

PREPARED BY AND RETURN TO:
JAIME NORTHRUP, ESQ.
RAYONIER INC.
1 RAYONIER WAY
WILDLIGHT, FLORIDA 32097

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BRANDY BRANCH**

THIS AMENDED AND RESTATED DECLARATION is made this 10th day of June, 2024 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 executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Brandy Branch dated April 29, 2024, and recorded on April 29, 2024, as Instrument Number 202445011689, in Book 2708, Page 1365 in the Official Records of Nassau County, Florida, and on April 30, 2024, as Document Number 2024092725, in Book 21037, Page 2084 in the Official Records of Duval County, Florida (as recorded in both Nassau and Duval Counties, Florida, the “ORIGINAL DECLARATION”); and

WHEREAS, the DECLARANT desires to amend and restate the ORIGINAL DECLARATION as more particularly set forth herein; and

WHEREAS, the DECLARANT is the owner of certain real property situate, lying and being in Nassau County, Florida, some of which is shown on a plat (the “PLAT”) of Brandy Branch as recorded on December 19, 2023, in Official Records Book 2685, Pages 736-738 of the Public Records of Nassau County, Florida, which is incorporated herein by reference (the “NASSAU PLATTED PROPERTY”) and some of which is separately described by metes and bounds (the “NASSAU M&B PROPERTY”). Together, the NASSAU PLATTED PROPERTY and NASSAU M&B PROPERTY is fully described on **Exhibit A** attached hereto and made a part hereof (the “NASSAU PROPERTY”); and

WHEREAS, the DECLARANT is also the owner of certain real property situate, lying and being in Duval County, Florida which is adjacent to the NASSAU PROPERTY and described on **Exhibit B** attached hereto and made a part hereof (the “DUVAL PROPERTY”); and

WHEREAS, the NASSAU PROPERTY and adjacent DUVAL PROPERTY are herein, collectively, referred to as the “PROPERTY” and described on **Exhibit C**; and

WHEREAS, it is contemplated that the PROPERTY will be a community, known as “Brandy Branch”, consisting of five (5) lots, which are approximately 34.13 acres to 45.21 acres in size, as generally shown on **Exhibit D** attached hereto and made a part hereof. Each lot shall

be used for either recreational, single family residential, and/or agricultural purposes. No common areas, easements, accessways, utility, stormwater or any other improvements are made a part of this community or this DECLARATION other than as referenced in the legal description, referenced in this DECLARATION or depicted on the PLAT; and

WHEREAS, LOTS 2, 3, and 4 described on **Exhibit C** are subject to a Unity of Title Covenant which has been recorded separately as to each of LOTS 2, 3, and 4, in the Public Records of Nassau and Duval Counties, Florida at the recording references listed below (collectively, the "UNITY OF TITLE"); and

WHEREAS, as to LOT 2, the Unity of Title Covenant was recorded on April 16, 2024, as Instrument Number 202445010424 in Book 2706, Page 569 in the Official Records of Nassau County, Florida, and on April 18, 2024, as Document Number 2024082166 in Book 21022, Page 1466 in the Official Records of Duval County, Florida; and

WHEREAS, as to LOT 3, the Unity of Title Covenant was recorded on April 16, 2024, as Instrument Number 202445010425 in Book 2706, Page 580 in the Official Records of Nassau County, Florida, and on April 18, 2024, as Document Number 2024082167 in Book 21022, Page 1477 in the Official Records of Duval County, Florida; and

WHEREAS, as to LOT 4, the Unity of Title Covenant was recorded on April 16, 2024, as Instrument Number 202445010426 in Book 2706, Page 591 in the Official Records of Nassau County, Florida, and on April 18, 2024, as Document Number 2024082168 in Book 21022, Page 1488 in the Official Records of Duval County, Florida; and

WHEREAS, the primary purpose of the UNITY OF TITLE is to require that each LOT subject to the UNITY OF TITLE is sold, conveyed, transferred, devised, or assigned separately, in their entirety; and

WHEREAS, the DECLARANT desires to provide for the protection 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; and

WHEREAS, all present and future OWNERS, tenants and occupants of LOTS, shall be subject to and shall comply with the provisions of this DECLARATION, as may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any LOT, shall constitute an adoption and ratification of the provisions of this DECLARATION, as they may be amended from time to time.

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, and shall inure to the benefit of each OWNER thereof.

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. “AGRICULTURAL USE” shall mean the cultivation of food 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, including the Nassau County and City of Jacksonville Land Development Code.
- 2.2. “ALLOWABLE COMMERCIAL USE” shall mean and be limited to use of any IMPROVEMENT on the PROPERTY or LOT within the PROPERTY as a home office and/or for telecommuting work. No trade, business, profession or other type of commercial activity, which can be detected by sight, sound, or odor from the exterior of the LOT or causes increases in traffic or transient guests, shall be carried on upon any LOT, except that real estate brokers, OWNERS and their agents may show properties for sale or lease.
- 2.3. “IMPROVEMENTS” shall mean all man-made things, objects, or structures constructed on, above, or below, any LOT 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.
- 2.4. “MOBILE HOME” shall mean manufactured home, mobile home, modular home, or house trailer.
- 2.5. “OWNER” or “OWNERS” shall mean the legal title holder of record of any LOT (including the DECLARANT), to include any natural person or legal entity holding title; 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.
- 2.6. “PROPERTY” shall have the meaning set forth in the Recitals.
- 2.7. “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.
- 2.8. “RESIDENTIAL USE” shall mean use of the PROPERTY for one or more single-family home(s); provided, however, no more than three (3) dwelling units shall be allowed on any LOT. For avoidance of doubt, RESIDENTIAL USE does not include multi-family occupancy or institutional property.

2.9. “LOT” or “LOTS” shall mean those lots, parcels or tracts within the PROPERTY, and as is more particularly described on **Exhibit C** and depicted on **Exhibit D** attached hereto.

ARTICLE III – PURPOSE

The purpose of this DECLARATION is to impose the COVENANTS set forth herein on the PROPERTY and LOTS within the PROPERTY to provide for and encourage the orderly development of the PROPERTY by and through a common scheme of development. Any word or term used in this DECLARATION that is not defined in Article II shall have the meaning as defined in the local development or zoning codes and ordinances. If not defined in this DECLARATION or in local development or zoning codes, the ordinarily accepted meaning will apply.

ARTICLE IV – ARCHITECTURAL CONTROL

In keeping with the historical character of rural Nassau and Duval Counties, it is the intent of this DECLARATION to encourage traditional southern architecture that complements the natural landscape. Examples of appropriate architectural styles may include farmhouse, low country, tidewater or Florida cracker designs that incorporate elevated foundations, large porches and high ceilings.

4.1. Architectural Control. All IMPROVEMENTS to the primary dwelling and accessory buildings over 250 square feet in size on the PROPERTY are subject to architectural review. This review shall be in accordance with this DECLARATION, the requirements of Nassau and Duval Counties, and applicable laws and regulations. **No site work associated with an IMPROVEMENT, replacement, or change to the exterior of any existing structure shall be commenced until the proposed specifications, together with a plot plan showing the location relative to boundaries of such proposed IMPROVEMENTS or changes, have been submitted to and approved in writing by the DECLARANT.** If the DECLARANT, in its sole and absolute discretion, determines that any proposed IMPROVEMENT, alteration, etc., is not consistent with this DECLARATION, such alteration or IMPROVEMENT shall not be made.

4.2. Approval or Disapproval. A detailed description of proposed plans and specifications must be submitted to and approved by the DECLARANT prior to submittal of such plans and specifications to any governmental agency for approval. Approval of the plans and specifications may be withheld by DECLARANT not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this DECLARATION, but also by virtue of the reasonable dissatisfaction of the DECLARANT with the aesthetics of the proposed IMPROVEMENTS which, in the sole discretion and judgment of the DECLARANT, will render the proposed IMPROVEMENT inharmonious or out of keeping with other development on the PROPERTY.

Two (2) sets of hard copy or one (1) electronic set of architectural specifications and plot plans of the proposed IMPROVEMENTS (collectively the “PLANS”) shall be submitted to the DECLARANT by the OWNER. PLANS shall include proposed floor plan, elevations (front, back, sides), exterior finish type, colors, and lot plan showing distances to the nearest tract

boundary.

DECLARANT will provide a written dated receipt or electronic mail confirmation of receipt of the PLANS to the OWNER. The DECLARANT shall approve or disapprove PLANS no later than thirty (30) days after the date of receipt. The approval or disapproval shall be provided via written means or electronic mail and shall accompany a copy of the submitted PLANS. If PLANS were submitted in hard copy form, one copy will be returned to the OWNER and the other will become the property of the DECLARANT. Whenever the DECLARANT disapproves PLANS, the disapproval shall be accompanied by a description of the reason or reasons for such disapproval. Failure of the DECLARANT to respond to a submittal of PLANS within the stated 30-day review period shall be deemed to be an approval of the PLANS as submitted. If additional information is required of the OWNER by DECLARANT, the 30-day review period shall begin anew upon DECLARANT'S receipt of the requested information.

DECLARANT specifically retains the right to approve architectural modifications, as provided in this Section, for twenty (20) years following the conveyance of the last LOT owned by DECLARANT to an OWNER. Thereafter, or if DECLARANT otherwise disclaims said right, an Architectural Review Committee appointed by a majority of the OWNERS shall have the right to approve or disapprove plans and any other rights reserved to DECLARANT pursuant to this Article IV. The Architectural Review Committee may promulgate rules regarding the process for architectural review.

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

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

or for any structural or other defect in any work done according to such Plans.

4.5 Enforcement of Planning Criteria. The DECLARANT, the Architectural Review Committee, or an OWNER shall have standing and authority to enforce its decisions in courts of competent jurisdiction. Should the DECLARANT, the Architectural Review Committee, or an OWNER be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the opposing party. The DECLARANT, its representatives, agents and employees, shall not be liable to the OWNER or to any occupant or invitee of any OWNER for any trespass or damages or injury to property or person unless caused by gross negligence or intentional wrongdoing.

4.6 Term of Approval. Unless otherwise specified by the DECLARANT or the Architectural Review Committee, approval by the DECLARANT or the Architectural Review Committee shall be effective for a period of one (1) year from the date the approval is given, or one (1) year from the expiration of the thirty (30) day period specified in Section 2 hereof where approval is not expressly granted or denied. If construction has not commenced within the said one (1) year period, the approval shall expire and no construction shall thereafter commence until a new review is conducted under the provisions of Section 2 hereof.

ARTICLE V - MAINTENANCE

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

entity's gross negligence or intentional wrongdoing.

The DECLARANT has installed a permanent community sign on the PROPERTY and hereby reserves to itself an easement for the sign, and ingress and egress to and from the sign, as described and depicted on Exhibit E. DECLARANT shall have the right, but not the obligation or affirmative duty, to maintain, replace, or repair the sign in DECLARANT'S sole and absolute discretion. The sign shall remain in place for the duration of this DECLARATION and may not be removed or modified without prior written consent of DECLARANT or, after the conveyance of the last LOT owned by DECLARANT to and OWNER, by unanimous written consent of all OWNERS.

If DECLARANT disclaims any duty to maintain, replace, or repair the sign, all OWNERS shall then be responsible and liable for said maintenance, repair, or replacement and said maintenance obligation shall be shared proportionately with all OWNERS. Further, any such maintenance costs incurred shall be charged against each LOT and shall be secured by a lien upon said LOT and shall also constitute a personal obligation of an OWNER. The charges shall be collectable along with interest at the highest rate allowed by law from date of expenditure to date of payment by the OWNER, together with costs of collection and attorneys' fees.

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

5.3. Assessment of Cost. The cost of the repair or maintenance referred to in Section 5.1 above shall be charged by the DECLARANT against the OWNER of the affected LOT and shall be secured by a lien upon said LOT and shall also constitute a personal obligation of the OWNER. The charges shall be collectable along with interest at the highest rate allowed by law from date of expenditure to date of payment by the OWNER, together with costs of collection and attorneys' fees.

DECLARANT specifically retains all rights as provided in this Article V, in its sole discretion, but not the obligation, relating to maintenance and collection of assessments, for twenty (20) years following the conveyance of the last LOT owned by DECLARANT to an OWNER.

ARTICLE VI – USES AND RESTRICTIVE COVENANTS

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

6.1. Permitted Use: The PROPERTY and any LOT within the PROPERTY shall be used solely for RESIDENTIAL, RECREATIONAL or AGRICULTURAL USES or a combination of said uses. ALLOWABLE COMMERCIAL USE as defined in Article II of this

DECLARATION shall also be permitted 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.

6.2. Mobile Homes: No MOBILE HOMES may be placed on any LOT.

6.3. Single Family Residences: Single family residences shall have a minimum of 1200 square feet exclusive of carports, porches and garages. Construction of the residence shall be completed within one (1) year of the date of issuance of the local government building permit.

6.4. Temporary Improvements for Residential Purposes: No temporary IMPROVEMENTS for housing shall be erected on any LOTS. No recreational vehicle, motor home, coach, camper or trailer shall be used as housing, nor shall it be stored on any LOT without prior written approval by the DECLARANT and issuance of a certificate of occupancy by Nassau County and/or the City of Jacksonville.

6.5. Setbacks: The minimum setback of any structure, including, but not limited to, houses, barns, sheds, etc. constructed on any LOT shall be one hundred feet (100') from the front, fifty feet (50') from the rear, and fifty feet (50') from the side lines of a LOT or as stated in the applicable zoning regulations of Nassau or Duval County, Florida, should such minimum setbacks established by said Counties be more restrictive than those stated herein.

6.6. Maintenance Standards: Each OWNER shall keep all IMPROVEMENTS on any LOT 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 LOT shall be permitted by the OWNER of such LOT 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. Each LOT shall be maintained clean and free from refuse, debris, unsightly growth, and any fire hazard.

6.7. Fencing: Each OWNER may install fencing around the perimeter boundary line of each LOT and may place fencing at other locations within each LOT. Each OWNER is encouraged but not required to use the fencing specifications attached hereto as **Exhibit F** and made a part hereof for addition to existing board fencing.

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

6.9. Nuisance Prohibition: No activities generating noxious or offensive noise or odors may be conducted on any LOT, no improper, offensive, or unlawful activity shall be conducted on any LOT, nor shall any activity be conducted thereon which shall become a nuisance, or cause

unreasonable embarrassment, or constitute a disturbance or annoyance to persons in their enjoyment of any LOT within the PROPERTY.

6.10. No Billboards. No billboards or other advertising signs may be erected or displayed on any LOT except such signs as may be reasonably required for the purpose of sale of the LOT and residence thereon.

6.11. No Borrow Pits. No part of a LOT may be used as a commercial borrow pit.

6.12. Tower Restrictions. No commercial cellular towers, other communication towers, or other towers above forty (40) feet high shall be allowed on any LOT.

6.13. Animals. No animals shall be kept on any LOT in such number that they create a nuisance due to noise or odor.

ARTICLE VII – 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 mail, 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.

The notice address of the DECLARANT shall be:

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

WITH A COPY TO: Rayonier Inc.
Attention: Legal Department
1 Rayonier Way
Wildlight, FL 32097

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.1 Enforcement: Each OWNER shall strictly comply with all the terms and conditions and provisions of this DECLARATION. DECLARANT and/or any OWNER may enforce these COVENANTS against any other OWNER in violation in a court of competent jurisdiction located in Nassau or Duval 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.

DECLARANT specifically retains the right, but not the obligation, at its sole discretion, to enforce the terms and conditions and provisions of this DECLARATION FOR twenty (20) years following the conveyance of the last LOT owned by DECLARANT to an OWNER.

8.2 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 attorney's fees and other expenses which are reasonably necessary to enforce these COVENANTS, including the cost of any bond premiums for injunctive relief.

8.3 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.

8.4 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.

8.5 Term: The covenants and restrictions of this DECLARATION shall be in full force and effect and shall run with and bind the land, and shall inure to the benefit of and be enforceable by DECLARANT, or the OWNER of any land subject to this DECLARATION, their legal representatives, heirs, successors and assigns, until January 1, 2044. Thereafter, these covenants and restrictions shall be automatically extended for successive terms of ten (10) years each, unless otherwise extinguished as provided by Chapter 712 of the *Florida Statutes* or UNLESS an instrument which terminates these COVENANTS is signed by OWNERS of more than fifty percent of the LOTS in the PROPERTY, along with written joinder and consent by all mortgagees, and recorded in the appropriate records of Nassau and Duval Counties, Florida. For avoidance of doubt, the foregoing simple-majority percentage is intended to reflect a proportion based on the total number of LOTS within the PROPERTY, not an acreage proportion.

8.6 Amendment:

8.6.1 Amendment by DECLARANT: The DECLARANT, as long as DECLARANT owns a LOT, reserves and shall have the sole right to take the following actions without vote or consent of the OWNERS:

- (a) amend this DECLARATION for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; and
- (b) amend this DECLARATION in any manner which does not adversely affect the substantive rights of an existing OWNER or mortgagee; and
- (c) amend this DECLARATION for the purpose of adding other property to be included within the scope of this DECLARATION; and
- (d) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any LOT which do not lower the standards of the covenants and restrictions herein contained; and
- (e) release any LOT from any part of the covenants and restrictions contained herein which have been violated if the DECLARANT, in its sole judgment, determines such violation to be a minor or insubstantial violation.

8.6.2 Amendment by OWNERS: Provided DECLARANT no longer owns any LOT in the PROPERTY, this DECLARATION may be amended, modified or changed only if an instrument is signed by OWNERS that own more than three-quarters (3/4) of the LOTS in the PROPERTY, provided to DECLARANT for review, and subsequently recorded in the official records of Nassau and Duval Counties, Florida. The instrument may not be recorded until approval from DECLARANT to do so is obtained in writing. For avoidance of doubt, the foregoing super-majority percentage is intended to reflect a proportion based on the total number of LOTS within the PROPERTY, not an acreage proportion.

8.7 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.

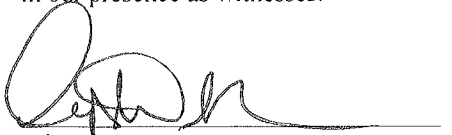
8.8 Tax Sale: These COVENANTS are conclusively declared and deemed to enhance and preserve the value of the PROPERTY and as such they shall not be affected or terminated by the vesting of any title in any governmental unit or agency and/or in any subsequent purchaser by virtue of a tax sale for unpaid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

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

8.10 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 land 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 that is recorded in the public records of Nassau and Duval Counties, Florida.

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:



Printed Name: Crystal L. Cook
1 Rayonier Way
Wildlight, FL 32097




Printed Name: Linda J. Richardson
1 Rayonier Way
Wildlight, FL 32097

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

By: Jaime Northrup
Jaime Northrup
Its: Vice President

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of June, 2024, by Jaime Northrup, 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 or has produced as identification.


Print Name Chrystal C. Dietz
NOTARY PUBLIC, State of Florida
Commission # HH 410826
My Commission Expires: 9.29.27

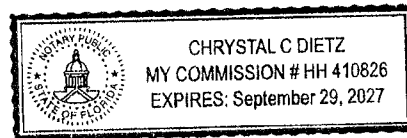


EXHIBIT A – Nassau Property

Nassau Platted Property:

Description:

A parcel of land, being a portion of Section 31, Township 1 South, Range 24 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 1 South, Range 24 East, Duval County, Florida; thence on the South line of said Section 31, N 89°27'23" E, a distance of 838.25 feet to a point on the Easterly Right of Way line of U.S Highway No. 301 (255 foot Right of Way); thence departing said South line and on said Easterly Right of Way line, N 18°44'30" E, a distance of 1479.05 feet to the Point of Beginning; thence continue on said Easterly Right of Way line, N 18°44'30" E, a distance of 2306.18 feet; thence departing said Easterly Right of Way line, S 71°15'30" E, a distance of 165.53 feet; thence S 43°43'01" E, a distance of 187.47 feet; thence S 59°21'01" E, a distance of 111.34 feet; thence S 71°43'33" E, a distance of 636.41 feet to a point on the Duval and Nassau County line; thence on said Duval and Nassau County line, S 44°48'36" W, a distance of 2451.06 feet to the Point of Beginning.

Containing a total of 27.83 acres.

Nassau M&B Property:

A parcel of land, being a portion of Section 31, Township 1 South, Range 24 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 1 South, Range 24 East, Duval County, Florida; thence on the South line of said Section 31, N 89°27'23" E, a distance of 838.25 feet to a point on the Easterly Right of Way line of U.S Highway No. 301 (255 foot Right of Way); thence departing said South line and on said Easterly Right of Way line, N 18°44'30" E, a distance of 3785.22 feet to the Point of Beginning; thence continue on said Easterly Right of Way line, N 18°44'30" E, a distance of 1659.33 feet to a found 1/2" iron pipe (no id) on the Northerly top of bank of Brandy Branch Creek said point being referred to as reference point "A"; thence on said Easterly Right of Way line, S 18°44'30" W, a distance of 32 feet more or less to a point on the centerline of Brandy Branch Creek; thence departing said Easterly Right of Way line and on the meandering of said centerline, Southeasterly, a distance of 1852 feet more or less to a point on the Duval and Nassau County line; thence departing said centerline and on said Duval and Nassau County line, S 44°48'36" W, a distance of 86 feet more or less to a point being referred to as reference point "C" also said point having a tie line of, S 23°54'52" E, a distance of 1870.07 feet from said reference point "A"; thence continue on said Duval and Nassau County line, S 44°48'36" W, a distance of 432.49 feet to a point on the Northerly line of Lot 1 of Brandy Branch as recorded in Official Record Book 2685, Pages 736, 737 and 738 of the public records of Nassau County, Florida; thence departing the Duval and Nassau County line and on said Northerly line for the next 4 courses, N 71°43'33" W, a distance of 636.41 feet; thence N 59°21'01" W, a distance of 111.34 feet; thence N 43°43'01" W, a distance of 187.47 feet; thence N 71°15'30" W, a distance of 165.53 feet to the Point of Beginning.

Containing a total of 34.13 acres.

EXHIBIT B – Duval Property

A parcel of land, being a portion of Section 31, Township 1 South, Range 24 East, Duval County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 1 South, Range 24 East, Duval County, Florida; thence on the South line of said Section 31, N 89°27'23" E, a distance of 838.25 feet to a point on the Easterly Limited Access Right of Way line of U.S Highway No. 301 (255 foot Right of Way); thence departing said South line and on said Easterly Limited Access Right of Way line, N 18°44'30" E, a distance of 1479.05 feet to a point on the Duval and Nassau County line; thence departing said Easterly Right of Way line and on said Duval and Nassau County line, N 44°48'36" E, a distance of 1571.77 feet to the Point of Beginning; thence continue N 44°48'36" E, a distance of 1311.77 feet to a point being referred to as reference point "C"; thence continue N 44°48'36" E, a distance of 86 feet more or less to a point on the centerline of Brandy Branch Creek; thence on the meandering of said centerline, Southeasterly, a distance of 1568 feet more or less to a point on the Westerly line of Florida Power and Light (290 foot Easement); thence departing said centerline and on said Westerly line, N 18°14'09" E, a distance of 30 feet more or less to a found 1/2" iron pipe with cap stamped LB 6888 on the Northerly top of bank of Brandy Branch Creek said point being referred to as reference point "B" also said point having a tie line of, S 28°23'10" E, a distance of 1275.62 feet from said reference point "C"; thence continue on said Westerly line, S 18°14'09" W, a distance of 226.78 feet; thence departing said Westerly line, N 74°25'22" W, a distance of 1515.63 feet to the Point of Beginning.

A parcel of land, being a portion of Section 31, Township 1 South, Range 24 East, Duval County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 1 South, Range 24 East, Duval County, Florida; thence on the South line of said Section 31, N 89°27'23" E, a distance of 838.25 feet to a point on the Easterly Limited Access Right of Way line of U.S Highway No. 301 (255 foot Right of Way); thence departing said South line and on said Easterly Limited Access Right of Way line, N 18°44'30" E, a distance of 1479.05 feet to a point on the Duval and Nassau County line; thence departing said Easterly Limited Access Right of Way line and on said Duval and Nassau County line, N 44°48'36" E, a distance of 599.60 feet to the Point of Beginning; thence continue on said Duval and Nassau County line, N 44°48'36" E, a distance of 972.17 feet; thence departing said Duval and Nassau County line, S 74°25'22" E, a distance of 1515.63 feet to a point on the Westerly line of Florida Power and Light (290 foot Easement); thence on said Westerly line, S 18°14'09" W, a distance of 849.27 feet; thence departing said Westerly line, N 74°25'22" W, a distance of 1951.01 feet to the Point of Beginning.

A parcel of land, being a portion of Section 31, Township 1 South, Range 24 East, Duval County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 1 South, Range 24 East, Duval County, Florida; thence on the South line of said Section 31, N 89°27'23" E, a distance of 838.25 feet to a point on the Easterly Limited Access Right of Way line of U.S Highway No. 301 (255 foot Right of Way); thence departing said South line and on said Easterly Limited Access Right of Way line, N 18°44'30" E, a distance of 1116.19 feet to the Point of Beginning; thence continue on said Easterly Limited Access Right of Way line, N 18°44'30" E, a distance of 362.86 feet to a point on the Duval and Nassau County line; thence departing said Easterly Limited Access Right of Way line and on said Duval and Nassau County line, N 44°48'36" E, a distance of 599.60 feet; thence, S 74°25'22" E, a distance of 1951.01 feet to a point on the Westerly line of Florida Power and Light (290 foot Easement); thence on said Westerly line, S 18°14'09" W, a distance of 886.49 feet; thence departing said Westerly line, N 74°25'22" W, a distance of 2222.74 feet to the Point of Beginning.

A parcel of land, being a portion of Section 31, Township 1 South, Range 24 East, Duval County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 1 South, Range 24 East, Duval County, Florida; thence on the South line of said Section 31, N 89°27'23" E, a distance of 838.25 feet to a point on the Easterly Limited Access Right of Way line of U.S Highway No. 301 (255 foot Right of Way) and the Point of Beginning; thence departing said South line and on said Easterly Limited Access Right of Way line, N 18°44'30" E, a distance of 1116.19 feet; thence departing said Easterly Limited Access Right of Way line, S 74°25'22" E, a distance of 2222.74 feet to a point on the Westerly line of Florida Power and Light (290 foot Easement); thence on said Westerly line, S 18°14'09" W, a distance of 460.92 feet to a point on the aforesaid South line of Section 31; thence departing said Westerly line and on said South line, S 89°27'23" W, a distance of 2355.61 feet to the Point of Beginning.

EXHIBIT C – Property Description

LOT 1

Description:

A parcel of land, being a portion of Section 31, Township 1 South, Range 24 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 1 South, Range 24 East, Duval County, Florida; thence on the South line of said Section 31, N 89°27'23" E, a distance of 838.25 feet to a point on the Easterly Right of Way line of U.S Highway No. 301 (255 foot Right of Way); thence departing said South line and on said Easterly Right of Way line, N 18°44'30" E, a distance of 3785.22 feet to the Point of Beginning; thence continue on said Easterly Right of Way line, N 18°44'30" E, a distance of 1659.33 feet to a found 1/2" iron pipe (no id) on the Northerly top of bank of Brandy Branch Creek said point being referred to as reference point "A"; thence on said Easterly Right of Way line, S 18°44'30" W, a distance of 32 feet more or less to a point on the centerline of Brandy Branch Creek; thence departing said Easterly Right of Way line and on the meandering of said centerline, Southeasterly, a distance of 1852 feet more or less to a point on the Duval and Nassau County line; thence departing said centerline and on said Duval and Nassau County line, S 44°48'36" W, a distance of 86 feet more or less to a point being referred to as reference point "C" also said point having a tie line of, S 23°54'52" E, a distance of 1870.07 feet from said reference point "A"; thence continue on said Duval and Nassau County line, S 44°48'36" W, a distance of 432.49 feet to a point on the Northerly line of Lot 1 of Brandy Branch as recorded in Official Record Book 2685, Pages 736, 737 and 738 of the public records of Nassau County, Florida; thence departing the Duval and Nassau County line and on said Northerly line for the next 4 courses, N 71°43'33" W, a distance of 636.41 feet; thence N 59°21'01" W, a distance of 111.34 feet; thence N 43°43'01" W, a distance of 187.47 feet; thence N 71°15'30" W, a distance of 165.53 feet to the Point of Beginning.

Containing a total of 34.13 acres.

LOT 2

Lot 1 of Brandy Branch as recorded in Official Record Book 2685, page 736, 737 and 738 of the public records of Nassau County, Florida.

Together with:

A parcel of land, being a portion of Section 31, Township 1 South, Range 24 East, Duval County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 1 South, Range 24 East, Duval County, Florida; thence on the South line of said Section 31, N 89°27'23" E, a distance of 838.25 feet to a point on the Easterly Limited Access Right of Way line of U.S Highway No. 301 (255 foot Right of Way); thence departing said South line and on said Easterly Limited Access Right of Way line, N 18°44'30" E, a distance of 1479.05 feet to a point on the Duval and Nassau County line; thence departing said Easterly Right of Way line and on said Duval and Nassau County line, N 44°48'36" E, a distance of 1571.77 feet to the Point of Beginning; thence continue N 44°48'36" E, a distance of 1311.77 feet to a point being referred to as reference point "C"; thence continue N 44°48'36" E, a distance of 86 feet more or less to a point on the centerline of Brandy Branch Creek; thence on the meandering of said centerline, Southeasterly, a distance of 1568 feet more or less to a point on the Westerly line of Florida Power and Light (290 foot Easement); thence departing said centerline and on said Westerly line, N 18°14'09" E, a distance of 30 feet more or less to a found 1/2" iron pipe with cap stamped LB 6888 on the Northerly top of bank of Brandy Branch Creek said point being referred to as reference point "B" also said point having a tie line of, S 28°23'10" E, a distance of 1275.62 feet from said reference point "C"; thence continue on

said Westerly line, S 18°14'09" W, a distance of 226.78 feet; thence departing said Westerly line, N 74°25'22" W, a distance of 1515.63 feet to the Point of Beginning.

LOT 3

Lot 2 of Brandy Branch as recorded in Official Record Book 2685, page 736, 737 and 738 of the public records of Nassau County, Florida.

Together with:

A parcel of land, being a portion of Section 31, Township 1 South, Range 24 East, Duval County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 1 South, Range 24 East, Duval County, Florida; thence on the South line of said Section 31, N 89°27'23" E, a distance of 838.25 feet to a point on the Easterly Limited Access Right of Way line of U.S Highway No. 301 (255 foot Right of Way); thence departing said South line and on said Easterly Limited Access Right of Way line, N 18°44'30" E, a distance of 1479.05 feet to a point on the Duval and Nassau County line; thence departing said Easterly Limited Access Right of Way line and on said Duval and Nassau County line, N 44°48'36" E, a distance of 599.60 feet to the Point of Beginning; thence continue on said Duval and Nassau County line, N 44°48'36" E, a distance of 972.17 feet; thence departing said Duval and Nassau County line, S 74°25'22" E, a distance of 1515.63 feet to a point on the Westerly line of Florida Power and Light (290 foot Easement); thence on said Westerly line, S 18°14'09" W, a distance of 849.27 feet; thence departing said Westerly line, N 74°25'22" W, a distance of 1951.01 feet to the Point of Beginning.

LOT 4

Lot 3 of Brandy Branch as recorded in Official Record Book 2685, page 736, 737 and 738 of the public records of Nassau County, Florida.

Together with:

A parcel of land, being a portion of Section 31, Township 1 South, Range 24 East, Duval County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 1 South, Range 24 East, Duval County, Florida; thence on the South line of said Section 31, N 89°27'23" E, a distance of 838.25 feet to a point on the Easterly Limited Access Right of Way line of U.S Highway No. 301 (255 foot Right of Way); thence departing said South line and on said Easterly Limited Access Right of Way line, N 18°44'30" E, a distance of 1116.19 feet to the Point of Beginning; thence continue on said Easterly Limited Access Right of Way line, N 18°44'30" E, a distance of 362.86 feet to a point on the Duval and Nassau County line; thence departing said Easterly Limited Access Right of Way line and on said Duval and Nassau County line, N 44°48'36" E, a distance of 599.60 feet; thence, S 74°25'22" E, a distance of 1951.01 feet to a point on the Westerly line of Florida Power and Light (290 foot Easement); thence on said Westerly line, S 18°14'09" W, a distance of 886.49 feet; thence departing said Westerly line, N 74°25'22" W, a distance of 2222.74 feet to the Point of Beginning.

LOT 5

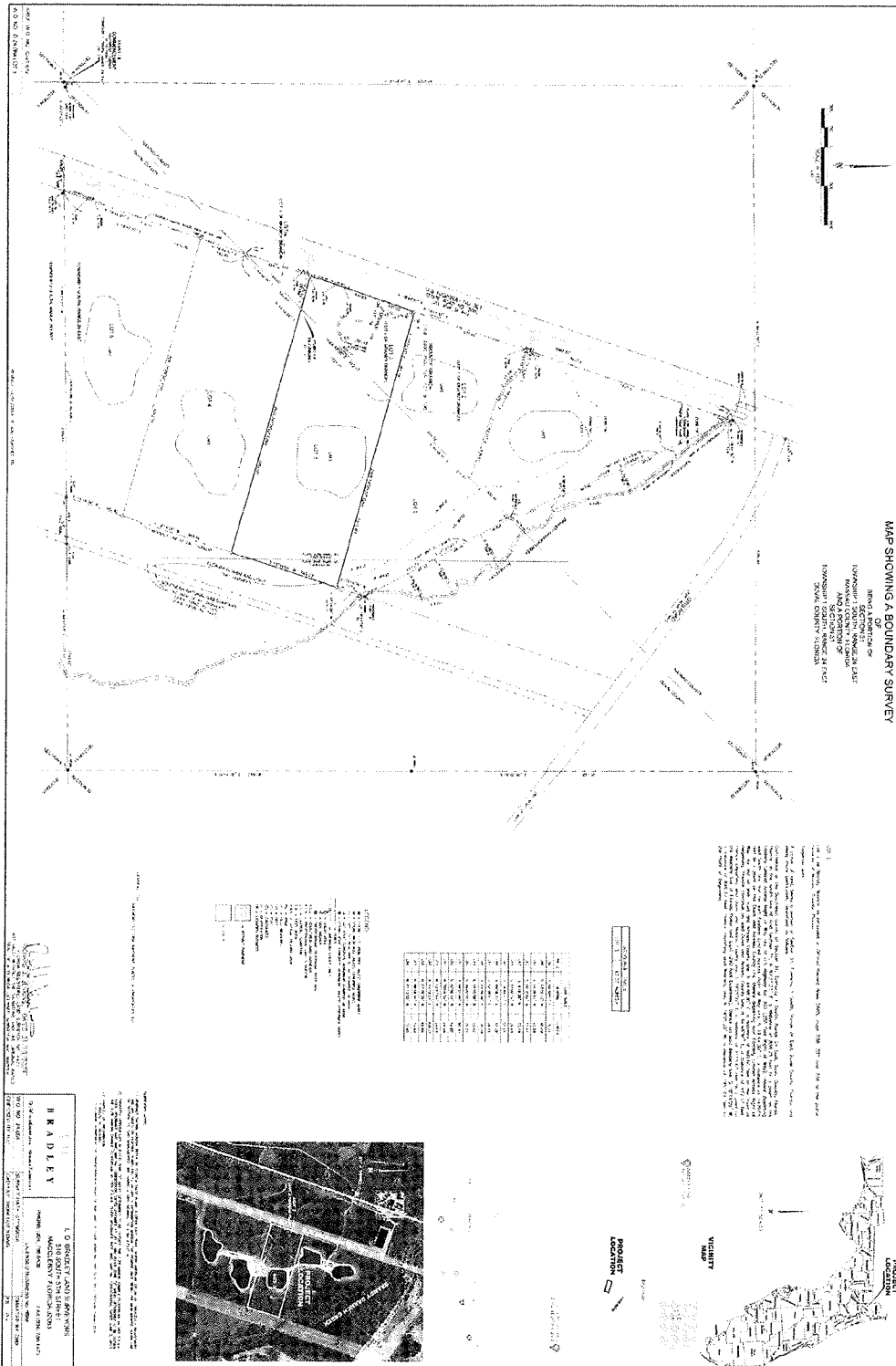
A parcel of land, being a portion of Section 31, Township 1 South, Range 24 East, Duval County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 1 South, Range 24 East, Duval County, Florida; thence on the South line of said Section 31, N 89°27'23" E, a distance of 838.25 feet to a point

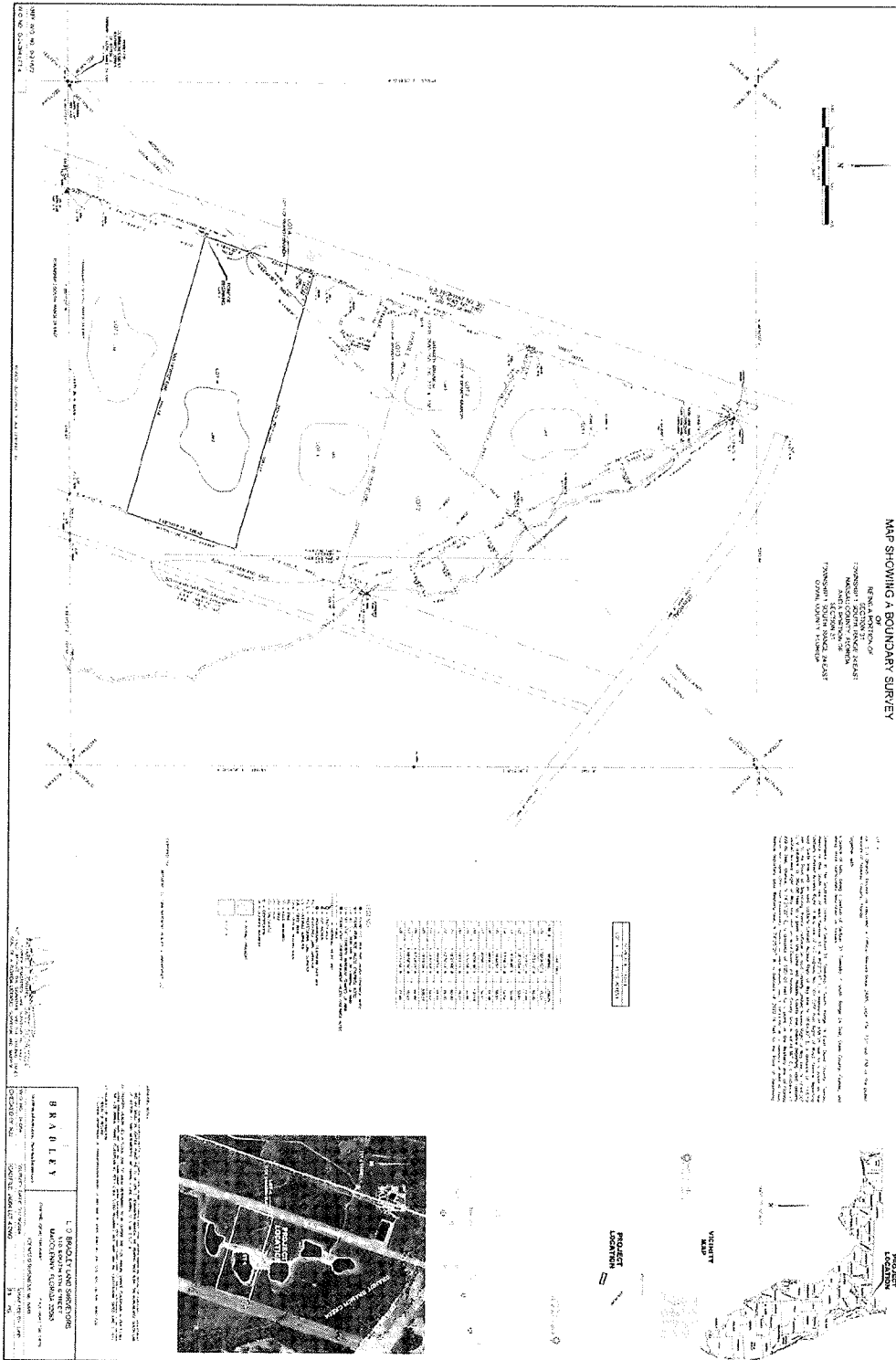
on the Easterly Limited Access Right of Way line of U.S Highway No. 301 (255 foot Right of Way) and the Point of Beginning; thence departing said South line and on said Easterly Limited Access Right of Way line, N 18°44'30" E, a distance of 1116.19 feet; thence departing said Easterly Limited Access Right of Way line, S 74°25'22" E, a distance of 2222.74 feet to a point on the Westerly line of Florida Power and Light (290 foot Easement); thence on said Westerly line, S 18°14'09" W, a distance of 460.92 feet to a point on the aforesaid South line of Section 31; thence departing said Westerly line and on said South line, S 89°27'23" W, a distance of 2355.61 feet to the Point of Beginning.

Exhibit C

LOT 3



LOT 4



LOT 5

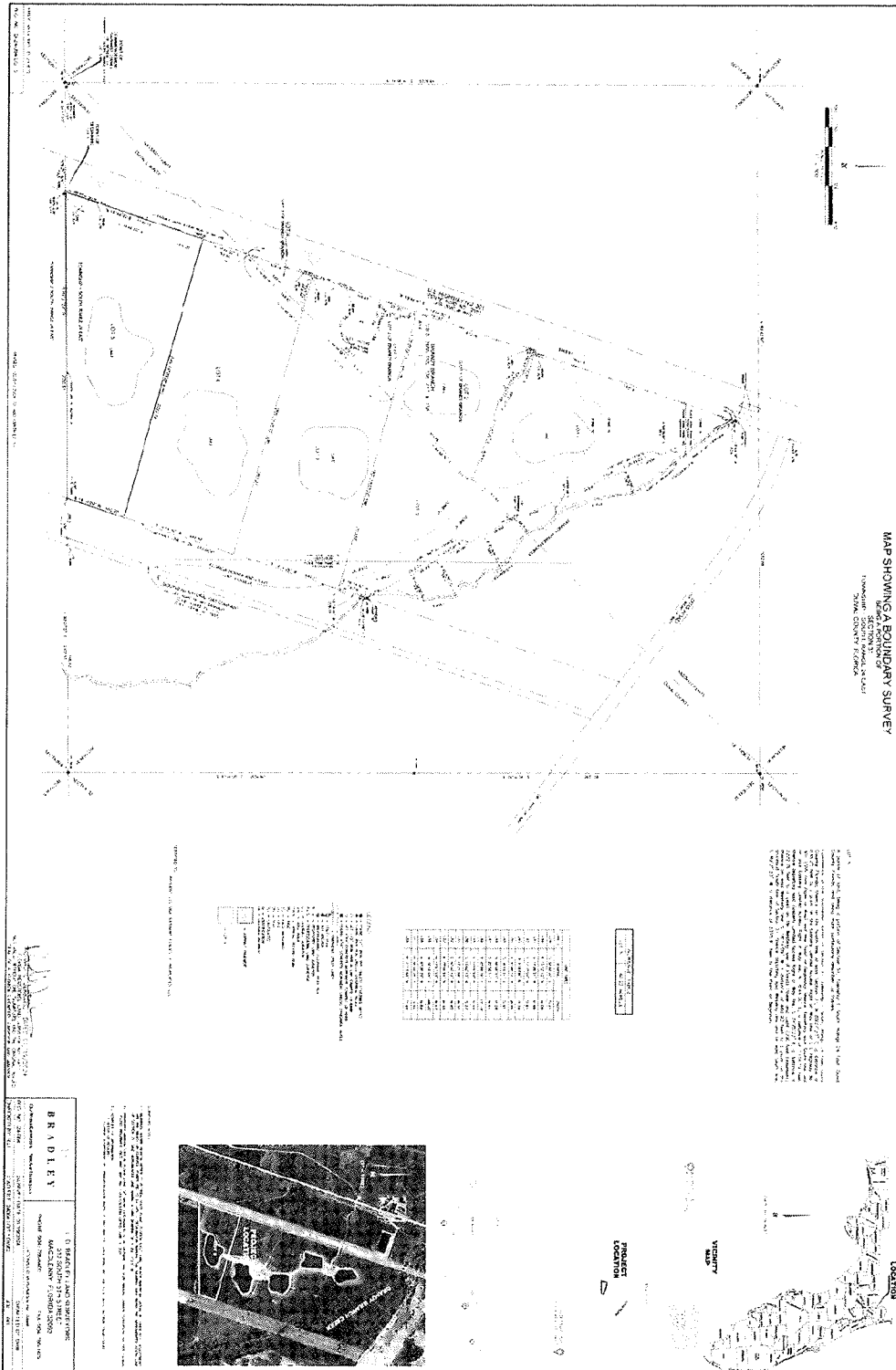
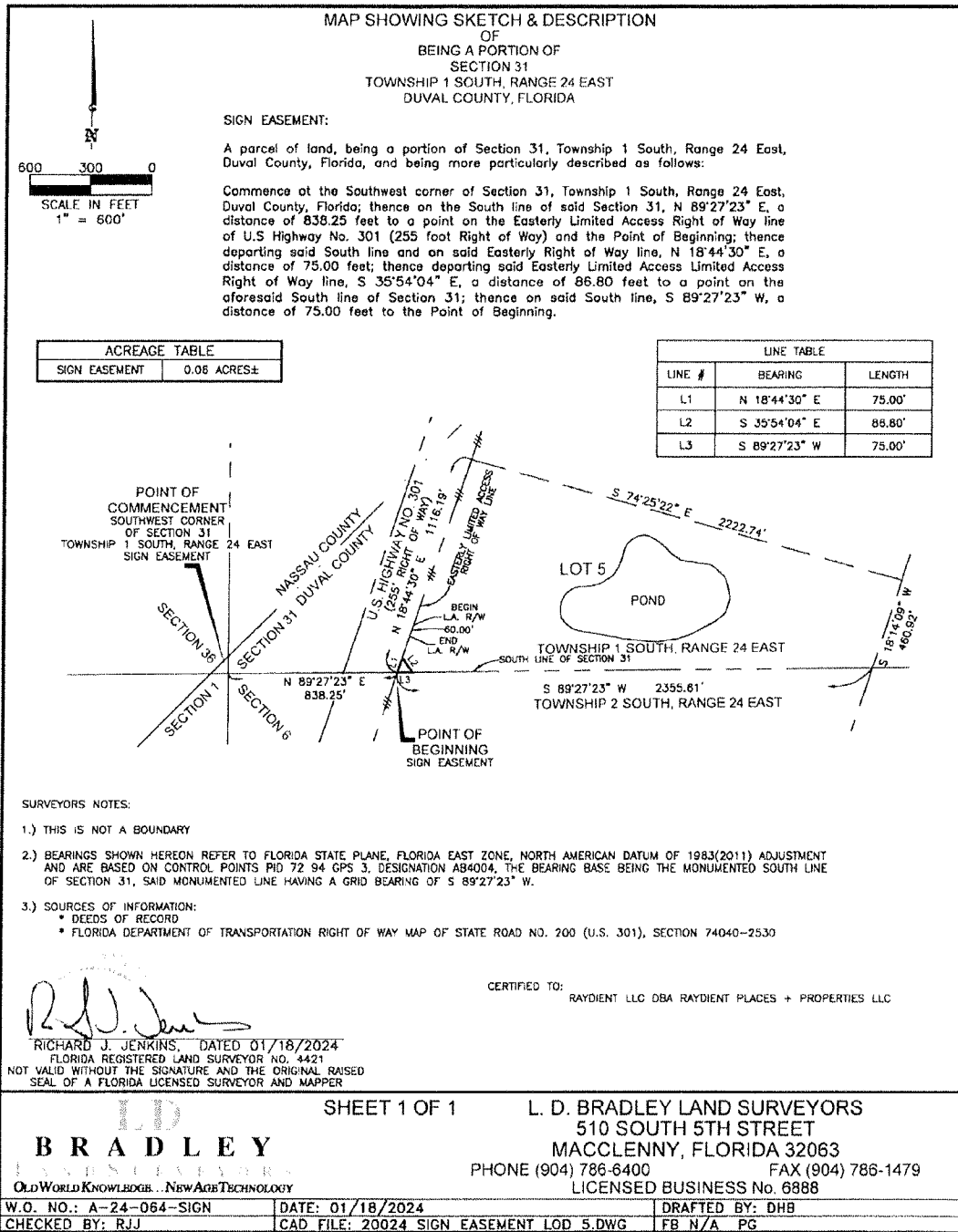


Exhibit D

EXHIBIT E – Sign Easement

Sign Easement Depiction:



Sign Easement Description:

A parcel of land, being a portion of Section 31, Township 1 South, Range 24 East, Duval County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 1 South, Range 24 East, Duval County, Florida; thence on the South line of said Section 31, N 89°27'23" E, a distance of 838.25 feet to a point on the Easterly Limited Access Right of Way line of U.S Highway No. 301 (255 foot Right of Way) and the Point of Beginning; thence departing said South line and on said Easterly Right of Way line, N 18°44'30" E, a distance of 75.00 feet; thence departing said Easterly Limited Access Limited Access Right of Way line, S 35°54'04" E, a distance of 86.80 feet to a point on the aforesaid South line of Section 31; thence on said South line, S 89°27'23" W, a distance of 75.00 feet to the Point of Beginning.

EXHIBIT F – Fence Specifications

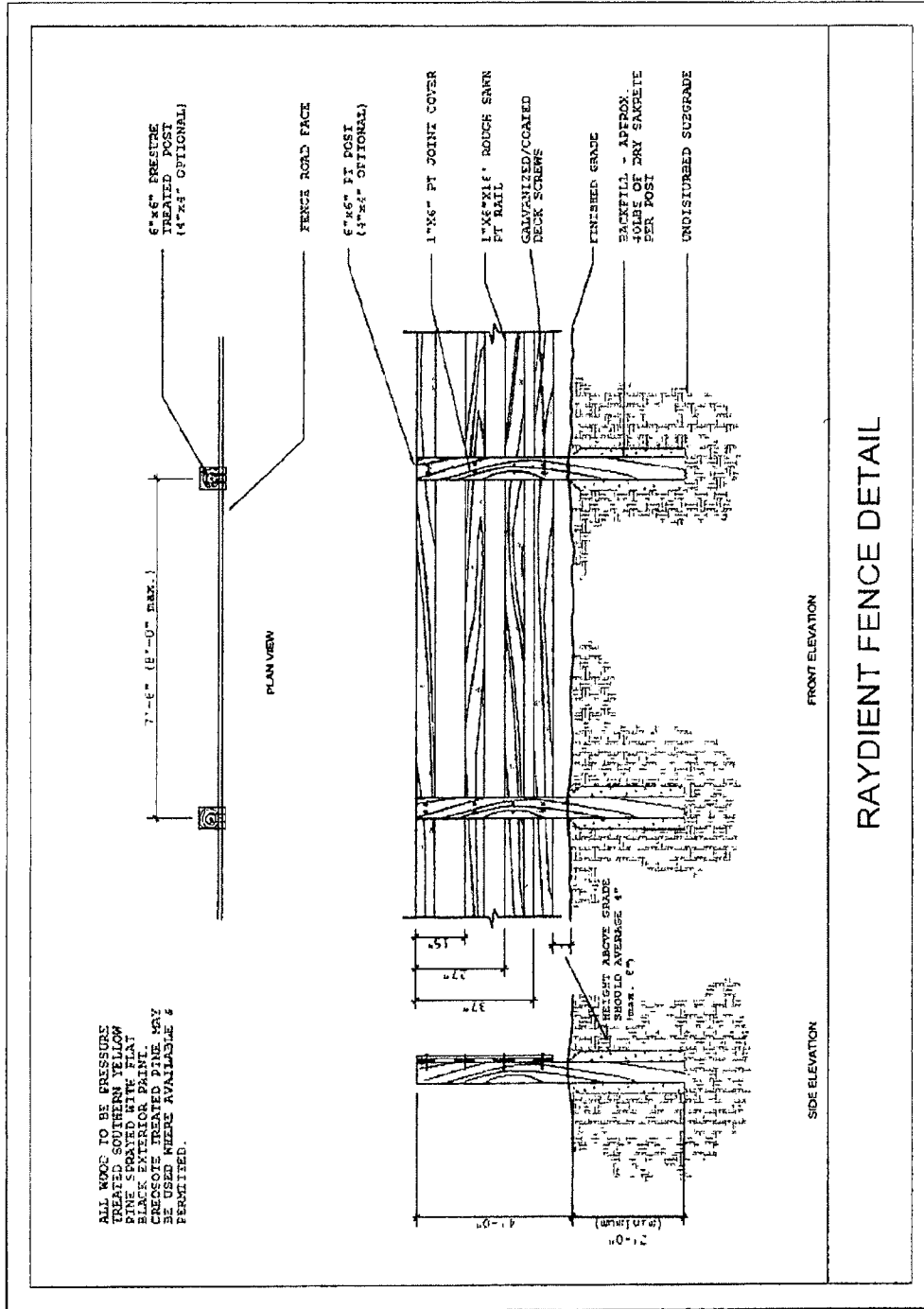


Exhibit F