

Date Submitted: <i>2/28/25</i>	<div style="text-align: center;"> <b>COMPANION APPLICATION</b>  <i>Z-5738</i>  <i>WRF-25</i> </div>	Application Number:
Date Filed:		Public Hearing:

## Application for Waiver of Minimum Required Road Frontage

City of Jacksonville, Florida  
Planning and Development Department

Please type or print in ink. Instructions regarding the completion and submittal of this application are located at the end of this form. For additional information, please contact the Planning and Development Department at (904) 255-7865.

For Official Use Only			
Current Zoning District: <i>CCO-1</i>		Current Land Use Category: <i>C6C</i>	
Council District: <i>11</i>		Planning District: <i>3</i>	
Previous Zoning Applications Filed (provide application numbers): <i>none found</i>			
Applicable Section of Ordinance Code: <i>656.407</i>			
Notice of Violation(s): <i>none found</i>			
Neighborhood Associations: <i>none</i>			
Overlay: <i>none</i>			
LUZ Public Hearing Date:		City Council Public Hearing Date:	
Number of Signs to Post: <i>1</i>	Amount of Fee: <i>\$1173.</i>	Zoning Asst. Initials: <i>JT/CR</i>	

*Companion Z-5738*

PROPERTY INFORMATION	
1. Complete Property Address: <b>10136 Keskin Ave</b>	2. Real Estate Number: <b>155549-0505</b>
3. Land Area (Acres): <b>0.12</b>	4. Date Lot was Recorded: <b>1/23/1991</b>
5. Property Located Between Streets: <b>Keskin Avenue off of Philips Highway</b>	6. Utility Services Provider: City Water / City Sewer <input checked="" type="checkbox"/> Well / Septic <input type="checkbox"/>
7. Waiver Sought: Reduce Required Minimum Road Frontage from <u><b>35</b></u> feet to <u><b>0</b></u> feet.	
8. In whose name will the Waiver be granted? <b>Lee Mariluz</b>	

OWNER'S INFORMATION (please attach separate sheet if more than one owner)	
9. Name: <b>Lee Mariluz</b>	10. E-mail: <b>info@bodiesbylulu.com</b>
11. Address (including city, state, zip): <b>10501 San Jose Blvd Jacksonville, FL 32257</b>	12. Preferred Telephone: <b>904-994-3247</b>

APPLICANT'S INFORMATION (if different from owner)	
13. Name: <b>Kyle F. Davis</b>	14. E-mail: <b>kdavis@bdbjax.com</b>
15. Address (including city, state, zip): <b>219 N Newnan St. 2nd Floor Jacksonville, FL 32202</b>	16. Preferred Telephone: <b>904-559-2648</b>

CRITERIA
<p>Section 656.101(l), Ordinance Code, defines a waiver as "a relaxation of the Zoning Code minimum street frontage, pursuant to Section 656.407, Ordinance Code."</p> <p>Section 656.133(d)1 through 5, Ordinance Code, provides that, with respect to action upon Applications for Waivers, the City Council shall grant a waiver for reduction of the minimum requirements for road frontage, if the Council makes a positive finding based upon substantial, competent evidence that the application meets all of the following five (5) criteria:</p> <ul style="list-style-type: none"> <li>i. <i>There are practical or economic difficulties in carrying out the strict letter of the regulation;</i></li> <li>ii. <i>The request is not based exclusively upon the desire to reduce the cost of developing the site or to circumvent the requirements of Chapter 654 (Code of Subdivision Regulations);</i></li> <li>iii. <i>The proposed waiver will not substantially diminish property values in, nor alter the essential character of the area surrounding the site and will not substantially interfere with or injure the rights of others whose property would be affected by the waiver;</i></li> <li>iv. <i>There is a valid and effective easement for adequate vehicular access connected to a public street which is maintained by the City or approved private street;</i></li> <li>v. <i>The proposed waiver will not be detrimental to the public health, safety or welfare, result in additional expense, the creation of nuisances or conflict with any other applicable law.</i></li> </ul>

17. Given the above definition of a "waiver" and the aforementioned criteria by which the request will be reviewed against, please describe the reason that the waiver is being sought. Provide as much information as you can; you may attach a separate sheet if necessary. Please note that failure by the applicant to adequately substantiate the need for the request and to meet the criteria set forth may result in a denial.

Sec. 656.407

Requiring at least 35' of frontage along an access way.

## ATTACHMENTS

The following attachments must accompany each copy of the application.

- ☐ Survey
- ☐ Site Plan – two (2) copies on 8 ½ x 11 and two (2) copies on 11 x 17 or larger
- ☐ Property Ownership Affidavit (Exhibit A)
- ☐ Agent Authorization if application is made by any person other than the property owner (Exhibit B)
- ☐ Legal Description – may be written as either lot and block, or metes and bounds (Exhibit 1)
- ☐ Proof of property ownership – may be print-out of property appraiser record card if individual owner, [http://apps.coj.net/pao\\_propertySearch/Basic/Search.aspx](http://apps.coj.net/pao_propertySearch/Basic/Search.aspx), or print-out of entry from the Florida Department of State Division of Corporations if a corporate owner, <http://search.sunbiz.org/Inquiry/CorporationSearch/ByName>.
- ☐ Proof of valid and effective easement for access to the property.

## FILING FEES

\*Applications filed to correct existing zoning violations are subject to a double fee.

<u>Base Fee</u>	<u>Public Notices</u>	<u>Advertisement</u>
Residential Districts: \$1,161.00	\$7.00 per Addressee	Billed directly to owner/agent
Non-residential Districts: \$1,173.00		

## AUTHORIZATION

Please review your application. No application will be accepted until all of the requested information has been supplied and the required fee has been paid. The acceptance of an application as being complete does not guarantee its approval by the City Council. The owner and/or authorized agent must be present at the public hearing.

The required public notice signs must be posted on the property within five (5) working days after the filing of this application. Sign(s) must remain posted and maintained until a final determination has been made on the application.

**I hereby certify that I have read and understand** the information contained in this application, that I am the owner or authorized agent for the owner with authority to make this application, and that all of the information contained in this application, including the attachments, is true and correct to the best of my knowledge.


### Owner(s)

Print name: Lee Mariluz

Signature: 

### Applicant or Agent (if different than owner)

Print name: Kyle Davis

Signature: 

*\*An agent authorization letter is required if the application is made by any person other than the property owner.*

### Owner(s)

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

## SUBMITTAL

This application must be typed or printed in ink and submitted along with three (3) copies for a total of **four (4) applications**. Each application must include **all required attachments**.

### Submit applications to:

Planning and Development Department, Zoning Section

214 North Hogan Street, 2<sup>nd</sup> Floor

Jacksonville, Florida 32202

(904) 255-8300



City of Jacksonville  
Planning & Development Department  
214 N. Hogan Street, Suite 300  
Jacksonville, Florida 32202

**AFFIDAVIT OF PROPERTY OWNERSHIP AND DESIGNATION OF AGENT**  
**Individual**

Mariluz Lee

Owner (Affiant) Name

0 Keskin Ave , Jacksonville, FL 32256

Address(es) for Subject Property

155549 0505

Real Estate Parcel Number(s) for Subject Property

Kyle Davis

Appointed or Authorized Agent(s)

Administrative Deviation

Type of Request(s)/Application(s)

STATE OF Florida

COUNTY OF Duval

BEFORE ME, the undersigned authority, this day personally appeared Mariluz Lee,  
who being by me first duly sworn, under oath, deposes and states as follows:

1. I am the owner and record title holder of the property described above and more specifically in the attached legal description (the "Subject Property"), which property is the subject of the above noted request(s)/application(s) being made to the City of Jacksonville.
2. I have appointed, and do hereby appoint, the above-noted person(s)/entity as agent(s) to act on my behalf in connection with the above-referenced request(s)/application(s). Said agent(s) is/are authorized and empowered to act as my agent to file application(s) for land use amendment(s), rezoning(s), and/or other development permits for the Subject Property as identified above and, in connection with such authorization, to file such applications, papers, documents, requests and other matters necessary to effectuate and pursue such requested change(s) and/or development permit(s) and including appearances before all City boards, commissions or committees on behalf of the application(s). In authorizing the agent(s) named herein to represent me, I attest that the application(s) is/are made in good faith.
3. I acknowledge that any change in ownership of the Subject Property and/or the designated agent(s) that occurs prior to the date of final public hearing or City Council action on the application(s) associated herewith shall require a new Affidavit of Property Ownership and Designation of Agent be submitted to the City of Jacksonville Planning and Development Department to reflect any such changes.

PREVIOUS VERSIONS OF THIS FORM ARE OBSOLETE

4. I further acknowledge and affirm that I am familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath. Under penalty of perjury, I hereby declare that I have examined this Affidavit and to the best of my knowledge and belief, it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Mari Luz Lee  
Signature of Affiant

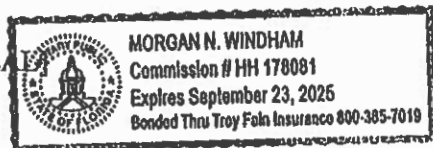
MARI LUZ LEE  
Printed/Typed Name of Affiant

NOTARIAL CERTIFICATE

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 14, day of June, 2024, by Mari Luz Lee, who is ☐ personally known to me or ☐ has produced identification and who took an oath.

Type of identification produced FL DL

[NOTARY SEAL]



Morgan Windham  
Notary Public Signature

Morgan Windham  
Printed/Typed Name – Notary Public

My commission expires: 9-23-2024 <sup>MW</sup> 202

**NOTE: APPLICATIONS SUBMITTED WITH AN INCORRECTLY COMPLETED, INCOMPLETE, OR ALTERED AFFIDAVIT OF PROPERTY OWNERSHIP AND DESIGNATION OF AGENT FORM(S) WILL NOT BE PROCESSED.**

PREVIOUS VERSIONS OF THIS FORM ARE OBSOLETE

LEE MARQUILIZ  
10901 SAN JOSE BLVD STE 1  
JACKSONVILLE, FL 32257

Primary Site Address  
0 PHILIPS HWY  
JACKSONVILLE, FL 32256

Official Record Book/Page  
20623-02219

Property taxes are subject to change upon change of ownership.  
• Past taxes are not a reliable projection of future taxes.  
• The sale of property will prompt the removal of all exemptions, assessment caps and special classifications.

Title #  
7601

2023 TRIM HWY

Parcel #	135549-0505
Tract/Block	CS
Property Use	1000 Vacant Comm
# of Buildings	0
Legal Desc.	For full legal description see Land & Legal section below
Subdivision	04665 AVENUES CROSSING UNIT 01
Total Area	5368

The sale of this property may result in higher property taxes. For more information go to State QAL Forms and our Property Tax Estimator. In Progress property values, exemptions and other supporting information are the property of the taxing authority and are subject to change. Certified values listed in the Value Summary are those certified in October, but may include any official changes made after certification (LADO) for the Property Appraiser's Office values 20230505.

Value Summary		2023 Certified	2024 In Progress
Value Description	Value Method	CAVA	CAVA
Total Building Value	\$0.00	\$0.00	\$0.00
Score Features Value	\$0.00	\$0.00	\$0.00
Land Value (Market)	\$15,942.00	\$17,603.00	\$17,603.00
Land Value (Market)	\$0.00	\$0.00	\$0.00
Land Value (Market)	\$15,942.00	\$17,603.00	\$17,603.00
Assessed Value	\$462.00	\$0.00 / \$0.00	\$0.00 / \$0.00
Cap Rpt/Perceivable Amt	\$15,480.00 / \$0.00	See below	See below
Exemptions	\$0.00	See below	See below
Taxable Value	\$462.00	See below	See below

Taxable Values and Exemptions - In Progress

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box. County/Municipal Taxable Value

SCHOOL TAXABLE VALUE  
No applicable exemptions

Sales History

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
20623-02219	3/17/2023	\$20,000.00	WD - Warranty Deed	Qualified	Vacant
18732-01821	9/13/2019	\$100,000	MS - Miscellaneous	Unqualified	Vacant
18736-01203	6/12/2019	\$9,000.00	TD - Tax Deed	Unqualified	Vacant
02092-01133	3/22/1991	\$100,000	QC - Quit Claim	Unqualified	Vacant

Extra Features

No data found for this section

Land & Legal

Lot	Code	Use Description	Zoning Assignment	Front	Depth	Category	Land Urban	Land Type	Land Value
1	1000	COMMERCIAL	CD0-1	0.00	0.00	Commercial	5,314.00	Square Footage	\$17,603.00

Legal		Legal Description
1	46-41-01-45-27E-122	TRACT A
2		
3		

Buildings

No data found for this section

2023 Notice of Proposed Property Taxes (TRIM Notices)

Taxing Districts		Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Exempted
Gen Gov't Ex 04A3		\$462.00	\$0.00	\$462.00	\$4.75	\$5.23	\$4.78
Public Schools: By State Law		\$15,942.00	\$0.00	\$15,942.00	\$1.36	\$50.74	\$46.78
By Land Board		\$15,942.00	\$0.00	\$15,942.00	\$0.94	\$35.84	\$32.50
By Land Navigation Dist.		\$462.00	\$0.00	\$462.00	\$0.01	\$0.01	\$0.01
Water Right Dist. STRWMD		\$462.00	\$0.00	\$462.00	\$0.08	\$0.08	\$0.08
School Board Voted		\$15,942.00	\$0.00	\$15,942.00	\$0.00	\$15.94	\$0.00
Totals					\$7.14	\$107.84	\$94.15
Description		Last Year	Assessed Value	Exemptions	Taxable Value		
		Current Year	\$462.00	\$0.00	\$462.00		
			\$15,942.00	\$0.00	\$15,942.00		

2023 TRIM Property Record Card (PRC)

This PRC reflects property details and values at the time of the original mailing of the Notices of Proposed Property Taxes (TRIM Notices) in August.

Property Record Card (PRC)

The PRC accessed below reflects property details and values at the time of Tax Roll Certification in October of the year listed.

2023

2022

2021

2020

2019

2018

2017

2016

2015

2014

• To obtain a historic Property Record Card (PRC) from the Property Appraiser's Office, submit your request here:

More Information

<https://paopropertysearch.coi.net/BasicDetail.aspx?RE=1555490505>

DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR  
AVENUES CROSSING

OFFICIAL RECORDS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made as of February 4, 1991, by Little Harbour Plaza, Inc., a Florida corporation ("Declarant") and PLH/Phillips Highway Holdings, Inc., a Florida corporation ("PLH").

Preliminary Statement

Declarant and PLH are collectively the owners of the real property located in Duval County, Florida more particularly described in Exhibit A attached hereto (the "Property"). The parties intend by this Declaration to establish ingress and egress easements for private roads and a master drainage plan for the Property and to provide for the maintenance, use and administration of the private roads and drainage systems for the benefit of the owners of all or any portion of the Property.

NOW THEREFORE, Declarant and PLH hereby declare that all of the real property described in Exhibit A shall be held, sold, transferred, occupied and used subject to the easements, restrictions, covenants and conditions herein set forth.

ARTICLE I

## DEFINITIONS AND INTERPRETATION

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents shall have the following meanings and shall be construed in accordance with the interpretative provisions of this Article:

1.1 "Additional Lands" means the lands in Duval County, Florida described on Exhibit B to this Declaration.

1.2 "Association" means Avenues Crossing Association, Inc., a Florida not for profit corporation, its successors and assigns.

1.3 "Declarant" means Little Harbour Plaza, Inc., a Florida corporation, or its successors and assigns to whom the Declarant named herein has specifically assigned its rights and obligations as Declarant with respect to all or a part of the Property.

1.4 "Common Facilities" means the Drainage Facilities and the private roads and ingress and egress easements herein established and shown on the Plat.

1.5 "Drainage Facilities" means all drainage pipes, equipment, outflow control structures, underdrains, retention and detention areas and related drainage facilities associated with the Property, or necessary or convenient for providing drainage of stormwaters.

1.6 "Legal Documents" means this Declaration of Covenants and Restrictions, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing.

1.7 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot or to any portion of the Additional Lands that may be made subject to the provisions of this Declaration in the manner provided herein, including contract sellers, but excluding contract buyers and any other Person holding such fee simple title merely as security for the performance of an obligation. Declarant is an Owner to the extent of each Lot from time to time owned by the Declarant.

Prepared by and ~~revised~~ to:  
Bert C. Simon, Esq.  
Gartner, Brock & Simon  
Post Office Box 10697  
Jacksonville, FL 32247-0697

EX - NEEDS SEN HART  
411 1ST ST. SO.  
TAY BEACH, FL 32250

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## OFFICIAL RECORDS

1.8 "Lot" or "Lots" means any parcel of land shown on a recorded subdivision plat of the Property, as a subdivision lot, or any parcel designated by Declarant as a Lot, excluding any separately designated parcels intended for use as utility sites, streets, or rights-of-way. Until all or a portion of the Additional Lands are made subject to this Declaration, the initial Lots are lots 1, 2 and 3 shown on the Plat.

1.9 "Person" means any natural person or artificial entity having legal capacity.

1.10 "Plat" means the recorded plat of any lands within the Property and any replats, additions, or amendments thereto. Initially, Plat refers to that subdivision plat of Avenues Crossing Unit One to be recorded in the Public Records of Duval County, Florida. A copy of the map portion of the proposed plat of Avenues Crossing Unit One is attached hereto as Exhibit C. In the event all or a portion of the lands described on Exhibit B hereto are platted and if Declarant has extended the provisions of this Declaration to such platted lands, then "Plat" shall include the recorded plats of such lands.

1.11 "Property" means the lands in Duval County, Florida, described on Exhibit "A" attached to this Declaration, together with all other lands that hereafter may be made subject to the provisions of this Declaration in the manner provided herein.

1.12 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" has the same effect as the use of the term "shall". Wherever any time period is measured in days, "days" means consecutive calendar days; and, if any such time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

## ARTICLE II

## DEVELOPMENT PLAN

2.1 Private Easements for Roads and Ingress and Egress.

(a) Declarant and PLH, each with reference to those portions of the Property owned by them, grant non-exclusive perpetual easements appurtenant to each of the Lots for ingress and egress across those portions of the Property more particularly described on Exhibit D attached hereto, and identified thereon as Easement 1 - Ingress, Egress and Utilities, Easement 2 - Ingress, Egress and Utilities; Easement 3 - Utilities and Approved Private Road; Easement 4 - Utilities and Approved Private Road; Easement 6 - Utilities and Approved Private Road; Easement 7 - Ingress and Egress Easement (Gulf) and Easement 8 - Ingress, Egress and Utilities for ingress and egress from the Lots to publicly dedicated rights of way. Additionally, Declarant grants a non-exclusive perpetual easement appurtenant to the is described in Official Records Volume 6418, page 1306 of the Public Records of Duval County, Florida (the "BP Parcel") over that portion of the Property more particularly described on Exhibit D and identified thereon as Easement 7 - Ingress and Egress Easement (Gulf) for

## OFFICIAL RECORDS

ingress and egress to publicly dedicated rights-of-way. PLH hereby grants to Declarant a non-exclusive perpetual easement over those portions of the Property owned by PLH for ingress, egress and parking for Lot 1 and the right to pave any portion of said Property for such purposes.

(b) If those portions of the Additional Lands identified on Exhibit B as "Avenues Crossing Unit Two" are made subject to all or a portion of the provisions of this Declaration, then Declarant reserves the right to grant reciprocal non-exclusive perpetual easements appurtenant to Lot 3 shown on the Plat and all of the lands within said Unit Two for pedestrian and vehicular traffic across the sidewalks, driveways and paved areas from time to time located on Lot 3 and said Unit Two for ingress and egress from Lot 3 and said Unit Two to and from Phillips Highway (U.S. Highway No. 1 - State Road No. 5, a publicly dedicated right-of-way).

(c) The foregoing easements shall inure to the benefit of the Association and the Owners of Lots, and their respective invitees, guests, lessees, successors and assigns, the holders of mortgages encumbering their Lots, United States mail carriers and delivery personnel, fire protection and emergency personnel, police and other authorities of law, representatives and personnel of utilities and trash collection services and other public officials requiring access to such lands. Nothing herein shall be deemed to create any easements or rights in the general public.

2.2 Private Easements for Utilities. Declarant and PLH each with reference to those portions of the Property owned by them, establish non-exclusive perpetual easements appurtenant to the Lots for the installation, maintenance, use, modification, repair and replacement of utility lines and facilities, over those portions of the Property identified as Easement 1 - Ingress, Egress and Utilities, Easement 2 - Ingress, Egress and Utilities, Easement 3 - Utilities and Approved Private Road, Easement 4 - Utilities and Approved Private Road, Easement 6 - Utilities and Approved Private Road, Easement 7 - Ingress and Egress (Gulf), Easement 8 - Utilities, Ingress and Egress and Tract C, which are more particularly described on Exhibit D attached to this Declaration, together with the right of access to exercise the foregoing easement rights. Declarant reserves to itself the right to grant, dedicate, transfer or assign in whole or in part the utility easements herein established to any private or public utility.

2.3 Private Easements for Drainage. All portions of the Property, except Lot 1 and Tract A, are subject to a master drainage plan as set forth herein.

(a) Lots 2 and 3 and Tract B are subject to nonexclusive perpetual drainage easements on those portions of the Property more particularly described on Exhibit D and identified thereon as Easement 5 - Drainage, Easement 9 - Drainage, Easement 10 - Drainage, Easement 11 - Drainage, and Easement 12 - Drainage, for drainage of stormwaters and for the installation, use, maintenance, repair, and replacement of Drainage Facilities. Lots 2 and 3 and Tract B are subject to nonexclusive perpetual easements for the storage and retention of stormwaters within the areas identified on Exhibit D as Easements 5, 11 and 12 (the "Retention Areas").

(b) All of the Property, except lot 1 and Tract A have a perpetual nonexclusive easement to drain stormwaters discharged from such lands through the drainage easements shown on the Plat into the Retention Areas.

(c) If those portions of the Additional Lands identified as "Avenues Crossing Unit Two", "Tract D" or the "BP Parcel" are made subject to all or a portion of the provisions of this

Declaration, then Declarant reserves the right to grant similar drainage and retention easements to those lands OFFICIAL RECORDS

2.4 Extension to Additional Lands. If all or a portion of the Additional Lands are made subject to all or a portion of this Declaration, then Declarant shall have the right to extend the access and utilities easements established in this Declaration to the benefit of the owners of such lands, subject to the obligations set forth herein, without further consent or action by PLH, the Association, Owners, or any other Person.

2.5 Additional Restrictions and Easements. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any portions of the Property owned by Declarant. The easements granted by Declarant shall not materially adversely affect any improvements or unreasonably interfere with the easement rights herein granted. Declarant reserves the right to unilaterally amend this Declaration from time to time to locate and specifically describe drainage easement areas, to relocate such areas, and to release other portions of Lots from the drainage easements herein established, provided that the master drainage plan is not adversely affected; and provided further, if an affected Lot is owned by an Owner other than Declarant, that Owner shall join in the amendment. Except as expressly stated, all rights reserved in this Declaration may be exercised by Declarant without the consent or joinder of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property (except the holder of that Florida Mortgage & Security Agreement recorded at Volume 6741, page 649 of the Public Records of Duval County, Florida, as amended) or any other Person.

2.6 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to all Lots and the Additional Lands, unless this Article expressly allows grants of such benefits to additional Persons. If any portions of the Additional Lands are made subject to this Declaration, this Declaration shall be amended to specify the easements and rights appurtenant to such lands. In no event does the benefit of any such easement extend to the general public.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner of a Lot is a member of the Association. The Declarant is a member of the Association for each Lot owned and for so long as Declarant has the right to submit all or a portion of the Additional Lands to all or a portion of the provisions of this Declaration. No memberships are appurtenant to Tracts A, B, C and D shown on the Plat or described on Exhibit B. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership appurtenant to a Lot is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. Except as to Declarant, membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot. If all or a portion of the Additional Lands are made subject to this Declaration, the owners of Lots within such lands shall automatically become members of the Association.

## OFFICIAL RECORDS

3.2 Voting Rights and Classifications.

(a) Voting rights within the Association are allocated to each of the Lots shown on the plat of Avenues Crossings as follows:

Lot Number	Votes
1	2
2	2
3	4

No votes are allocated to Tracts A, B or C shown on the Plat.

If the Additional Lands are made subject to this Declaration, Declarant shall allocate votes to each parcel within the Additional Lands based on the relative sizes of parcels so that existing Lots and new Lots of approximately the same size shall have the same number of votes. If the BP Parcel becomes subject to this Declaration, it shall be allocated one vote.

(b) To the extent that some Lots, including parcels created by the annexation of the Additional Lands are not granted the benefit of the drainage, utilities or access easements, and are not subject to assessments for maintenance of such easements, then the Owners of such Lots or parcels shall not be permitted to vote on matters pertaining to such easements or assessments, unless the Owner's interests can be shown to be directly affected. Accordingly, the Owner of Lot 1 shall not have the right to vote on matters pertaining to the Drainage Facilities unless that Owner's interests can be shown to be directly affected.

3.3 Co-Ownership. If title to a Lot is held by a corporation or partnership, the secretary of the corporation or the managing general partner shall file with the Association a certificate designating the authorized voting representative of the corporation or partnership, which shall be effective until rescinded.

3.4 Inspection of Records. All books, records, and papers of the Association will be open to inspection and copying during reasonable business hours by any Owner and by Declarant, so long as Declarant has the right to annex all or a portion of the Additional Lands. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies (certified, if requested) of any of its books, records, and other papers, although the Association may make a reasonable, uniform charge for such copies and certification.

3.5 Amplification. The members of the Association shall elect the Board of Directors of the Association, who shall manage the affairs of the Association. The Board of Directors shall appoint officers of the Association to administer the operation of the Association. The provisions of this Article are amplified by the Association's Articles and By-Laws; but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Declarant intends that the provisions of this Declaration, and the provisions of the Articles and By-Laws be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, the provisions of this Declaration shall control anything in the Articles or By-Laws to the contrary.

ARTICLE IV

## RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Private Roads and Access Easements. The Association shall maintain in good repair and useful condition all areas iden-

## OFFICIAL RECORDS

tified on Exhibit D or the Plat as "Approved Private Road Easements" and "Ingress and Egress Easements" or similar wording, including such areas located on Tracts A and D. The foregoing maintenance responsibility shall include periodic resealing and replacement of such paved areas, and repainting or replacing of directional markers or signs.

#### 4.2 Stormwater and Surfacewater Management.

(a) The Association shall maintain the stormwater management system constructed on the Property pursuant to permits issued to Declarant by the State of Florida Department of Environmental Regulation, the St. Johns River Water Management District, the U.S. Corps of Army Engineers, or other governmental authorities having jurisdiction over the maintenance of stormwater drainage facilities in a good and servicable condition and in compliance with the requirements of the regulations of such governmental authorities. It is the Association's obligation to maintain these facilities, notwithstanding that the stormwater management system is located on one or more of the Lots or Tracts. Subject to the rights of such governmental authorities, the Association shall have the exclusive right to determine and control water levels and water quality, and to control the growth and removal of plants, fungi, waterfowl and animals within the water retention and detention areas.

(b) If the Association is dissolved, those portions of the Lots and Tracts on which are located parts of the surfacewater management system shall be subject to easements to the appropriate agency of local government to operate and maintain the stormwater management system.

4.3 Wetlands. Wetlands mitigation areas identified in the St. Johns River Water Management District Permit #12-031-0055, as amended, shall be maintained by the Association in accordance with said permit.

4.4 Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent it deems advisable and may contract for such personnel as the Board of Directors determines are necessary, convenient, or desirable for the proper performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the performance of the Association's responsibilities or the enforcement of the Legal Documents or the Association's Regulations.

4.5 Rules and Regulations. The Association from time to time may adopt, amend, rescind, and enforce reasonable regulations governing the use of the Common Facilities, so long as such regulations are consistent with the rights and duties established by the Legal Documents. The validity of the Association's regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property. The regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, or may be amended by a majority of the voting interests of membership present and voting at any regular or special meeting convened for such purpose. No rule, regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement of any restriction or covenant imposed on the Property by this Declaration shall be effective without the written approval of the Declarant.

4.6 Implied Rights. The Association may exercise the rights, powers, or privileges given to it expressly by the Legal

## OFFICIAL RECORDS

Documents and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

4.7 Access by Association. The Association has a right of entry on to each Lot and all Tracts shown on the Plat to the extent reasonably necessary to the Association's performance of any duty imposed, or exercise of any right granted, by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable manner and upon reasonable notice whenever circumstances permit. The Association's right of entry may be exercised by its agents, employees, or contractors.

4.8 Restriction on Capital Improvements. All capital improvements to the private streets, easements and the stormwater management system, except for replacement or repair of those items originally installed in the development of the Property must be approved by two-thirds (2/3) vote of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

4.9 Reserves. The Association shall establish and maintain an adequate reserve fund for the repair and replacement of improvements and personal property that the Association is obligated to maintain under the provisions of the Legal Documents. Reserves, as determined from time to time by the Board of Directors, shall be funded from the annual maintenance assessment described in Article VI hereof.

ARTICLE V

## COVENANTS FOR ASSESSMENTS

5.1 Assessments Established. There are hereby established for each Lot within the Property, and each Owner of any Lot by acceptance of a deed or other conveyance of record title to a Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments, as defined in paragraph 5.2 of this Article; and

(b) Special assessments, as defined in paragraph 5.3 of this Article;

(c) Specific assessments against any particular Parcel that are established pursuant to any provisions of the Legal Documents, as provided in paragraph 5.5 of this Article; and

Tracts A, B and C shown on the Plat are not subject to Association assessments. Lot 1 is not subject to assessments related solely to the Drainage Facilities. Lot 2 shall not be subject to assessments relating solely to Mussells Acres Road, if that portion of the Additional Lands is made subject to this Declaration. To the extent any portion of the Additional Lands shall not be entitled to the benefit of all or some of the easements and rights herein established, such lands shall not be subject to assessments allocable solely to such easements or rights.

5.2 Annual Assessment.

(a) Purpose. The annual assessment levied by the Association shall be used for the operation, management, maintenance, repair, renewal and replacement of the Common Facilities, the performance of the Association's responsibilities and payment of the Association's expenses and costs, and exercise of the Association's rights as established in the Legal Documents. The Board of Directors shall include in the annual assessments reserves to provide for the repair, replacement and improvement of the Common Facilities.

## OFFICIAL RECORDS

(b) Amount. The Board of Directors shall prepare an annual budget for each fiscal year of the Association setting forth anticipated expenses of operating, maintaining and repairing the Common Facilities and performing the Association's duties, as set forth above. The Directors shall deliver a copy of the proposed budget to each Owner not less than fifteen (15) days prior to the meeting of the Directors at which the proposed budget will be reviewed and adopted. Any Directors meeting at which the budget or assessments are to be considered shall be open to Owners and notice thereof, stating the purpose, time and place of the meeting, shall be given not less than fifteen (15) days before such meeting. The amount of the annual assessment for each Lot shall be determined by the Board of Directors as hereinafter provided, and such assessment shall be payable in one or more installments as determined by the Board of Directors without interest so long as not more than thirty (30) days delinquent. Written notice of such assessment shall be given to every Owner; but the failure to give notice will not invalidate any otherwise proper assessment. In the absence of Board action to fix an annual assessment for the next fiscal year, the annual assessment then in effect will continue until the Board adopts a new budget and fixes assessments thereunder.

(c) Commencement of Annual Assessment. The annual assessment begins as to all Lots within the Property on the first day of the month following the first conveyance of a Lot by Declarant to a third party. If this Declaration is extended to all or a portion of the Additional Lands, the annual assessment for those lands will commence the first day of the month following the recording of an amendment to this Declaration extending the operation of this Declaration to such lands.

5.3 Special Assessments for Capital Improvements. In addition to the annual assessment, the Association may assess each Owner of a Lot in any fiscal year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair, or replacement of a capital improvement of the Common Facilities or which is the maintenance responsibility of the Association, provided that such assessment is approved by two-thirds (2/3) of the votes of Owners of Lots present in person or by proxy and eligible to vote at a meeting duly convened for such purpose.

5.4 Calculation of Assessments for Lots. The amount of the annual assessment, and special Common Facilities assessments under paragraph 5.3, allocable to each Lot shall in each case be determined by multiplying the total of such assessment by a fraction the numerator of which shall be the number of votes allocated to such Lot under Section 3.2 hereof and the denominator shall be the total number of votes for all Lots in the Association that are permitted to vote on the matter which is the subject of the assessment.

5.5 Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or any act or omission of the Owner or any occupant of such Owner's Lot also may be assessed by the Association against such Owner after the Owner fails to pay it when due and such failure continues for thirty (30) days after written notice.

5.6 Certificates of Payment. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether the assessments against a Lot have been paid and, if not, the unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance.

## OFFICIAL RECORDS

5.7 Lien for Assessments. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on the Lot in favor of the Association. This lien shall be effective upon recording a claim of lien in compliance with Law, which shall continue in effect until all sums secured by the lien have been paid in full, or as otherwise limited by Law. Claims of lien shall be signed by an officer of the Association. The Association's lien is subject and inferior to the lien for all sums secured by any recorded mortgage, deed of trust or similar document securing an indebtedness, held by an institutional mortgagee, unless a claim of lien for delinquent assessments has been recorded prior to the recording of such mortgage, deed of trust or similar document. Except for liens for all sums secured by such institutional mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that their liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating such lien.

5.8 Remedies of the Association.

(a) General. Any assessment not paid within 30 days after its due date bears interest at a uniform rate from time to time established by the Board of Directors not to exceed the maximum lawful rate from time to time permitted under the laws of the State of Florida nor less than ten percent (10%) per annum. The Association may bring an action at law against any Owner obligated to pay such assessment, or foreclose its lien against the Lot. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the Common Facilities, or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

(b) Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by the Association by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as an owner, but for purposes of resale only.

5.9 Lien and Obligation for Assessments. The Association's lien for all sums assessed is subject and inferior to the lien for all sums secured by any recorded mortgage, deed of trust or similar document securing an indebtedness, held by an institutional mortgagee which has been recorded prior to the recording of a claim of lien for such unpaid assessments including without limitation the Mortgage recorded in Official Records Volume 6741, Page 649, in the Official Records of Duval County, Florida. The sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of any assessment resulting from or relating to payments made by the Association prior to such sale or transfer. Additionally, the obligation for any delinquent assessments or costs incurred by the Association prior to the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall not pass to such mortgagee as successor in title to any Lot, unless

## OFFICIAL RECORDS

secured by a claim of lien recorded prior to the mortgage which is the subject of the foreclosure or proceeding in lieu thereof. Such unpaid assessments shall be deemed to be common expenses collectible from all Owners including such mortgagee as successor in title, except the holder of the Mortgage recorded in Official Records Volume 6741, page 649 of the Duval County Public Records.

5.10 Obligations of Declarant. All obligations of Declarant, as provided for in the Legal Documents, shall not pass to the holder of the Mortgage recorded in Volume 6741, page 649 of the Official Public Records of Duval County, Florida, if such holder is the successor in title to the Property or any Lot when such transfer or sale is pursuant to a foreclosure of said mortgage or any proceeding in lieu thereof, unless the obligations of Declarant are assumed expressly.

ARTICLE VI

## OBLIGATIONS OF OWNERS

6.1 Compliance. Each Owner shall comply with the provisions of the Declaration and the reasonable rules and regulations of the Association and shall not construct or install, or permit to continue to exist, any building, structure or other improvement that interferes with the use or enjoyment of easements herein described.

6.2 Lot Maintenance. The Owner of each Lot shall at all times keep the premises, buildings, improvements, parking lots, appurtenances, and landscaping located on his Lot in a well maintained, safe, clean, and attractive condition and in compliance with all government, health, safety and police requirements. The Owners of all Lots shall comply with the Association's regulations regarding the discharge of materials into the stormwater management system.

6.3 Indemnity. The Owner of each Lot shall indemnify and hold harmless the Association and other Owners from all damages, claims, liabilities, costs and expenses, including reasonable attorneys fees, incurred by the Association or the other Owners as a result of damage caused to the Common Facilities by an Owner or its tenants, agents or contractors, including without limitation, discharges of petroleum products or hazardous materials into the Retention Areas, in excess of the normal run-off associated with parking lots and driveways.

ARTICLE VII

## GENERAL PROVISIONS

7.1 Enforcement. The Declarant, the Association, or any Owner, has the right to enforce, by any appropriate legal proceeding, all restrictions, conditions, covenants, easements, and reservations now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. If the Association is the prevailing party in any litigation involving the Legal Documents or any of the Association's regulations against any Owner, then the Association may recover all costs and expenses, including reasonable attorneys' fees incurred in trial and appellate proceedings from such Owner. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, in the manner provided in the Article entitled "Covenant for Assessments". If any Owner or class of Owners is a prevailing party against any other Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors. Failure by the Declarant, Association or by any Owner to enforce any covenant, restriction, rule or reg-

## OFFICIAL RECORDS

ulation will not constitute a waiver of the right to do so at any time.

### 7.2 Term and Renewal.

(a) Duration. The grantee of any deed conveying the Property, a Tract, a Lot, or any portion thereof shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the provisions of this Declaration. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall inure to the benefit of and be enforceable by the Declarant, the Association or any Owner, their respective heirs, successors, and assigns, for a period of 30 years from the date this Declaration is recorded. The provisions of this Declaration automatically shall be extended for successive renewal periods of ten years each, unless Owners entitled to exercise at least sixty-seven percent (67%) of the vote within the Association elect not to reimpose them as evidenced by an instrument executed and recorded by such Owners during the one year period immediately preceding the beginning of any renewal period.

(b) Easements to Survive. Notwithstanding any expiration or termination of this Declaration, the access, utilities and drainage easements established herein are perpetual and can be terminated only with the consent of the Owners of the Lots benefited by the easement to be terminated.

### 7.3 Amendment.

(a) Declarant. For so long as Declarant is the record owner any part of the Property or the Additional Lands, and during the duration of the Development Period (as defined in paragraph 7.4), the Declarant reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property (except the holder of that Florida Mortgage & Security Agreement recorded at Official Records Volume 6741, page 649 of the Public Records of Duval County, Florida), or any other Person to amend this Declaration: (i) to comply with any requirements of a governmental agency, Institutional Mortgagee, or other Person willing to make, insure or purchase mortgage loans secured by a Parcel; or (ii) to cure any ambiguity or error in this Declaration or the other Legal Documents, or any inconsistency between these provisions and the other Legal Documents or any recorded plat; or (iii) to comply with the requirements of any governmental authority regulating the use or development of the Property, including agencies or authorities issuing building permits, water management permits or environmental permits. Provided however, any amendment that modifies the easements herein established to the detriment of any Owner, or that modifies the voting rights of an Owner (except as a consequence of the annexation of the Additional Lands), or that changes the manner in which assessments are determined, must be approved by said Owner and by the remaining Owners in accordance with paragraph 7.3(b).

(b) Owners. Subject to specific amendment provisions of this Declaration, including without limitation paragraph 7.4, which shall supersede the provisions of this paragraph, this Declaration may be amended by an instrument executed by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by those Owners holding not less than two-thirds (2/3) of the total voting interests of the Association and the Owner of any affected Lot. No amendment shall be effective until recorded but the Associations' proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

## OFFICIAL RECORDS

(c) Surface Water or Stormwater Management System. Any amendment to the Covenants and Restrictions which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

(d) Limitation. This Declaration may not be amended or modified without the written consent of the mortgagee, or its successors or assigns, under that certain mortgage, as amended or modified, originally recorded in the Official Records of Duval County, Volume 6741, Page 649.

7.4 Effect Upon Additional Lands. With respect to the Additional Lands, the provisions of this Declaration are not self-executing and shall be of no legal force and effect unless from time to time extended to all or any portion of the Additional Lands by a recorded amendment to this Declaration, that declares all or a part of the Additional Land to be subject to the provisions hereof. An amendment or amendments extending this Declaration to all or a portion of the Additional Lands shall be effective only upon execution and recordation by Declarant, or any person to whom Declarant has assigned its rights to develop all or a portion of the Additional Lands, and the owner of such lands (if not Declarant) and shall not require the consent or joinder of any Owner, the Association, or any other Person. In any such amendment, Declarant may declare that all or some of the access, drainage, or utilities easements herein established, do not benefit designated Lots or tracts within the Additional Lands, and, to that extent, the Owners of such Lots or tracts shall have limited voting rights and shall be subject to limited Association assessments. Only the lands identified on Exhibit B as Avenues Crossing Unit Two, the BP Parcel, and Tract D may be extended the right to drain stormwaters into the Drainage Facilities and Retention Areas. No portion of the Additional Lands may be annexed if zoned for heavy industrial uses. Upon such execution and recordation, the provisions of this Declaration, as limited aforesaid, automatically shall be extended to the portion of the Additional Lands described in such amendment and shall run with such lands and be binding upon all Persons having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns. Until the foregoing occurs, this Declaration does not constitute an encumbrance or restriction upon the title to all or any portion of the Additional Lands. If the provisions of this Declaration have not been so extended to the Additional Lands on or before fifteen years from the date this Declaration is recorded (the "Development Period"), then the Declarant, its successors or assigns shall no longer have the right to extend the provisions of this Declaration as provided in this Article.

7.5 Other Extensions. The extension of the provisions of this Declaration to any lands other than the Additional Lands requires the unanimous approval of the members of the Association. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interest in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

7.6 Severability. Invalidity of any particular provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating Decla-

## OFFICIAL RECORDS

rant's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

7.7 Notices. Any notice required to be sent to any Owner, or the Declarant under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as the Owner on either the records of the Association or the public records of Duval County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

7.8 Joinder. PLH/Phillips Highway Holdings, Inc. joins in this Declaration for the sole purpose of subjecting the lands owned by it to the provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Declaration the date first stated above.

[Signature]  
LITTLE HARBOUR PLAZA, INC.  
a Florida corporation

By: Necdet Senhart  
Title: President

[Signature]  
Balma C. [unclear]

[Signature]  
PLH/PHILLIPS HIGHWAYS HOLDINGS, INC., a Florida corporation

By: [Signature]  
Title: PRESIDENT

[Signature]  
Balma C. [unclear]

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of February, 1991, by Necdet Senhart, the President of Little Harbour Plaza, Inc., a Florida corporation.

[Signature]  
Notary Public, State of Florida  
at Large.

My Commission Expires:

(NOTARIAL SEAL)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of February, 1991, by Phillip L. Holmberg, the President of PLH/Phillips Highway Holdings, Inc., a Florida corporation.

[Signature]  
Notary Public, State of Florida  
at Large.

My Commission Expires:

(NOTARIAL SEAL)

01/31/91/3237A&B

## OFFICIAL RECORDS

# AVENUES CROSSING UNIT ONE

A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1,  
TOWNSHIP 4 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA.

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

SHEET 2 OF 2 SHEETS

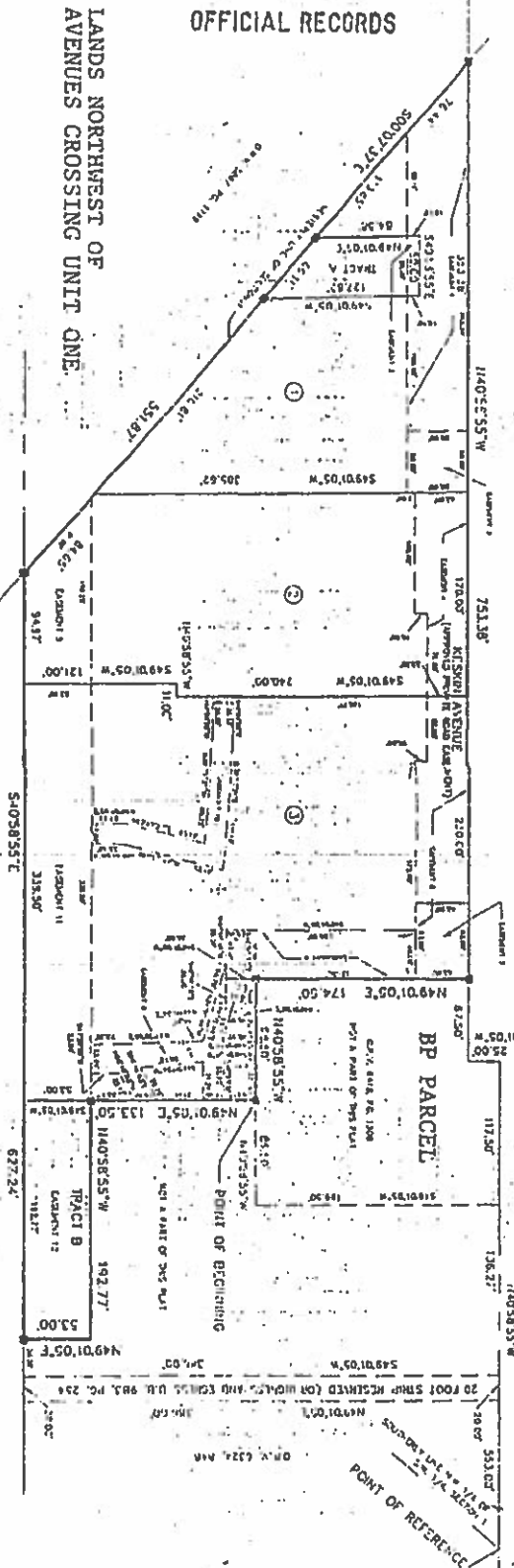


Exhibit C

## OFFICIAL RECORDS

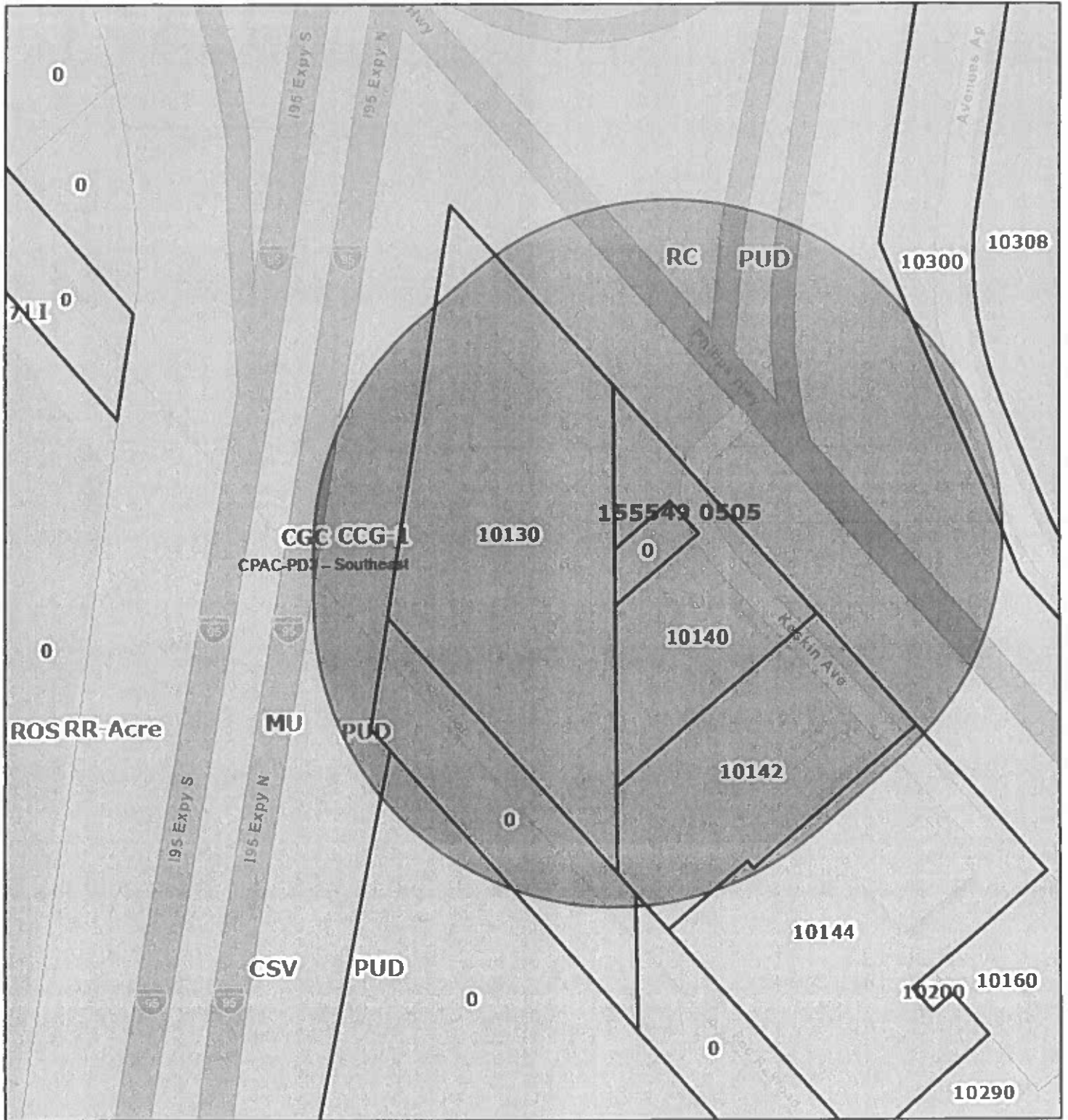
EASEMENT 1  
INGRESS, EGRESS AND UTILITIES

A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF PHILLIPS HIGHWAY (U.S. HIGHWAY NO. 1 - STATE ROAD NO. 5) AS NOW ESTABLISHED; THENCE NORTH 40° 58' 55" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 553.00 FEET; THENCE CONTINUE NORTH 40° 58' 55" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 156.27 FEET; THENCE SOUTH 49° 01' 05" WEST, ALONG THE SOUTHEASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6418, PAGE 1306 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 199.50 FEET; THENCE NORTH 40° 58' 55" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 185.00 FEET; THENCE NORTH 49° 01' 05" EAST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 174.50 FEET TO THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF WAY LINE OF PHILLIPS HIGHWAY; THENCE NORTH 40° 58' 55" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 40° 58' 55" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 303.38 FEET; THENCE SOUTH 00° 07' 37" EAST, ALONG THE WESTERLY LINE OF AFOREMENTIONED SECTION 1, A DISTANCE OF 76.44 FEET; THENCE SOUTH 40° 58' 55" EAST A DISTANCE OF 86.11 FEET; THENCE NORTH 49° 01' 05" EAST A DISTANCE OF 10.10 FEET; THENCE SOUTH 40° 58' 55" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 49° 01' 05" WEST A DISTANCE OF 10.10 FEET; THENCE SOUTH 40° 58' 55" EAST A DISTANCE OF 109.45 FEET; THENCE NORTH 49° 01' 05" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.







EXHIBIT D

Page 1 of 12

# Land Development Review



March 4, 2025

- |   |   |
|---|---|
|  Parcels              |  Land Use    |
|  Address Points      |  Panel Index |
| <b>CPAC</b>   |  Zoning      |
|  CPAC-PD3 – Southeast |   |



Esri, Community Maps Contributors, City of Jacksonville, FDEP, OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

	A	B	C	D	E	F	G	H	I
1	RE	LNAME	LNAME2	MAIL_ADDR1	MAIL_ADDR2	MAIL_ADE	MAIL_CITY	MAIL_ZIP	
2	155541 0152	ROSHAN HOSPITALITY JACKSONVILLE 9 LLC		100 W LUCERNE CIR STE 603			ORLANDO	FL 32801	
3	155549 0535	FCPT SUNSHINE PROPERTIES LLC		1000 DARDEN CENTER DR			ORLANDO	FL 32837	
4	155494 1055	JACKSONVILLE AVENUES LIMITED PARTNERSHIP		PO BOX 6120			INDIANAPOLIS	IN 46206	
5	155607 0050	LOIS REALTY CORP		ATTN ROOMS TO GO TAX DEPT	11540 HWY 92 EAST		SEFFNER	FL 33584	
6	155549 0525	10140 PHILIPS HIGHWAY HOLDINGS LLC		9838 OLD BAYMEADOWS RD	STE 239		JACKSONVILLE	FL 32256	
7	155550 2000	FLORIDA EAST COAST RAILWAY CO		7150 PHILIPS HWY			JACKSONVILLE	FL 32256	
8	155549 0530	PHILLIPS OUTPARCEL LLC		33 E ROBINSON ST STE 210			ORLANDO	FL 32801-1682	
9		SOUTHEAST CPAC	JOANNE PARKER GRIFFIN	4222 LALOSA DR			JACKSONVILLE	FL 32217	

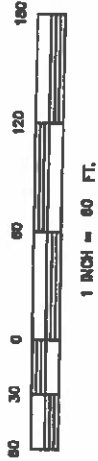
Companion  
 7 x 7 / ~~49~~ Notice (prev. paid) ? AD  
 + 1173 Fee  
 1173 Total  
 \$1173

# AVENUES CROSSING UNIT ONE

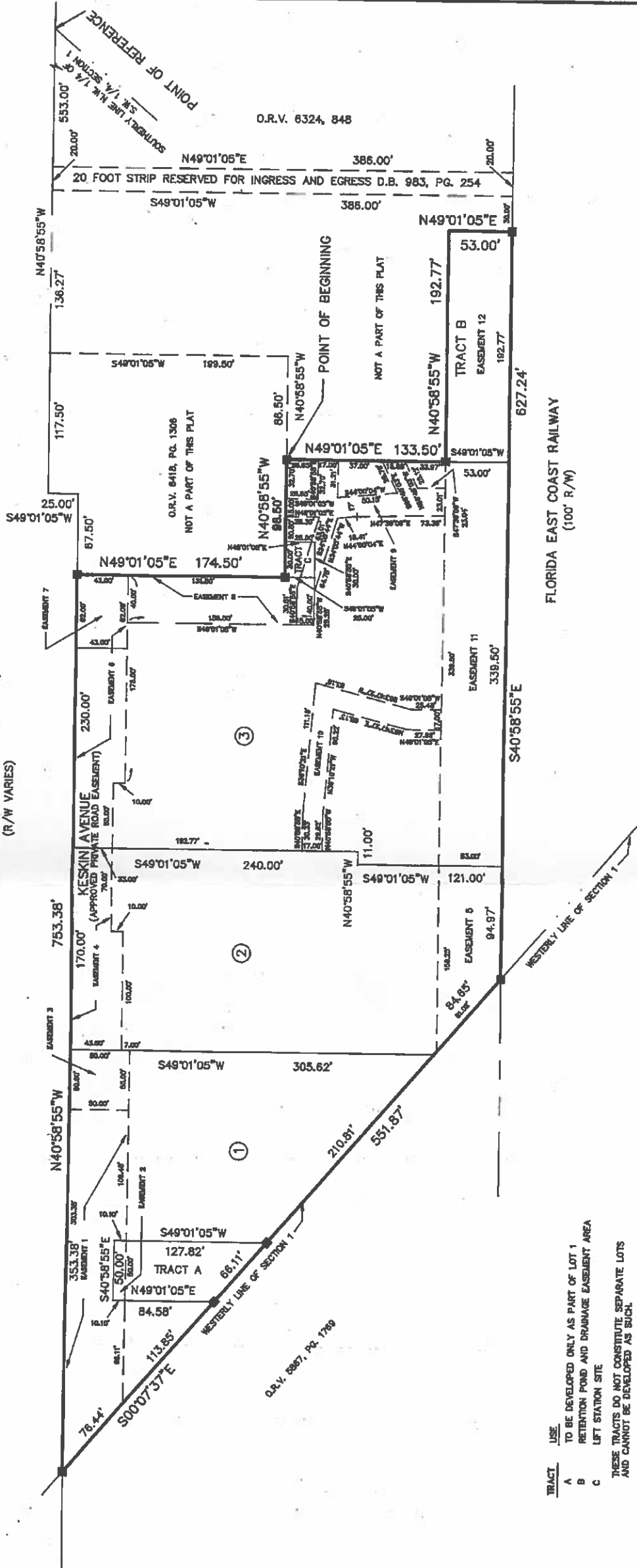
A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1,  
TOWNSHIP 4 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA.

PLAT BOOK 46 PAGE B1A

SHEET 2 OF 2 SHEETS



PHILLIPS HIGHWAY  
(U.S. HIGHWAY NO. 1 - STATE ROAD NO. 5)  
(R/W VARIES)



- TRACT USE
- A TO BE DEVELOPED ONLY AS PART OF LOT 1
  - B RETENTION POND AND DRAINAGE EASEMENT AREA
  - C LEFT STATION SITE
- THESE TRACTS DO NOT CONSTITUTE SEPARATE LOTS  
AND CANNOT BE DEVELOPED AS SUCH.

## NOTES:

1. DENOTES SET PERMANENT REFERENCE MONUMENT PLS NO. 3802.
2. BEARING DATA BASED ON O.R.V. 5881, PG. 2023 (SOUTHWESTLY RIGHT OF WAY LINE OF PHILLIPS HIGHWAY).
3. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
4. ALL EASEMENTS ARE FOR INGRESS, EGRESS, DRAINAGE, UTILITIES AND/OR SEWERS, UNLESS OTHERWISE INDICATED.

5. EASEMENTS 1 THRU 12, SHOWN ON THIS PLAT, ARE RECORDED IN OFFICIAL RECORDS VOLUME 2044 PAGE 935

SURVEYOR'S CERTIFICATE: THIS IS TO CERTIFY THAT THE UNDERSIGNED IS A CURRENTLY LICENSED AND REGISTERED LAND SURVEYOR IN THE STATE OF FLORIDA AND AS SUCH DOES HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE UNDER HIS RESPONSIBLE SUPERVISION AND CONTROL, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED ACCORDING TO THE REQUIREMENTS OF SAID CHAPTER 177.

SIGNED AND SEALED THIS 28th DAY OF January, A.D., 1991.

*Robert P. Ellis*

ROBERT P. ELLIS  
FLORIDA REGISTERED LAND SURVEYOR NO. 3802

CROSSCHECK, INC.  
9951 ATLANTIC BOULEVARD - SUITE 100B  
JACKSONVILLE, FLORIDA 32225

PREPARED BY:

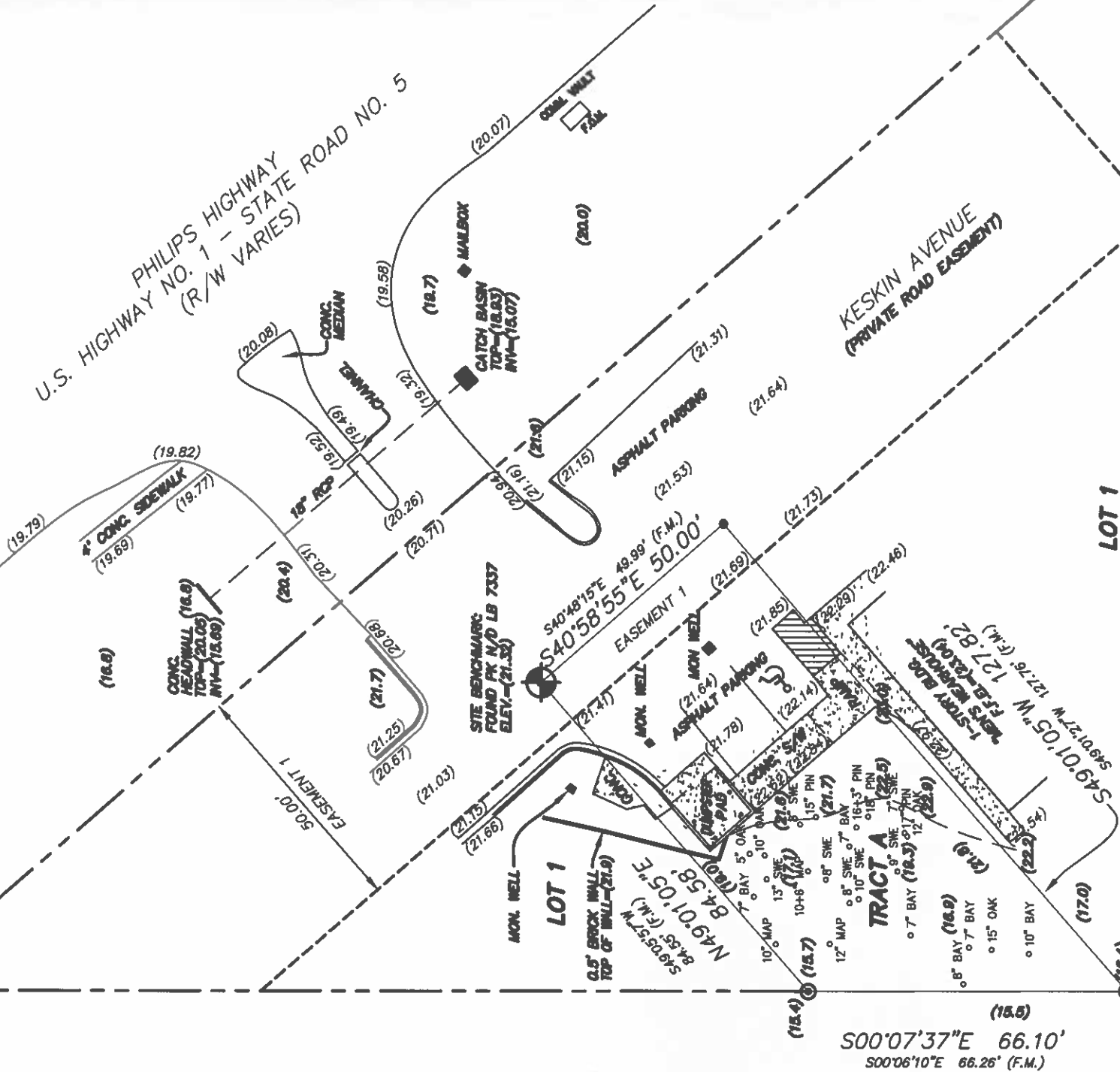
CROSSCHECK, INC.  
9951 ATLANTIC BOULEVARD - SUITE 100B  
JACKSONVILLE, FLORIDA 32225  
(904) 725-7507

MAP SHOWING SURVEY OF

TRACT A, AVENUES CROSSING UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGES 81 AND 81A, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.



PHILIPS HIGHWAY  
U.S. HIGHWAY NO. 1 - STATE ROAD NO. 5  
(R/W VARIES)

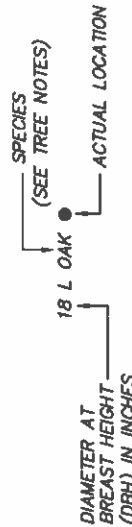


**TREE LEGEND:**  
= ASH  
= BAY  
= BIRCH  
= CEDAR  
= CHERRY  
= CYPRESS  
= ELM  
= HACKBERRY  
= HICKORY  
= HOLLY  
= LONGLEAF PINE  
= LIVE OAK  
= MAGNOLIA  
= MAPLE  
= PALM  
= PECAN  
= PINE  
= SWEETGUM  
= SYCAMORE  
= UNIDENTIFIED TREE  
= WILLOW

**TREE NOTES:**

THE SURVEYOR CERTIFIES ONLY TO THE SIZE AND LOCATION OF ALL TREES SHOWN HEREON. HOWEVER, THE SURVEYOR DOES NOT CERTIFY TO THE EXACT SPECIES OF ANY TREE SHOWN HEREON AS THIS IS OUTSIDE THE SURVEYOR'S AREA OF EXPERTISE.

**TREE DETAIL**



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

**NOTES**

1. Bearings are based on the RECORD PLAT.
2. This is a BOUNDARY AND TOPOGRAPHIC SURVEY.
3. Elevations shown thus (15.0) refer to North American Vertical Datum of 1988, (NAVD 88).
4. By Graphic plotting only, the property shown hereon lies within Zone: "X" as shown on the Federal Emergency Management Agency (F.E.M.A.), National Flood Insurance Program, Flood Insurance Rate Map (F.I.R.M.), Community-Panel Number 120077 0566 H Map Revised date: 6-3-13
5. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
6. There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

LEGEND	
	CONCRETE MONUMENT
	FENCE
	IRON PIPE SET
	IRON PIPE FOUND
	IRON PIPE (NOTED)

DATE	8-3-23
SCALE	1"=30'
JOB No.	2023-100
F.R.	1477
Page	51
Comp. File	23-100.dwg
Drawn by	WLM

**MELROSE SURVEYING AND MAPPING, INC.**  
PROFESSIONAL LAND SURVEYORS  
11437 CENTRAL PARKWAY, SUITE 107  
JACKSONVILLE, FLORIDA 32224  
L.R. No. 8295  
Tel. (904) 721-1226

THIS IS TO CERTIFY THAT THIS SURVEY IS A TRUE REPRESENTATION OF AN ACTUAL FIELD SURVEY, MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE FLORIDA PROFESSIONAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS, (FORMERLY CHAPTER 81017-4), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES.

BY: **WILLIAM J. MELROSE**, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 5843

LOT 1

[illegible]

COMMERCIAL DEVELOPMENT

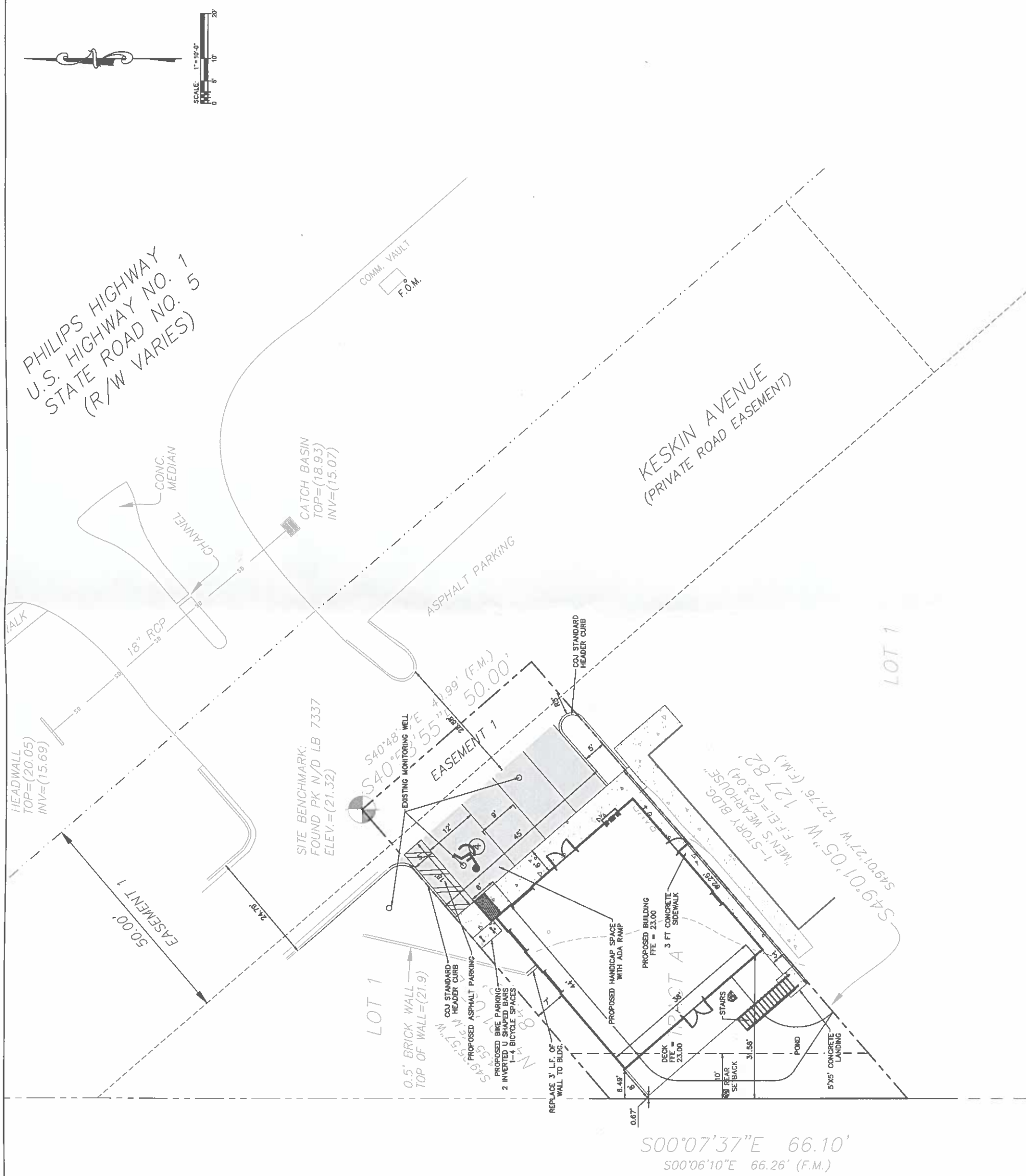
**Bodies by Lulu**

10136 Kaskin Ave  
Jacksonville, Florida 32221











Project Number 23-0296	Sheet Name
---------------------------	------------

Overall  
Site Plan

Sheet Number  
**C3.0**



**LEGEND**

	RETAINING WALL
	PROPERTY LINE
	FENCE (CHANNIKEN)
	FENCE (WOODEN)
	BR
	EASEMENT
	CURB
	CENTERLINE
	CONCRETE
	PAVEMENT

SITE DEVELOPMENT SUMMARY:

REAL ESTATE NO. (REF.) 155549 0505  
SITE AREA = 0.12 ACRES  
DEVELOPMENT AREA = 0.12 ACRES  
LANDUSE = COG-1  
ZONING = COG-1  
I.S.R. = 78% (X03 MAX.)  
F.A.R. = 33% (X03 MAX.)  
SETBACKS:  
FRONT = NONE  
SIDE = NONE  
BACK = 10'  
BUILDING HEIGHT = 60' (MAX.)  
BUILDING AREA = 3320 S.F.  
POND AREA:  
POND = 653 S.F. (12.3%)  
REQUIRED PARKING: FITNESS CENTER (5 PER 1,000 SF)  
3520 S.F./1,000 S.F. = 15 REGULAR SPACES  
1 PER 25 = 1 HANDICAP SPACES  
TOTAL = 16 SPACES  
PROVIDED PARKING:  
REGULAR = 3 SPACES  
HANDICAP = 1 SPACE  
PROVIDED BICYCLE PARKING  
1 PER 5,000 SF OF FLOOR AREA  
2 REQUIRED = 6 PROVIDED

**Duval County, City Of Jacksonville**  
**Jim Overton , Tax Collector**

231 E. Forsyth Street  
Jacksonville, FL 32202

**General Collection Receipt**

Account No: CR765949  
User: Nagbe, Stephen - PDCU

Date: 3/12/2025  
Email: SNagbe@coj.net

**REZONING/VARIANCE/EXCEPTION**

**Name:** Kyle Davis

**Address:** 219 N Newman St Jacksonville Florida 32202

**Description:** Waiver of Road Frontage x Administrative Deviation @ 10136 Keskin Ave

Fund	Center	Account	Project	Activity	Interfund	Future	Debit Amount	Credit Amount
00111	000000	104001	000000	00000000	00000	0000000	2181.00	0.00
00111	140302	342218	000000	00000000	00000	0000000	0.00	2181.00

**Control Number:** 7351617 | **Paid Date:** 4/21/2025

**Total Due:** \$2,181.00

**Jim Overton , Tax Collector**  
**General Collections Receipt**  
**City of Jacksonville, Duval County**

Account No: CR765949  
**REZONING/VARIANCE/EXCEPTION**

Date: 3/12/2025

**Name:** Kyle Davis

**Address:** 219 N Newman St Jacksonville Florida 32202

**Description:** Waiver of Road Frontage x Administrative Deviation @ 10136 Keskin Ave

**Total Due:** \$2,181.00