	...	...
5	...	...
6	...	...
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A PORTION OF UN-PLATED SECTION 30, TOWNSHIP 1 NORTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUAL COUNTY, FLORIDA

ALSO SEE: PLAT BOOK 66, PAGE 05  
 PLAT BOOK 66, PAGE 05

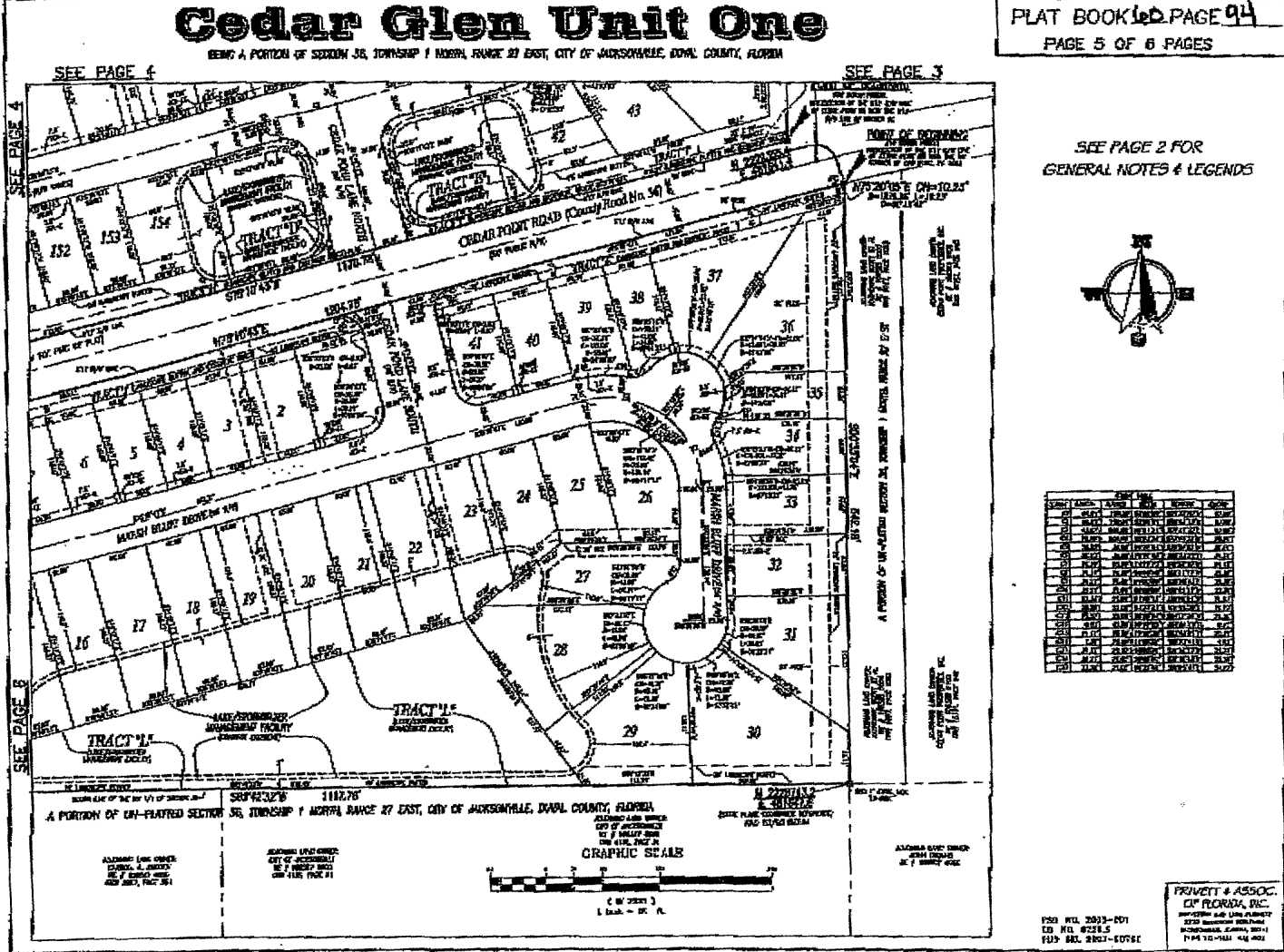
PLAT NO. 2005-061  
 CE. P.O. 1325.2  
 PFD 045, 2003-1074E

PRIVETT & ASSOC.  
 OF FLORIDA, INC.  
 8700 THUNDER BOLTWAY  
 JACKSONVILLE, FLORIDA 32217  
 (904) 442-9999 FAX (904) 442-9998

# Cedar Glen Unit One

BEING A PORTION OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

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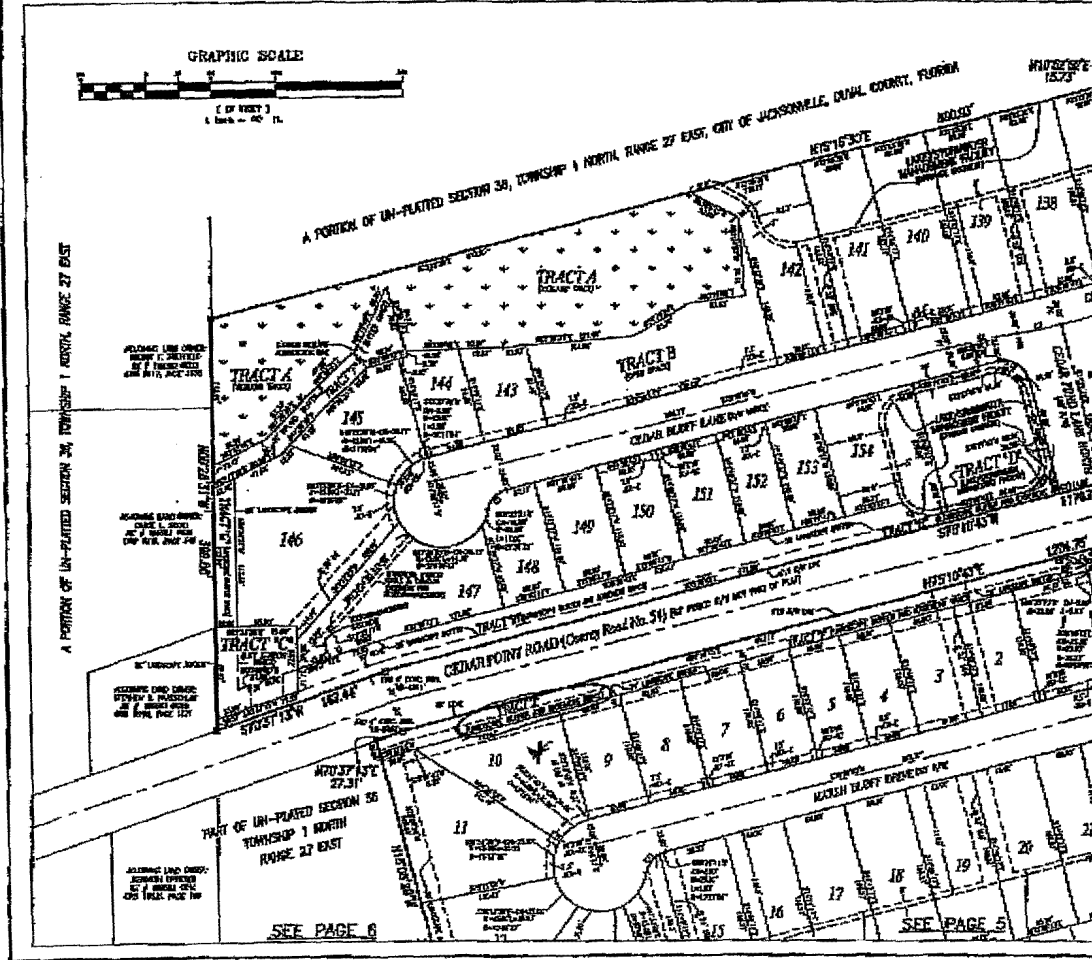
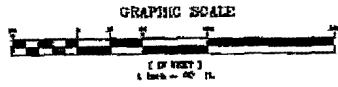


# Cedar Glen Unit One

BEING A PORTION OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUAL COURT, FLORIDA

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SEE PAGE 2 FOR GENERAL NOTES & LEGENDS



TRACT	AREA (SQ. FT.)	AREA (AC.)	PERCENTAGE
TRACT A	1,234,567	28.1	28.1%
TRACT B	1,234,567	28.1	28.1%
TRACT C	1,234,567	28.1	28.1%
TRACT D	1,234,567	28.1	28.1%
TRACT E	1,234,567	28.1	28.1%
TOTAL	4,367,890	100.0	100.0%

FRIVETT & ASSOC.  
OF FLORIDA, P.C.  
SURVEYING AND ENGINEERING  
2700 UNIVERSITY BLVD., SUITE 200  
JACKSONVILLE, FLORIDA 32211  
(904) 341-1000 FAX (904) 341-1001

BRO

9045552734

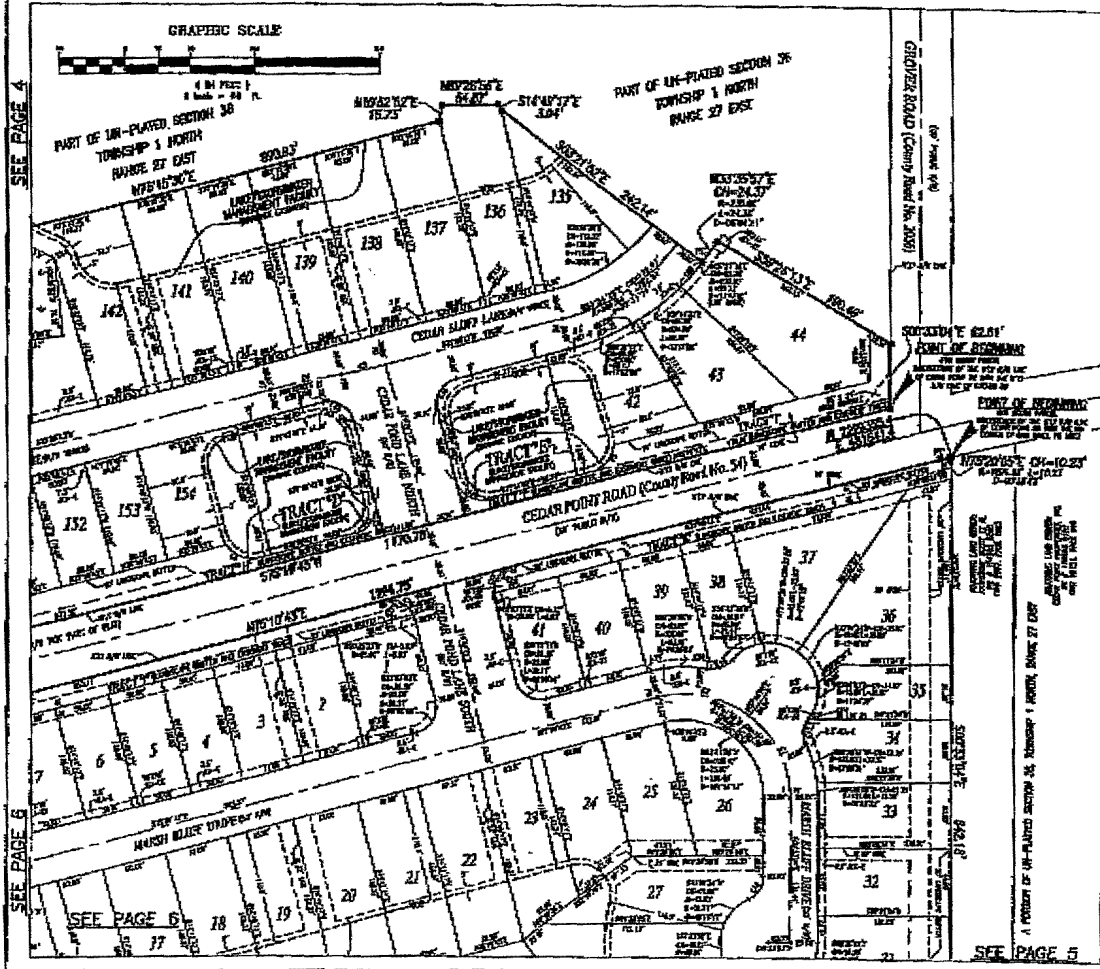
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03/20/2010

# Cedar Glen Unit One

BEING A PORTION OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

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PAGE 3 OF 6 PAGES



SEE PAGE 2 FOR  
GENERAL NOTES & LEGENDS



Color	Line	Symbol	Meaning	Notes
Blue	1/8"	---	Water	
Blue	1/4"	---	Water	
Blue	3/8"	---	Water	
Blue	1/2"	---	Water	
Blue	5/8"	---	Water	
Blue	3/4"	---	Water	
Blue	7/8"	---	Water	
Blue	1"	---	Water	
Blue	1 1/8"	---	Water	
Blue	1 1/4"	---	Water	
Blue	1 3/8"	---	Water	
Blue	1 1/2"	---	Water	
Blue	1 5/8"	---	Water	
Blue	1 3/4"	---	Water	
Blue	1 7/8"	---	Water	
Blue	2"	---	Water	
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Blue	2 3/8"	---	Water	
Blue	2 1/2"	---	Water	
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Blue	2 3/4"	---	Water	
Blue	2 7/8"	---	Water	
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Blue	9 5/8"	---	Water	
Blue	9 3/4"	---	Water	
Blue	9 7/8"	---	Water	
Blue	10"	---	Water	

PRIVATE & ASBROC  
OF FLORIDA, INC.  
INCORPORATED AND HAS ALWAYS  
2011 UNIVERSITY BLVD., SUITE 201  
JACKSONVILLE, FLORIDA 32211  
904-733-1070

2011 NO. 2225-001  
CF NO. 12112  
P/F NO. 2333-1071

SEE PAGE 4

SEE PAGE 6

SEE PAGE 5

# Brookview Elementary



10450 Theresa Drive  
Jacksonville, FL 32246  
(904) 565-2720 Fax: (904) 565-2734

*Shana Adams*  
*Principal*

F A X

DATE: 5/26/10

TO: Kingdom Management, Inc

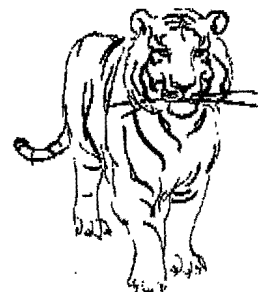
ATTN: Diane Coelho

FAX #: 645-3966

RE: Association By-Laws

NUMBER OF PAGES 6

FROM: Joyce Vito



*Maximizing individual student achievement and enabling students to  
Reach their fullest potential through accountability and self-responsibility*