

## **CORRECTIVE SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR CIMARRONE Unit 10**

**This Corrective Supplementary Declaration of Covenants and Restrictions for Cimarrone Unit 10** (the "Supplementary Declaration") is made and entered this 5th day of August, 2004, by Cordele Properties, Inc., a Florida corporation, whose address is 200 Business Park Circle, Suite 101, St Augustine, FL 32095. This Supplementary Declaration is being recorded to correct the original "Supplementary Declaration of Covenants and Restrictions for Cimarrone Unit 10", recorded on February 25, 2003 in OR Book 1903, page 1029, which was recorded without the Plat information.

### **R E C I T A L S:**

- A. Cordele Properties, Inc. (the "Developer") is the Developer of certain real property located in St. County, Florida, known as the Cimarrone Golf & Country Club.
- B. By Declaration of Covenants and Restrictions for Cimarrone Golf & Country Club, dated February 9, 1989, and recorded in the official records volume 811, page 995 of the public records of St. Johns County, Florida, as amended and restated in the Amended and Restated Covenants & Restrictions recorded in the official record book 1154, page 428 of the public records of St. Johns County, Florida, as supplemented by (as amended, restated and supplemented, the "Declaration"), the Developer submitted certain real property (the "Property") within Cimarrone Golf & Country Club to the terms, provisions, restrictions, easements, covenants and conditions of the Declaration, for the benefit of all owners of property and for the purpose of maintaining the Property, assuring high quality standards for the enjoyment of the Property and preserving the value and desirability of the Property.
- C. Pursuant to the terms of Sections 1.1, 1.32, 2.11 and 10.1 of the Declaration, the Developer reserved the right to extend the provisions of the Declaration to the "Additional Lands" (as defined in the Declaration) by recording a supplementary declaration in the records of St. Johns County, Florida;
- D. Pursuant to the terms of Section 2.11 of the Declaration, the Developer may from time to time plat all or part of the Additional Lands;
- E. The Developer has platted the real property described in Exhibit "A" in the plat (the "Plat") of CIMARRONE UNIT 10 at CIMARRONE as recorded in Map Book 48, pages 25 of the public records of St. Johns County, Florida. The property subjected to the Plat shall be referred to herein as the "Cimarrone Unit 10 Property"; the Cimarrone Unit 10 Property is within the "Additional Lands" as defined in the Declaration.
- F. The Developer desires to subject the Cimarrone Unit 10 Property to the terms, conditions and provisions of the Declaration.

NOW, THEREFORE, the Developer hereby declares as follows;

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**ARTICLE I  
EXTENSION AND INCORPORATION OF THE DECLARATION**

The Developer hereby extends the lien, operation and effect of the Declaration to the Cimarrone Unit 10 Property with the effect that hereafter the Cimarrone Unit 10 Property shall be held, transferred, sold, conveyed, mortgaged and occupied subject to the terms, provisions, covenants, restrictions, conditions, easements, charges, liens and all other matters set forth in the Declaration, which by this reference are fully incorporated herein.

**ARTICLE II  
INTERPRETATIONS AND DEFINITIONS**

In the event of a conflict between the Declaration and this Supplementary Declaration, this Supplementary Declaration shall control and supersede. Reference shall be made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provision of this Supplementary Declaration. Except as specifically defined herein, all capitalized words in the Declaration shall have the same meanings in this Supplementary Declaration.

**ARTICLE III  
JURISDICTIONAL WETLAND PROPERTY**

Certain parts of the Cimarrone Unit 10 Property as shown on the plat are designated as "Wetland Property" as defined by the rules and regulations of the Florida Department of Environmental Protection ("DEP") and the United States Army Corps of Engineers ("Corp"). Nothing shall be constructed upon an no activity of any sort shall be conducted within such "wetland property", nor shall any soil, vegetation or other materials be interfered with, removed or otherwise disturbed in any manner, unless permitted in writing in advance by the ARC, the DEP, the Corps and the St. Johns River Water Management District, as and if applicable.

**ARTICLE IV  
COMMON AREAS AND ROADS**

The Lands Described on the Plat as tracts "A" through "C" and the streets described as "Blackhawk Drive", "Soaring Eagle Court", "Bear Claw Court", "Running Deer Court", "Rising Sun Court", and "Still Creek Court" are hereby declared to be "Common Areas" as defined in Article I, Section 1.12 of the Declaration and said streets are hereby declared to be Common Roads as defined in Article I, Section 1.13 of the Declaration.

**ARTICLE V  
MINIMUM SQUARE FOOTAGE**

Pursuant to Section 3.2 of the Declaration, Developer hereby declares that the minimum heated and air conditioned enclosed living area for each Residential Dwelling Unit in the Cimarrone Unit 10 Property shall be as follows; each one story dwelling shall contain a minimum of 2000 square feet of heated and cooled space. Each two story dwelling shall contain a minimum of 2250 square feet.

**ARTICLE VI  
MAXIMUM NUMBER OF PERMISSIBLE RESIDENTIAL DWELLING UNITS**

Pursuant to Section 10.3 of the Declaration, forty-seven (47) is the number hereby designated by the Developer as the maximum number or permissible residential dwelling units allocated to the Cimarrone Unit 10 Property.

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ARTICLE VII  
MISCELLANEOUS PROVISIONS

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7.1 EFFECT. The terms, provisions and conditions of the Declaration are incorporated by reference herein and made applicable to all owners within the Cimarrone Unit 10 Property. The provision of the Declaration as hereby supplemented, shall run with title to the Cimarrone Unit 10 Property and shall be binding upon all parties having a right, title, or interest in or to all or any portion thereof, their respective heirs, personal representatives, successors and assigns and shall be enforceable by and inure to the benefit of the Developer, the Association and each Owner, as applicable. The grantee of any deed conveying any Lot within Cimarrone Unit 10 Property shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the provisions of the Declaration as supplemented hereby.

7.2 OPERATION. This instrument will take effect upon its recordation in the Public Records of St. Johns County, Florida. From and after such date, Developer intends that all references to the Declaration or any Supplementary declaration now or hereafter made in any other document recorded in the Public Records of St. Johns County, Florida or elsewhere shall refer to the Declaration including this Supplementary Declaration unless expressly provided otherwise.

7.3 LIMITATON. Except as supplemented hereby, the Declaration has not been other wise amended and remains in full force and effect.

IN WITNESS THEREOF, Developer has caused this Supplementary Declaration of the Covenant and Restrictions for Cimmarone Unit 10 Property at Cimarrone Golf & Country Club to be executed by and through its authorized officer who is hereunto duly authorized as of the day and year first above set forth.

Signed, sealed and witnessed

CORDELE PROPERTIES, INC.

Susan B. Bentley  
Witness: Susan B. Bentley

By: Patrick T. Murphy  
Title: Vice President

John E. Dunlop  
Witness: John E. Dunlop

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of Aug, 2004 by Patrick T. Murphy of Cordele Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me ☒ or has produced \_\_\_\_\_ as identification.

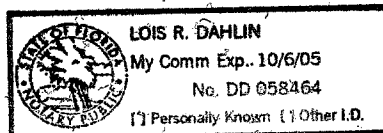
Lois R. Dahlin

Notary Name: \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_ / \_\_\_ / \_\_\_

(NOTARY SEAL)



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(44)

Public Records of  
St. Johns County, FL  
Clerk# 99031328  
O.R. 1422 PG 580  
04:06PM 06/30/1999  
REC \$177.00 SUR \$22.50

Prepared by and return to:  
Richard G. Hathaway, P.A.  
10151 Deerwood Park Blvd  
Bldg 100, Ste. 250  
Jacksonville, FL 32256

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR  
CIMARRONE GOLF COURSE PROPERTY,  
AGREEMENT PROVIDING FOR JOINT USE, MAINTENANCE AND  
OPERATION AND AMENDMENT OF CIMARRONE DECLARATION**

**THIS DECLARATION, AGREEMENT AND AMENDMENT**, dated effective June 30, 1999,  
is made by **Cordele Properties, Inc.**, a Florida corporation, whose address is 2690  
Cimarrone Boulevard, Jacksonville, Florida 32259.

**RECITALS**

- A. Cordele is the developer of the Cimarrone Project and has heretofore subjected the Platted Subdivisions to the Cimarrone Declaration.
- B. Cordele anticipates selling the Golf Course Property to LinksCorp.
- C. As ownership of the Golf Course Property transfers to LinksCorp, Cordele, as developer of the Platted Subdivisions and owner of the Future Residential Land, has an interest in subjecting the Golf Course Property to certain easements, covenants, use restrictions, architectural controls and maintenance standards as hereinafter set forth.
- D. Also, as ownership of the Golf Course Property transfers to LinksCorp, both Cordele and LinksCorp wish to provide for the equitable and fair use, maintenance and operation of those elements of the Cimarrone Project which jointly benefit both of them.



- E. To the extent the provisions hereof conflict with the Cimarrone Declaration and for the other purposes hereinafter specified, Cordele hereby amends the Cimarrone Declaration to adopt the provisions hereof which, as Class B Membership has not terminated, Cordele is empowered to do pursuant to Section 11.3(a) of the Cimarrone Declaration.

**NOW, THEREFORE,** Cordele hereby restricts the Golf Course Property as hereinafter set forth, declares that both the Golf Course Property and the other portions of the Cimarrone Project shall be hereafter held, occupied, sold and transferred subject to the covenants, restrictions and easements hereof and amends the Cimarrone Declaration as set forth herein.

## **ARTICLE I**

### **DEFINITIONS AND CONSTRUCTION**

Unless the context expressly requires otherwise, the terms used herein shall have the following meanings:

1.1 "Additional Lands" means the lands so described in the Cimarrone Declaration.

1.2 "ARC" means the Association's Architectural Review Committee.

1.3 "Arrowhead Point" means the platted residential subdivision shown in the plat of "Arrowhead Point at Cimarrone" recorded in Map Book 25, pages 28-31 of the County public records.

1.4 "Association" means Cimarrone Property Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

1.5 "Cimarrone Boulevard" means the portion of Cimarrone Boulevard (as shown in the plats of Wildfire Pines and Cimarrone Boulevard Extension) from CR 210 to the Golf Course Maintenance Facility only notwithstanding that Cimarrone Boulevard has been extended further north of the Golf Course Maintenance Facility pursuant to the plat of Comanche Trail and may be further extended north as the Future Residential Land is developed.

1.6 "Cimarrone Boulevard Common Landscaped Area" means all Landscaped Areas (meaning the islands and non-paved areas) in the Cimarrone Boulevard right of way. The Cimarrone Boulevard Common Landscaped Area is shown on the Landscaping Areas Map attached hereto as Exhibit "B". The Landscaping Areas Map which is attached to the Declaration, Agreement and Amendment being recorded has been reduced to letter size

so that it may be recorded in the County public records. In so reducing the Landscaping Areas Map, it may be difficult to ascertain which Landscaped Areas are to be Maintained as Common Landscaped Areas and which are to be Maintained either by the Association or LinksCorp. Accordingly, Cordele has caused to be prepared two (2) larger scaled Landscaping Areas Maps which are color coded to more easily show these matters. One of these larger scaled Landscaping Areas Maps is to be kept at the offices of the Golf Course Property Owner and the other is to be kept at the offices of the Association.

1.7 "Cimarrone Boulevard Extension" means the lands shown in the plat of "Cimarrone Boulevard Extension" recorded in Map Book 27, pages 34-38 of the County public records.

1.8 "Cimarrone Declaration" means the Declaration of Covenants and Restrictions for Cimarrone Golf & Country Club, dated February 9, 1989, as recorded in Official Records Book 811, page 995, and as thereafter amended, restated and supplemented in Official Records Book 1154, page 428; Official Records Book 1154, page 468; Official Records Book 1255, page 1266; and Official Records Book 1316, page 1686, all references being to the County public records.

1.9 "Cimarrone Project" means the Cimarrone Golf & Country Club project contemplated in the Woodlands PUD approved in County Ordinance Number 87-48, as thereafter amended in County Ordinances 94-64, 95-60 and 98-47. The Cimarrone Project is located on the real property described on Exhibit "A" attached hereto.

1.10 "Cimarrone Roads" means all existing and future roads and rights of way in Cimarrone Project.

1.11 "Class B Golf Courses" means the category of golf courses which is second to the highest in maintenance standards, condition, beauty, design, aesthetics and reputation in a particular location. Class B Golf Courses, like Class A Golf Courses, have high and demanding standards of maintenance, course condition, architectural design, beauty, landscaping, aesthetics and reputation, but their standards are not quite as high as Class A Golf Courses. At the present time in Duval and St. Johns Counties, the Tournament Players Club, Stadium Course; Tournament Players Club, Valley Course; Sawgrass Country Club; and Marsh Landing Country Club are examples of "Class A Golf Courses" and Windsor Parke; Queens Harbour; Cimarrone Golf and Country Club; Eagle Harbour; and Jacksonville Golf and Country Club are examples of "Class B Golf Courses."

1.12 "Comanche Trail" means the platted residential subdivision as shown in the plat of "Comanche Trail at Cimarrone Golf and Country Club" recorded in Map Book 34, page 50-56 of the County public records.

1.13 "Common Landscaped Areas" means (i) the CR 210 R/W Landscaped Area and (ii) the Cimarrone Boulevard Common Landscaped Area.

1.14 "Consumptive Use Permit" means the St. Johns River Water Management District Consumptive Use Permit No. 20-109-0024RM, issued January 14, 1997, and relating to the Cimarrone Project, as the same may be hereafter amended from time to time.

1.15 "Cordele" means Cordele Properties, Inc., a Florida corporation, its successors and assigns.

1.16 "County" means St. Johns County, Florida.

1.17 "CR 210 R/W Landscaped Area" means the approximate thirty-eight foot (38') wide portion of the County Road 210 right-of-way lying immediately north of the paving (as it presently exists or as it may be widened in the future) and south of the Golf Course Property. The CR 210 R/W Landscaped Area is shown on the Landscaping Areas Map attached hereto as Exhibit "B".

1.18 "Declaration, Agreement and Amendment" means this Declaration of Easements, Covenants and Restrictions for Cimarrone Golf Course Property, Agreement Providing for Joint Use, Maintenance and Operation and Amendment of Cimarrone Declaration.

1.19 "Drainage Improvements" means all lakes, pipes, inlets, swells, weirs, drainage conduits, bulkheads and other improvements now or hereafter existing which comprise a part of the Master Drainage System.

1.20 "Drainage Permits" means all permits now existing or hereafter issued by the St. Johns River Water Management District, the United States Army Corps of Engineers, the County or any other agency or governmental body which permit or regulate the Master Drainage System, as the same may be hereafter amended from time to time.

1.21 "Future Residential Land" means the portion of Cimarrone Project which is presently undeveloped and intended for future development as residential lots and/or dwelling units. The Future Residential Land is located on the real property described in Exhibit "C" attached hereto.

1.22 "Future Residential Land Owner" means the owner of the Future Residential Land, its successors and assigns. Cordele is currently the Future Residential Land Owner.

1.23 "Golf Club" means the club of members with golf playing and/or social privileges at the Cimarrone Golf Course, as such Golf Club may be amended and changed by LinksCorp upon its acquisition of the Golf Course Property, in its sole discretion.

1.24 "Golf Course Maintenance Facility" means the existing maintenance facility located in Tract E of Wildfire Pines.

1.25 "Golf Course Property Owner" means the owner of the Golf Course Property, its successors and assigns. Cordele is the current Golf Course Property Owner, but is conveying the Golf Course Property to LinksCorp immediately after the recording of this Declaration, Agreement and Amendment, and thereupon, LinksCorp will become the Golf Course Property Owner.

1.26 "Golf Course Property" means the portion of the Cimarrone Project containing its 18 hole golf course, club house, Golf Course Maintenance Facility, cart barn, driving range and practice putting greens. The Golf Course Property is located on the real property described in Exhibit "D" attached hereto.

1.27 "Golf Course Structures" means all buildings, structures and other improvements now or hereafter located on the Golf Course Property, but excluding, in all cases, landscaping and paving (and similar items).

1.28 "Indian Creek" means the platted residential subdivision shown in the plat of "Indian Creek at Cimarrone Golf and County Club" recorded in Map Book 32, pages 52-59 of the County public records.

1.29 "Landscaped Areas" means all areas of grass, plants, sod, flowers, shrubs, natural areas, trees and other landscaping.

1.30 "LinksCorp" means LinksCorp Florida Cimarrone, L.L.C., a Delaware limited liability company, its successors and assigns.

1.31 "Maintenance" means the maintenance, repair, restoration and/or replacement of the item being "Maintained."

1.32 "Master Drainage System" means the Cimarrone Project's surface and stormwater conveyance system, including all lakes, pipes, inlets, swells, weirs, drainage conduits, bulkheads and other improvements now or hereafter existing which are intended to drain, or assist in the drainage of, storm or surface water at Cimarrone Project, including, without limitation, all of Drainage Improvements required, necessary or appropriate to comply with the Drainage Permits.

1.33 "Person" means any individual, association, corporation, partnership or other entity.

1.34 "Platted Subdivisions" means Wildfire Pines, Arrowhead Point, Indian Creek and Comanche Trail residential subdivisions and Cimarrone Boulevard Extension.

1.35 "Project Identification Sign Easement Areas" means the four (4) portions of the Golf Course Property described in Exhibit "E" attached hereto.

1.36 "PUD" means the County land use ordinances relating to the Cimarrone Project and specifically County Ordinance numbers 87-48, 94-64, 95-60 and 98-47.

1.37 "Utility Company" means United Water Florida, Inc. or other private or public utility company(ies) providing potable water and/or sanitary sewer service to Cimarrone Project.

1.38 "Utility improvements" means all utility lines, pump stations, meters and other facilities and improvements pursuant to which potable water and sanitary sewer service is provided.

1.39 "Wetlands" means all lakes, streams, marshes, lagoons, ponds or lands located in the Cimarrone Project defined as wetlands by either the Florida Department of Environmental Protection, the St. Johns River Water Management District, the United States Army Corps of Engineers, the County and/or any other governmental agency or body having wetlands jurisdiction there over.

1.40 "Wildfire Pines" means the platted residential subdivision shown on the plat of "Cimarrone Golf & Country Club, Unit One", recorded in Map Book 23, pages 6-14 of the County public records.

1.41 "Wrongdoing" means the criminal, negligent, intentionally wrongful, fraudulent, malicious or other wrongful act or omission of any Person.

## ARTICLE II ROADS, INGRESS / EGRESS

2.1 Ownership of Cimarrone Roads. The only existing Cimarrone Roads are located in the Platted Subdivisions and are private roads owned by the Association. If either the Golf Course Property Owner or the Future Residential Land Owner construct roads on their property in the future, then their roads shall be private roads owned by them, unless or until deeded to and accepted by either the County or the Association.

2.2 Ingress and Egress Easements Over Roads. Cordele and the Association hereby grant to the Golf Course Property Owner, the Future Residential Land Owner and all other Persons now or hereafter owning property in the Cimarrone Project (as well as their respective guests, licensees, invitees, contractors employees and agents), a non-exclusive ingress and egress easement for vehicular and/or pedestrian traffic across and over all Cimarrone Roads, now or hereafter existing. The plats of Wildfire Pines, Arrowhead Point, Indian Creek, Comanche Trail and Cimarrone Boulevard Extension permit Cordele and its successors and assigns to designate the parties entitled to use the roads shown in those plats. Accordingly, Cordele and the Association hereby irrevocably designate the Golf Course Property Owner, the Future Residential Land Owner and all other Persons now or hereafter owning property in the Cimarrone Project (as well as their

respective guests, licensees, invitees, contractors employees and agents) as persons designated to use the roads shown on such plats. Without limiting the generality of the foregoing, it is specifically agreed and understood that in the event that any roads are hereafter constructed on either the Golf Course Property or the Future Residential Land, then all of the property owners in the Cimarrone Project (as well as their respective guests, licensees, invitees, contractors employees and agents) shall have a non-exclusive ingress and egress easement for vehicular and/or pedestrian traffic across and over all such future roads.

2.3 Cart Path Easements. Cordele hereby grants to the Golf Course Property Owner, for the benefit of the Golf Course Property, a non-exclusive ingress and egress easement for golf carts, Maintenance vehicles and/or pedestrian traffic across, over and through Cart Path Easement "A", Cart Path Easement "B" and Cart Path Easement "C" as described in Exhibit "F" attached hereto. Included in this easement is the right of Golf Course Owner to repair, maintain and replace the cart paths or any irrigation lines located in the aforesaid easements. Furthermore, the Golf Course Property Owner is the Person responsible for the Maintenance of the cart paths and irrigation lines.

2.4 Maintenance.

(A) Maintenance Standards. All Cimarrone Roads shall be constructed and Maintained to the standards required by the County.

(B) Person Responsible for Maintenance. Irrespective of who pays for the Maintenance, the Person owning the Road shall be the Person responsible to Maintain it.

(C) Maintenance Costs for Cimarrone Roads.

(1) Maintenance Necessitated by Wrongdoing or Construction and/or Maintenance Activities. Where a Person's Wrongdoing or its construction or Maintenance actions or activities causes the need for the Maintenance, then that Person shall be solely responsible for the costs of such Maintenance. Otherwise, the costs of Maintenance shall be borne as set forth below.

(2) Maintenance of Cimarrone Boulevard. The Association and the Golf Course Property Owner shall each be responsible to pay for fifty percent (50%) of the Maintenance costs of Cimarrone Boulevard.

(3) Maintenance of Other Cimarrone Roads. Except as described in subsection (2) above, the costs to Maintain the other Cimarrone Roads shall be borne by the Person owning the Road. At present, all other existing Cimarrone Roads are owned by the Association, and thus, the Association

shall be solely responsible for the Maintenance costs relating thereto. Future roads shall be maintained by the Person owning them.

### ARTICLE III UTILITIES

3.1 Existing Situation. Utility service for Cimarrone Project is presently provided by the Utility Company through Utility Improvements owned by the Utility Company and utility easements in favor of the Utility Company created by plats and/or other recorded documents.

3.2 Future Easements for Existing Improvements. It is believed that the existing Utility Improvements and easements are adequate to provide all needed utility service to the existing improvements at Cimarrone Project. If additional Utility Improvements are needed, then the Person needing them shall be responsible to construct them at its sole cost and expense. If additional utility easements are needed, then the Person owning the land where the additional utility easement is to be located shall reasonably cooperate to grant the additional utility easement; provided always that such new utility easement does not unreasonably interfere with that owner's use, development, enjoyment and/or operation of its land.

3.3 Future Easements for Future Improvements. It is anticipated that the Future Residential Land will require new Utility Improvements as it is developed. In that case, it shall be the Future Residential Land Owner's responsibility to construct such new Utility Improvements at its sole cost and expense. If any new utility easements are needed to service the Future Residential Land, then the Person owning the land where the new utility easement is located shall reasonably cooperate to grant the additional utility easement; provided always that such new utility easement does not unreasonably interfere with that owner's use, development, enjoyment and/or operation of its land. Cordele has advised Golf Course Property Owner that Cordele desires an easement to install a lift station on part of the Golf Course Property in the southeast corner of Golf Parcel E. Golf Course Property Owner hereby agrees to grant an easement for the lift station in a location and subject to terms and conditions mutually reasonably agreed to by Golf Course Property Owner and Cordele.

### ARTICLE IV DRAINAGE

4.1 Ownership. The Master Drainage System is comprised of Drainage Improvements located throughout the Cimarrone Project on property respectively owned by the Association, various Lot owners in the Platted Subdivisions, the Golf Course Property Owner and the Future Residential Land Owner. Subject always to the easements and other provisions of (i) this Declaration, Agreement and Amendment, (ii) the Cimarrone Declaration, (iii) the Drainage Permits, (iv) the Consumptive Use Permit and (v) any other

easements now or hereafter recorded in the County public records, ownership of the various Drainage Improvements shall reside and remain in the Persons owning the land on which such Drainage Improvements are located.

#### 4.2 Drainage Easements.

(A) Affirmation of Master Drainage Easement. The Master Drainage System exists for the benefit of all present and future owners of property in the Cimarrone Project including the Association, Lot owners in the Platted Subdivisions, the Golf Course Property Owner and the Future Residential Land Owner, and their respective successors and assigns. The Cimarrone Declaration, and specifically Sections 2.3 and 2.4 thereof, grants and creates a non-exclusive, perpetual drainage easement in, on and to the portions of the Master Drainage System located within the property subjected to the Cimarrone Declaration (meaning the Platted Subdivisions at present, but including Additional Lands if and when such Additional Lands are subjected to the Cimarrone Declaration) for the benefit of all Persons now or hereafter owning property in Cimarrone Project. Such drainage easement is hereby specifically acknowledged, consented to and affirmed. Pursuant to this Declaration, Agreement and Amendment each of the property owners in the Cimarrone Project, and their respective successors and assigns, is hereby granted a non-exclusive, perpetual drainage easement in, on and to the portions of the Master Drainage System now or hereafter located on either the Golf Course Property, the property owned by the Association, or the Future Residential Land for retention, detention and accommodation of storm and surface water drainage from its respective property, all to the extent permitted by the Drainage Permits.

(B) Grant of Irrigation Easement. Additionally, the Golf Course Property Owner is hereby granted a non-exclusive easement to locate pipes in the lakes comprising the Master Drainage System and to withdraw water from the Master Drainage System to irrigate the Golf Course Property, but only in accordance with the terms, conditions and requirements of the Drainage Permits and the Consumptive Use Permit. Except as otherwise described in this Section, Section 4.3(A) or Section 4.3(B)(1), the Golf Course Property Owner shall be responsible to comply with all Consumptive Use Permit requirements and obligations including all augmentation obligations and requirements including, without limitation, those relating to Wetlands within the Golf Course Property and Wetlands located outside the boundaries of the Golf Course Property; provided, however, that if (i) in order to satisfy any of the augmentation requirements it is necessary for the Golf Course Property Owner to create additional Wetlands in the Cimarrone Project and (ii) either the Association owns excess property suitable for Wetlands creation, as determined by Association in its sole reasonable judgment, and/or the Future Residential Land Owner has excess property suitable for Wetlands creation, as determined by the Future Residential Land Owner in its sole reasonable judgment, then the Association and/or the Future Residential Land Owner, as the case may be, shall



make such excess land(s) available to Golf Course Property Owner for the purpose of creating wetlands in order to satisfy augmentation requirements. Notwithstanding anything contained herein to the contrary, in no event is the Golf Course Property Owner required to cause compliance with the Consumptive Use Permit or the Drainage Permits to the extent such compliance is necessitated by either (i) the development of the Future Residential Land, in which case those costs shall be borne by the Future Residential Land Owner, or (ii) a Person's Wrongdoing, in which case those costs shall be borne by the Wrongdoer.

(C) Future Easements for Existing Improvements. It is believed that the existing Drainage Improvements and easements are adequate to provide drainage for all existing improvements at Cimarrone Project. If additional Drainage Improvements are needed, then the Person needing them shall be responsible to construct them at its sole cost and expense. If additional drainage easements are needed, then the Person owning the land where the additional drainage easement is located shall reasonably cooperate to grant the additional drainage easement; provided always that no such new drainage easements shall be granted if the location, use or operation of the easement is reasonably expected to unreasonably interfere with: (i) an owner's use, development, enjoyment and operation of its land or; (ii) the existing efficiency or effectiveness of the Master Drainage System.

(D) Future Easements for Future Improvements. It is anticipated that the Future Residential Land will require new Drainage Improvements as it is developed. In that case, it shall be the Future Residential Land Owner's responsibility to construct such new Drainage Improvements at its sole cost and expense. If any new drainage easements are needed to service the Future Residential Land, then the Person owning the land where the new drainage easement is located shall reasonably cooperate to grant the additional drainage easement; provided always that no such new drainage easements shall be granted if the location, use or operation of the easement is reasonably expected to unreasonably interfere with: (i) an owner's use, development, enjoyment and operation of its land or; (ii) the existing efficiency or effectiveness of the Master Drainage System.

#### 4.3 Maintenance.

(A) Maintenance Standards. The Master Drainage System shall be Maintained so that it drains the Cimarrone Project and complies with all applicable County ordinances, standards and codes, the Drainage Permits, the Consumptive Use Permit and all other applicable laws, rules, regulations and codes. Notwithstanding anything contained herein to the contrary, no Person shall take any action with respect to the Master Drainage System which would cause a violation of the Consumptive Use Permit, the Drainage Permits or any other applicable law, rule, regulation or requirement. Without limiting the generality of the foregoing, the Drainage Improvements shall be Maintained in a reasonably sightly, attractive

manner so that all grassed lake banks and other areas are routinely mowed and the lakes are kept reasonably clean, sightly and free of algae, trash and other debris.

(B) Persons Responsible for Maintenance. Irrespective of who pays for the Maintenance, the Persons responsible to Maintain the Master Drainage System are as follows:

(1) Lake Banks. Each property owner shall mow and otherwise Maintain all lake banks located on its property.

(2) Aquatic Control. The Golf Course Property Owner shall be solely responsible to Maintain aquatic control of all lakes in the Master Drainage System, regardless of where the lakes are located.

(3) Other Maintenance. Except as set forth in Subsection 1 immediately above and Section 4.2(B) above, Maintenance of the Master Drainage System shall be performed by the Golf Course Property Owner.

(C) Maintenance Costs. The costs to Maintain the Master Drainage System shall be paid as follows:

(1) Maintenance Necessitated by Wrongdoing or Construction and/or Maintenance Activities. Where a Person's Wrongdoing or its construction or Maintenance actions or activities cause the need for the Maintenance, then that Person shall be solely responsible for the costs of such Maintenance. Otherwise, the costs of Maintenance shall be borne as set forth below.

(2) Lake Banks. Each property owner shall pay the costs of mowing and otherwise Maintaining its own Lake Bank.

(3) Aquatic Control. The Golf Course Property Owner shall pay the costs for aquatic control, regardless of where the lakes are located.

(4) Consumptive Use Permit Compliance. Except as set forth in Section 4.2(B) hereof or subsections (1) and (2) above, the Golf Course Property Owner shall pay the costs of compliance with the Consumptive Use Permit.

(5) Other Maintenance. All other Maintenance costs of the Master Drainage System shall be paid fifty (50%) percent by the Association and fifty percent (50%) by the Golf Course Owner.

## **ARTICLE V WETLANDS**

5.1 Ownership. Wetlands are owned by the Person owning the land on which the Wetlands are located.

5.2 Permit Compliance. All existing and future property owners, by their acceptance of the deed to their property, agree and acknowledge that all Wetlands on their property are subject to and governed by this Declaration, Agreement and Amendment, the Drainage Permits and the Consumptive Use Permit, as the same may be hereafter amended or modified from time to time. Each existing and future property owner agrees to abide by and comply with the terms hereof, the terms of the Drainage Permits, the terms of the Consumptive Use Permit and the terms of all laws, rules, regulations and codes relating to or governing Wetlands insofar as they regulate or relate to any property owned by it; except that terms, requirements and conditions of the Consumptive Use Permit and the responsibility for compliance thereof shall be the sole responsibility and cost of the Golf Course Property Owner (except for costs to comply necessitated by either (i) the development of the Future Residential Land, in which case those costs shall be borne by the Future Residential Land Owner, or (ii) a Person's Wrongdoing, in which case those costs shall be borne by the Wrongdoer).

## **ARTICLE VI LANDSCAPING AND SPRINKLER SYSTEM**

6.1 Ownership. Landscaped Areas are owned by the Person owning the land on which the Landscaped Areas are located.

6.2 Maintenance.

(A) Maintenance Standards. All Landscaped Areas shall be Maintained to an equal or better standard of quality and care than the standard of quality and care being Maintained at the Cimarrone Project by Cordele as of the date hereof. In the event there is uncertainty or ambiguity regarding the standard of quality and care being Maintained at the Cimarrone Project by Cordele as of the date hereof, then the standard of quality and care of other Class B Golf Courses in St. Johns and Duval Counties as of the date of the determination shall be the minimum standard of quality and care for the Maintenance of Landscaped Areas.

(B) Persons Responsible for Maintenance.

(1) General. Except as expressly provided otherwise in Subsection 2 below, each property owner shall Maintain all Landscaped Areas located on its property.

(2) Responsibility for Maintenance of the Common Landscaped Areas.

(a) Subject to the Association's right to award the Maintenance contract to a third party as set forth below, the Golf Course Property Owner shall be responsible to Maintain the Common Landscaped Areas. The Golf Course Property Owner shall maintain the Common Landscaped Areas at its actual cost incurred, including a fair reimbursement for its overhead expenses but excluding all profit.

(b) Prior to commencing any maintenance of the Common Landscaped Areas, the Golf Course Property Owner shall notify the Association in writing (the "Cost Notice") identifying each party's anticipated costs for the Common Landscaped Areas maintenance for the next calendar year (provided, however, the first Cost Notice may apply to the period through December 31, 1999). The Association shall have fifteen (15) days from its receipt of the Cost Notice to notify the Golf Course Property Owner in writing (the "Association Notice") whether the Golf Course Property Owner should proceed with the Maintenance of the Common Landscaped Areas (in which case the Golf Course Property Owner shall be responsible to Maintain the Common Landscaped Areas) or whether the Association will award the Maintenance contract for the Common Landscaped Areas to another party (in which case the Association shall be responsible to Maintain the Common Landscaped Areas). If the Association fails to timely send the Association Notice, then it shall be conclusively deemed that the Association has elected for the Golf Course Property Owner to Maintain the Common Landscaped Areas. Such procedure shall apply for each landscaping period (meaning each calendar year [except for the balance of 1999]).

(3) Landscaping Areas Map. To clarify, the Landscaping Areas Map attached hereto as Exhibit B is denoted and marked to show the areas of Maintenance responsibility and costs as specified in Sections 6.2(B)(2) above and also the areas of shared Maintenance costs as specified in Section 6.2(B)(2) above.

(C) Maintenance Costs.

(1) Maintenance Necessitated by Wrongdoing or Construction and/or Maintenance Activities. Where a Person's Wrongdoing or its construction or Maintenance actions or activities causes the need for the Maintenance, then that Person shall be solely responsible for the costs of such Maintenance. Otherwise, the costs of Maintenance shall be as set forth below.

(2) Maintenance Costs for Common Landscaped Areas. Maintenance costs of the Common Landscaped Areas shall be borne fifty (50%) percent by the Association and fifty (50%) by the Golf Course Owner; provided, however, the maximum amount to be paid by the Golf Course Owner pursuant to this subsection (2) is the "Cap Amount" (as hereinafter defined) and any sums required to be paid in excess of the Cap Amount are to be paid for by the Association. Notwithstanding the foregoing to the contrary, the cost chargeable to the party not responsible to perform the Maintenance (meaning the Association in the case where the Golf Course Property Owner is responsible to perform the Maintenance or the Golf Course Property Owner in the case where the Association is responsible to perform the Maintenance) shall not exceed one hundred ten percent (110%) of that party's anticipated cost as stated in the Cost Notice, and in such event, the Golf Course Property Owner could be responsible to pay an amount in excess of the Cap Amount. As used herein the term "Cap Amount" should mean \$5,000 for the remainder of Calendar Year 1999, \$10,000 for Calendar Year 2000 and 103% of the prior year's amount for each calendar year thereafter.

(3) Other Costs to be Paid by Property Owner. Except as specified in Subsection 1 and 2 above, each property owner shall pay for the Maintenance of the Landscaped Areas located on its property.

6.3 Sprinkler System. The well providing water for the sprinkler system is located on the Golf Course Property. Sprinkler lines and heads are scattered throughout the Golf Course Property and the common areas owned by the Association. The sprinkler system is intended to provide irrigation for the Golf Course and the Landscaped Areas located in Association owned common areas. Accordingly, the Association, the Future Residential Land Owner and the Golf Course Property Owner hereby grant to each other a non-exclusive easement over each Person's property to use the sprinkler system, including the well and irrigation lines, to irrigate their respective property. Where a Person's Wrongdoing, construction or Maintenance actions or activities cause the need for the Maintenance, then that Person shall promptly perform such Maintenance at such Person's sole cost and expense. Otherwise, each Person shall be solely responsible to Maintain, and pay the cost thereof, of the portions of the sprinkler system located on its respective property.

6.4 Security Gate. The Security Gate in the middle of Cimarrone Boulevard is owned by the Association which shall be solely responsible to Maintain it at the Association's sole cost and expense. Whatever security the Association, in its sole determination, elects to provide for its members, including the Security Gate, is intended for the sole benefit of the Association and its members. The Association has no responsibility to provide any security for either the Golf Course Property, the Golf Course Property Owner, the Future Residential Land or the Future Residential Land Owner. The Association agrees that it shall not operate, or allow the Security Gate to be operated, in

a fashion that will interfere with reasonable access to the Golf Course Property by the Golf Course Property Owner or its employees, personnel, invitees, licensees, guests or agents provided, however, Golf Course Property Owner acknowledges that passing through the gate may be subject to a reasonable and limited system of control to ensure that persons passing through the gate are, in fact, employees, personnel, invitees, licensees, guests, patrons or agents of Golf Course Owner or the golf club. In the event the Association is advised that its policies or procedures are unreasonably interfering with reasonable access to the Golf Course Property, the Association will immediately and permanently cease unreasonably interfering with reasonable access to the Golf Course Property. The Association acknowledges and agrees that the Golf Course Owner will be irreparably harmed if the Association fails to comply with the terms of this provision and the Golf Course Owner may seek enforcement of this provision by injunction or other equitable remedy.

**ARTICLE VII**  
**DECLARATION OF COVENANTS AND USE RESTRICTIONS**  
**FOR GOLF COURSE PROPERTY**

7.1 Declaration. Cordele hereby restricts the use of the Golf Course Property and declares that the Golf Course Property, and all portions thereof, shall be held, occupied, sold and transferred subject to the following use restrictions and covenants as specified in this Article VII.

7.2 Use as a Golf Course. From the date hereof until midnight December 31, 2039, the Golf Course Property shall be used only as a golf course with appurtenant or ancillary facilities commonly associated with golf courses such as restaurants, clubhouses, golf proshops, driving ranges, putting greens, maintenance facilities and cart barns.

7.3 Architectural Approval of Improvements.

(A) ARC Approval. In order to preserve and enhance the aesthetic appeal of the Cimarrone Project, to assure harmony of external design and to protect and conserve property values, the exterior color and materials and location of all Golf Course Structures, except the exempted Structures as specified in Section 7.3(D) below, are subject to the prior written approval of the ARC. The ARC is hereby granted full authority to regulate the exterior appearance (colors and materials) and locations of all Golf Course Structures (except the exempted Structures described in Section 7.3(D)), including the power to prohibit, refuse and deny plans on any grounds, including purely aesthetic grounds, and to require removal of improvements constructed without ARC approval; provided, however, any approvals with respect to Golf Course Structures designed in a manner consistent with improvements then existing at other Class B Golf Courses in Duval and St. Johns Counties will not be unreasonably withheld or delayed.

(B) Applications. Prior to commencing any Golf Course Structure except an exempted one (as described in Section 7.3(D)), the Golf Course Property Owner shall submit an application to the ARC seeking its approval. Such application must be accompanied by detailed plans and specifications showing the site plan, and the, exterior color, elevations, materials and locations of all proposed improvements. The ARC may request additional information and material as it deems necessary. If the ARC does not approve or disapprove an application within thirty (30) days after its receipt of the completed application (including all additional information and material requested by it) then the ARC's approval shall be deemed given for the improvements, but only those consistent with the application submitted to the ARC. In all other events, the ARC's approval must be in writing.

(C) Exculpation. In connection with all reviews, acceptances, inspections, operations, consents or approvals by or from the ARC, neither the ARC, the Association nor Cordele, nor any of the officers or directors of any of them, shall be liable to any Person on account of any claim, liability, damage or expense suffered by reason of, arising out of or in any way related to the ARC's review, inspection, consent or approval, whether given, granted or withheld, provided, however, the ARC will be responsible for a failure to comply with the terms hereof.

(D) Exempted Structures. Notwithstanding anything to the contrary above, the ARC hereby agrees (i) that the presently existing Golf Course Structures and their locations at the Golf Course Property are satisfactory to it and (ii) that the colors, materials, elevations and locations (as to (x) below only) of future Golf Course Structures which are generally consistent with either (x) the existing Golf Course Structures or (y) the residences in the vicinity of the applicable Golf Course Structure are exempt from the requirements for ARC approval as specified above.

7.4 Golf Course Maintenance Standards. The Golf Course Property Owner, at its sole expense, shall Maintain the Golf Course Property in the same or a better condition and standard of care as other Class B Golf Courses in Duval and St. Johns Counties.

7.5 Name. From the effective date hereto until December 31, 2004, the Golf Course Property Owner agrees to use the name "Cimarrone" as part of the name of the Golf Course. In the event the Golf Course Property Owners changes the name of the Golf Course and if such name change results in a change to the Project Identification Signage, then the Golf Course Property Owner shall be solely responsible for the costs incurred to change the Project Identification Signage.

7.6 Reserved Usage Rights. The Golf Course Property Owner agrees that the Golf Course Property use shall be subject to the following rights of usage:

(A) Vesting of Current Members. Existing Golf Club members in good standing shall be considered as vested members in the Golf Club, and LinksCorp, upon its acquisition of the Golf Course Property, agrees not to charge such existing

members in good standing any additional initiation fees to join or belong to the Golf Club. Nothing contained herein is intended to modify or impair the right of the Golf Course Property Owner, at any time and without the necessity of any advance notice, to modify, amend or terminate any membership programs at the golf course located on the Golf Course Property, in the Golf Course Owner's sole and absolute discretion; provided always that such modifications, amendments or terminations do not discriminate against the persons being granted reserved usage rights under this Section 7.6(A) when compared to other members of the Golf Club with similar memberships.

(B) Free Memberships. LinksCorp agrees to provide James C. LaBar, Patrick T. Murphy, Michael A. Murphy and a fourth (4<sup>th</sup>) person to be designated by James C. LaBar on or before June 30, 2000 with memberships in the Golf Club which are exempt from initiation fees, dues, greens fees, cart fees and trail fees. Such four (4) individuals and other golfers playing in the same foursome with such individuals or other golfers staying as house guests in the residences of such individuals shall be entitled to play the Golf Course and use the Golf Club without having to pay any initiation fees, dues, green fees, cart fees or trail fees; provided however, that such four (4) individuals and the other golfers in their foursomes and their house guests are responsible for their food, beverage and merchandise purchases and are otherwise subject to all of the rules and regulations of the golf course located on the Golf Course Property. Such free memberships are not transferable and shall terminate as follows: (i) as to James C. LaBar, upon the death of Mr. LaBar; (ii) as to Patrick T. Murphy and Michael A. Murphy, upon the later to occur of: (X) the sale by LinksCorp of the Golf Course Property to a unaffiliated purchaser in an arms length transaction; or (Y) five years from the date of the recording of this Declaration, Agreement and Amendment; and (iii) as to the fourth (4<sup>th</sup>) person to be designated by James C. LaBar on or before June 30, 2000 upon the sale by LinksCorp of the Golf Course Property to a unaffiliated purchaser in an arms length transaction. Nothing herein is intended to modify or impair the right of the Golf Course Property Owner, at any time and without the necessity of any advance notice, to modify, amend or terminate any membership programs at the golf course located on the Golf Course Property, in the Golf Course Owner's sole and absolute discretion; provided always that such modifications, amendments or terminations do not discriminate against the persons being granted reserved usage rights under this Section 7.6(B) when compared to other members of the Golf Club.

(C) Membership Discounts for Future Lot Purchases. Purchasers of Lots in Wildfire Pines and Arrowhead Point will be entitled to Golf Club golf memberships without the necessity of paying initiation fees. Purchasers of Lots in the Future Residential Land will be entitled to Golf Club golf memberships at an initiation fee equal to seventy percent (70%) of the initiation fee then being charged by the Golf Course Property Owner. Purchasers of Lots in Indian Creek will be entitled to a Golf Club social memberships, but not golf memberships, without the necessity of paying



any initiation fee. Nothing herein is intended to modify or impair the right of the Golf Course Property Owner, at any time and without the necessity of any advance notice, to modify, amend or terminate any membership programs at the golf course located on the Golf Course Property, in the Golf Course Owner's sole and absolute discretion; provided always that such modifications, amendments or terminations do not discriminate against the persons being granted reserved usage rights under this Section 7.6(C) when compared to other members of the Golf Club.

(D) Real Estate Marketing Rounds. The Golf Course Property Owner will provide forty (40) "cart fee" only golf rounds monthly for use by the Future Residential Land Owner to assist in the marketing of lots at Cimarrone Project. Eight (8) of such monthly rounds may be used on weekends or holidays after 11:00AM, but the remaining thirty-two (32) of such rounds can be used only on non holiday weekdays. These Marketing Rounds will terminate once ninety percent (90%) of the residential density allowed for Cimarrone Project pursuant to the Cimarrone PUD as is then in effect has been sold. These 40 "cart fee" only rounds shall be subject to all of the rules and regulations of the golf club.

(E) Electrical Charges for Carts. Cordele owns and anticipates continuing to own not more than four (4) golf carts which it uses in connection with its marketing of residential Lots. The Golf Course Property Owner agrees to allow Cordele to electrically charge its golf carts at the cart barn located at the Golf Course Property at no cost or expense to Cordele; provided, however, any electric charging must take place at a time so as to not unreasonably interfere with the use or operation of the golf course located on the Golf Course Property.

## ARTICLE VIII SIGNAGE

8.1 Project Identification Sign. For the mutual benefit of the Association, the Golf Course Property Owner and the Future Residential Land Owner, there shall be four (4) Cimarrone Project Identification Signs which shall be located and Maintained at the Project Identification Sign Easement Areas described in Exhibit "E" attached hereto. Each of the Association, the Golf Course Property Owner and the Future Residential Land Owner are hereby given a non-exclusive easement over the Project Identification Sign Easement Areas to Maintain and place Project Identification Signage for Cimarrone Project. It is the responsibility of the Golf Course Property Owner to Maintain the Project Identification Signs. Maintenance costs shall be borne fifty (50%) percent by the Association and fifty (50%) percent by the Golf Course Owner.

## ARTICLE IX PUD REQUIREMENTS

9.1 General Compliance. Except as expressly set forth herein or in the Cimarrone Declaration, all existing and future property owners, by their acceptance of the deed of their property, acknowledge and agree to comply with the requirements of the PUD, insofar as such requirements regulate or relate to any of their property, as the same may be hereafter amended or modified from time to time. No Person shall take any action or omit to take any action which could reasonably be expected to impair the validity of the PUD.

9.2 Traffic Signal. In the event the County requires a traffic signal at the entrance to the Cimarrone Project pursuant to the requirements of the PUD, then the installation and Maintenance costs of such traffic signal shall be paid one-hundred percent (100%) by the Association.

9.3 Open Space. The Future Residential Land Owner shall be solely responsible to dedicate to the Association 5.49 acres of the Future Residential Land to be used for recreational purposes as specified in Paragraph 16, Open Space of the PUD commitments revised 7-16-87 which are attached to Ordinance 87-48 as amended in Ordinance 95-60.

## ARTICLE X MISCELLANEOUS

### 10.1 Amendment to Cimarrone Declaration.

(A) Conflicts. In the event of a conflict between the terms of this Declaration, Agreement and Amendment and the Cimarrone Declaration, then the terms and provisions of this Declaration, Agreement and Amendment shall supercede, control and prevail. This Declaration, Agreement and Amendment constitutes an amendment of the Cimarrone Declaration to the extent of any conflicts or inconsistencies between the two (2) documents and also to the extent of the additional provisions hereof insofar as they relate to the Association or any property which is now subject to or may hereafter be subjected to the Cimarrone Declaration.

(B) Incorporation of Easements. The Golf Course Property is hereby recognized as the beneficiary as the Golf Easement specified in Section 2.6 of the Cimarrone Declaration.

(C) Clarification of Definitions in Cimarrone Declaration. The term "Club Property" as used in the Cimarrone Declaration means the Golf Course Property and all personal property, equipment, improvements and related recreational facilities now existing or hereafter constructed thereon. The term "Club Documents"

as used in the Cimarrone Declaration means the Club membership documents, rules and regulations, as the same may hereafter be modified, amended or terminated by the Golf Course Property Owner, in its sole and absolute discretion. It is specifically acknowledged that the Association Articles of Incorporation and Bylaws are not "Club Documents".

10.2 Association Joinder. The Association hereby joins and consents in this Declaration, Agreement and Amendment to show its agreement with all of the terms and provisions hereof including, without limitation, those relating to Maintenance and easements.

10.3 Successor Declarant. If Cordele conveys the Future Residential Land to a successor Developer, then such successor Developer shall automatically become the "Developer" under the Cimarrone Declaration with all of the Developer's rights and duties. Cordele shall execute, deliver and cause to be recorded in the County Public Records an assignment of all "Developer" rights, title and interest under the Cimarrone Declaration to the deed grantee and, by its acceptance of such deed, the deed grantee shall automatically assume all of the obligations, duties and liabilities of the "Developer" under the Cimarrone Declaration arising from and subsequent to the date of the deed.

10.4 Exempt Lots. For so long as they are owned by the following persons, the following Lots shall be exempt from all Association dues and assessments imposed under the Cimarrone Declaration; provided, however, such exemptions shall automatically terminate upon conveyance of the Lot by the following persons:

LOT(s)	EXEMPT PERSON(S)
56, 57, 94 and 95 - Wildfire Pines	James C. LaBar (either individually or with Katherine W. LaBar, his wife)
58 - Wildfire Pines	Leonard Cerrullo
41 - Wildfire Pines 1 - Arrowhead Point	Patrick T. Murphy, (either individually or with Deborah J. Murphy, his wife)
61 - Wildfire Pines 11 - Arrowhead Point	Michael A. Murphy, (either individually or with Michelle E. Murphy, his wife)

#### 10.5 Successors.

(A) Transfer. Each Person's obligations, responsibilities, rights and duties hereunder is appurtenant to its ownership of its property and terminates, as to claims and liabilities arising following the transfer, upon transfer of its property to its successor owner. This release is conditioned upon the transferee agreeing, in writing, to be bound by the terms of this Declaration, Agreement and Amendment

for all periods from and after the transferee's acquisition of title to the applicable property.

(B) Subdivisions. If any property is subdivided among several owners, then that property's share of Maintenance costs shall be prorated among the several owners of that property based upon the relative size of each property owner's parcel.

(C) Association. Notwithstanding anything to the contrary contained herein, the Association is specifically recognized and empowered with the duty and authority to act on the behalf of all of its members and the Future Residential Land Owner with respect to any and all matters relating to this Declaration, Agreement and Amendment including, without limitation, amendments hereto or the enforcement hereof. It is specifically recognized and agreed that none of (i) the Association members, (ii) owners of Lots which are subjected to the Cimarrone Declaration or (iii) the Future Residential Land Owner shall be required or entitled to join in or consent to any amendments hereto, the enforcement hereof or any other actions relating hereto. Nothing herein shall prohibit the Association from entering agreements between it and the Future Residential Land Owner as they deem appropriate to regulate and govern the Association's actions with respect to this Declaration, Agreement and Amendment insofar as the Future Residential Land is concerned, including reimbursement agreements relating to costs incurred by the Association hereunder.

10.6 Golf Easement of Future Residential Land. Cordele hereby subjects the Future Residential Land to an easement for the purpose of doing any and every after thing necessary and proper in connection with the playing of golf on the Golf Course Property, including, without limitations, the recovery of golf balls from the Future Residential Land and noise levels associated with maintaining the Golf Course Property, together with all normal and usual activities associated with playing golf and operating a golf course club. The Golf Course Property Owner shall have no liability in connection with any damage to the Future Residential Land which may result from or arise in connection with the use of the Golf Easement hereby granted, except in the case of its gross negligence or intentional misconduct. Nothing herein shall release any of the Golf Course Property Owner's guests, licensees, invitees, contractors, employees or agents, each of whom shall remain liable for its actions in accordance with Florida Law.

10.7 Covenants Running With Land. All grants, easements, obligations, benefits and burdens hereunder shall be covenants appurtenant to and running with title to the property and shall apply to, be binding upon and inure to the benefit of all present and future owners and their respective successors and assigns.

10.8 Prevailing Party. In connection with any litigation arising hereunder, the prevailing party shall be entitled to recover from the non-prevailing party all costs incurred in connection therewith, including without limitation, all attorneys' fees, paralegal fees and

court costs, reasonably incurred, whether at bankruptcy, administrative, trial and/or appellate levels or proceedings.

10.9 Duration. The easements created herein are perpetual.

10.10 Appurtenant Easement Rights and Duties.

(A) Construction Easements. The Maintenance rights, duties and obligations imposed hereunder include an ingress and egress easement and a construction easement across all portions of Cimarrone Project as reasonably necessary for access to the facility, improvement or thing to be Maintained.

(B) Appurtenant Easements. All easements created hereby include ingress, egress easements across adjoining property for access to the easement area in order to maintain, use, operate or enjoy the easement as herein intended. Additionally, all easements herein include the power of authority to install, construct and Maintain all improvements, structures and facilities as reasonably necessary or appropriate for the full use and enjoyment of the easement created hereby.

(C) Limitations of Easements. All easements created hereby shall be limited and governed as follows:

(i) Standards. All parties agree that in the use, operation, Maintenance and enjoyment of the easements created hereunder, or under the Cimarrone Declaration and with respect to all duties, responsibilities, powers and entitlements created hereby or in the Cimarrone Declaration, (v) that each of their actions shall be prudent and reasonable, (w) that all of their construction, Maintenance, restoration and replacement work shall be conducted only in a good workmanlike and lien free fashion, (x) that all of their actions shall be in compliance with all applicable permits, laws, rules, regulations and codes, (y) that the grantee of the easement shall be solely responsible for all costs and expenses relating to the creation of the easement and the installation, repair and maintenance of the facilities located in the easement, except as specifically set forth otherwise herein and (z) that each Person shall refrain from any actions or omissions which result in the imposition of a mechanic's claim of lien on the property of another and, in the event of the imposition of such a claim of lien, then the Person whose actions or omissions caused the claim of lien shall immediately take all steps necessary to remove such claim of lien from the other's property.

(ii) Restraint on Unreasonable Interruption and Entry. The operation, use and enjoyment of the easements created hereby shall be operated, used and enjoyed only in such a manner so as to not unreasonably

interfere with the use, operation, repair or maintenance of another Person's property or the rights of the Person owning the property over which the easement is located and with the intent of minimizing any interruption to such property owner's use and enjoyment of its property. Entry to another's property shall be preceded by prior written notice and scheduling in all cases except emergencies. Furthermore, in no event shall any easements be located underneath any tee boxes or greens located on the Golf Course Property. Except as specifically authorized herein or in the Cimarrone Declaration, no Person has a right of entry in to or upon the property of another.

(iii) Charges. No Person shall have the right to charge a fee for granting any easements required to be granted hereunder; provided, however, such Person shall have the right to be reimbursed for its actual, reasonable third-party costs and expenses in reviewing and approving (or rejecting, if applicable) any easement request, including, without limitation, charges for engineers, surveyors and attorneys.

(D) Restoration. Whenever a Person's use of its easements hereunder destroy's or damages another's property, then the Person using the easement shall immediately restore and replace the damage or destruction it has caused, at that Person's sole expense.

(E) Easement Beneficiaries. The rights and benefits of the easements created hereby shall extend to the agents, employees, licences, guests and invitees of the Person benefitting from the easement.

(F) Right to Relocate. As owner of property subject to an easement granted hereby shall have the right, at any time, and from time to time, to relocate the facilities and easement area upon the conditions that: (i) such right of relocation shall be exercisable only after thirty (30) days' prior written notice shall be given to the Person benefitted by the easement; (ii) such relocation shall not unreasonably interrupt or interfere with the use or enjoyment of the affected easement, (iii) all costs and expenses of such relocation shall be borne by the owner of the burdened property, (iv) any relocation shall be in compliance with all applicable laws, rules and regulations; and (v) the owner of the burdened property shall grant, or dedicate, as the case may be, a new easement with respect to the relocated areas and the prior easement shall be terminated by the beneficiary of the new easement.

**10.11 Reimbursement.** Wherever a Person is obligated to reimburse another Person under the terms of this Declaration, Agreement and Amendment, then the following provisions shall govern:

(A) Billing. The Person entitled to reimbursement may bill for reimbursement at any time after it has incurred expense, whether before, during or after the Maintenance for which it is entitled to be reimbursed has been completed.

(B) Substantiating Evidence. With its bill, the party seeking reimbursement shall submit reasonably substantiating evidence as to its costs incurred for which it is seeking reimbursement.

(C) Payment Due Date. Reimbursement is due within ten (10) days of billing. Sums not timely reimbursed shall bear interest at the lesser of: (a) the maximum amount permitted by applicable law; or (b) eighteen (18%) percent per annum.

#### 10.12 Legal Effect of Cimarrone Declaration.

(A) Subjection of Cimarrone Boulevard Extension to Cimarrone Declaration. At present, the Cimarrone Declaration only applies to Wildfire Pines, Arrowhead Point, Indian Creek and Comanche Trail. Cordele hereby extends the lien, operation and effect of the Cimarrone Declaration to Cimarrone Boulevard Extension with the effect that hereafter Cimarrone Boulevard Extension shall be held, transferred, sold, conveyed, mortgaged and occupied subject to the terms, provisions, covenants, restrictions, conditions, easements, charges, liens and all other matters set forth in the Cimarrone Declaration.

(B) Golf Course Property Exempted from Cimarrone Declaration. The Cimarrone Declaration does not burden or encumber, and is not intended to ever burden to or encumber, the Golf Course Property. Accordingly, the Golf Course Property, and all portions thereof, are hereby deleted from and stricken from the definition of Additional Lands as set forth in the Cimarrone Declaration. Certain of the easements created by the Cimarrone Declaration are intended to benefit the Golf Course Property and Future Residential Land, and nothing herein shall be construed to diminish or invalidate such easements.

10.13 Duration. This Declaration, Agreement and Amendment shall run with and bind the Cimarrone Project and shall be binding on all Persons having any right, title or interest therein, their respective heirs, successors, representatives and assigns and shall inure to the benefit of and be enforceable by the Association, the Golf Course Property Owner, the Future Residential Land Owner and all other owners of property in the Cimarrone Project, their respective heirs, successors, representatives and assigns, until December 31, 2039, whereupon these provisions shall be extended automatically for successive renewal periods of ten (10) years each, unless both the Association and the Golf Course Property Owner elect not to reimpose them as evidenced by an instrument executed by both of such Persons and recorded during the six (6) months immediately preceding the beginning of any renewable term.

#### 10.14 Enforcement.

(A) Right to Act. In the event of any default or alleged default hereunder, the Person claiming or alleging such default shall give written notice to the defaulting Person in accordance with Section 10.17 hereof specifying such default or alleged default. No default right or remedy shall be taken as a result of such default or alleged default if the event or circumstance constituting such default or alleged default is cured or disproved without substantial harm to the non-defaulting Person within thirty (30) days after such notice is given, or if such default is not capable of being cured within a 30 day period, corrective action has been instituted and is diligently pursued provided such delay will not result in substantial harm to the non-defaulting Person and in no event exceed sixty (60) days. If the applicable default is not cured as described above, then the Association, the Golf Course Property Owner and/or the Future Residential Land Owner, as applicable, shall each have the right, but not the obligation to enter upon the property of the defaulting Person to correct any violation of this Declaration, Agreement and Amendment or to take such other action at the expense of the defaulting Person, as is reasonably necessary to enforce the terms and provisions hereof or to correct or abate a violation. Any such entry, correction or abatement or other action shall not be deemed a trespass and shall not make the Person taking such action responsible or liable in any way for damages relating thereto or on account thereof, except to the extent caused by the gross negligence or intentional misconduct of the curing Person. The defaulting Person shall pay the curing Person on demand the curing Person's actual incurred costs, plus twenty (20%) thereof as an administrative fee. In the event such charge is not paid on demand, it shall bear interest at the maximum rate allowed under Florida law.

(B) Remedies. Following the expiration of the cure periods described in (A) above, the Association, the Golf Course Property Owner and the Future Residential Land Owner may, at their option, bring an action at law or equity against any defaulting Person seeking either specific performance, recovery of damages or any remedy afforded under law or equity. Additionally, upon giving a violating Person twenty (20) days prior notice (following the expiration of the cure periods described in (A) above, the non-violating Person may file a claim of lien in the amount of the sums owed it against the property owned by the violating party and may thereafter file and foreclose on such lien; provided always that such claim and lien is subject to existing and future first mortgages held by institutional lenders. For purposes of this subsection (B), Textron Financial Corporation shall be deemed an "institutional lender".

10.15 Reasonableness, Estoppel's. Wherever a Person's consent or action is required hereunder, then that Person shall be required to act reasonably and promptly. Additionally, at the request of any Person, the other Person's subject to the terms hereof shall provide a reasonably requested written statement indicating the current status of all



matters and charges contemplate or governed hereby. Such written statement shall not be required to be delivered more often than twice per calendar year.

10.16 Miscellaneous. This Declaration, Agreement and Amendment shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Declaration, Agreement and Amendment shall lie in the County. The headings and captions used in this Declaration, Agreement and Amendment are for convenience only and shall not be deemed to limit, amplify or modify the terms hereof. At any time reasonably requested, each party or person benefitting or burdened hereby shall execute, deliver and acknowledge or, cause to be executed, delivered and acknowledged, such further documents or do such other acts and things as may be reasonably requested in order to fully implement the purposes of this Declaration, Agreement and Amendment. Nothing herein shall create any rights in the general public.

10.17 Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given and effective when delivered by telegram, telex or telecopies, or by Express Mail, Federal Express, Purolator or like service, or on the third mail delivery day after it is deposited in the United States mail, postage prepaid by certified or registered mail, return receipt requested, addressed to the parties as follows:

If to Golf Course Property Owner:

c/o LINKSCORP, LLC  
245 Waukegan Road  
Suite 204  
Northfield, IL 60093  
Attention: John Fahlberg  
FAX: (847) 441-0602  
Phone (847) 441-1010

with a copy to:

Katten Muchin & Zavis  
525 West Monroe Street  
Suite 1600  
Chicago, IL 60661  
Attention: Andrew D. Small, Esq.  
FAX: (312) 902-1061  
Phone (312) 902-5489

If to Cordele  
or Association

c/o CORDELE Properties  
2690 Cimarrone Blvd.  
Jacksonville, FL 32259  
Attention: Patrick T. Murphy  
FAX: (904) 287-1419  
Phone: (904) 287-4000

with a copy to:

Richard G. Hathaway, P.A.  
Building 100, Suite 250  
10151 Deerwood Park Boulevard  
Jacksonville, Florida 32256  
FAX: (904) 996-1130  
Phone: (904) 996-1122

or at such other address as either party hereto may designate by giving written notice in the aforesaid manner.

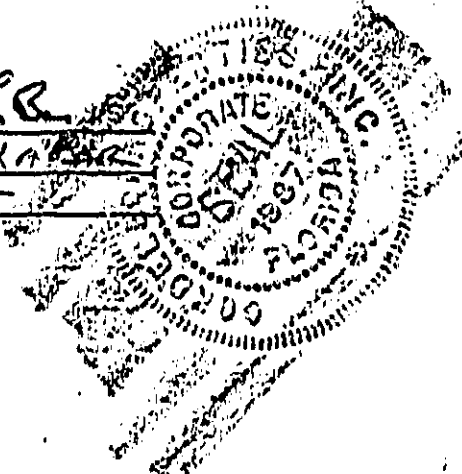
**10.18 Indemnity.** The Golf Course Property Owner, the Future Residential Land Owner and the Association (each, an "Indemnitor") hereby agree to indemnify, defend and hold the other Persons, and such other Person's officers, directors, shareholders, agents, contractors, affiliates and employees (as applicable the "Indemnity Group") harmless from and against any and all loss, cost, damage, expense, liability, claim, action or cause of action (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (i) the Indemnitor's relocation of any easement in favor of any other Person; or (ii) any default, breach, violation or non-performance by the Indemnitor or its officers, directors, shareholders agents, contractors, affiliates and employees of this Declaration, Agreement and Amendment.

**10.19 Amendment.** This Declaration, Agreement and Amendment may not be amended except by an instrument in writing duly executed by both the Golf Course Property Owner and the Association and recorded by the party to be bound thereby.

IN WITNESS WHEREOF, Cordele has executed this Declaration, Agreement and Amendment effective the date stated above.


CORDELE PROPERTIES, INC., a  
Florida corporation

*Richard M. Hathaway*  
Print Name: RICHARD G. HATHAWAY  
*Jeffrey R. Hoffman*  
Print Name: JEFFREY R. HOFFMAN

*James C. LaBar*  
Name: JAMES C. LABAR  
Its: President  


STATE OF Florida  
COUNTY OF S. F. JOHNS

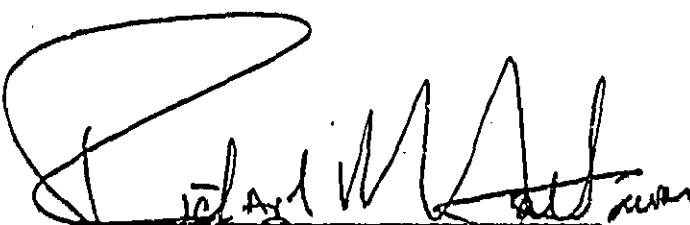
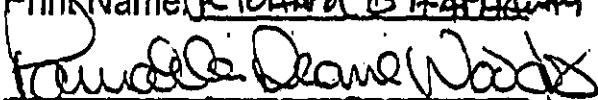
The foregoing instrument was acknowledged before me this 29th day of June, 1999 by JAMES C. LABAR, the \_\_\_\_\_ President of Cordele Properties, Inc, a Florida corporation, on behalf of the corporation. He/She is personally known to me \_\_\_\_\_ and has produced \_\_\_\_\_ as identification.

*Richard M. Hathaway*  
Notary Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No: \_\_\_\_\_  
My commission expires December 8, 2000  
  
(NO SEAL) MY COMMISSION # CC806405 EXPIRES  
December 8, 2000  
BORN 1950 / TRU TROY FARM INSURANCE, INC.

# CONSENT AND JOINDER

THE UNDERSIGNED hereby consents and joins in the foregoing Declaration, Agreement and Amendment for the purpose of consenting to and agreeing to all of the terms and provisions thereof including, without limitation, the terms and provisions relating to Maintenance and easements.

CIMARRONE PROPERTY OWNERS  
ASSOCIATION, INC., a Florida not-for-profit association

  
Print Name: Richard G. Hathaway  
  
Print Name: Pamela Deane Woods

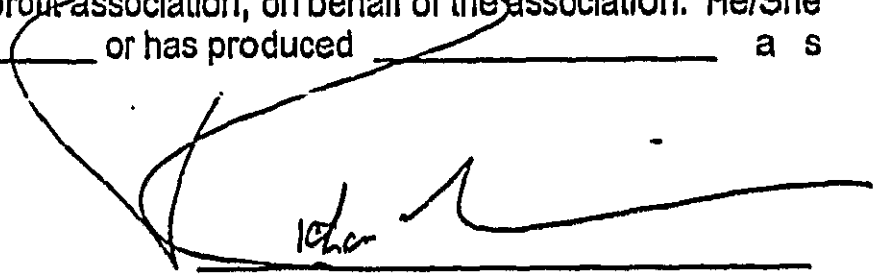
  
Name: RAMONA E. Hoskins  
Its: Vice President

STATE OF Florida  
COUNTY OF St. Johns



Richard G. Hathaway  
MY COMMISSION # CC608406 EXPIRES  
December 8, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.

The foregoing instrument was acknowledged before me this 21st day of June, 1999 by RAMONA, the Vice President of Cimarrone Property Owners Association, Inc, a Florida not-for-profit association, on behalf of the association. He/She is personally known to me ☒ or has produced \_\_\_\_\_ a s Identification.

  
Notary Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(NOTARY SEAL)



Richard G. Hathaway  
MY COMMISSION # CC608406 EXPIRES  
December 8, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.

0R1422Pg 609

WITH A PART OF SECTIONS 18 AND 19, TOWNSHIP 5 SOUTH, RANGE 27 EAST, TOGETHER  
IN ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE  
WEST LINE OF SAID SECTION 24 WITH THE CENTERLINE OF STATE ROAD S-210, A  
100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 47°26'30" EAST,  
ALONG SAID CENTERLINE, A DISTANCE OF 878.18; THENCE NORTH 42°33'30"  
WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE  
CONTINUE NORTH 42°33'30" WEST, A DISTANCE OF 850.00 FEET; THENCE NORTH  
48°28'45" EAST, A DISTANCE OF 401.76 FEET; THENCE NORTH 27°20'48" EAST,  
A DISTANCE OF 245.46 FEET; THENCE NORTH 42°20'49" EAST, A DISTANCE OF  
301.04 FEET; THENCE NORTH 14°32'24" EAST, A DISTANCE OF 290.84 FEET;  
THENCE NORTH 16°09'48" EAST, A DISTANCE OF 400.00 FEET; THENCE NORTH  
22°55'46" EAST, A DISTANCE OF 297.07 FEET; THENCE NORTH 00°45'55" WEST,  
A DISTANCE OF 209.47 FEET; THENCE NORTH 20°49'31" WEST, A DISTANCE OF  
247.13 FEET; THENCE NORTH 05°22'05" EAST, A DISTANCE OF 258.65 FEET;  
THENCE NORTH 14°05'53" WEST, A DISTANCE OF 228.49 FEET; THENCE NORTH  
10°27'11" WEST, A DISTANCE OF 1095.77 FEET; THENCE NORTH 01°45'47" WEST,  
A DISTANCE OF 197.29 FEET; THENCE NORTH 15°49'47" WEST, A DISTANCE OF  
526.24 FEET; THENCE NORTH 30°07'43" WEST, A DISTANCE OF 922.77 FEET;  
THENCE NORTH 51°55'48" WEST, A DISTANCE OF 107.70 FEET; THENCE NORTH  
30°07'43" WEST, A DISTANCE OF 640.00 FEET; THENCE NORTH 09°55'26" WEST,  
A DISTANCE OF 150.00 FEET; THENCE NORTH 34°05'22" EAST, A DISTANCE OF  
550.00 FEET; THENCE NORTH 52°32'41" EAST, A DISTANCE OF 603.91 FEET;  
THENCE NORTH 42°55'46" EAST, A DISTANCE OF 250.05 FEET; THENCE NORTH  
60°02'11" EAST, A DISTANCE OF 411.95 FEET; THENCE SOUTH 88°10'39" EAST,  
A DISTANCE OF 294.91 FEET; THENCE SOUTH 68°02'01" EAST, A DISTANCE OF  
245.00 FEET; THENCE SOUTH 06°01'06" WEST, A DISTANCE OF 401.86 FEET;  
THENCE SOUTH 20°38'32" EAST, A DISTANCE OF 105.00 FEET; THENCE SOUTH  
50°43'06" EAST, A DISTANCE OF 451.81 FEET; THENCE SOUTH 85°33'35" EAST,  
A DISTANCE OF 480.00 FEET; THENCE SOUTH 55°56'37" EAST, A DISTANCE OF  
265.00 FEET; THENCE NORTH 82°25'22" EAST, A DISTANCE OF 180.62 FEET;  
THENCE NORTH 17°09'32" EAST, A DISTANCE OF 339.73 FEET; THENCE NORTH  
57°50'52" EAST, A DISTANCE OF 413.40 FEET; THENCE SOUTH 46°34'56" EAST,  
A DISTANCE OF 640.18 FEET; THENCE SOUTH 87°01'54" EAST, A DISTANCE OF  
675.91 FEET; THENCE SOUTH 53°36'56" EAST, A DISTANCE OF 236.01 FEET;  
THENCE SOUTH 31°41'27" EAST, A DISTANCE OF 675.76 FEET; THENCE SOUTH  
15°49'09" EAST, A DISTANCE OF 311.81 FEET; THENCE SOUTH 73°14'59" EAST,  
A DISTANCE OF 537.82 FEET; THENCE SOUTH 17°23'13" EAST, A DISTANCE OF

213.07 FEET; THENCE SOUTH 09°59'20" EAST, A DISTANCE OF 3009.34 FEET TO  
SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD S-210; THENCE SOUTH  
73°32'30" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF  
3952.45 FEET TO THE POINT OF POINT OF CURVE OF A CURVATURE OF A CURVE  
CONCAVE TO THE SOUTH HAVING A RADIUS OF 871.48 FEET; THENCE WESTERLY,  
ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE  
OF 396.99 FEET, MAKING A CENTRAL ANGLE OF 26°06'00" AND HAVING A CHORD  
BEARING OF SOUTH 62°29'30" WEST, AND A CHORD DISTANCE OF 393.56 FEET TO  
THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 47°26'30" WEST, ALONG  
SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1659.59 FEET TO THE POINT OF  
BEGINNING. CONTAINING 646.32 ACRES, MORE OR LESS.

EXHIBIT A  
"CIMARRONE PROJECT"



# EXHIBIT C

FUTURE RESIDENTIAL LAND

081422PG 611

## PARCEL "A"

A PORTION OF SECTIONS 13, 14, TOWNSHIP 5 SOUTH, RANGE 27 EAST, TOGETHER WITH A PORTION OF SECTIONS 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SENECA DRIVE (A 60 FOOT PRIVATE RIGHT-OF-WAY) AS SHOWN ON THE PLAT OF CIMARRONE GOLF AND COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23, PAGES 6 THROUGH 14 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SENECA DRIVE AND ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 280.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 30°17'37" WEST 43.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°47'29" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 150.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 280.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 18°00'10" WEST 75.89 FEET; THENCE SOUTH 88°29'24" WEST 152.23 FEET; THENCE NORTH 01°45'47" WEST 97.30 FEET; THENCE NORTH 15°49'47" WEST 453.11 FEET; THENCE SOUTH 46°04'21" EAST 333.53 FEET; THENCE SOUTH 76°28'04" EAST 124.29 FEET; THENCE NORTH 15°01'03" EAST 146.03 FEET; THENCE NORTH 35°37'24" WEST 1155.31 FEET; THENCE NORTH 05°27'15" EAST 220.18 FEET; THENCE NORTH 84°32'45" WEST 136.73 FEET; THENCE SOUTH 39°05'49" WEST 69.22 FEET; THENCE SOUTH 02°12'10" WEST 211.97 FEET; THENCE NORTH 30°17'13" WEST 84.39 FEET; THENCE NORTH 51°51'42" WEST 107.78 FEET; THENCE NORTH 30°02'27" WEST 640.24 FEET; THENCE NORTH 09°46'20" WEST 149.78 FEET; THENCE NORTH 34°10'06" EAST 550.01 FEET; THENCE NORTH 52°36'16" EAST 603.85 FEET; THENCE NORTH 43°00'20" EAST 250.21 FEET; THENCE NORTH 60°06'55" EAST 411.91 FEET; THENCE SOUTH 88°16'51" EAST 295.32 FEET; THENCE SOUTH 67°48'56" EAST 245.01 FEET; THENCE SOUTH 06°07'01" WEST 402.49 FEET; THENCE SOUTH 20°48'00" EAST 104.62 FEET; THENCE SOUTH 50°40'25" EAST 451.65 FEET; THENCE SOUTH 85°33'03" EAST 480.07 FEET; THENCE SOUTH 55°56'15" EAST 264.96 FEET; THENCE NORTH 82°27'11" EAST 180.46 FEET; THENCE NORTH 17°12'27" EAST 339.71 FEET; THENCE NORTH 57°46'47" EAST 413.52 FEET; THENCE SOUTH 46°35'28" EAST 640.24 FEET; THENCE SOUTH 87°06'08" EAST 675.72 FEET; THENCE SOUTH 53°39'14" EAST 236.18 FEET; THENCE SOUTH 31°46'30" EAST 676.31 FEET; THENCE SOUTH 15°37'12" EAST 311.39 FEET; THENCE SOUTH 73°15'22" EAST 538.00 FEET; THENCE SOUTH 17°22'41" EAST 213.08 FEET; THENCE SOUTH 09°59'30" EAST 2487.66 FEET TO THE NORTHERLY LINE OF INDIAN CREEK AT CIMARRONE GOLF AND COUNTRY CLUB, AS RECORDED IN MAP BOOK 32, PAGES 52 THROUGH 59 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE RUN THE FOLLOWING SIXTEEN COURSES AND DISTANCES; COURSE NO. (1) NORTH 69°28'16" WEST 15.84 FEET; COURSE NO. (2) NORTH 82°42'20" WEST 124.25 FEET; COURSE NO. (3) SOUTH 88°24'35" WEST 33.14 FEET; COURSE NO. (4) SOUTH 56°17'57" WEST 26.40 FEET; COURSE NO. (5) SOUTH 76°44'48" WEST 34.48 FEET; COURSE NO. (6) NORTH 85°39'48" WEST 78.01 FEET; COURSE NO. (7) NORTH 51°24'14" WEST 36.62 FEET; COURSE NO. (8) SOUTH 64°47'39" WEST 22.83 FEET; COURSE NO. (9) NORTH 73°04'27" WEST 39.05 FEET; COURSE NO. (10) NORTH 81°25'39" WEST 69.26 FEET; COURSE NO. (11) SOUTH 84°08'23" WEST 79.07 FEET; COURSE NO. (12) NORTH 79°50'58" WEST 65.70 FEET; COURSE NO. (13) NORTH 44°04'40" WEST 627.35 FEET; COURSE NO. (14) NORTH 51°40'27" WEST 130.38 FEET; COURSE NO. (15) NORTH 72°46'37" WEST 596.44 FEET; COURSE NO. (16) SOUTH 77°24'52" WEST 465.87 FEET TO THE EASTERLY LINE OF COMANCHE TRAIL AT CIMARRONE GOLF AND COUNTRY CLUB, AS RECORDED IN MAP BOOK 34, PAGES 50 THROUGH 56 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND EASTERLY ALONG THE SOUTHERLY LINE OF SAID LANDS RUN THE FOLLOWING FIFTY SIX COURSES AND DISTANCES; COURSE NO. (1) NORTH 19°29'05" WEST 0.88 FEET; COURSE NO. (2) NORTH 76°23'49" WEST 46.57 FEET; COURSE NO. (3) NORTH 49°00'39" WEST 27.46 FEET; COURSE NO. (4) SOUTH 08°27'08" WEST 20.52 FEET; COURSE NO. (5) SOUTH 32°35'46" WEST 40.16 FEET; COURSE NO. (6) NORTH 38°31'15" WEST 46.00 FEET; COURSE NO. (7) NORTH 06°28'37" EAST 45.25 FEET;

FUTURE RESIDENTIAL LAND

COURSE NO. (8) NORTH 23°30'17" WEST 42.45 FEET; COURSE NO. (9) NORTH 28°30'45" WEST 34.52 FEET; COURSE NO. (10) NORTH 54°13'59" WEST 33.24 FEET; COURSE NO. (11) NORTH 42°00'53" EAST 24.33 FEET; COURSE NO. (12) NORTH 50°37'07" WEST 42.95 FEET; COURSE NO. (13) NORTH 65°05'11" WEST 29.07 FEET; COURSE NO. (14) NORTH 43°29'27" WEST 23.09 FEET; COURSE NO. (15) NORTH 36°13'49" WEST 25.02 FEET; COURSE NO. (16) SOUTH 06°28'52" WEST 19.80 FEET; COURSE NO. (17) SOUTH 83°57'01" WEST 13.04 FEET; COURSE NO. (18) NORTH 02°59'08" WEST 25.81 FEET; COURSE NO. (19) NORTH 03°13'33" WEST 35.99 FEET; COURSE NO. (20) NORTH 20°21'12" EAST 26.42 FEET; COURSE NO. (21) NORTH 81°31'36" EAST 39.96 FEET; COURSE NO. (22) NORTH 17°12'32" EAST 29.68 FEET; COURSE NO. (23) NORTH 64°10'40" EAST 44.38 FEET; COURSE NO. (24) NORTH 23°15'37" EAST 31.31 FEET; COURSE NO. (25) NORTH 70°22'59" EAST 34.18 FEET; COURSE NO. (26) NORTH 53°54'45" EAST 28.07 FEET; COURSE NO. (27) SOUTH 68°34'15" EAST 37.49 FEET; COURSE NO. (28) NORTH 36°09'19" EAST 21.10 FEET; COURSE NO. (29) NORTH 76°17'34" EAST 37.95 FEET; COURSE NO. (30) SOUTH 80°52'27" EAST 39.12 FEET; COURSE NO. (31) SOUTH 89°54'27" EAST 37.12 FEET; COURSE NO. (32) NORTH 61°02'08" EAST 36.05 FEET; COURSE NO. (33) SOUTH 45°28'09" EAST 39.05 FEET; COURSE NO. (34) SOUTH 52°32'11" EAST 33.29 FEET; COURSE NO. (35) SOUTH 76°31'40" EAST 39.46 FEET; COURSE NO. (36) NORTH 52°27'15" EAST 29.73 FEET; COURSE NO. (37) NORTH 88°33'26" EAST 37.22 FEET; COURSE NO. (38) NORTH 70°27'10" EAST 36.97 FEET; COURSE NO. (39) SOUTH 85°25'54" EAST 31.57 FEET; COURSE NO. (40) SOUTH 89°54'16" EAST 44.28 FEET; COURSE NO. (41) NORTH 54°08'07" EAST 26.42 FEET; COURSE NO. (42) SOUTH 49°05'52" EAST 17.69 FEET; COURSE NO. (43) NORTH 89°49'04" EAST 46.27 FEET; COURSE NO. (44) NORTH 83°52'09" EAST 37.15 FEET; COURSE NO. (45) NORTH 43°12'28" EAST 24.35 FEET; COURSE NO. (46) NORTH 42°56'47" EAST 36.06 FEET; COURSE NO. (47) SOUTH 89°37'54" EAST 36.23 FEET; COURSE NO. (48) NORTH 73°22'07" EAST 36.66 FEET; COURSE NO. (49) SOUTH 51°40'43" EAST 33.96 FEET; COURSE NO. (50) NORTH 89°40'28" EAST 33.11 FEET; COURSE NO. (51) SOUTH 58°03'14" EAST 55.44 FEET; COURSE NO. (52) SOUTH 80°14'19" EAST 31.05 FEET; COURSE NO. (53) SOUTH 53°08'08" EAST 52.17 FEET; COURSE NO. (54) SOUTH 42°16'55" EAST 43.46 FEET; COURSE NO. (55) SOUTH 52°58'03" EAST 32.76 FEET; COURSE NO. (56) SOUTH 54°14'10" EAST 17.86 FEET TO THE EXTREME EASTERLY LINE OF SAID SUBDIVISION; THENCE NORTH 24°36'03" EAST ALONG LAST SAID LINE 313.65 FEET; THENCE SOUTH 65°24'01" EAST ALONG LAST SAID LINE 24.16 FEET; THENCE NORTH 24°36'03" EAST ALONG LAST SAID LINE 100.00 FEET TO THE NORTHERLY LINE OF SAID SUBDIVISION; THENCE WESTERLY ALONG SAID NORTHERLY LINE AND SOUTHERLY ALONG THE WESTERLY LINE OF SAID SUBDIVISION RUN THE FOLLOWING FORTY NINE COURSES AND DISTANCES: COURSE NO. (1) NORTH 65°24'01" WEST 294.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (2) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 440.54 FEET, A CHORD BEARING AND DISTANCE OF NORTH 85°11'52" WEST 297.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (3) SOUTH 75°05'59" WEST 107.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; COURSE NO. (4) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 71°50'31" WEST 32.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (5) NORTH 38°47'01" WEST 46.12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (6) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 89°53'03" WEST 46.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (7) NORTH 50°59'05" WEST 10.00 FEET; COURSE NO. (8) SOUTH 39°00'55" WEST 134.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (9) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 223.45 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 20°37'31" WEST 140.99 FEET; COURSE NO. (10) NORTH 87°45'52" WEST 50.00 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHERLY; COURSE NO. (11) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 273.45 FEET, A CHORD BEARING AND DISTANCE OF NORTH 12°24'19" EAST 96.56 FEET; COURSE NO. (12) NORTH 66°10'52" WEST 116.28 FEET; COURSE



NO. (13) NORTH 41°09'48" EAST 11.35 FEET; COURSE NO. (14) NORTH 32°38'04" EAST 40.61 FEET; COURSE NO. (15) NORTH 53°30'50" EAST 31.58 FEET; COURSE NO. (16) NORTH 11°04'07" WEST 30.44 FEET; COURSE NO. (17) NORTH 23°22'45" WEST 6.26 FEET; COURSE NO. (18) NORTH 49°56'50" EAST 57.30 FEET; COURSE NO. (19) SOUTH 48°09'21" EAST 73.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (20) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 85°25'48" EAST 43.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (21) NORTH 39°00'56" EAST 40.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (22) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 09°44'08" EAST 33.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (23) NORTH 48°09'21" WEST 46.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; COURSE NO. (24) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 30°41'14" WEST 30.02 FEET TO THE POINT OF REVERSE CURVATURE; COURSE NO. (25) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 35°15'29" WEST 149.70 FEET TO THE POINT OF REVERSE CURVATURE; COURSE NO. (26) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 36°11'28" WEST 36.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (27) NORTH 14°53'47" WEST 90.09 FEET TO AN INTERSECTION WITH A CURVE LEADING WESTERLY; COURSE NO. (28) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 230.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 79°46'04" WEST 195.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (29) NORTH 54°38'20" WEST 214.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (30) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 170.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 80°56'27" WEST 150.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (31) SOUTH 72°45'26" WEST 227.52 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; COURSE NO. (32) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 230.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 74°18'36" WEST 12.46 FEET; COURSE NO. (33) SOUTH 14°16'23" EAST 82.52 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; COURSE NO. (34) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 33°30'34" WEST 44.44 FEET TO THE POINT OF COMPOUND CURVATURE; COURSE NO. (35) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 345.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 86°17'40" WEST 148.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (36) NORTH 73°52'51" WEST 41.50 FEET; COURSE NO. (37) SOUTH 14°13'57" WEST 25.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (38) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 70.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 11°45'01" EAST 61.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (39) SOUTH 37°43'59" EAST 79.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; COURSE NO. (40) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 130.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 18°15'50" EAST 86.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (41) SOUTH 01°12'18" WEST 213.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (42) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 170.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 07°29'39" EAST 51.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (43) SOUTH 16°11'36" EAST 70.19 FEET; COURSE NO. (44) SOUTH 73°48'24" WEST 60.00 FEET; COURSE NO. (45) SOUTH 16°11'36" EAST 11.09

**EXHIBIT C**  
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FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; COURSE NO. (46) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 470.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 05°46'04" EAST 170.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (47) SOUTH 04°39'29" WEST 171.44 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; COURSE NO. (48) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 129.54 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 12°12'19" WEST 34.03 FEET TO THE POINT OF COMPOUND CURVATURE; COURSE NO. (49) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 76°45'36" WEST 41.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 46°12'08" WEST 156.33 FEET TO THE SOUTHEAST CORNER OF TRACT "E" AS SHOWN ON THE PLAT OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23, PAGES 6 THROUGH 14 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 42°26'47" WEST ALONG THE EASTERLY LINE OF SAID TRACT "E", 263.55 FEET TO THE NORTHERLY LINE OF SAID TRACT "E"; THENCE SOUTH 61°01'51" WEST ALONG LAST SAID LINE 561.08 FEET; THENCE NORTH 22°24'49" WEST 180.20 FEET; THENCE NORTH 34°12'15" WEST 104.22 FEET; THENCE NORTH 51°14'51" WEST 127.31 FEET; THENCE NORTH 45°52'28" EAST 308.35 FEET; THENCE NORTH 42°18'23" EAST 427.34 FEET TO THE SOUTHERLY LINE OF PARCEL "B" AS SHOWN ON THE PLAT OF COMANCHE TRAIL AT CIMARRONE GOLF AND COUNTRY CLUB, AS RECORDED IN MAP BOOK 34 PAGES 50 THROUGH 56 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY OF SAID PARCEL "B" RUN THE FOLLOWING TWENTY TWO COURSES AND DISTANCES; COURSE NO. (1) SOUTH 47°41'36" EAST 107.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (2) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 58°55'29" EAST 39.51 FEET TO THE POINT OF REVERSE CURVATURE; COURSE NO. (3) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 239.95 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 59°53'41" EAST 88.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (4) SOUTH 49°18'11" EAST 64.53 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (5) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 95.05 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 55°53'55" EAST 21.83 FEET TO THE POINT OF COMPOUND CURVATURE; COURSE NO. (6) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 794.84 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 63°41'52" EAST 33.39 FEET TO THE POINT OF COMPOUND CURVATURE; COURSE NO. (7) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 53°39'16" EAST 52.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (8) NORTH 07°47'22" WEST 55.29 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; COURSE NO. (9) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 00°39'14" EAST 18.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (10) NORTH 29°05'51" EAST 86.77 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; COURSE NO. (11) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 56°46'55" EAST 27.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (12) NORTH 84°28'00" EAST 43.51 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHERLY; COURSE NO. (13) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 130.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 02°19'12" WEST 74.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (14) NORTH 14°13'57" EAST 9.16 FEET; COURSE NO. (15) NORTH 75°46'06" WEST 257.43 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (16) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF

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30.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 62°45'50" WEST 39.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (17) SOUTH 21°16'48" WEST 16.84 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; COURSE NO. (18) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 48°51'19" WEST 27.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (19) SOUTH 76°25'49" WEST 44.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (20) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 54°12'37" WEST 22.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (21) SOUTH 31°59'25" WEST 8.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; COURSE NO. (22) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67°19'40" WEST 17.31 FEET; THENCE NORTH 31°59'29" EAST 286.51 FEET; THENCE NORTH 12°04'22" EAST 217.87 FEET; THENCE NORTH 07°41'21" EAST 413.57 FEET; THENCE NORTH 05°53'24" EAST 317.19 FEET; THENCE NORTH 25°36'13" WEST 128.05 FEET; THENCE NORTH 10°08'51" WEST 203.22 FEET; THENCE NORTH 34°33'29" WEST 152.06 FEET; THENCE NORTH 45°05'18" WEST 183.89 FEET; THENCE SOUTH 84°43'37" WEST 286.28 FEET; THENCE SOUTH 51°51'32" WEST 175.52 FEET; THENCE SOUTH 39°18'26" WEST 205.68 FEET; THENCE SOUTH 57°59'10" WEST 135.21 FEET; THENCE SOUTH 26°22'43" WEST 238.53 FEET; THENCE SOUTH 02°24'31" WEST 497.27 FEET; THENCE SOUTH 00°14'59" WEST 372.93 FEET; THENCE SOUTH 18°49'55" EAST 47.76 FEET; THENCE NORTH 78°30'14" EAST 130.93 FEET; THENCE NORTH 32°41'22" EAST 142.73 FEET; THENCE NORTH 06°59'31" WEST 215.33 FEET; THENCE NORTH 31°51'49" EAST 151.13 FEET; THENCE NORTH 01°11'54" EAST 188.27 FEET; THENCE NORTH 26°58'55" EAST 440.99 FEET; THENCE SOUTH 65°23'28" EAST 505.99 FEET; THENCE SOUTH 30°02'27" WEST 287.74 FEET; THENCE SOUTH 00°35'28" WEST 253.31 FEET; THENCE SOUTH 21°09'09" EAST 210.00 FEET; THENCE SOUTH 13°09'21" WEST 183.70 FEET; THENCE SOUTH 43°42'27" WEST 121.01 FEET; THENCE SOUTH 72°07'10" WEST 174.35 FEET; THENCE SOUTH 41°46'01" WEST 325.60 FEET; THENCE SOUTH 28°10'27" WEST 459.31 FEET; THENCE SOUTH 20°47'06" EAST 361.35 FEET; THENCE SOUTH 29°33'19" WEST 225.14 FEET; THENCE SOUTH 68°54'54" WEST 177.84 FEET; THENCE NORTH 27°44'20" WEST 271.52 FEET; THENCE NORTH 35°32'06" WEST 328.82 FEET; THENCE NORTH 07°40'01" EAST 201.63 FEET; THENCE NORTH 62°06'50" WEST 112.44 FEET; THENCE NORTH 37°26'40" WEST 111.13 FEET; THENCE NORTH 53°22'30" WEST 119.47 FEET; THENCE NORTH 55°12'14" WEST 60.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

A PORTION OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 89, AS SHOWN ON THE PLAT OF CIMARONNE GOLF AND COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23, PAGES 6 THROUGH 14 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°45'47" WEST 97.30 FEET; THENCE NORTH 15°49'47" WEST 526.24 FEET; THENCE NORTH 30°17'13" WEST 840.28 FEET; THENCE NORTH 02°12'10" EAST 211.97 FEET; THENCE NORTH 06°18'45" EAST 357.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH 27°16'15" WEST 131.16 FEET; THENCE NORTH 28°44'24" EAST 409.38 FEET; THENCE NORTH 45°56'42" EAST 220.47 FEET; THENCE NORTH 58°02'07" EAST 458.54 FEET; THENCE NORTH 77°16'05" EAST 189.79 FEET; THENCE SOUTH 82°56'04" EAST 161.10 FEET; THENCE SOUTH 39°30'20" EAST 513.11 FEET; THENCE SOUTH 00°20'05" WEST 147.34 FEET; THENCE SOUTH 29°51'08" WEST 413.11 FEET; THENCE SOUTH 17°14'20" WEST 361.67 FEET; THENCE SOUTH 00°14'21" EAST 511.21 FEET; THENCE SOUTH 27°00'22" EAST 224.72 FEET; THENCE SOUTH 06°35'11" WEST 56.49 FEET; THENCE NORTH 78°03'04" WEST 101.80 FEET; THENCE NORTH 47°03'54" WEST 160.72 FEET; THENCE NORTH 15°46'33" WEST 370.41 FEET; THENCE NORTH 01°09'24" WEST 252.50 FEET; THENCE NORTH 19°49'27" EAST 628.02 FEET; THENCE NORTH 42°35'56" WEST 201.44 FEET; THENCE SOUTH 87°20'35" WEST 197.09 FEET; THENCE SOUTH 36°13'24" WEST 427.83 FEET; THENCE

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SOUTH 44°14'09" WEST 276.56 FEET; THENCE SOUTH 57°48'22" WEST 239.61 FEET TO THE POINT OF BEGINNING.

NET ACREAGE OF LANDS DESCRIBED CONTAIN 303.62 ACRES MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

## PARCEL "B"

A PORTION OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 15, AS SHOWN ON THE PLAT OF COMANCHE TRAIL AT CIMARRONE GOLF AND COUNTRY CLUB, AS RECORDED IN MAP BOOK 34 PAGES, 50 THROUGH 56 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID SUBDIVISION RUN THE FOLLOWING ELEVEN COURSES AND DISTANCES; COURSE NO. (1) SOUTH 25°06'15" EAST 264.36 FEET; COURSE NO. (2) SOUTH 21°00'52" EAST 50.44 FEET; COURSE NO. (3) SOUTH 36°13'59" EAST 45.82 FEET; COURSE NO. (4) SOUTH 23°02'51" EAST 137.48 FEET; COURSE NO. (5) SOUTH 32°02'04" EAST 55.39 FEET; COURSE NO. (6) SOUTH 19°00'22" EAST 32.85 FEET; COURSE NO. (7) SOUTH 21°52'05" EAST 66.89 FEET; COURSE NO. (8) SOUTH 15°18'25" EAST 73.61 FEET; COURSE NO. (9) SOUTH 25°46'36" EAST 49.65 FEET; COURSE NO. (10) SOUTH 23°40'33" EAST 174.69 FEET; COURSE NO. (11) SOUTH 23°39'06" EAST 8.01 FEET; THENCE NORTH 90°00'00" WEST 246.22 FEET; THENCE SOUTH 61°15'00" WEST 164.48 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CIMARRONE BOULEVARD (A 60 FOOT PRIVATE RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE RUN THE FOLLOWING SEVEN COURSES AND DISTANCES; COURSE NO. (1) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 480.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 29°07'02" WEST 150.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (2) NORTH 38°02'19" WEST 70.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; COURSE NO. (3) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 273.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 03°21'49" EAST 361.08 FEET TO THE POINT OF REVERSE CURVATURE; COURSE NO. (4) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 189.54 FEET, A CHORD BEARING AND DISTANCE OF NORTH 24°42'43" EAST 129.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (5) NORTH 04°39'29" EAST 171.44 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (6) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 530.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 00°08'04" WEST 88.56 FEET TO THE POINT OF REVERSE CURVATURE; COURSE NO. (7) THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 36°58'15" EAST 33.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 78°52'07" EAST 6.83 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 5.99 ACRES MORE OR LESS.

# GOLF PARCEL "A"

OR1422PG 617

A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWESTERLY CORNER OF TRACT "A", AS SHOWN ON THE PLAT OF ARROWHEAD POINT AT CIMARRONE, AS RECORDED IN MAP BOOK 25, PAGES 28, 29, 30 AND 31 OF THE PUBLIC RECORDS OF SAID COUNTY; SAID CORNER ALSO BEING SITUATE ON A CURVE LEADING NORTHWESTERLY AND LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF CIMARRONE BOULEVARD (A RIGHT-OF-WAY WITH VARIABLE WIDTHS); THENCE IN A NORTHWESTERLY AND NORTHEASTERLY DIRECTION ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIX COURSES AND DISTANCES: COURSE NUMBER ONE (1), THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 179.37 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 59°42'43" WEST 26.26 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NUMBER TWO (2), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE NORTHEASTERLY WITH A RADIUS OF 182.84 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 41°55'22" WEST 136.99 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NUMBER THREE (3), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE EASTERLY WITH A RADIUS OF 320.24 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 15°10'07" WEST 51.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NUMBER FOUR (4), NORTH 10°40'57" WEST, 4.47 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NUMBER FIVE (5), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE SOUTHEASTERLY WITH A RADIUS OF 280.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 07°20'47" EAST 173.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NUMBER SIX (6), NORTH 22°06'36" EAST 177.49 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF THE CURVE AND DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE OF CIMARRONE BOULEVARD, SAID CURVE BEING CONCAVE SOUTHEASTERLY WITH A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°38'42" EAST, 35.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69°08'25" EAST, 6.28 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE NORTHEASTERLY WITH A RADIUS OF 106.50 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 76°36'50" EAST 28.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 84°24'28" EAST 23.18 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE SOUTHWESTERLY WITH A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°27'20" EAST 20.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE NORTHWESTERLY WITH A RADIUS OF 295.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 69°55'01" EAST 359.84 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 44°01'45" EAST, DEPARTING FROM SAID CURVE, 93.61 FEET; THENCE NORTH 59°56'26" EAST 94.93 FEET; THENCE NORTH 61°10'37" EAST, 436.59 FEET; THENCE NORTH 84°55'13" EAST 204.47 FEET; THENCE SOUTH 80°04'12" EAST, 124.55 FEET; THENCE SOUTH 55°47'03" EAST, 508.44 FEET; THENCE SOUTH 21°04'46" EAST, 270.36 FEET; THENCE SOUTH 54°21'48" WEST, 15.93 FEET; THENCE SOUTH 21°04'46" EAST, 539.23 FEET TO A POINT SITUATE ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 210 (A 100 FOOT RIGHT-OF-WAY); THENCE SOUTH 73°31'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1558.17 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE ALONG AND AROUND THE ARC OF THE CURVE, DEPARTING FROM SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 210, CONCAVE NORTHEASTERLY WITH A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 61°29'00" WEST 70.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEING SITUATE ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF CIMARRONE BOULEVARD; THENCE NORTH 16°29'00" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 66.49 FEET TO THE SOUTHWESTERLY CORNER OF THE AFORESAID PLAT OF ARROWHEAD POINT AT CIMARRONE; THENCE IN A NORTHEASTERLY, NORTHWESTERLY AND SOUTHWESTERLY DIRECTION ALONG THE BOUNDARY OF SAID PLAT, THE FOLLOWING THIRTEEN COURSES AND DISTANCES: COURSE NUMBER ONE (1), NORTH 73°03'45" EAST, 178.08 FEET; COURSE NUMBER TWO (2), NORTH 36°23'30" EAST, 335.41 FEET; COURSE NUMBER THREE (3), NORTH 84°26'03" EAST, 866.08 FEET; COURSE NUMBER FOUR (4), NORTH 13°21'19" EAST, 142.86 FEET; COURSE NUMBER FIVE (5), NORTH 79°04'08" WEST, 234.05 FEET; COURSE NUMBER SIX (6), NORTH 85°52'41" WEST, 35.02 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NUMBER SEVEN (7), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE SOUTHERLY WITH A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 71°17'09" WEST, 47.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NUMBER EIGHT (8), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE NORTHWESTERLY WITH A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 68°10'32" WEST, 21.08 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NUMBER NINE (9), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE NORTHEASTERLY WITH A RADIUS OF 970.85 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 81°27'45" WEST 183.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NUMBER TEN (10), NORTH 76°01'53" WEST, 19.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NUMBER ELEVEN (11), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE SOUTHWESTERLY WITH A RADIUS OF 470.21 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 87°31'15" WEST, 266.27 FEET TO A POINT ON SAID CURVE; COURSE NUMBER TWELVE (12), NORTH 41°32'36" WEST, DEPARTING FROM SAID CURVE, 207.97 FEET; COURSE NUMBER THIRTEEN (13), SOUTH 77°05'34" WEST, 737.68 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 34.63 ACRES, MORE OR LESS.

## EXHIBIT D

"GOLF COURSE PROPERTY"



## GOLF PARCEL "B"

OR1422PG 618

A PORTION OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING AT THE SOUTHWESTERLY CORNER OF LOT 71, AS SHOWN ON THE PLAT OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23, PAGES 6 THROUGH 14 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE IN A SOUTHEASTERLY, SOUTHWESTERLY, NORTHEASTERLY AND NORTHWESTERLY DIRECTION ALONG THE BOUNDARY OF SAID CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES: COURSE NUMBER ONE (1), SOUTH 84°48'55" EAST, 214.85 FEET TO POINT SITUATE ON A CURVE LEADING SOUTHEASTERLY; COURSE NUMBER TWO (2), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE NORTHEASTERLY WITH A RADIUS OF 387.55 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 18°11'20" EAST 66.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NUMBER THREE (3), SOUTH 23°04'25" EAST, 120.94 FEET; COURSE NUMBER FOUR (4), SOUTH 29°35'47" WEST, 483.68 FEET; COURSE NUMBER FIVE (5), SOUTH 08°45'51" WEST, 165.46 FEET; COURSE NUMBER SIX (6), SOUTH 29°51'22" EAST, 198.71 FEET; COURSE NUMBER SEVEN (7), NORTH 59°01'49" EAST, 451.78 FEET; COURSE NUMBER EIGHT (8), NORTH 19°28'52" WEST, 109.26 FEET; COURSE NUMBER NINE (9), NORTH 48°40'47" EAST, 394.49 FEET; COURSE NUMBER TEN (10), NORTH 87°47'07" EAST, 101.56 FEET; COURSE NUMBER ELEVEN (11), NORTH 42°33'21" EAST, 429.71 FEET; COURSE NUMBER TWELVE (12), NORTH 74°45'52" EAST, 448.43 FEET; COURSE NUMBER THIRTEEN (13), NORTH 45°13'59" EAST, 83.06 FEET; COURSE NUMBER FOURTEEN (14), NORTH 78°16'58" EAST, 340.00 FEET; COURSE NUMBER FIFTEEN (15), SOUTH 58°43'18" EAST, 110.55 FEET; COURSE NUMBER SIXTEEN (16), NORTH 78°31'28" EAST, 429.33 FEET TO A POINT SITUATE ON A CURVE LEADING SOUTHEASTERLY; COURSE NUMBER SEVENTEEN (17), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE NORTHEASTERLY WITH A RADIUS OF 378.11 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 49°26'05" EAST, 29.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NUMBER EIGHTEEN (18), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE SOUTHWESTERLY WITH A RADIUS OF 125.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 37°47'47" EAST, 60.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NUMBER NINETEEN (19), SOUTH 23°54'35" EAST, 16.54 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NUMBER TWENTY (20), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE NORTHWESTERLY WITH A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 24°40'13" WEST, 75.14 FEET TO A POINT SITUATE ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY); THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NUMBER ONE (1), SOUTH 73°31'00" WEST, 1074.88 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NUMBER TWO (2), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE SOUTHEASTERLY WITH A RADIUS OF 871.49 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 60°28'45" WEST, 393.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NUMBER THREE (3), SOUTH 47°26'30" WEST 1495.58 FEET; THENCE NORTH 08°07'38" WEST 95.41 FEET; THENCE NORTH 63°40'35" WEST 269.43 FEET; THENCE NORTH 09°13'17" EAST 133.69 FEET; THENCE NORTH 11°01'04" WEST 308.93 FEET; THENCE NORTH 60°49'10" WEST 216.38 FEET; THENCE NORTH 41°48'51" EAST 188.87 FEET; THENCE NORTH 32°01'49" EAST 121.77 FEET; THENCE NORTH 37°29'39" EAST 291.42 FEET; THENCE NORTH 15°48'27" EAST 180.06 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 26.12 ACRES MORE OR LESS.

## GOLF PARCEL "C"

A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE WESTERLY CORNER OF LOT 33, AS SHOWN ON THE PLAT OF CIMARRONE GOLF AND COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23, PAGES 6 THROUGH 14 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY OF SAID CIMARRONE GOLF AND COUNTRY CLUB UNIT ONE, RUN THE FOLLOWING SEVEN COURSES AND DISTANCES: COURSE NO. (1.) NORTH 23°04'25" WEST 40.94 FEET; COURSE NO. (2.) NORTH 66°55'35" EAST 30.00 FEET; COURSE NO. (3.) NORTH 32°23'01" EAST 218.08 FEET; COURSE NO. (4.) NORTH 10°24'06" EAST 590.41 FEET; COURSE NO. (5.) NORTH 09°22'14" WEST 207.35 FEET; COURSE NO. (6.) NORTH 76°09'45" WEST 73.70 FEET; COURSE NO. (7.) NORTH 12°01'57" WEST 163.00 FEET; THENCE NORTH 05°39'09" EAST 85.42 FEET; THENCE NORTH 47°47'59" WEST 31.35 FEET TO THE AFORESAID BOUNDARY LINE OF CIMARRONE GOLF AND COUNTRY CLUB UNIT ONE; THENCE ALONG SAID BOUNDARY LINE RUN THE FOLLOWING FOURTEEN COURSES AND DISTANCES: COURSE NO. (1.) NORTH 18°31'06" EAST 130.30 FEET; COURSE NO. (2.) NORTH 45°44'34" EAST 305.65 FEET; COURSE NO. (3.) SOUTH 54°57'08" EAST 64.96 FEET; COURSE NO. (4.) SOUTH 28°13'26" EAST 759.38 FEET; COURSE NO. (5.) SOUTH 79°39'40" EAST 294.18 FEET; COURSE NO. (6.) NORTH 62°46'12" EAST 89.29 FEET; COURSE NO. (7.) SOUTH 56°11'09" EAST 107.43 FEET; COURSE NO. (8.) SOUTH 22°42'18" WEST 237.99 FEET; COURSE NO. (9.) SOUTH 81°17'13" WEST 229.20 FEET; COURSE NO. (10.) NORTH 64°28'53" WEST 304.44 FEET; COURSE NO. (11.) SOUTH 78°44'26" WEST 76.77 FEET; COURSE NO. (12.) SOUTH 16°01'52" WEST 406.54 FEET; COURSE NO. (13.) SOUTH 39°02'22" WEST 380.97 FEET; COURSE NO. (14.) SOUTH 79°19'15" WEST 194.18 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 16.09 ACRES MORE OR LESS.

**EXHIBIT D**  
"GOLF COURSE PROPERTY"

## GOLF PARCEL "D"

0R1422PG 619

A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 9 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 89, AS SHOWN ON THE PLAT OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23, PAGES 6 THROUGH 14 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE IN A NORTHEASTERLY AND SOUTHEASTERLY DIRECTION, THE FOLLOWING FIVE COURSES AND DISTANCES: COURSE NUMBER ONE (1), NORTH 08°29'24" EAST, 192.23 FEET TO A POINT SITUATE ON A CURVE LEADING NORTHEASTERLY; COURSE NUMBER TWO (2), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE SOUTHEASTERLY WITH A RADIUS OF 280.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 10°00'10" EAST, 75.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NUMBER THREE (3), NORTH 25°17'29" EAST, 150.00 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NUMBER FOUR (4), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE SOUTHEASTERLY WITH A RADIUS OF 280.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 30°17'37" EAST, 43.96 FEET; COURSE NUMBER FIVE (5), THENCE SOUTH 53°12'14" EAST, DEPARTING FROM SAID CURVE, 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 53°22'30" EAST, 119.47 FEET; THENCE SOUTH 37°26'40" EAST 111.13 FEET; THENCE SOUTH 62°06'50" EAST, 112.44 FEET; THENCE SOUTH 07°40'01" WEST, 201.83 FEET; THENCE SOUTH 33°32'06" EAST, 328.02 FEET; THENCE SOUTH 27°44'20" EAST, 271.52 FEET; THENCE NORTH 08°34'34" EAST, 177.84 FEET; THENCE NORTH 29°33'19" EAST, 225.14 FEET; THENCE NORTH 20°47'06" WEST, 361.35 FEET; THENCE NORTH 28°10'27" EAST, 459.31 FEET; THENCE NORTH 41°46'01" EAST, 325.60 FEET; THENCE NORTH 72°07'10" EAST, 174.35 FEET; THENCE NORTH 43°42'27" EAST, 121.01 FEET; THENCE NORTH 13°09'21" EAST, 183.70 FEET; THENCE NORTH 21°09'09" WEST, 210.00 FEET; THENCE NORTH 00°33'28" EAST, 253.31 FEET; THENCE NORTH 30°02'27" EAST, 287.74 FEET; THENCE NORTH 05°23'28" WEST, 503.99 FEET; THENCE SOUTH 26°58'55" WEST 440.99 FEET; THENCE SOUTH 01°11'54" WEST, 188.27 FEET; THENCE SOUTH 31°31'49" WEST, 151.13 FEET; THENCE SOUTH 06°59'31" EAST, 215.33 FEET; THENCE SOUTH 32°41'22" WEST 142.73 FEET; THENCE SOUTH 78°30'14" WEST 130.93 FEET; THENCE NORTH 18°49'55" WEST, 47.78 FEET; THENCE NORTH 00°14'59" WEST, 372.93 FEET; THENCE NORTH 02°24'31" EAST, 497.27 FEET; THENCE NORTH 28°22'43" EAST, 238.53 FEET; THENCE NORTH 57°59'10" EAST, 135.21 FEET; THENCE NORTH 39°18'20" EAST, 205.68 FEET; THENCE NORTH 51°51'32" EAST, 175.52 FEET; THENCE NORTH 84°43'37" EAST, 286.28 FEET; THENCE SOUTH 45°05'18" EAST, 183.89 FEET; THENCE SOUTH 34°33'29" EAST, 152.06 FEET; THENCE SOUTH 10°08'51" EAST, 203.22 FEET; THENCE SOUTH 25°36'13" EAST, 128.03 FEET; THENCE SOUTH 03°53'24" WEST, 317.19 FEET; THENCE SOUTH 07°41'21" WEST, 413.57 FEET; THENCE SOUTH 12°04'22" WEST, 217.87 FEET; THENCE SOUTH 31°39'29" WEST, 316.41 FEET; THENCE SOUTH 42°18'23" WEST, 461.82 FEET; THENCE SOUTH 45°52'28" WEST, 308.35 FEET; THENCE SOUTH 51°14'41" EAST, 127.31 FEET; THENCE SOUTH 34°12'15" EAST, 104.22 FEET; THENCE SOUTH 22°24'49" EAST, 180.20 FEET TO THE NORTHWESTERLY CORNER OF TRACT "E", AS SHOWN ON SAID PLAT OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE; THENCE IN A SOUTHEASTERLY AND NORTHEASTERLY DIRECTION ALONG THE BOUNDARY OF SAID TRACT "E", THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NUMBER ONE (1), SOUTH 28°58'09" EAST, 200.00 FEET; COURSE NUMBER TWO (2), NORTH 71°20'08" EAST, 252.67 FEET; COURSE NUMBER THREE (3), NORTH 62°24'41" EAST, 310.08 FEET TO A POINT SITUATE ON THE WESTERLY RIGHT-OF-WAY LINE OF CIMARRONE BOULEVARD (A RIGHT-OF-WAY OF VARIABLE WIDTHS); THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE COURSES AND DISTANCES: COURSE NUMBER ONE (1), SOUTH 46°14'00" EAST, 192.73 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NUMBER TWO (2), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE SOUTHWESTERLY WITH A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 06°00'27" EAST, 32.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NUMBER THREE (3), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE EASTERLY WITH A RADIUS OF 333.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 01°34'37" EAST, 392.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NUMBER FOUR (4), SOUTH 38°02'19" EAST, 70.00 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NUMBER FIVE (5), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE SOUTHWESTERLY WITH A RADIUS OF 420.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 32°20'35" EAST, 83.93 FEET; THENCE SOUTH 60°52'16" WEST, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE, 269.82 FEET; THENCE NORTH 78°10'33" WEST, 144.48 FEET; THENCE SOUTH 60°57'27" WEST, 244.94 FEET; THENCE SOUTH 37°27'22" EAST 200.67 FEET; THENCE NORTH 77°25'09" EAST 29.10 FEET; THENCE SOUTH 69°43'52" EAST, 43.50 FEET; THENCE SOUTH 38°38'55" EAST, 85.23 FEET; THENCE SOUTH 23°45'49" WEST, 38.96 FEET; THENCE SOUTH 26°40'40" EAST 140.80 FEET; THENCE SOUTH 68°28'41" EAST, 72.56 FEET; THENCE SOUTH 87°48'22" EAST, 138.14 FEET TO A POINT SITUATE ON A CURVE LEADING SOUTHEASTERLY AND LYING ON SAID WESTERLY RIGHT-OF-WAY LINE OF CIMARRONE BOULEVARD; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR COURSES AND DISTANCES: COURSE NUMBER ONE (1), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE EASTERLY WITH A RADIUS OF 340.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 02°40'37" EAST, 94.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NUMBER TWO (2), SOUTH 10°40'57" EAST, 4.47 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NUMBER THREE (3), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE NORTHEASTERLY WITH A RADIUS OF 493.77 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 19°39'58" EAST, 154.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NUMBER FOUR (4), SOUTH 28°39'00" EAST, 7.48 FEET TO THE NORTHEASTERLY CORNER OF TRACT "A", AS SHOWN ON SAID PLAT OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE; THENCE IN A NORTHWESTERLY, SOUTHWESTERLY AND NORTHEASTERLY DIRECTION ALONG THE BOUNDARY OF SAID PLAT, THE FOLLOWING SIXTEEN COURSES AND DISTANCES: COURSE NUMBER ONE (1), NORTH 84°17'32" WEST, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE, 138.39 FEET; COURSE NUMBER TWO (2), SOUTH 78°46'59" WEST, 246.83 FEET; COURSE NUMBER THREE (3), SOUTH 54°42'45" WEST, 175.35 FEET TO A POINT SITUATE ON A CURVE LEADING NORTHWESTERLY; COURSE NUMBER FOUR (4), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE NORTHEASTERLY WITH A RADIUS OF 328.39 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60°58'09" WEST, 54.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NUMBER FIVE (5), NORTH 56°11'09" WEST, 107.43 FEET; COURSE NUMBER SIX (6), NORTH 08°01'47" WEST, 219.93 FEET; COURSE NUMBER SEVEN (7), NORTH 29°34'26" WEST, 159.30 FEET; COURSE NUMBER EIGHT (8), NORTH 10°41'49" WEST, 295.89 FEET; COURSE NUMBER NINE (9), NORTH 52°55'14" WEST, 300.72 FEET; COURSE NUMBER TEN (10), NORTH 48°01'29" WEST, 319.20 FEET; COURSE NUMBER ELEVEN (11), NORTH 35°05'59" WEST, 128.72 FEET; COURSE NUMBER TWELVE (12), NORTH 05°18'55" WEST, 498.30 FEET; COURSE NUMBER THIRTEEN (13), NORTH 05°38'21" EAST, 186.35 FEET; COURSE NUMBER FOURTEEN (14), NORTH 58°53'21" WEST, 134.86 FEET; COURSE NUMBER FIFTEEN (15), NORTH 25°47'29" EAST, 41.85 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NUMBER SIXTEEN (16), THENCE ALONG AND AROUND THE ARC OF THE CURVE, CONCAVE SOUTHEASTERLY WITH A RADIUS OF 220.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 30°17'37" EAST, 34.54 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 60.51 ACRES MORE OR LESS.

# EXHIBIT D

"GOLF COURSE PROPERTY"

**GOLF PARCEL "E"**

A PORTION OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 89, AS SHOWN ON THE PLAT OF CIMARRONE GOLF AND COUNTRY CLUB UNIT ONE AS RECORDED IN MAP BOOK 23, PAGES 6 THROUGH 14 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°45'47" WEST, 97.30 FEET; THENCE NORTH 15°49'47" WEST 463.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 22°25'32" WEST 50.85 FEET; THENCE NORTH 16°17'47" WEST 36.43 FEET; THENCE NORTH 30°17'13" WEST 598.41 FEET; THENCE NORTH 49°37'33" WEST 116.82 FEET; THENCE NORTH 10°25'07" WEST 113.83 FEET; THENCE NORTH 02°12'10" EAST 211.97 FEET; THENCE NORTH 39°05'49" EAST 69.22 FEET; THENCE SOUTH 84°32'45" EAST 136.73 FEET; THENCE SOUTH 05°27'15" WEST 220.18 FEET; THENCE SOUTH 35°37'24" EAST 1155.31 FEET; THENCE SOUTH 15°01'03" WEST 146.03 FEET; THENCE NORTH 76°28'04" WEST 124.29 FEET; THENCE NORTH 46°04'21" WEST 333.53 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 6.88 ACRES MORE OR LESS.

**GOLF PARCEL "F"**

A PORTION OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 89, AS SHOWN ON THE PLAT OF CIMARRONE GOLF AND COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23, PAGE 6, 7, 8, 9, 10, 11, 12, 13 AND 14 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°45'47" WEST 97.30 FEET; THENCE NORTH 15°49'47" WEST 526.24 FEET; THENCE NORTH 30°17'13" WEST 840.28 FEET; THENCE NORTH 02°12'10" EAST 211.97 FEET; THENCE NORTH 06°18'45" EAST 357.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH 27°16'15" WEST 131.16 FEET; THENCE NORTH 28°44'24" EAST 409.38 FEET; THENCE NORTH 45°56'42" EAST 220.47 FEET; THENCE NORTH 58°02'07" EAST 458.54 FEET; THENCE NORTH 77°16'05" EAST 189.79 FEET; THENCE SOUTH 82°56'04" EAST 161.10 FEET; THENCE SOUTH 39°30'20" EAST 513.11 FEET; THENCE SOUTH 00°20'05" WEST 147.34 FEET; THENCE SOUTH 29°51'08" WEST 413.11 FEET; THENCE SOUTH 17°14'20" WEST 361.67 FEET; THENCE SOUTH 00°14'21" EAST 511.21 FEET; THENCE SOUTH 27°00'22" EAST 224.72 FEET; THENCE SOUTH 06°35'11" WEST 56.49 FEET; THENCE NORTH 78°03'04" WEST 101.80 FEET; THENCE NORTH 47°03'54" WEST 160.72 FEET; THENCE NORTH 15°46'33" WEST 370.41 FEET; THENCE NORTH 01°09'24" WEST 252.50 FEET; THENCE NORTH 19°33'21" EAST 229.16 FEET; THENCE NORTH 40°28'01" EAST 102.99 FEET; THENCE NORTH 09°49'27" EAST 628.02 FEET; THENCE NORTH 42°35'56" WEST 201.44 FEET; THENCE SOUTH 87°20'35" WEST 197.09 FEET; THENCE SOUTH 36°13'24" WEST 427.83 FEET; THENCE SOUTH 44°14'09" WEST 276.56 FEET; THENCE SOUTH 57°48'22" WEST 239.61 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 15.69 ACRES MORE OR LESS.

# EXHIBIT D

"GOLF COURSE PROPERTY"



**CLUBHOUSE PARCEL**

A TRACT OF LAND SITUATED IN SECTIONS 13 & 24, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF CIMARRONE BOULEVARD, AS SHOWN ON THE PLAT OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23, PAGES 6 THROUGH 14 OF THE PUBLIC RECORDS OF SAID COUNTY; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF CIMARRONE BOULEVARD EXTENSION, AS RECORDED IN MAP BOOK 27, PAGES 34-36, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND RUN NORTHWESTERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID CIMARRONE BOULEVARD, WITH A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A CENTRAL ANGLE OF 15°56'35", A RADIUS OF 340.00 FEET, AN ARC OF 94.61 FEET AND A CHORD OF NORTH 02°40'37" WEST, 94.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, ALONG A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A CENTRAL ANGLE OF 16°51'06", A RADIUS OF 340.00 FEET, AN ARC OF 100.00 FEET, AND A CHORD OF NORTH 13°41'03" EAST 99.64 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, NORTH 22°06'36" EAST, 222.18 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE WITH A CURVE CONCAVE WESTERLY, SAID CURVE HAVING A CENTRAL ANGLE OF 48°40'55", A RADIUS OF 420.00 FEET, AN ARC OF 356.86 FEET, AND A CHORD OF NORTH 02°13'53" WEST, 346.22 FEET; THENCE LEAVE SAID RIGHT-OF-WAY LINE AND RUN SOUTH 60°52'16" WEST, 269.82 FEET; THENCE RUN NORTH 78°10'33" WEST 144.48 FEET; THENCE RUN SOUTH 60°57'27" WEST 244.94 FEET; THENCE RUN SOUTH 37°27'22" EAST 200.67 FEET; THENCE RUN NORTH 77°25'09" EAST 29.10 FEET; THENCE RUN SOUTH 69°43'52" EAST, 43.50 FEET; THENCE RUN SOUTH 38°38'55" EAST, 85.23 FEET; THENCE RUN SOUTH 23°45'49" WEST, 38.96 FEET; THENCE RUN SOUTH 26°40'40" EAST, 140.80 FEET; THENCE RUN SOUTH 68°28'41" EAST, 72.56 FEET; THENCE RUN SOUTH 87°48'22" EAST 138.14 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 5.36 ACRES MORE OR LESS.

**MAINTENANCE AREA**

TRACT "E" AS SHOWN ON THE PLAT OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23, PAGES 6 THROUGH 14 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

**EXHIBIT D**

"GOLF COURSE PROPERTY"

0R1422Pg 622

**SIGN EASEMENT "A"**

AN ACCESS AND SIGN EASEMENT OVER AND ACROSS A PORTION OF INDIAN CREEK AT CIMARRONE GOLF AND COUNTRY CLUB, AS RECORDED IN MAP BOOK 32, PAGES 52 THROUGH 59 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID INDIAN CREEK AT CIMARRONE GOLF AND COUNTRY CLUB; THENCE SOUTH 73°31'00" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY, FORMERLY STATE ROAD NO. 210), 359.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73°31'00" WEST ALONG SAID RIGHT-OF-WAY LINE 5.00 FEET; THENCE NORTH 16°29'00" WEST 19.81 FEET; THENCE NORTH 20°10'38" EAST 15.25 FEET; THENCE SOUTH 69°49'22" EAST 6.40 FEET; THENCE SOUTH 20°10'38" WEST 15.48 FEET; THENCE SOUTH 16°29'00" EAST 15.81 FEET TO THE POINT OF BEGINNING.

**SIGN EASEMENT "B1"**

AN ACCESS AND SIGN EASEMENT OVER AND ACROSS A PORTION OF CIMARRONE BOULEVARD, AS SHOWN ON THE PLAT OF CIMARRONE GOLF AND COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23 PAGES 6 THROUGH 14 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID CIMARRONE BOULEVARD; THENCE SOUTH 73°31'00" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY, FORMERLY STATE ROAD NO. 210), 31.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73°31'00" WEST ALONG SAID RIGHT-OF-WAY LINE 14.90 FEET; THENCE NORTH 16°29'00" WEST 6.01 FEET; THENCE NORTH 51°14'56" WEST 15.72 FEET; THENCE NORTH 22°23'21" WEST 15.23 FEET; THENCE NORTH 67°36'39" EAST 6.40 FEET; THENCE SOUTH 22°23'21" EAST 12.34 FEET; THENCE SOUTH 49°41'27" EAST 12.43 FEET; THENCE NORTH 79°08'16" EAST 12.12 FEET; THENCE SOUTH 10°51'44" EAST 10.92 FEET TO THE POINT OF BEGINNING.

**SIGN EASEMENT "B2"**

AN ACCESS AND SIGN EASEMENT OVER AND ACROSS A PORTION OF CIMARRONE BOULEVARD, AS SHOWN ON THE PLAT OF CIMARRONE GOLF AND COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23 PAGES 6 THROUGH 14 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID CIMARRONE BOULEVARD; THENCE SOUTH 73°31'00" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY, FORMERLY STATE ROAD NO. 210), 149.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73°31'00" WEST ALONG SAID RIGHT-OF-WAY LINE 14.54 FEET; THENCE NORTH 25°54'15" WEST 8.62 FEET; THENCE NORTH 64°05'45" EAST 11.64 FEET; THENCE NORTH 11°52'22" EAST 11.77 FEET; THENCE NORTH 30°11'42" WEST 12.22 FEET; THENCE NORTH 59°48'18" EAST 6.40 FEET; THENCE SOUTH 30°11'42" EAST 15.06 FEET; THENCE SOUTH 07°27'51" EAST 10.56 FEET; THENCE SOUTH 38°37'52" WEST 7.76 FEET; THENCE SOUTH 16°29'00" EAST 4.66 FEET TO THE POINT OF BEGINNING.

**SIGN EASEMENT "C"**

AN ACCESS AND SIGN EASEMENT OVER AND ACROSS A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF CIMARRONE BOULEVARD, AS SHOWN ON THE PLAT OF CIMARRONE GOLF AND COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23, PAGES 6 THROUGH 14 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 73°31'00" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY, FORMERLY STATE ROAD NO. 210), 1074.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 871.49 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 60°28'45" WEST 393.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 47°26'30" WEST ALONG SAID RIGHT-OF-WAY LINE, 1457.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 47°26'30" WEST ALONG SAID RIGHT-OF-WAY LINE 9.59 FEET; THENCE SOUTH 89°18'07" WEST 20.90 FEET; THENCE NORTH 00°41'53" WEST 6.40 FEET; THENCE NORTH 89°18'07" EAST 28.04 FEET TO THE POINT OF BEGINNING.

**EXHIBIT E**

**"PROJECT IDENTIFICATION SIGN EASEMENT AREAS"**

## CART PATH EASEMENT "A"

OR1422PG 623

A PORTION OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 89, AS SHOWN ON THE PLAT OF CIMARRONE GOLF AND COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23, PAGE 6, 7, 8, 9, 10, 11, 12, 13 AND 14 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°45'47" WEST 97.30 FEET; THENCE NORTH 15°49'47" WEST 526.24 FEET; THENCE NORTH 30°17'13" WEST 840.28 FEET; THENCE NORTH 02°12'10" EAST 211.97 FEET; THENCE NORTH 06°18'45" EAST 357.66 FEET; THENCE NORTH 57°48'22" EAST 26.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 25°04'28" EAST 40.07 FEET; THENCE SOUTH 08°58'48" EAST 59.68 FEET; THENCE SOUTH 04°43'12" EAST 30.59 FEET; THENCE SOUTH 00°20'59" EAST 45.16 FEET; THENCE SOUTH 03°09'47" WEST 32.45 FEET; THENCE SOUTH 09°44'08" WEST 32.64 FEET; THENCE SOUTH 16°01'56" WEST 25.22 FEET; THENCE SOUTH 20°36'30" WEST 61.39 FEET; THENCE SOUTH 84°32'45" EAST 10.36 FEET; THENCE NORTH 20°36'30" EAST 59.08 FEET; THENCE NORTH 16°01'56" EAST 26.17 FEET; THENCE NORTH 09°44'08" EAST 33.76 FEET; THENCE NORTH 03°09'47" EAST 33.33 FEET; THENCE NORTH 00°20'59" WEST 45.85 FEET; THENCE NORTH 04°43'12" WEST 31.34 FEET; THENCE NORTH 08°58'48" WEST 61.47 FEET; THENCE NORTH 25°04'28" WEST 42.73 FEET; THENCE SOUTH 57°48'22" WEST 10.08 FEET TO THE POINT OF BEGINNING.

## CART PATH EASEMENT "B"

A PORTION OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 89, AS SHOWN ON THE PLAT OF CIMARRONE GOLF AND COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23, PAGE 6, 7, 8, 9, 10, 11, 12, 13 AND 14 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 38°22'11" EAST 994.60 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 76°56'13" EAST 121.13 FEET; THENCE SOUTH 85°38'25" EAST 30.60 FEET; THENCE NORTH 87°35'32" EAST 44.50 FEET; THENCE NORTH 73°12'44" EAST 39.17 FEET; THENCE NORTH 59°59'06" EAST 28.16 FEET; THENCE NORTH 00°14'59" EAST 11.58 FEET; THENCE SOUTH 59°59'06" WEST 32.84 FEET; THENCE SOUTH 73°12'44" WEST 36.75 FEET; THENCE SOUTH 87°35'32" WEST 42.64 FEET; THENCE NORTH 85°38'25" WEST 29.25 FEET; THENCE NORTH 76°56'13" WEST 121.50 FEET; THENCE SOUTH 06°35'11" WEST 10.06 FEET TO THE POINT OF BEGINNING.

## CART PATH EASEMENT "C"

A PORTION OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SENECA DRIVE (A 60 FOOT PRIVATE RIGHT-OF-WAY) AS SHOWN ON THE PLAT OF CIMARRONE GOLF AND COUNTRY CLUB UNIT ONE, AS RECORDED IN MAP BOOK 23, PAGE 6, 7, 8, 9, 10, 11, 12, 13 AND 14 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 43°24'17" WEST 45.49 FEET; THENCE NORTH 15°01'03" EAST 11.74 FEET; THENCE SOUTH 43°24'17" EAST 99.51 FEET; THENCE NORTH 55°12'14" WEST 48.90 FEET TO THE POINT OF BEGINNING.

# EXHIBIT F

"GOLF CART PATH EASEMENTS A, B and C"

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE, SUITE 400  
JACKSONVILLE, FL 32202

**THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
CIMARRONE GOLF & COUNTRY CLUB**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR CIMARRONE GOLF & COUNTRY CLUB** (the "Third Amendment") is made effective May 16, 2007 by **CORDELE PROPERTIES, INC.**, a Florida corporation (the "Developer").

**Recitals:**

A. Developer is a developer of certain real property located in St. Johns County, Florida, known as the Cimarrone Golf & Country Club.

B. By Declaration of Covenants and Restrictions for Cimarrone Golf & Country Club dated February 9, 1989, and recorded in Official Records Book 811, at page 995, as amended and restated by the Amendment to and Restatement of Declarations, dated January 29, 1996, and recorded in Official Records Book 1154, at page 428, both of the public records of St. Johns County, Florida, and as the same have been further supplemented and amended (together, the "Declaration"), the Developer has submitted certain real property to the terms, provisions, restrictions, easements, covenants, and conditions of the Declaration, for the benefit of all Owners and for the purpose of maintaining the Property, assuring high quality standards for the enjoyment of the Property, and preserving the value and desirability of the Property.

C. Pursuant to Section 11.3 of the Declaration, Developer may amend the Declaration without the consent or joinder of any other Person to cure any ambiguity or error contained in the Declaration.

D. The Developer intends to execute this Third Amendment to correct an ambiguity and error contained in Section 11.4 of the Declaration.

**NOW THEREFORE**, the Developer hereby amends the Declaration as follows:

1. The Developer confirms that the above-stated recitals are true and correct. All capitalized terms contained in this Third Amendment that are not otherwise defined herein, shall have the same meanings as such terms are defined by the Declaration.

2. Section 11.4 of the Declaration is hereby amended in its entirety as follows:

{00139852.DOC.}

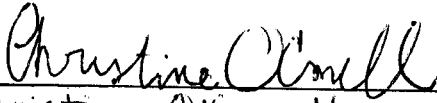
11.4 Other Approvals. All of the following actions require the prior approval of the Developer (for so long as the Developer is a Member of the Association), and for long as there is a Class B membership, sixty-seven percent (67%) of the First Mortgagees within the Property, the Federal Housing Authority, the Veteran's Administration, and the United States Department of Housing and Urban Development: (a) amendment of the Articles or of this Declaration, except as expressly provided in Article IX and in subparagraph (a) of the last preceding paragraph; (b) alienation or encumbrancing of all or any portion of the Common Areas, except as permitted under Article II of this Declaration; (c) the merger, consolidation, or dissolution of the Association; and (d) the annexation of Additional Lands or the extension of the provisions of this Declaration to lands other than the Additional Lands.

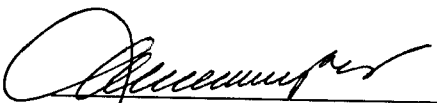
3. Except as specifically amended hereby, the Declaration shall remain in full force and effect.

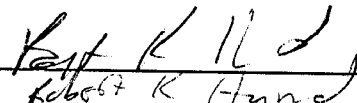
**NOW THEREFORE**, the Developer has executed this Third Amendment as of the date and year first above written.

Signed, sealed and delivered  
in the presence of:

**CORDELE PROPERTIES, INC.**, a Florida corporation

  
\_\_\_\_\_  
Christine O'Connell  
(Name Printed)

By:   
Name Printed: PRESIDENT  
Title: \_\_\_\_\_

  
\_\_\_\_\_  
Robert K Hunt  
(Name Printed)

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of MAY, 2007, by PATRICK T. MURPHY, the PRESIDENT, of **CORDELE PROPERTIES, INC.**, a Florida corporation, on behalf of the corporation.

Lois L. Kahl  
 Print Name \_\_\_\_\_  
 NOTARY PUBLIC  
 State of \_\_\_\_\_  
 Commission # \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

LOIS R. DAHLIN  
 MY COMMISSION EXPIRES  
 October 6, 2009  
 #01470214  
 Bonded thru  
 Notary Public Underwriting  
 STATE OF FLORIDA

Personally known \_\_\_\_\_ or  
Produced I.D. \_\_\_\_\_  
[Check one of the above]  
Type of Identification Produced

{00139852.DOC.}3

1  
5  
8124

Prepared by, record and return to:  
Richard G. Hathaway, P.A.  
115 Professional Dr. Suite 101  
Ponte Vedra Beach, FL 32082

Public Records of  
St. Johns County, FL  
Clerk# 04-039813  
O.R. 2208 PG 884  
12:08PM 05/26/2004  
REC \$21.00 SUR \$3.00

**FIVE MINUTE RECORDING**

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR CIMARRONE GOLF & COUNTRY CLUB**

This Second Amendment, dated as of January 1, 2004, is by **CORDELE  
PROPERTIES, INC.**, a Florida corporation ("Developer").

**RECITALS:**

- A. Developer is the developer of certain real property located in St. Johns County, Florida, known as the Cimarrone Golf & Country Club.
- B. By the Declaration of Covenants & Restrictions for Cimarrone Golf and Country Club, dated February 9, 1989, as recorded in Official Records Book 811, Page 0995, St. Johns County, Florida public records; as amended and restated by the Amendment to and Restatement of Declaration, dated January 29, 1996, as recorded in Official Records Book 1154, Page 428 in St. Johns County, Florida public records; as thereafter further supplemented and amended (as amended, restated and supplemented the "Declaration"), the Developer has submitted certain real property to the terms, provisions, restrictions, easements, covenants and conditions of the Declaration, for the benefit of all owners and for the purpose of maintaining the Property, assuring high quality standards for the enjoyment of the Property and preserving the value and desirability of the Property;
- C. Pursuant to Section 11.3 of the Declaration, Developer may amend the Declaration on its own motion until the termination of Class B Membership.
- D. As of the effective date hereof, Class B Membership has not terminated.
- E. Wishing to preserve the integrity and quality of Cimarrone Golf & Country Club for all Owners and its own ability to develop the remaining undeveloped portions of Cimarrone Golf & Country Club in a high quality, upscale manner, Developer has determined to amend the Declaration as specified herein.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer hereby amends the Declaration as follows:

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1. **Definitions, Conflict.** Except as otherwise stated in this Second Amendment, defined terms used herein have the same meanings as ascribed to them in the Declaration. In the event of a conflict between the terms of this Second Amendment and the terms of the Declaration, then the terms of this Second Amendment shall supercede, prevail and control.
  
2. **Association's Duty to Maintain Quality of Community.** To date, Cimarrone Golf & Country Club has been developed, maintained and operated by Developer as a high quality, upscale, guarded community, and it is in the best interest of all Owners that the community continue to be maintained and operated to at least the same high standards. Therefore, for so long as Developer owns any property in Cimarrone Golf & Country Club, the Association shall maintain, repair, restore, replace and otherwise act to manage and operate Cimarrone Golf & Country Club to at least the same degree and quality as during Developer's management and operation of Cimarrone Golf & Country Club during 2003. Without limiting the generality of the foregoing, it is agreed that the guard gate shall be maintained and staffed, the security personal shall inspect and protect, and all of the Common Areas, specifically including all landscaped and recreation Areas, will be maintained, repaired, restored and replaced at least the same degree and quality as during 2003.
  
3. **Developer Protections.** Without limiting any of the Developer's other rights and protections presently specified in the Declaration, the following additional rights and protections are hereby given to Developer for so long as it owns any property in Cimarrone Golf & Country Club (meaning the Property and the Additional Lands, as defined in the Declaration):
  - (a) **Common Areas.** Developer, its employees, agents, licensees, invitees, contractors and guests may use and enjoy (1) the Common Roads for ingress, egress, utilities and drainage to and from any of the properties it now or hereafter owns and (2) the landscaped portions of the Common Areas to install and place signs advertising the sale of Developer's properties, providing directions to its properties and/or for any other use of purpose in connection with Developer's business.
  
  - (b) **Easements.** Developer, at its election, may impose easements on any portions of the Common Areas provided (a) such easements are in connection with Developer's development of its properties and (b) such easements do not unreasonably interfere with the other use of such Common Areas in the manner for which they are intended.
  
  - (c) **Right to add Cartwheel Bay.** Developer, at its option, may extend the Declaration to that real property, or any portion thereof as elected by Developer, described in Exhibit A attached hereto. The manner and method for so extending the Declaration shall be as provided in Declaration with respect to Additional Lands.
  
  - (d) **Declaration, Fees, Fines, Etc.** None of the Declaration, the Association Articles of Incorporation, the Association Bylaws, nor the fees, charges, fines and punishments of

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the Association and the ARB may be changed without the Developer's prior written consent.

(e) Right to Amend Declaration. Developer, without the consent or joinder of any person or entity, may amend the Declaration by its own singular action (a) to comply with any applicable governmental statute, law, ordinance, rule, regulation or judicial decision, (b) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized agency or institution purchasing or insuring home loan mortgages, (c) to conform to the requirements of institutional mortgage lenders, title companies, governmental agencies or private mortgage companies or (d) to correct errors or to clarify any provision of this Declaration.

(f) Developer's Right to Conduct its Business. Developer is irrevocably empowered to sell, build upon, improve, lease or rent any of its properties to any person or entity it wishes on whatever terms it wishes except to the extent specifically prohibited by the Declaration. The Developer shall have the right to transact on its properties any business necessary to accomplish the sale, building upon, improvement, lease or rental of its properties, including but not limited to, the right to maintain models, to have signs, to maintain an office and employees and to use the Common Areas. Sales and rental offices, model homes, signs, all items pertaining to sale and rentals, patents, copyrights, advertising materials, logo's, intellectual property and all other property of Developer, whether real or personal and whether tangible or intangible, shall remain the property of the Developer and shall not be considered Common Areas or the Association's property. Without Developer's prior written consent, the Association may not act in any manner that would be detrimental to the sales, build out, improvement, lease or rental of Developer's properties.

(g) Exemption from Dues and Assessments. The Developer and all its properties now or hereafter owned in Cimarrone Golf & Country Club are exempt from all Association dues and assessments, whether general, special and otherwise, until the earlier of (a) the sale of such property to the person intending to live in the property or lease the property to another who lives in it (meaning that upon the sale of a property by Developer to a home builder, the sold property remains exempt until it is resold by the home builder to the person intending to live in it or lease it to another who will live in it) or (b) January 1, 2008.

4. Drainage System. "Drainage System" means the drainage system in Cimarrone Golf & Country Club which controls discharges necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise effect the quantity of quality of discharges, including protecting wetlands. The Association shall maintain, repair, restore, replace and otherwise take any and all actions required by any permits or agencies with

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respect to the Drainage System, including all such actions required by the St. Johns River Water Management District, the State of Florida Department of Environmental Protection and/or the United States Army Corps of Engineers. Upon Developer's request, Association shall sign all papers and transfer forms to transfer any permits or licenses relating to the Drainage System from Developer to Association. The fact that LinksCorp Cimarrone Florida, L.L.C. may have some responsibility with respect to the Drainage System shall not relieve or exonerate the Association from its duties hereunder, it being understood that the Association must maintain, repair, restore and replace the Drainage System and then seek redress from LinksCorp if appropriate.

5. **Miscellaneous.** As amended hereby, the Declaration remains in full force and effect.

Signed, sealed and delivered  
In the presence of:

"Developer"  
CORDELE PROPERTIES, INC.

Witness Name: Emory Hager

By: Patrick T. Murphy, Vice President

Witness Name:

RICHARD G. HATHAWAY

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me May 26<sup>TH</sup>, 2004 by Patrick T. Murphy Vice President of Cordele Properties, Inc., a Florida state corporations on behalf of the corporation. He is personally known to me X or has produced \_\_\_\_\_ as identification.

Notary Name: Richard G. Hathaway  
Notary Public, State of Florida  
Commission No: 00985295  
Expires Dec. 3, 2004  
Notary Seal: Atlantic Beach, FL

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# EXHIBIT "A"

## LEGAL DESCRIPTION

A PORTION OF SECTION 13, TOWNSHIP 5, SOUTH, RANGE 27, EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF TRACT "C", AS SHOWN ON THE PLAN OF CAMMARCHE TRAIL TWO AT CAMMARCHE GOLF & COUNTRY CLUB, AS RECORDED IN MAP BOOK 41, PAGES 575 THROUGH 580 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID CAMMARCHE TRAIL TWO AT CAMMARCHE GOLF & COUNTRY CLUB RUN THE FOLLOWING FORTY SIX (46) COURSES AND DISTANCES: COURSE NO. (1) SOUTH 01°06'20" WEST, 21.30 FEET; COURSE NO. (2) SOUTH 43°38'13" WEST, 33.35 FEET; COURSE NO. (3) SOUTH 62°41'27" WEST, 22.86 FEET; COURSE NO. (4) SOUTH 66°30'00" WEST, 10.93 FEET; COURSE NO. (5) SOUTH 44°20'42" WEST, 23.62 FEET; COURSE NO. (6) SOUTH 05°44'53" WEST, 26.40 FEET; COURSE NO. (7) SOUTH 37°47'14" WEST, 21.00 FEET; COURSE NO. (8) SOUTH 64°28'42" WEST, 26.30 FEET; COURSE NO. (9) SOUTH 64°43'15" WEST, 30.37 FEET; COURSE NO. (10) SOUTH 63°33'00" WEST, 16.70 FEET; COURSE NO. (11) NORTH 41°44'05" WEST, 25.92 FEET; COURSE NO. (12) SOUTH 04°10'07" WEST, 31.13 FEET; COURSE NO. (13) NORTH 25°50'59" WEST, 21.71 FEET; COURSE NO. (14) NORTH 47°11'55" WEST, 20.38 FEET; COURSE NO. (15) NORTH 38°33'08" WEST, 24.16 FEET; COURSE NO. (16) NORTH 24°36'28" WEST, 25.92 FEET; COURSE NO. (17) NORTH 06°10'21" WEST, 34.52 FEET; COURSE NO. (18) NORTH 15°00'05" EAST, 14.53 FEET; COURSE NO. (19) NORTH 10°47'27" EAST, 25.91 FEET; COURSE NO. (20) NORTH 12°14'09" WEST, 26.30 FEET; COURSE NO. (21) NORTH 74°11'33" WEST, 26.30 FEET; COURSE NO. (22) NORTH 11°32'28" WEST, 26.00 FEET; COURSE NO. (23) NORTH 07°40'47" WEST, 22.01 FEET; COURSE NO. (24) NORTH 06°19'53" EAST, 22.46 FEET; COURSE NO. (25) NORTH 10°28'03" WEST, 26.30 FEET; COURSE NO. (26) NORTH 17°44'14" WEST, 21.06 FEET; COURSE NO. (27) NORTH 14°02'59" WEST, 23.02 FEET; COURSE NO. (28) NORTH 15°53'27" WEST, 23.33 FEET; COURSE NO. (29) SOUTH 12°52'21" EAST, 21.93 FEET; COURSE NO. (30) NORTH 41°10'55" WEST, 34.47 FEET; COURSE NO. (31) NORTH 06°15'27" EAST, 12.01 FEET; COURSE NO. (32) NORTH 07°37'00" EAST, 34.00 FEET; COURSE NO. (33) NORTH 14°44'39" WEST, 21.16 FEET; COURSE NO. (34) NORTH 17°17'39" WEST, 15.58 FEET; COURSE NO. (35) SOUTH 75°55'01" WEST, 21.47 FEET; COURSE NO. (36) SOUTH 65°20'46" WEST, 24.41 FEET; COURSE NO. (37) NORTH 72°12'57" WEST, 17.62 FEET; COURSE NO. (38) SOUTH 65°47'39" WEST, 20.29 FEET; COURSE NO. (39) NORTH 57°10'40" WEST, 24.30 FEET TO THE POINT OF CURVATURE OF A NEW TANGENT CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 415.00 FEET; COURSE NO. (40) THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 75°55'01" WEST, 100.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (41) SOUTH 62°30'27" WEST, 16.79 FEET TO THE POINT OF CURVATURE OF CURVE TO THE RIGHT, BEING CONCAVE TO THE NORTH, AND HAVING A RADIUS OF 450.00 FEET; COURSE NO. (42) THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 05°37'01" WEST, 38.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (43) NORTH 65°24'01" WEST, 200.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (44) THENCE ALONG AND AROUND THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 825.54 FEET A CHORD BEARING AND DISTANCE OF NORTH 05°39'02" WEST, 557.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (45) SOUTH 75°55'01" WEST, 122.45 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; COURSE NO. (46) THENCE ALONG AND AROUND THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 774.92 FEET A CHORD BEARING AND DISTANCE OF SOUTH 07°22'19" WEST, 193.61 FEET TO THE NORTHERLY LINE OF CAMMARCHE TRAIL TWO AT CAMMARCHE GOLF & COUNTRY CLUB, AS RECORDED IN MAP BOOK 34, PAGES 50 THROUGH 56 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. (1) THENCE ALONG AND AROUND THE ARC OF A CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 20.00 FEET A CHORD BEARING AND DISTANCE OF NORTH 35°11'25" WEST, 36.32 FEET TO THE POINT OF TANGENCY OF A CURVE TO THE RIGHT, BEING CONCAVE TO THE NORTH, AND HAVING A RADIUS OF 20.00 FEET; COURSE NO. (2) THENCE ALONG AND AROUND THE ARC OF A CURVE TO THE RIGHT, BEING CONCAVE TO THE NORTH, AND HAVING A RADIUS OF 20.00 FEET; COURSE NO. (3) NORTH 45°30'07" WEST, 90.00 FEET TO THE INTERSECTION OF A CURVE TO THE RIGHT, BEING CONCAVE TO THE NORTH, AND HAVING A RADIUS OF 20.00 FEET; COURSE NO. (4) ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 79°16'50" WEST, 195.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (5) NORTH 54°32'00" WEST, 214.83 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 170.00 FEET; COURSE NO. (6) THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 05°19'50" WEST, 60.04 FEET TO THE EASTERLY LINE OF OLIVER CROSSING TWO AT CAMMARCHE GOLF & COUNTRY CLUB, AS RECORDED IN MAP BOOK 45, PAGES 100 THROUGH 106 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE RUN NORTHERLY ALONG SAID EASTERLY LINE THE FOLLOWING FORTY SIX (46) COURSES AND DISTANCES: COURSE NO. (1) NORTH 15°43'20" WEST, 149.25 FEET; COURSE NO. (2) NORTH 44°11'54" EAST, 160.90 FEET; COURSE NO. (3) NORTH 45°42'40" WEST, 42.84 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 125.00 FEET; COURSE NO. (4) THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 07°45'42" WEST, 8.94 FEET TO THE INTERSECTION OF A CURVE TO THE LEFT, BEING CONCAVE TO THE WEST, AND HAVING A RADIUS OF 265.00 FEET; COURSE NO. (5) THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 07°40'00" EAST, 84.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. (6) NORTH 11°03'00" EAST, 74.10 FEET; COURSE NO. (7) NORTH 55°18'00" EAST, 55.00 FEET; COURSE NO. (8) NORTH 07°20'00" EAST, 71.01 FEET; COURSE NO. (9) NORTH 07°00'00" EAST, 72.44 FEET; COURSE NO. (10) NORTH 05°18'43" WEST, 78.57 FEET; COURSE NO. (11) NORTH 05°34'46" EAST, 48.16 FEET; COURSE NO. (12) NORTH 44°33'10" EAST, 51.16 FEET; COURSE NO. (13) NORTH 24°51'52" EAST, 75.58 FEET; COURSE NO. (14) NORTH 09°25'00" EAST, 31.11 FEET; COURSE NO. (15) NORTH 42°30'00" EAST, 35.61 FEET; COURSE NO. (16) NORTH 11°41'07" EAST, 47.38 FEET; COURSE NO. (17) NORTH 27°37'04" EAST, 60.93 FEET; COURSE NO. (18) NORTH 25°53'54" EAST, 31.33 FEET; COURSE NO. (19) NORTH 33°34'46" WEST, 40.61 FEET; COURSE NO. (20) NORTH 35°22'11" WEST, 37.48 FEET; COURSE NO. (21) SOUTH 43°12'00" WEST, 20.74 FEET; COURSE NO. (22) NORTH 42°33'30" WEST, 31.42 FEET; COURSE NO. (23) NORTH 06°00'00" EAST, 44.10 FEET; COURSE NO. (24) NORTH 04°20'00" EAST, 27.00 FEET; COURSE NO. (25) NORTH 04°20'00" EAST, 27.00 FEET; COURSE NO. (26) NORTH 15°57'15" EAST, 50.01 FEET; COURSE NO. (27) NORTH 03°21'02" EAST, 40.03 FEET; COURSE NO. (28) NORTH 30°59'00" WEST, 31.09 FEET; COURSE NO. (29) NORTH 04°21'19" EAST, 42.19 FEET; COURSE NO. (30) NORTH 07°30'00" WEST, 42.43 FEET; COURSE NO. (31) NORTH 07°30'00" WEST, 27.29 FEET; COURSE NO. (32) NORTH 11°50'12" WEST, 46.62 FEET; COURSE NO. (33) NORTH 02°06'33" EAST, 30.47 FEET; COURSE NO. (34) NORTH 07°19'00" WEST, 20.48 FEET; COURSE NO. (35) NORTH 07°41'14" EAST, 54.59 FEET; COURSE NO. (36) NORTH 07°24'42" EAST, 43.02 FEET; COURSE NO. (37) NORTH 23°43'00" WEST, 41.66 FEET; COURSE NO. (38) NORTH 02°40'00" EAST, 19.65 FEET; COURSE NO. (39) NORTH 13°23'00" EAST, 37.34 FEET; COURSE NO. (40) NORTH 15°45'19" EAST, 25.51 FEET; COURSE NO. (41) NORTH 15°45'19" EAST, 25.51 FEET; COURSE NO. (42) NORTH 15°41'00" EAST, 33.00 FEET; COURSE NO. (43) NORTH 23°10'22" WEST, 41.51 FEET; COURSE NO. (44) NORTH 20°50'50" WEST, 50.01 FEET; COURSE NO. (45) NORTH 44°28'15" WEST, 26.02 FEET; COURSE NO. (46) NORTH 00°00'00" WEST, 21.50 FEET; THENCE SOUTH 45°30'00" EAST, 130.98 FEET; THENCE SOUTH 07°02'11" EAST, 615.71 FEET; THENCE SOUTH 55°33'51" EAST, 26.17 FEET; THENCE SOUTH 31°30'17" EAST, 675.15 FEET; THENCE SOUTH 15°47'29" EAST, 311.43 FEET; THENCE SOUTH 17°17'22" EAST, 530.00 FEET; THENCE SOUTH 17°20'57" EAST, 210.00 FEET; THENCE SOUTH 09°57'34" EAST, 972.88 FEET TO THE POINT OF BEGINNING.

LANDS THIS DESCRIBED CONTAIN 77.92 ACRES, MORE OR LESS.

"CARTWHEEL BAY"  
EXHIBIT "A"

OR 2208 PG 888

Prepared by and returned to:  
Richard G. Hatheway, P.A.  
7070 International Rd., Ste. 200  
Jacksonville, FL 32216

Recorded in Public Records St. Johns County, FL  
Clerk# 96004642 O.R. 1154 PG 428 02:31PM 02-28-96  
Recording \$161.00 Srcharge \$20.50

### AMENDMENT TO AND RESTATEMENT OF DECLARATION

This Amendment to and Restatement of Declaration is made January 29, 1996, by Cordele Properties, Inc., a Florida corporation, whose address is 2690 Cimarrone Boulevard, Jacksonville, Florida 32259.

#### RECITALS:

A. Cordele Properties, Inc. ("Developer") is the developer of certain real property located in St. Johns County, Florida, known as Cimarrone Golf & Country Club;

B. Pursuant to Declaration of Covenants & Restrictions for Cimarrone Golf and Country Club, dated February 9, 1989, as recorded in Official Records Book 811, Page 0995, St. Johns County, Florida current public records (the "Declaration"), the Developer submitted certain real property within the Cimarrone Golf & Country Club to the terms, provisions, easements and other conditions of the Declaration;

C. Pursuant to Section 11.3(a) of the Declaration, Developer is entitled and empowered to amend the Declaration on its own motion until control of the Association is passed to Members other than the Developer;

D. Control of the Association has not so passed, and the Developer on its own motion has approved the following amendment and restatement of the Declaration:

**NOW, THEREFORE, THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR CIMARRONE GOLF AND COUNTRY CLUB IS HEREBY AMENDED AND RESTATED IN ITS ENTIRETY AS FOLLOWS:**

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR  
CIMARRONE GOLF & COUNTRY CLUB**

**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR CIMARRONE GOLF & COUNTRY CLUB** is made by Cordeir Properties, Inc., a Florida corporation, whose address is 2690 Cimarrone Boulevard, Jacksonville, Florida 32259 ("Developer"), effective as of February 9, 1989.

**ARTICLE I  
INTRODUCTION, DEFINITIONS AND CONSTRUCTION**

Developer is the original owner of that certain real property known as CIMARRONE GOLF & COUNTRY CLUB, UNIT ONE, located in St. Johns County, Florida, and more particularly described on Exhibit "A" attached hereto (the "Property"). Developer intends to develop the Property (and any Additional Lands submitted later by Supplemental Declaration as provided hereinafter) and adjacent lands as a residential golf and country club community consisting of one or more subdivisions and recreational facilities, all of which shall be developed and maintained as part of a planned residential development. Developer hereby restricts the use of the Property and declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions made in accordance with this Declaration, shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof and for the purpose of maintaining the Property, assuring high quality standards for the enjoyment of the Property and preserving the value and desirability of the Property.

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:

1.1 "Additional Lands" means the lands in St. Johns County, Florida, described on Exhibit "B" attached to this Declaration, all or part of which may, in Developer's sole discretion, be added to the Property by Supplemental Declaration, and which Additional Lands added shall then be included in the term "Property" and subject to the terms of this Declaration.

1.2 "A.R.C." means the Architectural Review Committee of the Association as set forth in Article VIII hereof.

1.3 "Association" means Cimarrone Property Owners Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.4 "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.

1.5 "Cimarrone PUD" means the overall development contemplated by the Developer from time to time of those lands described in the PUD Ordinance which as currently constituted, contemplates the inclusion of 593 Residential Units within the Property and Additional Lands.

1.6 "Club" means the Cimarrone Golf & Country Club, a country club with golf course, cart paths, club facilities with snack bar and lounge, golf pro shop, and all other personal property, equipment, improvements and related recreational facilities which may be constructed on the property from time to time designated by the Developer to be a portion of the Club (collectively the "Club Property").

1.7 "Club Charges" means all dues, fees, rentals, food and beverage costs and other items charged to a Member by the Club for the operation and maintenance of the Club Property and the use of the Club Property by the Owner, his family, tenants or guests, or for the purchase of services or goods provided or sold in connection with the use of the Club Property.

1.8 "Club Documents" means the Articles of Incorporation and Bylaws of the Association and any applicable rules and regulations, as amended from time to time.

1.9 "Club Dues" means the periodic dues charged to Club Members for the operation and maintenance of the Club Property and is included in the definition of Club Charges.

1.10 "Club Members" means the Persons entitled to membership in the Club as provided in the Club Documents.

1.11 "Common Areas" means all property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. The Common Areas shall not include any Lot or any part of the Club or the Club Property.

1.12 "Common Roads" means the roads located within the Common Areas.

1.13 "Declaration" means this Declaration of Covenants and Restrictions for Cimarrone Golf & Country Club applicable to the Property, and any amendments or Supplemental Declarations filed as provided herein.

1.14 "Developer" means Cordele Properties, Inc., a Florida corporation, whose address is 2690 Cimarrone Boulevard, Jacksonville, Florida 32259, its successors and assigns of the rights and obligations of the developer under the PUD Ordinance with respect to the entire Cimarrone PUD and all other Persons who acquire all or substantially all the undeveloped lands within the Cimarrone PUD for the purpose of development of the Cimarrone PUD or completion of the Work.

1.15 "Lakefront Lots" means all Lots adjacent to, having common boundaries with or containing within the Lot lines, a portion of a lake within the Property.

1.16 "Law" means any statute, ordinance, rule, regulation, or order of the United States of America, or any agency, officer, or instrumentality thereof, or of the State of Florida, or any agency, officer, municipality, or political subdivision thereof, from time to time applicable to the Property or to any and all activities on or about the Property.

1.17 "Legal Documents" collectively means this Declaration and any Supplemental Declaration made in accordance herewith, as amended from time to time, the Association's Articles of Incorporation (the "Articles") and the Association's By-Laws (the "By-Laws"), as the same may be amended from time to time.

1.18 "Lot" means any plot of land shown on any recorded subdivision plat of all or a part of the Property, which is designated or intended thereon as a residential lot, excluding any separately designated parcels intended for use as Common Areas or for utilities or drainage uses, or dedicated to public use.

1.19 "Member" means any person entitled to membership in the Association as provided in this Declaration and/or the Association's Articles and Bylaws.

1.20 "Mortgage" means any mortgage or other instrument validly creating a lien upon any Lot as security for performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.21 "Mortgagee" means the Person(s) named as the obligee under any Mortgage, or the successor in interest to any such Person, including the Federal National Mortgage Association, the Veterans Association, the Federal Housing Authority and similar guarantors or insurers of First Mortgages.

1.22 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot or Residential Unit, including contract sellers, but excluding contract buyers and any Person holding such fee simple title merely as security for the performance of an obligation. Developer and Subdivision Developers are Owners as to each Lot or Residential Unit owned by the Developer or the Subdivision Developer, and as to each Permissible Residential Unit which they have the right to develop.

1.23 "Permissible Residential Unit" means a proposed Residential Unit that has been approved for development within a portion of the Property by St. Johns County, Florida, in connection with its preliminary plat approval process, or, prior to such governmental approval, approval issued by the Developer to a Subdivision Developer in writing. The term "Permissible Residential Unit" refers to the total number of proposed Residential Units that have been so approved with respect to a portion of the Property.

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

1.25 "Plat" means the Plat of Cimarrone Golf & Country Club, Unit One, according to Plat thereof recorded in Map Book 23, Page 6 through 14, of the

current public records of St. Johns County, Florida, and any replats or amendments thereto, and any other plat of all or a portion of the Property.

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

1.27 "PUD Ordinance" means St. Johns County ordinance 87-45, as amended from time to time.

1.28 "Residential Unit" means any substantially completed residential dwelling constructed or to be constructed on any Lot within the Property and intended for use as a single family dwelling unit, including any single family detached or attached house, garden home, patio home, or townhouse unit, but excluding any form of multi-family dwelling units.

1.29 "Rules and Regulations" means any rules and regulations regarding the property duly adopted by the Association in accordance with the Legal Documents.

1.30 "Subdivision Developer" means any Person, their successors or assigns, named as the grantee in a deed or other conveyance document executed by Developer (excluding Persons named as Mortgagees in documents securing obligations of Developer) that acquires part of the Property or the Additional Lands from the Developer for the purpose of developing such property as a residential community, including by way of example, the Person identified as the "developer" or "declarant" on any recorded subdivision plat, declaration of covenants and restrictions, or other instrument establishing a residential development.

1.31 "Supplemental Declaration" means any declaration of easements, covenants, conditions, restrictions and limitations which may be recorded by the Developer extending the provisions of this Declaration to Additional Lands.

1.32 "The Work" means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, utility systems, and community facilities, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels, but does not include the construction of Residential Units, except when constructed by Developer or by a Subdivision Developer in conformance with plans and specifications approved by Developer and any applicable governmental agencies. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

1.33 "Unassigned Developer Residential Units" means the maximum number of Residential Units or Lots permitted from time to time by the PUD Ordinance within the Cimarrone PUD (whether or not construction of such Residential Units has been commenced or completed or whether or not such Lots have been sold), less the number of Permissible Residential Units or Lots with reference to which Developer has specifically assigned or conveyed its development rights to a



Subdivision Developer and less the number of Lots Developer has conveyed to Owners other than Subdivision Developers.

1.34 "Utility System" means the pipes, sewer mains, collectors, conduits, lines, lift station, pumping station, and facilities used in connection with the water supply and sewage disposal services for the Property.

1.35 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. Wherever any time period is measured in days, if the 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. The terms "Lot", "Property" and "Cimarrone PUD" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. 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, 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 PROPERTY RIGHTS AND EASEMENTS

2.1 Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the Association the title to the Common Areas and the facilities located thereon, at such time as the construction of such common areas and facilities is complete. The initial Common Areas and facilities to be owned by the Association shall include the Common Roads, and the entrance landscaping, signage and fencing.

The Developer, or its successors or assigns, shall convey or cause to be conveyed to the Association or a public utility, title to the Utility System, not later than the first of the following events to occur: (a) the sale and conveyance of seventy five percent (75%) of the total number of Lots within the Cimarrone PUD to Owners other than Developer or Subdivision Developers; or (b) seven (7) years after the original recording of the Declaration by Developer (i.e. the original recording date was February 9, 1999), if within such seven (7) year period Developer has not recorded any plat(s) for Additional Lands and added such Additional Lands to the Property by Supplemental Declaration hereto; or (c) February 9, 2005.

The conveyance to the Association shall be subject to taxes for the year of conveyance, restrictions, conditions, easements and limitations of record, and easements for drainage and public utilities. Every owner's obligation to pay Association Assessments shall commence upon the closing of the purchase of a Lot. Every Owner and the lawful occupant of any Residential Unit within the Property shall have a nonexclusive right and easement of enjoyment in and to the Common Areas

that are appurtenant to, and passes with, the title to every Lot and Residential Unit, subject to the easements and other property rights granted or reserved herein, to the provisions of the Legal Documents and to the following:

(a) Assessments. The right of the Association to charge assessments and other fees for the operation of the Association, maintenance of the Common Areas and other purposes set forth herein.

(b) Suspension. The right of the Association: (i) to assess fines and to suspend any Owner's and his lessee's right to vote or use any Common Area, recreational facility, or property owned or controlled by the Association for any period during which any assessment against such Owner's Lot or Residential Unit remains unpaid without waiver or discharge of the Owner's obligation to pay the amount due; and (ii) to suspend any Owner's and his lessee's right to the use of any such Common Area or recreational facility for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's Bylaws or Rules and Regulations; provided however, that the Association may not deny an Owner's right of ingress and egress to and from his Lot.

(c) Dedication-Mortgage. The right of the Association to mortgage the Common Areas or to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed by the Members of the Association. The dedication, transfer or mortgage of Association's Common Areas must be approved by at least two-thirds (2/3rds) of each class of those Members present in person or by proxy and voting at a meeting duly convened for such purpose, and shall be evidenced by a recorded certificate of the Association. Provided, however, the Utility System and lands upon which are located lift stations, pumping stations and similar facilities, may be conveyed to a public utility by the Board of Directors, without the approval of the Owners. Further, any dedication, transfer or mortgage of any Common Areas shall be subject to easements for ingress or egress previously granted to an Owner or required by an Owner for access to a Residential Unit.

(d) Rules and Regulations. The right of the Association to adopt, amend, rescind, and enforce reasonable Rules and Regulations governing the use of the Lots, the Common Areas, and the personal conduct of the Members and their guests thereon, as provided herein.

(e) Plat. All matters shown on any plat of all or part of the Property or the Cimarrone PUD.

(f) Easements. The right of the Developer and the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, including drainage and utility easements, the right of the Developer or the Club to grant and reserve easements and rights-of-way through, over, under and across the Club Property, including drainage and utility easements, and the right of the Developer, the Association or the Club to acquire, extend, terminate or abandon easements.

(g) Requirements of Law. The provisions of applicable Laws, governmental rules and regulations, and all construction, water quality, environmental protection and other permits issued in connection with the development of the Property or the Cimarrone PUD.

The Owners' rights and easements are limited to using the Common Areas and Common Roads for their intended purposes in a reasonable manner, and with respect to any particular use or activity, are limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity.

2.2 Roadway and Traffic Easements and Regulations. Developer hereby grants to the Owners, the lawful occupants of any Residential Unit, the Club Members, the family members, employees, guests, invitees and licensees of any of the foregoing, lawful delivery and pickup personnel, emergency medical and fire protection personnel, police and other authorities of the law, mail and parcel carriers, representatives of utilities authorized to serve the Property, holders of mortgage loans on the Property or any part thereof, and such other persons as Developer may from time to time designate, the non-exclusive, perpetual right of ingress and egress to, from, in, and across all roadways shown on the Plat, subject to the right of the Developer, its successors, assigns, authorized agents or designees, to install, erect, construct and maintain electric, water, sewer and other utility and drainage lines and facilities in such roadways. Developer reserves to itself and the Association the absolute and unrestricted right to limit, restrict or deny the ingress of any party who, in its sole discretion, does not belong or have business on the Property or who may create or participate in a disturbance or nuisance on any part of the Property or be otherwise undesirable, through use of a controlled or guarded entranceway or through such other means and upon such terms and conditions as Developer or the Association may reasonably determine. Developer further reserves to itself and the Association the right, but not the obligation, to control and regulate all types of vehicular traffic and parking on all or any part of the Common Roads or Areas, and to require the removal of any shrub, bush, fence, wall, tree or other item of any sort which might, in the Developer's or the Association's sole discretion, impair or obstruct a motorist's vision on any of the Common Roads. Developer or the Association shall have the right to enforce claims for damage against any Owner responsible for damages to any Common Roads or Areas.

2.3 General Easements. All Lots are subject to perpetual easements for the drainage of ground and surface waters in the manner established by Developer or a Subdivision Developer as part of the Work. In addition to the easements shown on any Plat, each Lot shall be subject to perpetual drainage easements three (3) feet wide along each side and rear Lot line for the installation, maintenance, and use of drainage ditches, pipes or other drainage facilities, except any Lots on which there is constructed, or intended to be constructed, a Residential Unit without side or rear lot set-back lines. Drainage flows shall not be altered, diverted or obstructed in any way without the prior written consent of the Developer.

2.4 Lake Related Easements. The Developer, the Association, and their authorized agents and assigns, are hereby granted, perpetual drainage easements through those lakes, lagoons, marshes and other wetlands situated in whole or in part on the Property or Club Property that are a part of the master drainage plan for the Cimarrone PUD for use and maintenance as an outfall for storm drainage waters. Each

Lakefront Lot is subject to an easement to the Developer, the Association, and their authorized agents and assigns, from the top of the lake embankment to the rear lot lines (including any submerged portions of the Lot) for the installation, use, maintenance, repair and replacement of stormwater filtration and retention systems. The Developer, the Association, and their authorized agents and assigns, shall have perpetual easements across each Lakefront Lot and the Club Property for ingress and egress to and from such lake for the purposes of exercising any right or performing any obligation provided in this Declaration, on a Plat, or by Law. A Lot Owner shall not construct any wall or fence of any sort along the lakefront which would prohibit or impair access to the lake for any purpose set forth herein.

2.5 Subdivision Boundary Fence As part of the Work, the Developer or a Subdivision Developer may construct a privacy fence across some of the Lots to separate the portions of the Property from other portions of the Property or adjacent lands (the "Subdivision Boundary Fence"). If the provisions of this Declaration are extended to the Additional Lands as provided herein, Developer or a Subdivision Developer may construct a similar Subdivision Boundary Fence on some of the Lots to be platted in subsequent phases. All Lots upon which portions of the Subdivision Boundary Fence are located, are subject to an exclusive perpetual easement for the location of the Subdivision Boundary Fence, not to exceed three (3) feet in width as measured from the Lot line. All such Lots are also subject to easements to the Association for the maintenance, repair and replacement of the Subdivision Boundary Fence and the landscaping associated therewith, which may be exercised by the Association if the Owner fails to properly maintain the Subdivision Boundary Fence as hereinafter provided.

2.6 Golf Easement Developer hereby reserves to itself, its nominees, designees, successors and assigns, an easement over the Property for the purpose of doing any and every act or thing necessary and proper in connection with the playing of golf on the Club Property and maintaining the Club Property. These acts include, without limitation, the recovery of golf balls over and upon the Property, including any Lot, the use of necessary and usual equipment upon such golf course, and the noise level associated therewith, together with all normal and usual activities associated with playing golf and maintaining and operating a golf course and club. Developer shall not be responsible for and shall have no liability in connection with any damage to the Property, including any Lot or Residential Unit, or injury to any person or personal property which may result from or in connection with the use of the golf easement granted herein by any Person.

2.7 Plat Easements Reference is made to the utilities, drainage, ingress and egress, non-access, and other easements shown on Plats. The Developer or Subdivision Developer shall have the unrestricted right without the approval or joinder of any other Person to designate the use and to alienate, release or otherwise assign the easements shown on a Plat unless such easements have been previously conveyed or dedicated. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water, cable television and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines, or

other equipment or facilities placed on, over or under the easement area. The Developer, or its authorized agents, grantees or designees, may charge the Association, the Club, and/or the Owners a reasonable fee for the utility services provided via the equipment and facilities installed. If any Owner constructs any improvements on such easement areas or landscapes such areas, the Owner of the Lot shall remove the improvements or landscape items upon written request of Developer, the Subdivision Developer, the Association or the grantee of the easement. Developer reserves the right for itself and the Subdivision Developers to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lots owned by Developer or the Subdivision Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Areas.

2.8 All Rights and Easements Appurtenant. The benefits and burdens of the rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot. Whenever any right or easement is described as nonexclusive by this Article, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

2.9 Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Areas to any and all Persons from time to time lawfully occupying such Owner's Lot. Any delegation is subject to the Association's Rules and Regulations.

2.10 Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot or Residential Unit passes any rights in and to the Common Areas, except as expressly enumerated in this Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot or Residential Unit shall be construed as passing any such right, title, and interest except as expressly provided in this Declaration.

2.11 Platting and Subdivision Restrictions. Developer or a Subdivision Developer may from time to time, plat or replat all or any part of the Property or the Additional Lands owned by Developer or the Subdivision Developer, and may establish additional covenants and restrictions and amendments thereto with respect to any such lands owned by the Developer or the Subdivision Developer, provided that no such additional covenants and restrictions or amendments thereto shall be construed to lessen the standards established by this Declaration or to impair the enforcement of the provisions hereof.

### ARTICLE III USE RESTRICTIONS

3.1 Residential Use. Lots and Residential Units shall be used for residential purposes only, and no trade, business, profession, or enterprise of any kind may be

conducted in, on, or from any Lot, subject to the rights of the Developer to maintain facilities on the Property for sales, promotional or other Developer-related activities, the right to operate the Club, and the rights herein reserved to Developer and the Subdivision Developers to complete the Work. The renting or leasing of Residential Units for non-transient residential purposes as permitted herein shall not constitute a trade or business.

**3.2 Construction Standards.** Lots may only be improved by the construction, or reconstruction of a Residential Unit in accordance with plans and specifications for such Residential Unit and landscaping plans approved in writing by the A.R.C. in accordance with the terms and procedures described in the Cimarrone Architectural Guidelines and Policies, as amended from time to time and in Article VIII hereof. For Cimarrone Golf & Country Club, Unit 1, each one-story Residential Unit shall contain a minimum of 2,000 square feet of heated and air conditioned enclosed living area, and each two-story Residential Unit shall contain a minimum of 2,400 square feet of enclosed living area, of which at least 1,600 square feet shall be on the first floor, unless otherwise approved in writing by the A.R.C., which approval may be arbitrarily granted or withheld. For Arrowhead Point at Cimarrone, each Residential Unit shall contain a minimum of 1,450 square feet of heated and air conditioned enclosed living area, unless otherwise approved in writing by the A.R.C., which approval may be arbitrarily granted or withheld. For any Additional Lands submitted to this Declaration by a Supplemental Declaration or amendment hereto, the minimum heated and air conditioned enclosed living area shall be as designated by Developer as set forth in the Supplemental Declaration. No Residential Unit shall be more than two (2) stories in height unless otherwise approved in writing by the A.R.C. Approval or denial of any matter by the A.R.C. may be granted or withheld in the A.R.C.'s sole discretion.

**3.3 Completion of Commenced Construction.** When the construction of any approved Residential Unit has been commenced, work thereon shall be prosecuted diligently and continued until full completion. The main residence and all related structures shown on the plans and specifications approved under Article VIII hereof must be completed within nine (9) months after the start. Unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities, or unless the Board otherwise specifically permits in writing. All construction vehicles, including those delivering materials and supplies (except trucks large or heavy enough to damage said driveways) shall enter upon such Lot from the street only at the driveway, and shall not park at any time on the street or upon any portion of the Property other than the Lot on which this construction is proceeding.

**3.4 Alterations, Modifications and Maintenance of Exteriors.** An Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior of his Residential Unit nor make any additions to the exterior of his Residential Unit including the installation of window air conditioners, without the prior written approval of the A.R.C., except that an Owner shall maintain, repair and replace the exterior of his Residential Unit and Lot with materials of the same style and of equal or greater quality as originally constructed.

**3.5 Other Structures.** No shed, shack, detached outbuilding, trailer, tent, tank, storage building or other temporary or movable building or structure of any kind, whether similar or dissimilar to the foregoing (except for rental party tents

which may remain on a Lot for a period up to forty eight (48) hours) shall be erected or permitted to remain on any Lot without the approval of the A.R.C. No pet house, play house, tree house, swing set, playground, above ground storage of wood, construction materials or other items shall be placed or permitted to remain on any Lot in any area visible from the street or another Lot, without the prior approval of the A.R.C. No picnic areas shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent residence thereon. However, this paragraph shall not prevent the use of temporary buildings in connection with and during the period of actual construction of the main Residential Unit and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

**3.6 Landscaping.** All landscaping plans, together with a complete plant list specifying plant sizes, must be submitted to and approved by the A.R.C. in accordance with the terms of the Cimarrone Architectural Guidelines and Policies as amended from time to time. All landscape plans must include a sprinkler system. Prior to substantial completion of construction of a Residential Unit on a Lot, no living trees measuring four (4) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the A.R.C., unless located within five (5) feet of the approved building site of the Residential Unit or within its driveway, and following substantial completion, without the written approval of the A.R.C. Any Person removing trees in violation of this covenant shall pay to the Developer or the Association (following transfer of control of the Board of Directors from Developer) a stipulated liquidated damage sum of \$20.00 per inch of diameter measured as stated above for each tree, up to a maximum liquidated damage sum of \$2,000 for any Lot. No rocks, gravel, artificial grass, plants or other artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot. All planted areas shall be served by an underground sprinkler system.

### **3.7 Fences.**

(a) **General.** No fence, wall or hedge may exceed four (4) feet in height. No chain link, barbed wire or other forms of wire fences are permitted. All fences must be painted or stained, must be consistent with the color and materials used on the Residential Unit, and must be maintained to preserve an attractive appearance from the exterior of each Lot as determined in the sole discretion of A.R.C.

(b) **Subdivision Boundary Fence.** Without the prior written approval to the A.R.C., the Subdivision Boundary Fence, as described in Paragraph 2.5 hereof, may not be removed, altered or modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property or portions thereof.

(c) **Preservation of Easements.** Specific reference is made to the easements shown on the Plat and reserved in this Declaration. No fence, wall, or other improvements that interfere with exercise of these easement rights may be constructed, installed or maintained in these easement areas. Any improvements or landscaping located in these easement areas are

subject to removal at the expense of the Owner of the Lot when requested by the grantee of the easement.

(d) Clear View Rights. No fence, wall, hedge, shrub, bush, tree or other object which might, in the Association's sole judgment, unreasonably impair a motorist's vision on any roads shall be constructed or allowed to remain on any Lot.

3.8 Setback Lines. All structures constructed within the Property must conform to the set-back requirements in the Cimarrone Architectural Guidelines and Policies, as such may be amended from time to time, which shall not be less than the minimum set-back requirements established from time to time by the regulations of St. Johns County. The A.R.C. may approve requests for slight reductions or variations in the set-back lines when the front and side set-back lines and other applicable restrictions would have detrimental effects on privacy, view, preservation of trees or other important considerations or would prohibit the construction of a Residential Unit on the Lot without the requested reduction or variation. The A.R.C. will at all times control the precise site and location of all structures on any Lot, after consideration by the A.R.C. of the Lot Owner's specific site recommendations.

### 3.9 Parking Restrictions and Garages.

(a) Parking. Unless expressly authorized by the Association no inoperable vehicle, recreational vehicle, boat, trailer, motor home or other vehicle or undesirable object, may be parked, stored, painted, repaired or otherwise worked on, anywhere within the Property, except that functional passenger automobiles, motorcycles, and vans without advertising thereon (collectively, "Permitted Vehicles") may be parked in a garage attached to a Residential Unit or in the driveway appurtenant thereto. Boats, trailers and other vehicles that are not Permitted Vehicles may be parked only in the garage of a Unit. Commercial vehicles may park in driveways as necessary for pickup and delivery, or providing necessary and requested services for a Lot Owner, his guests or any permitted occupant of a Residential Unit, but no such vehicle shall be parked within public view on a regular basis. No part of the Common Areas or public right-of-ways shall be regularly used for parking except for designated parking spaces. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this Paragraph shall prohibit the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours, or the parking of trucks or other commercial vehicles on any Lot or road for development purposes or during the construction of a Residential Unit or improvements to the Property.

(b) Garages and Driveways. No garage of any Residential Unit shall face the street, and no garage shall be permanently enclosed or converted to another use without the written approval of the A.R.C. No carports shall be permitted. All Units must be constructed with a garage attached which shall contain at least two (2) parking places appropriate for the parking of Permitted Vehicles. Backing of vehicles onto streets is prohibited without the written approval of the A.R.C., and additional driveway and parking space is



recommended, with turnaround or backup areas being provided. All garage doors shall be kept closed when not in use. All improved Lots shall have a paved driveway with a hard surface such as asphalt, concrete, brick or exposed aggregate. All drives must be placed at least one foot from adjacent properties to allow for landscape material.

**3.10 Antenna Systems.** No television or radio masts, towers, poles, antennas, aerials, satellite dishes, or appurtenances shall be erected, constructed, or maintained on the exterior of any Unit or Lot unless the location, size and design thereof have been approved by the A.R.C. In general, the A.R.C. shall not approve any such items unless the proposed antenna system for the Residential Unit can be completely hidden from view from the street and adjacent Lots.

**3.11 Occupancy and Leasing Restrictions.** Each of the Residential Units shall be occupied only by the Owner or lessee of a Residential Unit, members of their family, their servants and nonpaying social guests. Entire Residential Units may be rented, provided that the occupancy is only by the lessee, the members of their family, servants and nonpaying social guests. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage resulting from acts or omissions of tenants (as determination the sole discretion of the Association), or to lay any claim for injury or damage to property caused by the negligence of the tenant. Special assessments may be levied against the Lot for such amounts. No rooms may be rented and no transients may be accommodated in any Residential Unit.

**3.12 Animals.** No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that up to four (4) caged birds, two (2) domesticated dogs, except pit bulls, and two (2) domesticated cats may be kept by the occupants of each Residential Unit subject to the Association's Rules and Regulations, provided that such pets are not kept, bred or maintained for any commercial purpose, and provided further that such pets, in the Board's sole judgment, are neither dangerous nor a nuisance to the residents of the Property nor destructive to property or wildlife. Dogs must be leashed or kept within enclosed areas at all times. No pets are allowed on or within the recreational facilities located on any Common Areas.

**3.13 Storage of Fuel Tanks, Garbage and Trash Receptacles.** All above ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuel, utility meters, HVAC equipment, clotheslines, lawn care equipment, trash receptacles, garbage or trash, or other materials, supplies or equipment to be stored outside shall be kept in a service court screened from view from adjacent Lots and any street by a barrier at least four feet (4') high. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Residential Unit, or in refuse containers in the service court concealed from view, or placed at curbside for collection, and in accordance with the Association's Rules and Regulations and the Architectural Guidelines and Policies. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way.

3.14 Sewage Disposal and Water Service and Regulation. All water and sewage utilities and service to the Property shall be supplied by means of the central water supply and sewage disposal system providing service to the Property. No well of any kind shall be dug or drilled on the Property except for the exclusive purpose of providing landscape irrigation or air conditioning. No septic tank may be installed on any Lot. No sewage may be discharged on the open ground or into the lakes. No water from air conditioning systems, swimming pools or other condensate water shall be discharged into the marshlands or lakes, except from any swimming pools located on the Common Areas. The public utility having jurisdiction, the Association, or their successors or assigns, as applicable, shall have a non-exclusive perpetual easement, in, to, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water and sewage facilities.

All Lots and Residential Units within the Property are subject to such rules, regulations, charges and procedures relating to water and sewer service, rates, usage, rights, privileges and obligations, as may be promulgated or adopted from time to time by the public utility or the Association, or their successors or assigns. The provision of water and sewage disposal services to any Lot or Residential Unit, may be discontinued at any time for the non-payment of water and/or sewage disposal charges and fees. Water and sewage disposal charges and fees shall be the personal obligation of the Lot Owner or occupant to whom the service is provided.

3.15 Signs and Mailboxes. Unless approved in writing by the Board, no sign of any kind shall be displayed to public view within the Property, except standard and customary street signs, directional signs and street address signs in accordance with the terms of this Paragraph. The A.R.C. shall have the right to require that each Residential Unit maintain a street address sign, with such uniform design, style, and location as may be designated by said A.R.C. The size, design, color and location of all mailboxes and the supporting structures may also be designated by the A.R.C. Any sign or mailbox violating the provisions of this Paragraph shall be removed by the Owner at the Board's request, or by the Board, or its authorized agent or representative, without liability for trespass or damages relating thereto and at the owner's expense. Nothing contained herein shall prohibit the Developer or its authorized agents or assigns from placing and maintaining entrance signs, commercial or promotional signs for the Property, the Club, model homes, sales office or other structures or facilities, or signs for sale or rental purposes.

3.16 Outdoor Drying of Laundry. Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and any street. No rugs, drapes, or other items shall be hung from any portion of the exterior of any Unit.

3.17 Window Coverings and Air Conditioners. No aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a Residential Unit without A.R.C. approval. No window air conditioning units shall be installed without A.R.C. approval, and in no event on any side of a building which faces a street and no outdoor clotheslines shall be permitted. No exterior components of air conditioning units shall be visible from the street.

### 3.18 Wetlands.

(a) General. Only the Developer and/or the Association shall have the right to pump or otherwise remove any water from any lake, stream, pond, lagoon, marsh or other wetlands situated in whole or in part upon the Property for the purpose of irrigation or other use, notwithstanding that all or a portion of such wetlands may be located within a Lot. Subject to any applicable drainage easements, the Association shall have the right to control the water level of any lakes and to control the growth and eradication of plants, animals, fish and fungi in such lakes. The height, grade and contour of any lake embankment shall not be changed without the prior written consent of the Association. No decks, docks, moorings, pilings, bulkheads or other structures shall be constructed on such embankments, unless and until same shall have been approved by the Board and the A.R.C.

(b) Recreational Use. Except with the prior written consent of the Association or in accordance with promulgated Rules and Regulations, no swimming, bathing, fishing, canoeing, boating, or other recreational activity of any nature is permitted in, about, or on any lake located within the Property. No trash, garbage or other item shall be put into any lake.

(c) Governmental Permits. No construction of improvements and/or dredging or utility activities are permitted except as allowed by any applicable St. Johns Water Management District or other applicable governmental permit and as may be allowed by future permits. The foregoing provisions may not be amended without the approval of the St. Johns River Water Management District.

3.19 General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of the Law. No noxious, destructive, or offensive activity is permitted within the Property, nor shall anything be done within the Property that may constitute a nuisance to any other Person lawfully occupying any Lot. Each owner shall defend, indemnify, and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant of such Owner's Lot. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of any and all insurance maintained by such Owner or the Association if, at the time of such act or omission, such Owner or the Association has insurance in force complying with the requirements of this Declaration. Collection of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any owner because of any unintentional act or omission for which such owner is responsible under this paragraph.

3.20 Other Standards. Except in the event of a conflict as set forth below, the planning and construction of a Residential Unit or other structure or improvement on any Lot shall at all times be governed by the procedures, terms, conditions and restrictions set forth in the Cimarrone Architectural Guidelines and Policies, as such may be amended from time to time. The Cimarrone Architectural Guidelines and Policies contain specific design and procedural provisions, as well as policies and restrictions with respect to foundations, exterior wall finishes, windows and doors,

roofs, chimneys, outbuildings and garages, colors, service courts, parking, landscaping and other matters, however, in the event of any conflict between the specific restrictions contained in this Declaration and those contained in the Architectural Guidelines and Policies, the terms of this Declaration shall control.

#### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

##### 4.1 Membership.

(a) General. Every Owner of a Lot, including Developer and any Subdivision Developer, is a member of the Association and is entitled to one (1) membership for each Lot owned. Each such membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title, whereupon the membership of the previous Owner automatically terminates. Except as hereinafter provided regarding Developer and Subdivision Developers, membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot; provided however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

(b) Developer. The Developer is also a member of the Association as to all Unassigned Developer Residential Units. As Developer assigns or conveys to Subdivision Developers the right to develop Lots and Residential Units within the Property, or conveys Lots to Owners other than Subdivision Developers, Developer shall from time to time (but not less frequently than annually) deliver to the Association a certificate signed by Developer stating: (i) the then maximum number of Residential Units permitted by the PUD Ordinance; (ii) the number of Permissible Residential Units with reference to which Developer has specifically assigned or conveyed its development rights to Subdivision Developers; (iii) the number of Lots Developer has conveyed to Owners other than Subdivision Developers; and (iv) the remaining number of Unassigned Developer Residential Units.

(c) Subdivision Developer. Prior to the recordation of a plat covering a portion of the Property owned by a Subdivision Developer, each Subdivision Developer shall be a member of the Association as to the lesser of: (i) all Permissible Residential Units with reference to which Developer has specifically assigned or conveyed its development rights, or (ii) the number of Lots within the portion of the Property owned by the Subdivision Developer approved for development by the governmental authorities having jurisdiction over such matters.

4.2 Classification. The Association has two classes of voting membership:

(a) Class A. So long as there is Class B membership, Class A Members are all Owners except Developer. Class A Members are entitled to one (1) vote for each Lot owned. In addition, prior to the recordation of a plat covering a portion of the Property owned by a Subdivision Developer, a Subdivision Developer is entitled to one (1) vote for the lesser of: (i) all Permissible Residential Units with reference to which Developer has specifically assigned or conveyed its

development rights; (ii) the number of Lots within the portion of the Property owned by the Subdivision Developer approved for development by the governmental authorities having jurisdiction over such matters. Upon termination of Class B Membership, Class A Members are all Owners, including Developer with Developer being entitled to one (1) vote for each Unassigned Developer Residential Unit plus one (1) vote for each Lot owned by it.

(b) Class B. The Class B Member is Developer who is entitled to three (3) votes for each Lot owned and three (3) votes for each Unassigned Developer Residential Unit. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (i.e. when Developer has sold and transferred seventy five percent (75%) of the total number of Lots in the Cimarrone PUD to Owners other than Developer or Subdivision Developers); or (ii) seven (7) years from the original recording date of the Declaration, if within such seven (7) year period Developer has not recorded any plat(s) for Additional Lands and added such Additional Lands to the Property by Supplemental Declaration hereto; or (iii) February 9, 2005.

4.3 Co-Ownership. If more than one Person holds the record title to any Lot or Residential Unit, all such Persons are members but only one vote may be cast with respect to such Lot or Residential Unit, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the Secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot or Residential unit is held by husband and wife, either co-owner is entitled to cast the vote for such Lot or Residential Unit unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

4.4 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 Developer, so long as Developer is a member of the Association. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association will also 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. The Declaration, Articles, and By-Laws must be available for inspection by any owner or the Developer at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

4.5 Extraordinary Action. The Articles provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the members. In addition, any such action shall require the written approval of the Developer for so long as the Developer is a Member of the Association.

4.6 Amplification. The members of the Association shall select 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 Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Developer or the Owners set forth in this Section. Developer intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. However, if any such conflict necessarily results, Developer intends that the provisions of this Declaration shall control.

#### ARTICLE V RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

##### 5.1 The Common Area.

(a) General. Subject to the rights of the Developer and the Owners, as set forth in this Declaration, the Association has exclusive management and control of the Common Areas, and all the improvements, fixtures furnishings, equipment, and other related personal property located thereon. The Association shall keep the foregoing in a safe, clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Areas commence upon substantial completion of each facility located thereon and include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work, and any replacements or additions thereto made in accordance with the provisions of the Legal Documents.

(b) Insurance. The Association shall keep the improvements located on the Common Areas, including fixtures and personal property of the Association insured to the maximum insurable replacement value, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as the improvements on the Common Areas, including vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood area and flood insurance is available under the National Flood Insurance Program. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors, but not less than \$1,000,000 for bodily injury and property damage for any single occurrence. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any owner because of unintentional acts or omissions.

##### 5.2 Other Maintenance.

(a) Unit Exterior and Lot Maintenance. If an Owner of any Lot shall fail to maintain, repair, or restore the exterior of his Lot or Residential Unit, including the landscaping and any portion of the Subdivision Boundary Fence located thereon, and the shoreline of the lake adjacent to or within his Lot (if his Lot is a Lakefront Lot), in the manner required by the Legal Documents

within thirty (30) days following notice by the Association hereunder specifying the maintenance or repair item, then the Association shall have the right but not the obligation, through its agents and employees, to enter upon the Lot and to perform such repair, maintenance, or restoration. The cost of such exterior maintenance shall be specifically assessed to the Owner of the Lot or Residential Unit and shall become due and payable in all respects, together with interest, fees and costs of collection, as provided for other assessments of the Association. Additionally, the Association shall have a lien for all unpaid costs and interest against the Lot or Residential Unit, and such costs and interest shall be the personal obligation of the Person who owned the Lot at the time the notice was given by the Association, in the same manner as herein provided for other assessments of the Association.

(b) Lake Maintenance. The Association shall maintain the lakes within the Property, notwithstanding that a portion of any lake may be located within one or more Lots. Subject to the rights of the Developer, St. Johns County, and other 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, fish, reptiles, waterfowl and animals within the lakes. The provisions of this subparagraph do not supersede the provisions of Article VII hereof that require Lakefront Lot Owners to maintain the lake shoreline located adjacent to their Lots.

(c) Surfacewater Maintenance. The Association shall operate and maintain the surfacewater management system that has been installed as part of the Work pursuant to any applicable permits issued by the Florida Department of Environmental Regulation, the St. Johns River Water Management District, and the U. S. Corps of Army Engineers including all lakes, littoral areas, retention areas, underdrains, culverts and filtration systems. If the Association is dissolved, the property consisting of the surfacewater management system that is located on the Common Areas shall be conveyed to an appropriate agency of local government, and those portions of Lots on which are located parts of the surfacewater management system shall be subject to easements to such agency of local government to operate and maintain the surfacewater management system. If the conveyance is not accepted by the local government agency, then the surfacewater management system must be conveyed to a non profit corporation similar to the Association. Any modification of the Common Areas that would adversely affect the surfacewater management system must have the prior approval of the St. Johns River Water Management District.

(d) Liability. Neither the Developer nor the Association shall be liable to any Owner, guest or occupant in connection with damages, costs or causes of action relating to any Lake or the stormwater management system, and each owner hereby releases the Developer and the Association from any such liability.

(e) Landscaping and Signage. The Association shall maintain all landscaping, signage and grassed areas located in public rights-of-way or at

entranceways to subdivisions within the Property, or on lift station sites or other utility parcels within the Property, except portions to be maintained by third parties under a separate agreement or by owners under the provisions of Article VII hereof. The Association shall also maintain signage within the Property identifying the Cimarrone PUD and the various subdivisions therein.

**5.3 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 other personnel as the Board of Directors determine are necessary, convenient, or desirable for the proper operation of the Property or the 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. The Board of Directors may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's Regulations.

**5.4 Rules and Regulations.** The Association from time to time may adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of the Property so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents. No Owner or other Person occupying any Lot, or any invitee, shall violate the Association's Rules and Regulations for the use of the Property, and at all times shall do all things reasonably necessary to comply with the Rules and Regulations. The validity of the Association's Rules and Regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The Rules and 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 or rescinded by a majority of both classes of membership present and voting at any regular or special meeting convened for such purpose. No regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, or otherwise interfering with the scope or enforcement of any restriction imposed on the Property by this Declaration will be valid without the written approval of the Developer. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and opportunity to be heard, in person or through representatives of the Owner's choosing.

**5.5 Implied Rights.** The Association, or the Board of the Association, may exercise any right, power, or privilege given to it expressly by the Legal 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.

**5.6 Access by Association.** The Association has a right of entry onto each Lot (but not into the Residential Unit located thereon) to the extent reasonably necessary to exercise any right granted, or to discharge any duty imposed by the Legal Documents, or for any other purpose reasonably related 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 upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No Owner arbitrarily shall withhold consent to entry by the Association for the purposes herein set forth. The Association's right of entry may be exercised by its agents, employees, contractors, and managers.

5.7 Restriction on Capital Improvements. All capital improvements to the Common Areas, except for replacement or repair of those items installed as part of the Work, and except for personal property related to the Common Areas, must be approved by the Developer for so long as there is Class B Membership and, upon termination of Class B Membership, then by a majority of the Class A Members present in person or by proxy voting at a meeting duly convened for such purpose, which meeting may be an annual or special meeting of the members of the Association.

5.8 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 VI COVENANTS FOR ASSESSMENTS

6.1 Assessments Established. For each Lot, and to the extent a portion of the Property has not been platted, for each Permissible Residential Unit within the Property, Developer covenants, and each Subdivision Developer and Owner by acceptance of a deed or other conveyance of record title to any portion of the Property, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- (a) An annual maintenance assessment, as defined in paragraph 6.2 and
- (b) Special assessments, as defined in paragraph 6.3; and
- (c) Special assessments for property taxes levied and assessed against the Common Areas, as defined in paragraph 6.4; and
- (d) Specific assessments against a particular Lot or Residential Unit that are established pursuant to any provisions of the Legal Documents, as provided in paragraph 6.5; and
- (e) All excise, sales, or use taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

#### 6.2 Annual Maintenance Assessments.

(a) General. The annual maintenance assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property, and for the operation, management, maintenance, repair, renewal and replacement of the

Common Areas and other portions of the Property to be maintained by the Association (including maintenance of adequate reserves), the payment of taxes and insurance, and for the performance of the Association's duties under the Legal Documents. The annual assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law.

(b) Amount.

(i) Until January 1, 1990, the annual maintenance assessment shall be Four Hundred Dollars (\$400.00) for each Lot, and Permissible Residential Unit, payable in advance in one annual installment, prorated based upon the month of closing of the sale of the Lot to an Owner.

(ii) Commencing with the fiscal year beginning January 1, 1990, the Board of Directors, at its annual meeting immediately preceding such date, and effective as of each respective January 1 thereafter, shall set the amount of the maximum annual maintenance assessment for the following year for each Lot, and Permissible Residential Unit, provided that the maximum annual maintenance assessment may not be increased more than fifteen percent (15%) above the maximum annual maintenance assessment for the previous year unless approved by the Developer for so long as there is Class B Membership and, upon termination of Class B Membership, then by a majority of the Class A Members present in person or by proxy voting at a meeting duly convened for such purpose, which meeting may be an annual or special meeting of the members of the Association. The amount of the annual maintenance assessment shall be fixed by the Board of Directors for each fiscal year and shall be payable in advance in one or more installments as determined by the Board of Directors without interest or late charge so long as more than thirty (30) days delinquent. In the absence of Board action, the annual maintenance assessment then in effect will continue for the next fiscal year.

(c) Commencement of Annual Assessment. The annual assessment begins as to each Lot within the Property on the first day of the month following the date of conveyance of the Lot to an Owner other than Developer or a Subdivision Developer, and as to each Permissible Residential Unit, on the first day of the month following assignment or conveyance of Permissible Residential Units to a Subdivision Developer. If the operation of this Declaration is extended to the Additional Lands, as provided herein, then the annual assessment against Lots or Permissible Residential Units within each such extension begins in the same manner as set forth above. The first annual assessment against any Lots, or Permissible Residential Units shall be prorated according to the number of months then remaining in the fiscal year.

(d) Working Capital Fund. The Association shall establish a working capital fund to provide for unforeseen expenditures and which will be funded as set forth in this subparagraph. Upon the initial transfer of title of a Lot to an Owner other than the Developer or a Subdivision Developer, the transferee shall pay to the Association a one-time working capital contribution equal to two (2) months of the then current annual maintenance assessment. This capital contribution shall not be considered as an advance payment of the annual maintenance assessment. Each Subdivision Developer agrees to collect the working capital contribution at the

closing of the sale to such Owner and to promptly pay the same to the Association.

**6.3 Special Assessments.** The Association may levy special assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, including the expense of performing for any delinquent Owner the obligations of such Owner as provided in Paragraph 5.2 hereof, or the cost of any purchase of additional real property for the use and benefit of the Association or the Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Areas; provided that such assessment is approved by the Developer for so long as there is Class B Membership and, upon termination of Class B Membership, then by a majority of the Class A Members present in person or by proxy voting at a meeting duly convened for such purpose, which meeting may be an annual or special meeting of the members of the Association.

**6.4 Property Taxes.** The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes, if any, levied on the Common Areas, and shall assess each Owner for his prorata share of such costs as provided in paragraph 6.1 hereof. At the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice, or all or any portion thereof may be assessed as a part of the annual maintenance assessment described above. Each year the Board shall determine, within forty-five (45) days after receiving notice of the amount of taxes due, whether such assessment shall be levied, and its amount.

**6.5 Specific Assessments.** Any indebtedness of an Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such owner's Lot, or arising by reason of any owner's failure to properly maintain those portions of the exterior of his Lot and Residential Unit as herein provided, also may be assessed by the Association against the Owner's property after the Owner fails to pay it when due and the default continues for thirty (30) days after written notice.

**6.6 Uniformity of Assessments.** The annual maintenance assessment and any special assessments for the Common Areas must be uniform throughout the Property, except that for so long as there is Class B Membership, Developer may be excused from payment of the annual maintenance assessment against any Lot or Permissible Residential Unit owned by Developer which is not being occupied as a residence; provided, however, that Developer shall have agreed to fund the deficits, if any, between the aggregate amount assessed Class A members and Developer, and the total expenses of the Association during the applicable period. Developer shall be obligated to fund such deficits only as they are actually incurred by the Association. The Developer shall cease to pay any portion of the deficit of the annual operating expenses of the Association under the provisions of this paragraph when Developer is no longer entitled to elect a majority of the Board of Directors of the Association. Thereafter, Developer shall pay its pro-rata share of the annual maintenance assessments for each Lot or Permissible Residential Unit owned by Developer. This provision is not and shall not be construed as a guaranty

or representation as to the level of assessment imposed under the provisions of this Article, except where otherwise specifically set forth herein. Upon transfer of title of a Developer owned Lot, or Permissible Residential Unit, the Lot, or Permissible Residential Unit shall be assessed in the applicable amount then payable by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title.

6.7 Certificate of Payment. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether applicable assessments have been paid and, if not, its 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 is binding on the Association as of the date of issuance.

6.8 Lien for Assessments. All sums assessed to any Lot or Permissible Residential Unit, together with interest, late charges and all costs and expenses of collection, including reasonable attorneys' fees, shall become a lien on such Lot, or as to Permissible Residential Units, other lands owned by the Owner or Subdivision Developer within the Property, in favor of the Association upon the recording of a claim of lien signed by an officer of the Association. The Association may record a claim notice of lien against any Lot or other property when any assessment is more than 30 days delinquent. Each such assessment, together with interest, late charges and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot or Permissible Residential Unit when the assessment fell due. The personal obligation for delinquent assessments does not pass to an Owner's successors in title, unless assumed expressly in writing.

#### 6.9 Remedies of the Association.

(a) Personal Obligation. Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the maximum lawful rate from time to time permitted under the laws of the State of Florida. In addition, each assessment not paid within thirty (30) days after its due date shall be subject to a late fee of Twenty Dollars (\$20.00) to compensate the Association for the additional expenses incurred as a result of the delinquency. The Association may bring an action at law against any Owner or Subdivision Developer personally obligated to pay such assessment, or foreclose its lien. To owner or Subdivision Developer may waive or otherwise escape liability for the Association's assessments by nonuse of the Common Areas or by abandonment of such Person's property, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

(b) Foreclosure. The Association's lien may be enforced by judicial foreclosure by the Association 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 or Subdivision Developer is required to pay all

costs and expenses of foreclosure, including reasonable attorneys' fees, and any assessments that become due during the period of foreclosure. All such costs and expenses, interest, late fees, and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale or to acquire such property by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such property as an owner, but for purposes of resale only.

6.10 Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner is deemed to acknowledge that the assessments established by this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

6.11 Subordination of Lien. The lien for the assessments established by this Article is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot, or other lands within the Property does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners and Subdivision Developers (including the foreclosing first mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot, or other land from liability for assessments thereafter becoming due, or from the Association's lien rights. The Association shall report to any First Mortgagee any assessments remaining unpaid for more than 60 days and shall give such First Mortgagee thirty (30) days within which to cure such delinquency before instituting foreclosure proceedings, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the property encumbered and stating the address to which notices shall be given. This provision shall not be construed to impose upon the First Mortgagee any duty to collect assessments.

6.12 Limitation. Notwithstanding the provisions of this Article establishing assessments with reference to Permissible Residential Units, the number of Permissible Residential Units for which Developer or any Subdivision Developer may be obligated to pay assessments shall not exceed the number of memberships and votes allocated to the Developer or the Subdivision Developer for Permissible Residential Units.

## ARTICLE VII MAINTENANCE, REPAIR AND RECONSTRUCTION

### 7.1 Maintenance

(a) General. Each Owner, at his expense, shall maintain in good order and repair and keep in an attractive condition at all times all portions of his Lot and Residential Unit, including without limitation, the roof, gutters, downspouts, exterior building surfaces, all portions of privacy fences within the Lot, (including the Subdivision Boundary Fence, if any), all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and

heating units, driveways and any other equipment, structures, improvements, additions, or attachments located on the Lot. Each owner shall also maintain the lawn and other landscaped portions of his Lot and that portion of the public right-of-way and Common Areas, if any, located between his Lot line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, watering and edging. All Owners of Lakefront Lots shall keep the shoreline of the lake abutting or within their Lot in a clean, neat and orderly condition, free from all litter and debris. Each Owner of a Lakefront Lot shall, at his expense, maintain the Lot so that the grass, planting or other lateral support of the embankments shall prevent erosion of the embankments. No Owner shall, directly or indirectly, change or alter the height, grade or contour of the embankments without the prior written consent of the Board and the A.R.C. No trash, garbage, rubbish, debris or refuse shall be placed on or allowed to accumulate on any Lot. Vacant Lots must also be kept free of litter, debris and nuisances. The foregoing obligations include any maintenance, repair, or replacement required by the occurrence of any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot in an attractive condition. Each Owner shall promptly perform any maintenance or repair requested by the Association and shall be liable for all direct loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice to such Owner specifying the items of maintenance or repair. Failure to properly maintain a Lot or Residential Unit shall permit the Association to perform such maintenance as provided in Paragraph 5.2 hereof, and to levy assessments to recover the cost thereof.

(b) Other Associations. If there has been created an owners association responsible for the maintenance of Lots or Residential Units within a portion of the Property, then to the extent applicable, that association shall also be deemed to be the Owner for purposes of foregoing maintenance obligations, but the foregoing shall not be deemed to relieve the individual Owner of responsibility or liability for such items.

7.2 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements within the Property, the owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one (1) year and in accordance with the provisions of this Declaration. All debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction. Owners shall comply with the provisions of Article VIII hereof whenever repairing or rebuilding damaged improvements.

7.3 Subdivision Developer. To the extent applicable, each Subdivision Developer shall comply with the provisions of this Article as to any portion of the Property owned by the Subdivision Developer that has not been platted or upon which Residential Units have not been created.

ARTICLE VIII  
ARCHITECTURAL CONTROL

8.1 Purpose. In order to preserve and enhance the natural beauty and aesthetic design of the Property, to promote the value of the development, and to ensure that individual residences reflect overall design objectives within an evolving community, the Property is made subject to the following restrictions in this Article VIII, and to the terms and conditions of the Cimarrone Architectural Guidelines and Policies, as such may be amended from time to time, and every Owner agrees to be bound thereby.

8.2 Architectural Review Committee. The Developer shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural Review Committee, (the "A.R.C.") composed of three (3) or more persons who need not be Owners. The A.R.C. may retain the services of an architect (the "Professional Advisor") to assist the A.R.C. in the performance of its duties under the Legal Documents. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee members. The Developer shall retain the right to appoint the A.R.C. members until the first to occur of: (a) the sale by Developer of all the Permissible Residential Units in the Property and the Additional Lands or (b) February 9, 2005. Thereafter the Board of Directors of the Association shall appoint the A.R.C. members. Any references in the Legal Documents to architectural approval by the Association shall be deemed to require the approval of the A.R.C. No member of the committee shall be entitled to compensation for services performed, except that the Professional Advisor, if any, shall be paid a uniform reasonable fee approved by the Board of Directors of the Association, plus any actual expenses incurred in the performance of their duties. The fee and an estimation of expenses shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

8.3 A.R.C. Authority. Unless the Developer is designated by this Declaration to regulate a particular item, the A.R.C. has full authority to regulate the use and appearance of the exterior of the Property to: (a) assure harmony of external design and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Property as a residential community; and (c) maintain compatibility of external appearance among the improvements located on the Property. The power to regulate includes the power to prohibit, refuse and deny approval of any plans on any grounds, including purely aesthetic grounds, and to require the removal of (when constructed without A.R.C. approval), those exterior structures, improvements, appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The A.R.C. may adopt, rescind, and amend the Cimarrone Architectural Guidelines and Policies and reasonable rules and regulations in connection with the foregoing; provided, however, that such rules and regulations: (i) shall be consistent with the provisions of the Cimarrone Architectural Guidelines and Policies and this Declaration; and (ii) if the Board of Directors has not constituted itself as the A.R.C., shall have been approved by the Board of Directors before taking effect. Violations of the A.R.C.'s Architectural Guidelines and Policies or rules and regulations shall be enforced by the Board of Directors in the name of the Association.

**8.4 A.R.C. Approval.** Except for all construction relating to the Work, items installed by Developer or a Subdivision Developer as part of the Work, or any other activity conducted by or on behalf of the Developer, the A.R.C.'s prior approval is required for any and all construction or reconstruction of improvements of any nature whatsoever, including, without limitation, any building, paved area, fence, wall, exterior addition, exterior alteration (including color), mailbox, or other outbuilding, improvement or structure, unless the structure, use, or activity is expressly permitted by the A.R.C.'s promulgated Architectural Guidelines and Policies or rules and regulations.

**8.5 Applications.** All applications to the A.R.C. must be accompanied by a detailed and complete plans and specifications showing the site plans, floor plans, landscaping plans, type, shape, color, specifications, dimensions, elevations, materials and location of the proposed structures or improvements and shall be addressed to the Association and mailed certified or registered mail, return receipt requested, or delivered by hand in exchange for a signed receipt acknowledging delivery. The A.R.C. may request submission of such additional information and materials as it deems necessary, in its sole judgment, for review prior to approval or disapproval. If the A.R.C. does not approve or disapprove any application within thirty (30) days after receipt by the A.R.C. of the plans and specifications and any additional information and materials requested by the Board, the A.R.C.'s approval will be deemed given as to all Persons without knowledge of any violation of the Legal Documents. In all other events, the A.R.C.'s approval must be in writing.

**8.6 Inspection; Escrow; Fees.** The A.R.C. or its designee may inspect the construction after completion to assure compliance with the approved plans and specifications and shall, if requested, issue a certificate of compliance if the improvements substantially comply with the approved plans and specifications and any non-compliance does not materially violate the provisions of this Declaration. If the A.R.C. refuses or is unable to issue a certificate of compliance, then it shall report to the Board of Directors and the owner specifying the matters of non-compliance. The Board of Directors shall consider the matters of non-compliance and shall afford the affected Owner or its representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive either excusing the non-compliance or requiring the Owner to correct the non-compliant items. The A.R.C., in its sole discretion, may require that an Owner place in escrow with the A.R.C. an amount in cash or letter of credit not to exceed Ten Thousand and No/100 Dollars (\$10,000.00), which, if cash, shall be invested so as to earn interest. The amount in escrow shall be held to assure the satisfactory completion of all improvements, including landscaping, according to the plans as approved by the A.R.C. within the time period provided herein, including any extensions allowed by the A.R.C. In the event such improvements are not satisfactorily completed, the A.R.C. may present the letter of credit for payment or withdraw any cash sums from escrow, including interest earned thereon, and expend the same as necessary to effect the proper completion of the improvements and to cover any administrative costs it may incur in this regard. The remaining amount in escrow after completion of the improvements to the satisfaction of the A.R.C. shall be paid to the Owner.

The A.R.C. shall establish a fee sufficient to cover the expense of reviewing plans and related data and compensate any consulting architects, landscape



architects, or inspectors, retained in accordance with the terms hereof. The A.R.C. or Board of Directors shall have the right to increase this amount from time to time.

8.7 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association, neither the Developer, the A.R.C. members, the Board of Directors, the Professional Advisor nor the Association shall be liable to an Owner or to any other Person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other Person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether given, granted or withheld.

## ARTICLE IX THE CLUB

9.1 Club Ownership and Control. The Club and the Club Property are entirely owned and controlled by Developer which may transfer all or any part of them, or either of them, as it wishes, subject to whatever terms, conditions, provisions, qualifications and limitations as Developer, at its sole discretion, requires or stipulates. All revenue or other benefits of the Club inure solely to the benefit of the Developer, its successors and assigns. The Club and the Club Property are not Common Areas. Neither the Association nor any member of the Association has any right to use Club or the Club Property except as members in the Club and then their rights shall be governed by the Club Documents.

9.2 Club Membership. Membership in the Club is governed by the Club Documents.

9.3 Club Charges. Club Dues and other Club Charges are governed by the Club Documents.

There shall be no lien rights on an Owner's lot relating to non-payment of Club Dues and Club Charges. The penalty to Owners for non-payment of Club Dues and Charges shall be termination of their Club membership and all privileges to use the golf course and Club facilities, expulsion from the Club, plus such other remedies as are enacted by Developer or are as provided in the Club Documents. Once expelled, a Lot Owner may be denied readmission to the Club in the discretion of Developer or as otherwise stated in the Club Documents, or if readmitted, a full reinstatement membership fee must be paid by said Lot Owner, as more specifically provided in the Club Documents and Rules and Regulations or the Developer may impose whatever other conditions it wishes for readmission. The obligation to pay Club Charges shall begin as specified in the Club Documents.

## ARTICLE X OPERATION AND EXTENSION

10.1 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. Developer or any person to

whom Developer has assigned its rights to develop the Additional Land may execute and record such an amendment or amendments without the consent or joinder of any Owner, Subdivision Developer, the Association, or any other Person. The provisions of this Declaration then 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 ten (10) years from the date this Declaration is recorded, then the Developer, its successors or assigns shall no longer have the right to extend the provisions of this Declaration as provided in this Article.

10.2 Other Extensions. The extension of the provisions of this Declaration to any lands other than the Additional Lands requires the approval of the Developer for so long as there is Class B Membership and, upon termination of Class B Membership, then by a majority of the Class A Members present in person or by proxy voting at a meeting duly convened for such purpose, which meeting may be an annual or special meeting 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 interests 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.

10.3 Allocation of Permissible Residential Units. Any amendment of this Declaration extending the provisions of this Declaration to all or part of the Additional Lands may also designate the maximum number of Permissible Residential Units allocated to those lands by the Developer.

## ARTICLE XI GENERAL PROVISIONS

### 11.1 Enforcement.

(a) Rights of Developer and Association. Developer reserves the right, but shall not be obligated, for the Developer or the Association, following twenty (20) days written notice to the Owner of any portion of the Property specifying a violation of the Legal Documents, to enter upon such property to correct any violation of the Legal Documents or to take such other action at the expense of the Owner as Developer or the Association deems necessary to enforce these covenants and restrictions and correct and abate the violation. The owner of such property shall pay Developer or the Association on demand the actual cost of such enforcement plus twenty (20%) percent of the cost of performing the enforcement. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum lawful rate of interest from the date of demand. Developer or the Association may, at its option, bring an action at law against such owner personally obligated to pay the same, or upon giving the Owner ten (10) days written notice of an intention to file a claim of lien against a Lot, may file and foreclose such lien. Any entry, correction, abatement or other action undertaken by the Developer or the Association pursuant hereto shall not be deemed a trespass and shall not make the

Association responsible or liable in any way for damages relating thereto or on account thereof.

(b) Legal Proceedings. The Developer, Subdivision Developers, the Association, or any owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents, including without limitations, proceedings for injunctive relief. If any Owner obtains the enforcement of any provision of the Legal Documents against any Owner other than Developer, Subdivision Developer, or the Association or if the Association, a Subdivision Developer, or the Developer is the Prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, then such prevailing party may recover all costs and expenses, including reasonable attorneys' fees incurred at trial and in appellate proceedings from the non-prevailing party. In no event may such costs and expenses be recovered against the Association unless otherwise provided by Law. If the Association is the prevailing party against any Owner or Subdivision Developer, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Lot or other property owned within the Property, as provided in Article VI. 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.

(c) No Waiver. Failure by the Developer, Subdivision Developer, the Association or by any Owner to enforce any covenant, restriction, Rule or Regulation will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create any liability for the Developer, Subdivision Developer or the Association to any Owner or any other Person.

11.2 Term and Renewal. 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 be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, representatives, and assigns and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Developers, the Association or any Owner, their respective heirs, successors, representatives, and assigns, for a period of forty (40) years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten (10) years each, unless sixty-seven percent (67%) of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six (6) months immediately preceding the beginning of any renewal period.

### 11.3 Amendment.

(a) Developer. The Developer may amend this Declaration for any reason on its own motion from the date of original adoption until termination of Class 3 Membership. Additionally, for so long as Developer is a member of the Association, all amendments must be approved by Developer in writing. Notwithstanding the foregoing, the Developer reserves and shall at all times have the sole right without the joinder or consent of any Subdivision Developer,

Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency, institutional First Mortgagee, or other Person willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot (including the Federal National Mortgage Association, Veterans Administration, and the Federal Housing Authority); or (ii) to amend this Declaration or the other Legal Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents or any Plats; or (iii) to include in any contract, deed, or other instrument, any additional covenants, restrictions or easements applicable to any particular Lot or other part of the Property; or (iv) to release any Lot from any provision of this Declaration which may have been violated if the Developer, in its sole judgment, determines such violation to be non-material. Any amendment or addition to this Declaration shall conform to the general purposes and standards of the provisions hereof.

(b) Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by an affirmative vote of not less than sixty-seven percent (67%) of all Owners at a duly called and convened meeting of the Association, and shall be evidenced by a certificate signed by a majority of the board of Directors with the formalities from time to time required of a deed under the laws of the State of Florida and which certifies that the requisite vote was obtained at the duly called and convened meeting of the Association. No amendment shall be effective until recorded.

11.4 Other Approvals. All of the following actions require the prior approval of the Developer (for so long as Developer is a member of the Association), the holders of sixty-seven percent (67%) of the First Mortgages within the Property, and, as the same may be required while there is a Class B membership, the Federal Housing Authority, the Veterans Administration and the United States Department of Housing and Urban Development: (a) amendment of the Articles or of this Declaration, except as expressly provided in Article IX and in subparagraph (a) of the last preceding paragraph; and (b) alienation or encumbrancing of all or any portion of the Common Areas, except as permitted under Article II of this Declaration; (c) the merger, consolidation, or dissolution of the Association; and (d) the annexation of Additional Lands or the extension of the provisions of this Declaration to lands other than the Additional Lands.

11.5 Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where an improvement has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the improvement encroaches upon any easement area or the Common Areas or otherwise violates or would violate any provision of this Declaration, Developer reserves for itself the right to release the encroachment or violation and to grant an exception to permit the encroachment or violation by the structure without the consent or joinder of any Person irrespective of who owns the affected lands, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not unilaterally and adversely affect the health and safety of Owners, the value of adjacent Lots, and the overall appearance of the Property. Upon granting

of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected property.

**11.6 Rights of First Mortgagees.** Any First Mortgagee and insurers or guarantors of First mortgages have the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Rules and Regulations and the books, records, and financial statements of the Association; and

(b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charges to defray its cost incurred in providing such copies; and

(c) Meetings. To designate a representative to attend is all meetings of the membership of the Association, who titled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

(d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (ii) any 60 day delinquency in the payment of assessments or charges owed by the Owner of any Lot encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

**11.7 Provisions Inoperative as to The Work.** Nothing contained in this Declaration shall be interpreted, or enforced to prevent Developer, or its contractors, subcontractors, agents, employees, successors or assigns, or a Subdivision Developer to whom developer has expressly assigned its rights under this subparagraph, from doing or performing on all or any part of the Property owned or controlled by Developer or the Subdivision Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work. The foregoing includes the right for Developer and any Person designated by Developer in writing to: (a) construct and use signs, construction trailers, or buildings, model units, design centers, and offices for sales and resales of Lots and Residential Units; and (b) remove trees and other vegetation when constructing streets, utilities facilities, lakes and drainage systems within the Property.

**11.8 Assignment.** Developer may assign to any Person, including Subdivision Developers, all or some of the rights, privileges and exemptions granted herein to Developer in connection with the ownership, use, or development of a portion of the Property, including by way of example, the rights, privileges and exemptions described in paragraph 11.7 hereof. Any such assignment shall be non-exclusive unless otherwise noted, and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Developer.

**11.9 Severability.** Invalidation of any 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, that 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 Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

**11.10 Notices.** Any notice required to be sent to any Owner or the Developer 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.

**11.11 Disclaimers as to Water Bodies.** Neither the Developer, Association nor any of their affiliates, successors, assigns, officers, directors, committee members, employees, management agents, contractors or subcontractors (collectively, the "Listed Parties") shall be liable or responsible for maintaining or assuring the water quality or level in any lake, pond, canal, creek, stream or other water body adjacent to or within the Property, including without limitation, the Common Areas, except as such responsibility may be specifically imposed by applicable governmental or quasi-governmental agency or authority. Further, all owners and users of any portion of the Property located adjacent to or having a view of any of the aforesaid water bodies shall be deemed, by virtue of their acceptance of the deed to or use of such Property to have agreed to hold harmless the Listed Parties for any and all changes in the quality and level of the water in such bodies.

**11.12 Alligators.** All persons are hereby notified that from time to time alligators and other wildlife may habitat or enter into water bodies within the Property and may pose a threat to person, pets and property, but that the Listed Parties are under no duty to protect against, and do not in any manner warrant against any death, injury or damage caused by alligators or other wildlife.

**11.13 Banks and Slopes.** All persons are hereby notified that lake banks and slopes within certain areas of the Property may be steep and that depths near shore may drop off sharply. By acceptance of a deed to or use of, any Lot within the Property, all owners or users of such Property shall be deemed to have agreed to hold harmless the Listed Parties from any and all liability or damages arising from the design, construction, or topography of any lake banks, slopes or lake bottoms located therein.

IN WITNESS WHEREOF, Developer has executed this Declaration the date first stated above.

Emory Hagler Jr.  
 Print Name: Emory Hagler, Jr.  
Ramona E. Hoskins  
 Print Name: Ramona E. Hoskins

CORDELE PROPERTIES, INC.

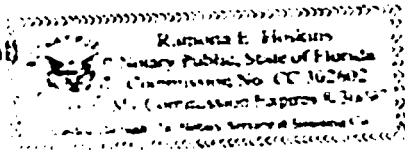
Its: James L. B.

STATE OF FLORIDA  
 COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 29 day of January, 1996 by James C. LARAY the President of Cordele Properties, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me x or has produced \_\_\_\_\_ as identification.

Ramona E. Hoskins  
 Notary Name: Ramona E. Hoskins  
 Notary Public, State of \_\_\_\_\_  
 Commission No. \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

(Notary Seal)



Captain Being the property of the City of Orlando, Florida, and County of Orange, Florida, being more particularly described as follows:

A portion of Sections 12 and 14, Township 3 South, Range 17 East, 22. John's County, Florida, being more particularly described as follows: Section 12 at the intersection of the westerly line of said Section 14, with the centerline of State Road No. 3-210, a 100 foot right-of-way as now established; thence North  $47^{\circ}26'30''$  East along said centerline, 190.11 feet to a point; thence North  $42^{\circ}31'30''$  West, 50.55 feet to a point on the northwesterly right-of-way line of said State Road No. 3-210; thence the following three (3) courses and distances along said northwesterly right-of-way line: Course No. 1: thence North  $47^{\circ}26'30''$  East, 1659.71 feet to a point of curvature; Course No. 2: thence Northwesterly along the arc of a curve concave Southeasternly and having a radius of 371.49 feet, an arc distance of 296.61 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $60^{\circ}28'45''$  East, 331.20 feet; Course No. 3: thence North  $73^{\circ}31'00''$  East, 1074.88 feet to the point of curvature and the POINT OF BEGINNING; thence Northwesterly along the arc of a curve concave Northwesterly and having a radius of 30.30 feet, an arc distance of 85.32 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $74^{\circ}48'13''$  East, 75.14 feet; thence North  $33^{\circ}54'39''$  West, 16.34 feet to the point of curvature of a curve concave Southwesterly and having a radius of 125.00 feet; thence along and around the arc of said curve, an arc distance of 60.59 feet to the point of reverse curvature of a curve, said arc being subtended by a chord bearing and distance of North  $37^{\circ}47'47''$  West, 60.59 feet; thence Northwesterly along the arc of a curve concave Northeasternly and having a radius of 378.21 feet, an arc distance of 29.67 feet, said arc being subtended by a chord bearing and distance of North  $45^{\circ}26'03''$  West, 29.65 feet; thence South  $78^{\circ}11'28''$  West, 429.33 feet; thence North  $68^{\circ}43'18''$  West, 110.35 feet; thence South  $78^{\circ}16'55''$  West, 140.30 feet; thence South  $45^{\circ}13'59''$  West, 81.26 feet; thence South  $74^{\circ}45'52''$  West, 448.43 feet; thence South  $47^{\circ}33'21''$  West, 429.71 feet; thence South  $87^{\circ}47'07''$  West, 101.56 feet; thence South  $48^{\circ}40'47''$  West, 354.19 feet; thence South  $19^{\circ}23'52''$  East, 109.26 feet; thence South  $59^{\circ}01'49''$  West, 451.71 feet; thence North  $29^{\circ}11'22''$  West, 198.71 feet; thence North  $68^{\circ}45'51''$  East, 165.46 feet; thence North  $19^{\circ}35'47''$  East, 483.63 feet to a point hereinafter referred to as Reference Point No. 1; thence North  $21^{\circ}34'25''$  West, 120.94 feet to the point of curvature of a curve concave Easterly and having a radius of 387.55 feet; thence along and around the arc of said curve, an arc distance of 66.08 feet, said arc being subtended by a chord bearing and distance of North  $18^{\circ}11'23''$  West, 46.00 feet; thence North  $84^{\circ}48'55''$  West, 123.01 feet; thence North  $19^{\circ}48'27''$  East, 336.82 feet; thence North  $21^{\circ}48'37''$  East, 337.51 feet; thence North  $02^{\circ}37'00''$  West, 266.01 feet; thence North  $10^{\circ}11'29''$  West, 249.31 feet; thence North  $06^{\circ}40'58''$  West, 427.25 feet; thence North  $13^{\circ}27'33''$  West, 314.62 feet; thence North  $14^{\circ}18'50''$  West, 333.14 feet; thence North  $06^{\circ}10'28''$  West, 337.22 feet; thence North  $03^{\circ}42'16''$  East, 247.20 feet; thence North  $01^{\circ}45'47''$  West, 100.50 feet; thence North  $51^{\circ}29'24''$  East, 152.29 feet to a point lying on a curve concave Easterly and having a radius of 150.00 feet; thence along and around the arc of said curve, an arc distance of 76.23 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $18^{\circ}10'10''$  East, 75.89 feet; thence North  $25^{\circ}47'23''$  East, 150.00 feet to the point of curvature of a curve concave Southeasternly and having a radius of 150.00 feet; thence Northeasternly along and around the arc of said curve, an arc distance of 44.01 feet, said arc being subtended by a chord bearing and distance of North  $30^{\circ}17'37''$  East, 43.96 feet; thence South  $55^{\circ}13'14''$  East, 60.00 feet to a point lying on a curve concave Southeasternly and having a radius of 220.00 feet; thence Southwesterly along and around the arc of said curve, an arc distance of 34.58 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $35^{\circ}17'37''$  West, 34.54 feet; thence South  $25^{\circ}47'23''$  West, 41.65 feet; thence South  $55^{\circ}13'14''$  East, 114.66 feet; thence South  $05^{\circ}58'22''$  West, 136.35 feet; thence South  $05^{\circ}18'55''$  East, 498.30 feet; thence South  $35^{\circ}03'59''$  East, 123.72 feet; thence South  $48^{\circ}01'29''$  East, 319.20 feet; thence South  $52^{\circ}38'14''$  East, 100.72 feet; thence South  $10^{\circ}41'49''$  East, 295.19 feet; thence South  $29^{\circ}14'26''$  East, 159.00 feet; thence South  $08^{\circ}01'47''$  East, 219.55 feet; thence South  $56^{\circ}11'09''$  East, 107.43 feet to the point of curvature of a curve concave Northeasternly and having a radius of 328.39 feet; thence along and around the arc of said curve, an arc distance of 54.45 feet; said arc being subtended by a chord bearing and distance of South  $60^{\circ}56'59''$  East, 54.39 feet; thence North  $54^{\circ}42'45''$  East, 113.35 feet; thence North  $78^{\circ}46'59''$  East, 146.62 feet; thence South  $84^{\circ}17'30''$  East, 118.39 feet; thence North  $28^{\circ}39'00''$  West, 7.48 feet to the point of curvature of a curve concave Easterly and having a radius of 493.77 feet; thence along and around the arc of said curve, an arc distance of 114.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $19^{\circ}29'58''$  West, 154.22 feet; thence North  $12^{\circ}40'57''$  West, 53.51 feet to the point of curvature of a curve concave Northerly and having a radius of 328.53 feet; thence along and around the arc of said curve, an arc distance of 220.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $13^{\circ}47'53''$  East, 222.27 feet; thence North  $18^{\circ}16'43''$  East, 10.26 feet to the point of curvature of a curve concave Westerly and having a radius of 310.46 feet; thence along and around the arc of said curve, an arc distance of 442.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $02^{\circ}12'58''$  West, 405.82 feet; thence North  $42^{\circ}10'19''$  West, 95.54 feet to the

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point of curvature of a curve concave Easterly and having a radius of 132.78 feet; thence along and around the arc of said curve, an arc distance of 158.65 feet; said arc being subtended by a chord bearing and distance of North 12°23'25" West, 341.50 feet to the point of reverse curvature of a curve; thence Northerly along the arc of a curve concave westerly and having a radius of 2103.28 feet, an arc distance of 154.37 feet to the point of reverse curvature of a curve, said arc being subtended by a chord bearing and distance of North 16°17'40" East, 154.14 feet; thence Northerly along the arc of a curve concave westerly and having a radius of 25.00 feet; thence along and around the arc of said curve, an arc distance of 12.66 feet to the point of reverse curvature of a curve, said arc being subtended by a chord bearing and distance of North 10°55'25" West, 25.77 feet; thence Northwesterly along the arc of a curve concave Northeasterly and having a radius of 132.14 feet, an arc distance of 12.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 49°15'01" West, 12.43 feet; thence North 47°12'47" West, 102.55 feet to the point of curvature of a curve concave Southwesterly and having a radius of 107.14 feet; thence along and around the arc of said curve, an arc distance of 15.92 feet, said arc being subtended by a chord bearing and distance of North 49°10'47" West, 15.35 feet; thence South 62°14'41" West, 110.08 feet; thence South 71°23'08" West, 152.67 feet; thence North 28°13'09" West, 100.00 feet; thence North 61°01'51" East, 161.08 feet; thence South 42°26'47" East, 126.11 feet to the point of curvature of a curve concave Northerly and having a radius of 15.00 feet; thence along and around the arc of said curve, an arc distance of 55.35 feet, said arc being subtended by a chord bearing and distance of North 74°06'04" East, 44.71 feet; thence South 79°22'26" East, 60.00 feet to a point on a curve concave westerly and having a radius of 2113.28 feet; thence along and around the arc of said curve, an arc distance of 273.15 feet to the point of reverse curvature of a curve, said arc being subtended by a chord bearing and distance of South 14°10'52" West, 292.97 feet; thence Southerly along the arc of a curve concave Easterly and having a radius of 271.75 feet; thence along and around the arc of said curve, an arc distance of 253.95 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 12°28'25" East, 279.73 feet; thence South 41°20'19" East, 55.54 feet to the point of curvature of a curve concave westerly and having a radius of 370.46 feet; thence along and around the arc of said curve, an arc distance of 527.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 02°11'58" East, 484.25 feet; thence South 38°16'43" West, 30.26 feet to the point of curvature of a curve concave Easterly and having a radius of 168.53 feet; thence along and around the arc of said curve, an arc distance of 229.46 feet to the point of compound curvature of a curve, said arc being subtended by a chord bearing and distance of South 23°47'23" West, 279.46 feet; thence South 10°40'57" East, 33.51 feet to the point of curvature of a curve concave Easterly and having a radius of 320.24 feet; thence along and around the arc of said curve, an arc distance of 51.63 feet to the point of compound curvature of a curve, said arc being subtended by a chord bearing and distance of South 15°19'07" East, 51.53 feet; thence Southeasterly along the arc of a curve concave Northeasterly and having a radius of 182.84 feet, an arc distance of 140.42 feet to the point of reverse curvature of a curve, said arc being subtended by a chord bearing and distance of South 41°55'22" East, 136.59 feet; thence Southeasterly along the arc of a curve concave Southwesterly and having a radius of 179.37 feet to the point of reverse curvature of a curve; thence along and around the arc of said curve, an arc distance of 158.38 feet, said arc being subtended by a chord bearing and distance of South 38°37'43" East, 153.28 feet; thence Southeasterly along the arc of a curve concave Northeasterly and having a radius of 23.00 feet; thence along and around the arc of said curve, an arc distance of 33.23 feet to a point of tangency, said arc being subtended by a chord bearing and distance of South 51°14'22" East, 37.83 feet; thence South 59°18'47" East, 61.45 feet; thence South 00°12'11" West, 60.00 feet to a point lying on a curve concave Southeasterly and having a radius of 15.00 feet; thence along and around the arc of said curve, an arc distance of 53.34 feet, said arc being subtended by a chord bearing and distance of South 29°22'35" West, 43.78 feet; thence Southeasterly along the arc of a curve concave Northeasterly and having a radius of 325.00 feet; thence along and around the arc of said curve, an arc distance of 162.64 feet to the point of reverse curvature of a curve, said arc being subtended by a chord bearing and distance of South 40°15'10" East, 162.99 feet; thence Southeasterly along the arc of a curve concave Southwesterly and having a radius of 455.00 feet; thence along and around the arc of said curve, an arc distance of 762.06 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 12°59'00" East, 258.45 feet; thence South 16°19'00" East, 32.93 feet to the point of curvature of a curve concave Northeasterly and having a radius of 50.00 feet; thence along and around the arc of said curve, an arc distance of 71.56 feet to the point of tangency with said Northwesterly right-of-way line of State Road No. 3-219, said arc being subtended by a chord bearing and distance of South 61°29'00" East, 70.71 feet; thence South 71°11'00" West along said Northwesterly right-of-way line, a distance of 222.16 feet to the POINT OF BEGINNING.

O.R. 1154 PG 0465

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LESS AND EXCEPT the following described lands: A portion of said Sections 13 and 14, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at aforementioned Reference Point "A"; thence North 66°55'33" East, 50.00 feet to the POINT OF BEGINNING; thence North 79°19'13" East, 194.18 feet; thence North 39°02'13" East, 180.47 feet; thence North 16°01'13" East, 406.34 feet; thence North 78°44'26" East, 76.77 feet; thence South 64°28'53" East, 304.44 feet; thence North 81°17'13" East, 229.20 feet; thence North 22°42'18" East, 237.99 feet; thence North 26°11'09" East, 107.13 feet; thence South 22°16'12" West, 89.29 feet; thence North 27°39'40" West, 294.18 feet; thence North 23°12'25" West, 759.18 feet; thence North 34°27'06" West, 64.96 feet; thence South 44°14'04" West, 100.00 feet; thence South 18°31'06" West, 100.00 feet; thence South 12°01'57" East, 256.40 feet; thence South 76°09'45" East, 73.70 feet; thence South 69°22'14" East, 207.25 feet; thence South 50°24'06" West, 290.41 feet; thence South 32°23'01" West, 218.03 feet; thence South 66°55'33" West, 30.00 feet; thence South 23°04'23" East, 40.94 feet to the POINT OF BEGINNING.

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A PART OF SECTIONS 13 AND 14, TOWNSHIP 5 SOUTH, RANGE 17 EAST, TOGETHER WITH A PART OF SECTIONS 18 AND 19, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ALL IN ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 13 WITH THE CENTERLINE OF STATE ROAD 9-210. A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 47°26'30" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 878.10; THENCE NORTH 42°13'30" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 42°13'30" WEST, A DISTANCE OF 850.00 FEET; THENCE NORTH 48°28'45" EAST, A DISTANCE OF 401.76 FEET; THENCE NORTH 27°20'48" EAST, A DISTANCE OF 145.16 FEET; THENCE NORTH 42°20'42" EAST, A DISTANCE OF 301.04 FEET; THENCE NORTH 14°32'24" EAST, A DISTANCE OF 230.84 FEET; THENCE NORTH 16°09'48" EAST, A DISTANCE OF 400.00 FEET; THENCE NORTH 22°05'46" EAST, A DISTANCE OF 101.00 FEET; THENCE NORTH 00°40'55" WEST, A DISTANCE OF 209.47 FEET; THENCE NORTH 20°47'31" WEST, A DISTANCE OF 247.13 FEET; THENCE NORTH 05°21'05" EAST, A DISTANCE OF 158.65 FEET; THENCE NORTH 14°05'53" WEST, A DISTANCE OF 118.48 FEET; THENCE NORTH 10°27'11" WEST, A DISTANCE OF 109.77 FEET; THENCE NORTH 01°45'47" WEST, A DISTANCE OF 197.22 FEET; THENCE NORTH 15°49'47" WEST, A DISTANCE OF 526.24 FEET; THENCE NORTH 30°07'37" WEST, A DISTANCE OF 922.77 FEET; THENCE NORTH 51°55'48" WEST, A DISTANCE OF 107.70 FEET; THENCE NORTH 30°07'43" WEST, A DISTANCE OF 640.00 FEET; THENCE NORTH 09°55'26" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 24°05'22" EAST, A DISTANCE OF 550.00 FEET; THENCE NORTH 12°32'41" EAST, A DISTANCE OF 603.91 FEET; THENCE NORTH 42°55'46" EAST, A DISTANCE OF 250.05 FEET; THENCE NORTH 60°02'11" EAST, A DISTANCE OF 411.65 FEET; THENCE SOUTH 85°10'39" EAST, A DISTANCE OF 294.91 FEET; THENCE SOUTH 48°02'01" EAST, A DISTANCE OF 245.00 FEET; THENCE SOUTH 06°21'06" WEST, A DISTANCE OF 401.86 FEET; THENCE SOUTH 20°38'32" EAST, A DISTANCE OF 195.00 FEET; THENCE SOUTH 50°43'06" EAST, A DISTANCE OF 451.81 FEET; THENCE SOUTH 85°33'35" EAST, A DISTANCE OF 480.00 FEET; THENCE SOUTH 45°56'37" EAST, A DISTANCE OF 265.00 FEET; THENCE NORTH 85°42'22" EAST, A DISTANCE OF 180.62 FEET; THENCE NORTH 17°09'22" EAST, A DISTANCE OF 332.73 FEET; THENCE NORTH 57°50'52" EAST, A DISTANCE OF 413.40 FEET; THENCE SOUTH 46°34'56" EAST, A DISTANCE OF 640.18 FEET; THENCE SOUTH 47°01'54" EAST, A DISTANCE OF 671.91 FEET; THENCE SOUTH 12°34'18" EAST, A DISTANCE OF 236.01 FEET; THENCE SOUTH 31°41'27" EAST, A DISTANCE OF 611.76 FEET; THENCE SOUTH 15°46'09" EAST, A DISTANCE OF 311.81 FEET; THENCE SOUTH 23°14'59" EAST, A DISTANCE OF 537.82 FEET; THENCE SOUTH 17°20'12" EAST, A DISTANCE OF

212.07 FEET; THENCE SOUTH 00°10'22" EAST, A DISTANCE OF 3009.04 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 9-210; THENCE SOUTH 13°12'30" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3951.45 FEET TO THE POINT OF BEGINNING OF A CURVATURE OF ARC CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1011.40 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 196.83 FEET, MAKING A CENTRAL ANGLE OF 16°00'00" AND HAVING A CHORD BEARING OF SOUTH 6°29'31" WEST, AND A CHORD DISTANCE OF 393.56 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE SOUTH 47°26'30" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 646.32 ACRES, MORE OR LESS.

WENDE E. L. L. & SONS  
SURVEYORS  
TALLAHASSEE, FLORIDA

7019

In-Hand AM

Prepared by, record and return to:  
Richard G. Hathaway, P.A.  
115 Professional Drive  
Suite 101  
Ponte Vedra Beach, FL 32082

Public Records of  
St. Johns County, FL  
Clerk# 03-042400  
O.R. 1978 PG 130  
04:23PM 06/19/2003  
REC \$9.00 SUR \$1.50

**AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR CIMARRONE GOLF & COUNTRY CLUB**

This Amendment, dated as of May 16, 2003, is by **CORDELE PROPERTIES, INC.**, a Florida corporation ("Developer").

**RECITALS:**

- A. Developer is the developer of certain real property located in St. Johns County, Florida, known as the Cimarrone Golf & Country Club;
- B. By the Declaration of Covenants & Restrictions for Cimarrone Golf and Country Club, dated February 9, 1989, as recorded in Official Records Book 811, Page 0995; as amended and restated by the Amendment to and Restatement of Declaration, dated January 29, 1996, as recorded in Official Records Book 1154, Page 428 in St. Johns County, Florida current public records as thereafter supplemented and amended (as amended, restated and supplemented the "Declaration"), the Developer has submitted certain real property to the terms, provisions, restrictions, easements, covenants and conditions of the Declaration, for the benefit of all owners and for the purpose of maintaining the Property, assuring high quality standards for the enjoyment of the Property and preserving the value and desirability of the Property;
- C. Pursuant to Section 11.3 of the Declaration, Developer may amend the Declaration on its own motion until the termination of Class B Membership.
- D. Class B Membership has not terminated, and Developer wishes to amend the Declaration as specified herein.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer hereby amends the Declaration as follows:

1. **Definitions, Conflict.** Except as otherwise stated in this Amendment, defined terms used herein have the same meanings as ascribed to them in the Declaration. In the event of a conflict between the terms of this Amendment and the terms of the Declaration, then the terms of this Amendment shall supercede, prevail and control.

2. **Date Change.** The date (which is presently February 9, 2005) specified in the tenth (10<sup>th</sup>) line of Section 8.2 of the Declaration (which is contained on that page of the Declaration recorded in O.R. 1154, page 455, St. Johns County, FL public records) is hereby amended to be February 9, 2010. Accordingly, the third (3<sup>rd</sup>) sentence of said Section 8.2 now reads:

"Developer shall retain the right to appoint the A.R.C. members until the first to occur of : (a) the sale by Developer of all the Permissible Residential Units in the Property and the Additional Lands or (b) February 9, 2010."

3. **Miscellaneous.** As amended hereby, the Declaration remains in full force and effect.

Signed, sealed and delivered  
in the presence of:

Witness Name: Robert F. Hund

Witness Name: CINDY THOMAS

"Developer"

CORDELE PROPERTIES INC.

By: Patrick T. Murphy, Vice President

STATE OF FLORIDA  
COUNTY OF St. Johns

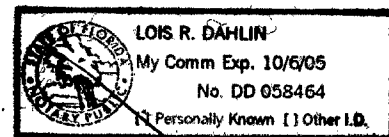
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of MAY, 2003 by Patrick T. Murphy Vice President of Cordele Properties, a Florida state corporation, on behalf of the corporation, . He is personally known to me X or has produced \_\_\_\_\_ as identification

Lois R. Dahlin

Notary Name: \_\_\_\_\_

Notary Public, State of Florida

Commission No: \_\_\_\_\_



DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR  
CIMARRONE GOLF AND COUNTRY CLUB

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made by Cordele Properties, Inc., a Florida corporation, whose address is 2690 Cimarrone Boulevard, Jacksonville, Florida 32239 ("Developer"), this 9<sup>th</sup> day of February, 1989.

ARTICLE I

INTRODUCTION, DEFINITIONS AND CONSTRUCTION

Developer is the owner of that certain real property known as CIMARRONE GOLF & COUNTRY CLUB, UNIT ONE, located in St. Johns County, Florida, and more particularly described on Exhibit "A" attached hereto (the "Property"). Developer intends to develop the Property (and any Additional Lands submitted later by Supplemental Declaration as provided hereinafter) and adjacent lands as a residential golf and country club community consisting of one or more subdivisions and recreational facilities, all of which shall be developed and maintained as part of a planned residential development. Developer hereby restricts the use of the Property and declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions made in accordance with this Declaration, shall be held, occupied, sold and transferred subject to the covenants, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof and for the purpose of maintaining the Property, assuring high quality standards for the enjoyment of the Property and preserving the value and desirability of the Property.

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:

1.1 "Additional Lands" means the lands in St. Johns County, Florida, described on Exhibit "B" attached to this Declaration, all or part of which may, in Developer's sole discretion, be added to the Property by Supplemental Declaration, and which Additional Lands added shall then be included in the term "Property" and subject to the terms of this Declaration.

1.2 "A.R.C." means the Architectural Review Committee of the Association as set forth in Article VIII hereof.

1.3 "Association" means Cimarrone Property Owners Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.4 "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.

1.5 "Cimarrone PUD" means the overall development contemplated by the Developer from time to time of those lands described in the PUD Ordinance which as currently constituted, contemplates the inclusion of 593 Residential Units within the Property and Additional Lands.

1.6 "Club" means the Cimarrone Golf & Country Club, a country club with golf course, cart paths, club facilities with snack bar and lounge, golf pro shop, and all other personal property, equipment, improvements and related recreational facilities which may be constructed on the property from time to time designated by the Developer to be a portion of the Club (collectively the "Club Property").

Prepared by and Return to:  
Bobby L. Lusk, Fletcher  
1345 San Marcos Boulevard, Suite 600  
Jacksonville, Florida 32207

1.7 "Club Association" means The Cimarrone Club, Inc., a Florida not-for-profit corporation, its successors and assigns, of which each Owner in good standing with the Club shall be a member in accordance with the Articles of Incorporation and the Bylaws of The Cimarrone Club, Inc. It is intended that the Club Association shall ultimately own, maintain and operate the Club Property, as more specifically set forth in the Club Documents.

1.8 "Club Charges" means all dues, fees, rentals, food and beverage costs and other items charged to a Member by the Club for the operation and maintenance of the Club Property and the use of the Club Property by the Owner, his family, tenants or guests, or for the purchase of services or goods provided or sold in connection with the use of the Club Property.

1.9 "Club Documents" means the Articles of Incorporation and Bylaws of the Club Association and any rules and regulations promulgated by the Club Association, as amended from time to time.

1.10 "Club Dues" means the periodic dues charged to Club Members for the operation and maintenance of the Club Property and is included in the definition of Club Charges.

1.11 "Club Members" means the Persons entitled to membership in the Club as provided in the Club Documents.

1.12 "Common Areas" means all property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. The Common Areas shall not include any Lot or any part of the Club Property.

1.13 "Common Roads" means the roads located within the Common Areas.

1.14 "Declaration" means this Declaration of Covenants and Restrictions for Cimarrone Golf & Country Club applicable to the Property, and any amendments or Supplemental Declarations filed as provided herein.

1.15 "Developer" means Cordele Properties, Inc., a Florida corporation, whose address is 2690 Cimarrone Boulevard, Jacksonville, Florida 32259, its successors and assigns of the rights and obligations of the developer under the PUD Ordinance with respect to the entire Cimarrone PUD, and all other Persons who acquire all or substantially all the undeveloped lands within the Cimarrone PUD for the purpose of development of the Cimarrone PUD or completion of the Work.

1.16 "Lakefront Lots" means all Lots adjacent to, having common boundaries with, or containing within the Lot lines, a portion of a lake within the Property.

1.17 "Law" means any statute, ordinance, rule, regulation, or order of the United States of America, or any agency, officer, or instrumentality thereof, or of the State of Florida, or any agency, officer, municipality, or political subdivision thereof, from time to time applicable to the Property or to any and all activities on or about the Property.

1.18 "Local Documents" collectively means this Declaration and any Supplemental Declaration made in accordance herewith, as amended from time to time, the Association's Articles of Incorporation (the "Articles") and the Association's By-Laws (the "By-Laws"), as the same may be amended from time to time.

1.19 "Lot" means any plot of land shown on any recorded subdivision plat of all or a part of the Property, which is designated or intended thereon as a residential lot, excluding any separately designated parcels intended for use as Common Areas or for utilities or drainage uses, or dedicated to public use.

1.20 "Member" means any person entitled to membership in the Association as provided in this Declaration and/or the Association's Articles and Bylaws.

1.21 "Mortgage" means any mortgage or other instrument validly creating a lien upon any Lot as security for performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.22 "Mortgagee" means the Person(s) named as the obligee under any Mortgage, or the successor in interest to any such Person, including the Federal National Mortgage Association, the Veterans Association, the Federal Housing Authority and similar guarantors or insurers of First Mortgages.

1.23 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot or Residential Unit, including contract sellers, but excluding contract buyers and any Person holding such fee simple title merely as security for the performance of an obligation. Developer and Subdivision Developers are Owners as to each Lot or Residential Unit owned by the Developer or the Subdivision Developer, and as to each Permissible Residential Unit which they have the right to develop.

1.24 "Permissible Residential Unit" means a proposed Residential Unit that has been approved for development within a portion of the Property by St. Johns County, Florida, in connection with its preliminary plat approval process, or, prior to such governmental approval, approval issued by the Developer to a Subdivision Developer in writing. The term "Permissible Residential Unit" refers to the total number of proposed Residential Units that have been so approved with respect to a portion of the Property.

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

1.26 "Plat" means the Plat of Cimarrone Golf & Country Club, Unit One, according to Plat thereof recorded in Map Book 43, Page 6 through 14, of the current public records of St. Johns County, Florida, and any replats or amendments thereto, and any other plat of all or a portion of the Property.

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

1.28 "FUD Ordinance" means St. Johns County Ordinance 87-48, as amended from time to time.

1.29 "Residential Unit" means any substantially completed residential dwelling constructed or to be constructed on any Lot within the Property and intended for use as a single family dwelling unit, including any single family detached or attached house, garden home, patio home, or townhouse unit, but excluding any form of multi-family dwelling units.

1.30 "Rules and Regulations" means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Log Documents.



1.31 "Subdivision Developer" means any Person, their successors or assigns, named as the grantee in a deed or other conveyance document executed by Developer (excluding Persons named as Mortgagees in documents securing obligations of Developer) that acquires part of the Property or the Additional Lands from the Developer for the purpose of developing such property as a residential community, including by way of example, the Person identified as the "developer" or "declarant" on any recorded subdivision plat, declaration of covenants and restrictions, or other instrument establishing a residential development.

1.32 "Supplemental Declaration" means any declaration of easements, covenants, conditions, restrictions and limitations which may be recorded by the Developer extending the provisions of this Declaration to Additional Lands.

1.33 "The Work" means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, utility systems, and community facilities, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels, but does not include the construction of Residential Units, except when constructed by Developer or by a Subdivision Developer in conformance with plans and specifications approved by Developer and any applicable governmental agencies. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

1.34 "Unassigned Developer Residential Units" means the maximum number of Residential Units or Lots permitted from time to time by the PUD Ordinance within the Cimarrone PUD (whether or not construction of such Residential Units has been commenced or completed or whether or not such Lots have been sold), less the number of Permissible Residential Units or Lots with reference to which Developer has specifically assigned or conveyed its development rights to a Subdivision Developer and less the number of Lots Developer has conveyed to Owners other than Subdivision Developers.

1.35 "Utility System" means the pipes, sewer mains, collectors, conduits, lines, lift station, pumping station, and facilities used in connection with the water supply and sewage disposal services for the Property.

1.36 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. Whenever any time period is measured in days, if the 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. The terms "Lot", "Property" and "Cimarrone PUD" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. 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, 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 11

## PROPERTY RIGHTS AND EASEMENTS

2.1 Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the Association the title to the Common Areas and the facilities located thereon, at such time as the construction of such common areas and facilities is complete. The initial Common Areas and facilities to be owned by the Association shall include the Common Roads, and the entrance landscaping, signage and fencing.

The Developer, or its successors or assigns, shall convey or cause to be conveyed to the Association or a public utility, title to the Utility System, not later than the first of the following events to occur: (a) the sale and conveyance of seventy five percent (75%) of the total number of Lots within the Cimarrone PUD to Owners other than Developer or Subdivision Developers; or (b) six (6) years after the recording of this Declaration by Developer, if within such six (6) year period Developer has not recorded any plat(s) for Additional Lands and added such Additional Lands to the Property by Supplemental Declaration hereto; or (c) ten (10) years after the recording of this Declaration by the Developer, if within six (6) years after the recording date of this Declaration, Developer has recorded any plat(s) for Additional Lands and added such Additional Lands to the Property by Supplemental Declaration hereto.

The conveyance to the Association shall be subject to taxes for the year of conveyance, restrictions, conditions, easements and limitations of record, and easements for drainage and public utilities. Every Owner's obligation to pay Association Assessments shall commence upon the closing of the purchase of a Lot. Every Owner and the lawful occupant of any Residential Unit within the Property shall have a nonexclusive right and easement of enjoyment in and to the Common Areas that are appurtenant to, and passes with, the title to every Lot and Residential Unit, subject to the easements and other property rights granted or reserved herein, to the provisions of the Legal Documents and to the following:

(a) Assessments. The right of the Association to charge assessments and other fees for the operation of the Association, maintenance of the Common Areas and other purposes set forth herein.

(b) Suspension. The right of the Association: (i) to assess fines and to suspend any Owner's and his lessee's right to vote or use any Common Area, recreational facility, or property owned or controlled by the Association for any period during which any assessment against such Owner's Lot or Residential Unit remains unpaid without waiver or discharge of the Owner's obligation to pay the amount due; and (ii) to suspend any Owner's and his lessee's right to the use of any such Common Area or recreational facility for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's Bylaws or Rules and Regulations; provided however, that the Association may not deny an Owner's right of ingress and egress to and from his Lot.

(c) Dedication-Mortgage. The right of the Association to mortgage the Common Areas or to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed by the Members of the Association. The dedication, transfer or mortgage of Association's Common Areas must be approved by at least two-thirds (2/3) of each class of those Members present in person or by proxy and

voting at a meeting duly convened for such purpose, and shall be evidenced by a recorded certificate of the Association. Provided, however, the Utility System and lands upon which are located lift stations, pumping stations and similar facilities, may be conveyed to a public utility by the Board of Directors, without the approval of the Owners. Further, any dedication, transfer or mortgage or any Common Areas shall be subject to easements for ingress or egress previously granted to an Owner or required by an Owner for access to a Residential Unit.

(d) Rules and Regulations. The right of the Association to adopt, amend, rescind, and enforce reasonable Rules and Regulations governing the use of the Lots, the Common Areas, and the personal conduct of the Members and their guests thereon, as provided herein.

(e) Plat. All matters shown on any plat of all or part of the Property or the Cimarrone PUD.

(f) Easements. The right of the Developer and the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, including drainage and utility easements, the right of the Developer or the Club to grant and reserve easements and rights-of-way through, over, under and across the Club Property, including drainage and utility easements, and the right of the Developer, the Association or the Club to acquire, extend, terminate or abandon easements.

(g) Requirements of Law. The provisions of applicable Laws, governmental rules and regulations, and all construction, water quality, environmental protection and other permits issued in connection with the development of the Property or the Cimarrone PUD.

The Owners' rights and easements are limited to using the Common Areas and Common Roads for their intended purposes in a reasonable manner, and with respect to any particular use or activity, are limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity.

2.2 Roadway and Traffic Easements and Regulations. Developer hereby grants to the Owners, the lawful occupants of any Residential Unit, the Club Association, the Club Members, the family members, employees, guests, invitees and licensees of any of the foregoing, lawful delivery and pickup personnel, emergency medical and fire protection personnel, police and other authorities of the law, mail and parcel carriers, representatives of utilities authorized to serve the Property, holders of mortgage loans on the Property or any part thereof, and such other persons as Developer may from time to time designate, the non-exclusive, perpetual right of ingress and egress to, from, in, and across all roadways shown on the Plat, subject to the right of the Developer, its successors, assigns, authorized agents or designees, to install, erect, construct and maintain electric, water, sewer and other utility and drainage lines and facilities in such roadways. Developer reserves to itself and the Association the absolute and unrestricted right to limit, restrict or deny the ingress of any party who, in its sole discretion, does not belong or have business on the Property or who may create or participate in a disturbance or nuisance on any part of the Property or be otherwise undesirable, through use of a controlled or guarded entranceway or through such other means and upon such terms and conditions as Developer or the Association may reasonably determine. Developer further reserves to itself and the Association the right, but not the obligation, to control and regulate all types of vehicular traffic and parking on all or any part of the Common Roads or Areas, and to require the removal of any shrub, bush, fence, wall, tree or other item of any sort which

night, in the Developer's or the Association's sole discretion, impair or obstruct a motorist's vision on any of the Common Roads. Developer or the Association shall have the right to enforce claims for damage against any Owner responsible for damages to any Common Roads or Areas.

**2.3 General Easements.** All Lots are subject to perpetual easements for the drainage of ground and surface waters in the manner established by Developer or a Subdivision Developer as part of the Work. In addition to the easements shown on any Plat, each Lot shall be subject to perpetual drainage easements three (3) feet wide along each side and rear Lot line for the installation, maintenance, and use of drainage ditches, pipes or other drainage facilities, except any Lots on which there is constructed, or intended to be constructed, a Residential Unit without side or rear lot set-back lines. Drainage flows shall not be altered, diverted or obstructed in any way without the prior written consent of the Developer.

**2.4 Lake Related Easements.** The Developer, the Association, and their authorized agents and assigns, are hereby granted, perpetual drainage easements through those lakes, lagoons, marshes and other wetlands situated in whole or in part on the Property or Club Property that are a part of the master drainage plan for the Cimarrone PUD for use and maintenance as an outfall for storm drainage waters. Each Lakefront Lot is subject to an easement to the Developer, the Association, and their authorized agents and assigns, from the top of the lake embankment to the rear lot lines (including any submerged portions of the Lot) for the installation, use, maintenance, repair and replacement of stormwater filtration and retention systems. The Developer, the Association, and their authorized agents and assigns, shall have perpetual easements across each Lakefront Lot and the Club Property for ingress and egress to and from such lake for the purposes of exercising any right or performing any obligation provided in this Declaration, on a Plat, or by Law. A Lot Owner shall not construct any wall or fence of any sort along the lakefront which would prohibit or impair access to the lake for any purpose set forth herein.

**2.5 Subdivision Boundary Fence.** As part of the Work, the Developer or a Subdivision Developer may construct a privacy fence across some of the Lots to separate the portions of the Property from other portions of the Property or adjacent lands (the "Subdivision Boundary Fence"). If the provisions of this Declaration are extended to the Additional Lands as provided herein, Developer or a Subdivision Developer may construct a similar Subdivision Boundary Fence on some of the Lots to be platted in subsequent phases. All Lots upon which portions of the Subdivision Boundary Fence are located, are subject to an exclusive perpetual easement for the location of the Subdivision Boundary Fence, not to exceed three (3) feet in width as measured from the Lot line. All such Lots are also subject to easements to the Association for the maintenance, repair and replacement of the Subdivision Boundary Fence and the landscaping associated therewith, which may be exercised by the Association if the Owner fails to properly maintain the Subdivision Boundary Fence as hereinafter provided.

**2.6 Golf Easement.** Developer hereby reserves to itself, its nominees, designees, successors and assigns, and grants to Cimarrone Golf & Country Club, Inc., the Club Association, and their members, guests and invitees, an easement over the Property for the purpose of doing any and every act or thing necessary and proper in connection with the playing of golf on the Club Property and maintaining the Club Property. These acts include, without limitation, the recovery of golf balls over and upon the Property, including any Lot, the use of necessary and usual equipment upon such golf course, and the noise level associated therewith, together with all normal and usual activities associated with playing golf and maintaining and operating a golf course and club.

Developer, Cimarrone Golf & Country Club, Inc., and the Club Association shall not be responsible for and shall have no liability in connection with any damage to the Property, including any Lot or Residential Unit, or injury to any person or personal property which may result from or in connection with the use of the golf easement granted herein by any Person.

**2.7 Plat Easements.** Reference is made to the utilities, drainage, ingress and egress, non-access, and other easements shown on Plats. The Developer or Subdivision Developer shall have the unrestricted right without the approval or joinder of any other Person to designate the use and to alienate, release or otherwise assign the easements shown on a Plat unless such easements have been previously conveyed or dedicated. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water, cable television and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over or under the easement area. The Developer, or its authorized agents, grantees or designees, may charge the Association, the Club, and/or the Owners a reasonable fee for the utility services provided via the equipment and facilities installed. If any Owner constructs any improvements on such easement areas or landscapes such areas, the Owner of the Lot shall remove the improvements or landscape items upon written request of Developer, the Subdivision Developer, the Association or the grantee of the easement. Developer reserves the right for itself and the Subdivision Developers to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lots owned by Developer or the Subdivision Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Developer shall own any part of the Property. The easements granted by Developer shall not materially adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Areas.

**2.8 All Rights and Easements Appurtenant.** The benefits and burdens of the rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot. Whenever any right or easement is described as nonexclusive by this Article, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

**2.9 Delegation of Use.** Any Owner may delegate his right of enjoyment and other rights in the Common Areas to any and all Persons from time to time lawfully occupying such Owner's Lot. Any delegation is subject to the Association's Rules and Regulations.

**2.10 Ownership Rights Limited to Those Enumerated.** No transfer of title to any Lot or Residential Unit passes any rights in and to the Common Areas, except as expressly enumerated in this Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot or Residential Unit shall be construed as passing any such right, title, and interest except as expressly provided in this Declaration.

**2.11 Platting and Subdivision Restrictions.** Developer or a Subdivision Developer may from time to time, plat or replat all or any part of the Property or the Additional Lands owned by Developer or the Subdivision Developer, and may establish additional covenants and restrictions and amendments thereto with respect to

any such lands owned by the Developer or the Subdivision Developer, provided that no such additional covenants and restrictions or amendments thereto shall be construed to lessen the standards established by this Declaration or to impair the enforcement of the provisions hereof.

### ARTICLE III

#### USE RESTRICTIONS

**3.1 Residential Use.** Lots and Residential Units shall be used for residential purposes only, and no trade, business, profession, or enterprise of any kind may be conducted in, on, or from any Lot, subject to the rights of the Developer to maintain facilities on the Property for sales, promotional or other Developer-related activities, the right to operate the Club, and the rights herein reserved to Developer and the Subdivision Developers to complete the Work. The renting or leasing of Residential Units for non-transient residential purposes as permitted herein shall not constitute a trade or business.

**3.2 Construction Standards.** Lots may only be improved by the construction, or reconstruction of a Residential Unit in accordance with plans and specifications for such Residential Unit and landscaping plans approved in writing by the A.R.C. in accordance with the terms and procedures described in the Cimarrone Architectural Guidelines and Policies, as amended from time to time and in Article VIII hereof. Each one-story Residential Unit shall contain a minimum of 2,000 square feet of heated and air conditioned enclosed living area, and each two-story Residential Unit shall contain a minimum of 2,400 square feet of such living area, of which at least 1,600 square feet shall be on the first floor, unless otherwise approved in writing by the A.R.C., which approval may be arbitrarily withheld. If any Additional Lots submitted to this Declaration by a Supplemental Declaration or Amendment hereto include patio home lots, the minimum heated and air conditioned enclosed living area for each patio home Residential Unit shall be as set forth in the Supplemental Declaration. No Residential Unit shall be more than two stories in height unless otherwise approved in writing by the A.R.C. Approval of any matter by the A.R.C. may be granted or withheld, in the A.R.C.'s sole discretion.

**3.3 Completion of Commenced Construction.** When the construction of any approved Residential Unit has been commenced, work thereon shall be prosecuted diligently and continuously until full completion. The main residence and all related structures shown on the plans and specifications approved under Article V hereof must be completed within nine (9) months after the start, unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities, or unless the Board otherwise specifically permits in writing. All construction vehicles, including those delivering materials and supplies (except trucks large or heavy enough to damage said driveways) shall enter upon such Lot from the street only, at the driveway, and shall not park at any time on the street or upon any portion of the Property other than the Lot on which this construction is proceeding.

**3.3 Alterations, Modifications and Maintenance of Exteriors.** An Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior of his Residential Unit nor make any additions to the exterior of his Residential Unit including the installation of window air conditioners, without the prior written approval of the A.R.C., except that an Owner shall maintain, repair and replace the exterior of his Residential Unit and Lot with materials of the

same style and of equal or greater quality as originally constructed.

**3.4 Other Structures.** No shed, shack, detached outbuilding, trailer, tent, tank, storage building or other temporary or movable building or structure of any kind, whether similar or dissimilar to the foregoing (except for rental party tents which may remain on a Lot for a period up to forty eight (48) hours) shall be erected or permitted to remain on any Lot without the approval of the A.R.C. No pet house, play house, tree house, swing set, playground, above ground storage of wood, construction materials or other items shall be placed or permitted to remain on any Lot in any area visible from the street or another Lot, without the prior approval of the A.R.C. No picnic areas shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent residence thereon. However, this paragraph shall not prevent the use of temporary buildings in connection with and during the period of actual construction of the main Residential Unit and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

**3.5 Landscaping.** All landscaping plans, together with a complete plant list specifying plant sizes, must be submitted to and approved by the A.R.C. in accordance with the terms of the Cimarrone Architectural Guidelines and Policies as amended from time to time. All landscape plans must include a sprinkler system. Prior to substantial completion of construction of a Residential Unit on a Lot, no living trees measuring four (4) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the A.R.C., unless located within five (5) feet of the approved building site of the Residential Unit or within its driveway, and following substantial completion, without the written approval of the A.R.C. Any Person removing trees in violation of this covenant shall pay to the Developer or the Association (following transfer of control of the Board of Directors from Developer) a stipulated liquidated damage sum of \$20.00 per inch of diameter measured as stated above for each tree, up to a maximum liquidated damage sum of \$2,000 for any Lot. No rocks, gravel, artificial grass, plants or other artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot. All planted areas shall be served by an underground sprinkler system.

### **3.6 Fences.**

(a) **General.** No fence, wall or hedge may exceed four (4) feet in height. No chain link, carbed wire or other forms of wire fences are permitted. All fences must be painted or stained, must be consistent with the color and materials used on the Residential Unit, and must be maintained to preserve an attractive appearance from the exterior of each Lot as determined in the sole discretion of A.R.C.

(b) **Subdivision Boundary Fence.** Without the prior written approval of the A.R.C., the Subdivision Boundary Fence, as described in Paragraph 2.5 hereof, may not be removed, altered or modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property or portions thereof.

(c) **Preservation of Easement Rights.** Specific reference is made to the easements shown on the Plat and reserved in this Declaration. No fence, wall, or other improvements that interfere with exercise of these easement rights may be constructed, installed or maintained in these easement areas. Any improvements or landscaping located in these easement

areas are subject to removal at the expense of the Owner of the Lot when requested by the grantee of the easement.

(d) Clear View Rights. No fence, wall, hedge, shrub, bush, tree or other object which might, in the Association's sole judgment, unreasonably impair a motorist's vision on any roads shall be constructed or allowed to remain on any Lot.

3.7 Setback Lines. All structures constructed within the Property must conform to the set-back requirements in the Cimarrone Architectural Guidelines and Policies, as such may be amended from time to time, which shall not be less than the minimum set-back requirements established from time to time by the regulations of St. Johns County. The A.R.C. may approve requests for slight reductions or variations in the set-back lines when the front and side set-back lines and other applicable restrictions would have detrimental effects on privacy, view, preservation of trees or other important considerations or would prohibit the construction of a Residential Unit on the Lot without the requested reduction or variation. The A.R.C. will at all times control the precise site and location of all structures on any Lot, after consideration by the A.R.C. of the Lot Owner's specific site recommendations.

### 3.8 Parking Restrictions and Garages

(a) Parking. Unless expressly authorized by the Association, no inoperable vehicle, recreational vehicle, boat, trailer, motor home or other vehicle or undesirable object, may be parked, stored, painted, repaired or otherwise worked on, anywhere within the Property, except that functional passenger automobiles, motorcycles, and vans without advertising thereon (collectively, "Permitted Vehicles") may be parked in a garage attached to a Residential Unit or in the driveway appurtenant thereto. Boats, trailers and other vehicles that are not Permitted Vehicles may be parked only in the garage of a Unit. Commercial vehicles may park in driveways as necessary for pickup and delivery, or providing necessary and requested services for a Lot Owner, his guests or any permitted occupant of a Residential Unit, but no such vehicle shall be parked within public view on a regular basis. No part of the Common Areas or public right-of-ways shall be regularly used for parking except for designated parking spaces. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this Paragraph shall prohibit the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours, or the parking of trucks or other commercial vehicles on any Lot or road for development purposes or during the construction of a Residential Unit or improvements to the Property.

(b) Garages and Driveways. No garage of any Residential Unit shall face the street, and no garage shall be permanently enclosed or converted to another use without the written approval of the A.R.C. No carports shall be permitted. All Units must be constructed with a garage attached which shall contain at least two (2) parking places appropriate for the parking of Permitted Vehicles. Backing of vehicles onto streets is prohibited without the written approval of the A.P.C., and additional driveway and parking space is recommended, with turnaround or backup areas being provided. All garage doors shall be kept closed when not in use. All improved Lots shall have a paved driveway with a hard surface such as asphalt, concrete, brick or exposed aggregate. All drives must be placed at least one foot (1') from adjacent properties to allow for landscape material.



**3.9 Antenna Systems.** No television or radio posts, towers, poles, antennas, aerials, satellite dishes, or appurtenances shall be erected, constructed, or maintained on the exterior of any Unit or Lot unless the location, size and design thereof have been approved by the A.R.C. In general, the A.R.C. shall not approve any such items unless the proposed antenna system for the Residential Unit can be completely hidden from view from the street and adjacent Lots.

**3.10 Occupancy and Leasing Restrictions.** Each of the Residential Units shall be occupied only by the Owner or lessee of a Residential Unit, members of their family, their servants and non-paying social guests. Entire Residential Units may be rented, provided that the occupancy is only by the lessee, the members of their family, servants and nonpaying social guests. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage resulting from acts or omissions of tenants (as determined in the sole discretion of the Association), or to pay any claim for injury or damage to property caused by the negligence of the tenant. Special assessments may be levied against the Lot for such amounts. No rooms may be rented and no transients may be accommodated in any Residential Unit.

**3.11 Animals.** No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that up to four (4) caged birds, two (2) domesticated dogs, except pit bulls, and two (2) domesticated cats may be kept by the occupants of each Residential Unit subject to the Association's Rules and Regulations, provided that such pets are not kept, bred or maintained for any commercial purpose, and provided further that such pets, in the Board's sole judgment, are neither dangerous nor a nuisance to the residents of the Property nor destructive to property or wildlife. Dogs must be leashed or kept within enclosed areas at all times. No pets are allowed on or within the recreational facilities located on any Common Areas.

**3.12 Storage of Fuel Tanks, Garbage and Trash Receptacles.** All above ground tanks, cylinders or containers for the storage of liquified petroleum, gas or other fuel, utility meters, HVAC equipment, clotheslines, lawn care equipment, trash receptacles, garbage or trash, or other materials, supplies or equipment to be stored outside shall be kept in a service court screened from view from adjacent Lots and any street by a barrier at least four feet (4') high. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Residential Unit, or in refuse containers in the service court concealed from view, or placed at curbside for collection, and in accordance with the Association's Rules and Regulations and the Architectural Guidelines and Policies. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way.

**3.13 Sewage Disposal and Water Service and Regulation.** All water and sewage facilities and service to the Property shall be supplied by means of the central water supply and sewage disposal system providing service to the Property. No well of any kind shall be dug or drilled on the Property except for the exclusive purpose of providing landscape irrigation or air conditioning. No septic tank may be installed on any Lot. No sewage may be discharged on the open ground or into the lakes. No water from air conditioning systems, swimming pools or other condensate water shall be discharged into the marshlands or lakes, except from any swimming pools located on the Common Areas. The public utility having jurisdiction, the Association, or their successors or assigns, as applicable, shall have a non-exclusive perpetual easement, in, to, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of

installation, maintenance and operation of water and sewage facilities.

All Lots and Residential Units within the Property are subject to such rules, regulations, charges and procedures relating to water and sewer service, rates, usage, rights, privileges and obligations, as may be promulgated or adopted from time to time by the public utility or the Association, or their successors or assigns. The provision of water and sewage disposal services to any Lot or Residential Unit, may be discontinued at any time for the non-payment of water and/or sewage disposal charges and fees. Water and sewage disposal charges and fees shall be the personal obligation of the Lot Owner or occupant to whom the service is provided.

**3.14 Signs and Mailboxes.** Unless approved in writing by the Board, no sign of any kind shall be displayed to public view within the Property, except standard and customary street signs, directional signs and street address signs in accordance with the terms of this Paragraph. The A.R.C. shall have the right to require that each Residential Unit maintain a street address sign, with such uniform design, style, and location as may be designated by said A.R.C. The size, design, color and location of all mailboxes and the supporting structures may also be designated by the A.R.C. Any sign or mailbox violating the provisions of this Paragraph shall be removed by the Owner at the Board's request, or by the Board, or its authorized agent or representative, without liability for trespass or damages relating thereto and at the Owner's expense. Nothing contained herein shall prohibit the Developer or its authorized agents or assigns from placing and maintaining entrance signs, commercial or promotional signs for the Property, the Club, model homes, sales office or other structures or facilities, or signs for sale or rental purposes.

**3.15 Outdoor Drying of Laundry.** Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and any street. No rugs, drapes, or other items shall be hung from any portion of the exterior of any Unit.

**3.16 Window Coverings and Air Conditioners.** No aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a Residential Unit without A.R.C. approval. No window air conditioning units shall be installed without A.R.C. approval, and in no event on any side of a building which faces a street and no outdoor clotheslines shall be permitted. No exterior components of air conditioning units shall be visible from the street.

### **3.17 Wetlands.**

(a) **General.** Only the Developer, the Association, the Club Association or the Cimarrone Golf & Country Club, Inc., shall have the right to pump or otherwise remove any water from any lake, stream, pond, lagoon, marsh or other wetlands situated in whole or in part upon the Property for the purpose of irrigation or other use, notwithstanding that all or a portion of such wetlands may be located within a Lot. Subject to any applicable drainage easements, the Association, the Club Association or Cimarrone Golf & Country Club, Inc., shall have the right to control the water level of any lakes and to control the growth and eradication of plants, animals, fish and fungi in such lakes. The height, grade and contour of any lake embankment shall not be changed without the prior written consent of the Association. No decks, docks, moorings, pilings, bulkheads or other structures shall be constructed on such embankments, unless and until same shall have been approved by the Board and the A.R.C.

(b) Recreational Use. Except with the prior written consent of The Association, the Club Association, or in accordance with promulgated Rules and Regulations, no swimming, bathing, fishing, canoeing, boating, or other recreational activity of any nature is permitted in, about, or on any lake located on the Club Property or within the Property. No trash, garbage or other item shall be put into any lake.

(c) Governmental Permits. No construction of improvements and no dredging or filling activities are permitted except as allowed by any applicable St. Johns Water Management District or other applicable governmental permit and as may be allowed by future permits. The foregoing provisions may not be amended without the approval of the St. Johns River Water Management District.

3.18 General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of the Law. No noxious, destructive, or offensive activity is permitted within the Property, nor shall anything be done within the Property that may constitute a nuisance to any other Person lawfully occupying any Lot. Each Owner shall defend, indemnify, and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant of such Owner's Lot. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of any and all insurance maintained by such Owner or the Association if, at the time of such act or omission, such Owner or the Association has insurance in force complying with the requirements of this Declaration. Collection of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this paragraph.

3.19 Other Standards. Except in the event of a conflict as set forth below, the planning and construction of a Residential Unit or other structure or improvement on any Lot shall at all times be governed by the procedures, terms, conditions and restrictions set forth in the Cimarrone Architectural Guidelines and Policies, as such may be amended from time to time. The Cimarrone Architectural Guidelines and Policies contain specific design and procedural provisions, as well as policies and restrictions with respect to foundations, exterior wall finishes, windows and doors, roofs, chimneys, outbuildings and garages, colors, service courts, parking, landscaping and other matters, however, in the event of any conflict between the specific restrictions contained in this Declaration and those contained in the Architectural Guidelines and Policies, the terms of this Declaration shall control.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

#### 4.1 Membership.

(a) General. Every Owner of a Lot, including Developer and any Subdivision Developer, is a member of the Association and is entitled to one (1) membership for each Lot owned. Each such membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title, whereupon the membership of the previous Owner automatically terminates. Except as hereinafter provided regarding Developer and Subdivision Developers, membership in the Association may not be transferred or encumbered except

by the transfer of title to a Lot; provided however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

(b) Developer. The Developer is also a member of the Association as to all Unassigned Developer Residential Units. As Developer assigns or conveys to Subdivision Developers the right to develop Lots and Residential Units within the Property, or conveys Lots to Owners other than Subdivision Developers, Developer shall from time to time (but not less frequently than annually) deliver to the Association a certificate signed by Developer stating: (i) the then maximum number of Residential Units permitted by the PUD Ordinance; (ii) the number of Permissible Residential Units with reference to which Developer has specifically assigned or conveyed its development rights to Subdivision Developers; (iii) the number of Lots Developer has conveyed to Owners other than Subdivision Developers; and (iv) the remaining number of Unassigned Developer Residential Units.

(c) Subdivision Developer. Prior to the recordation of a plat covering a portion of the Property owned by a Subdivision Developer, each Subdivision Developer shall be a member of the Association as to the lesser of: (i) all Permissible Residential Units with reference to which Developer has specifically assigned or conveyed its development rights; or (ii) the number of Lots within the portion of the Property owned by the Subdivision Developer approved for development by the governmental authorities having jurisdiction over such matters.

**1.2 Classification.** The Association has two classes of voting membership:

(a) Class A. So long as there is Class B membership, Class A Members are all Owners except Developer. Class A Members are entitled to one (1) vote for each Lot owned. In addition, prior to the recordation of a plat covering a portion of the Property owned by a Subdivision Developer, a Subdivision Developer is entitled to one (1) vote for the lesser of: (i) all Permissible Residential Units with reference to which Developer has specifically assigned or conveyed its development rights; (ii) the number of Lots within the portion of the Property owned by the Subdivision Developer approved for development by the governmental authorities having jurisdiction over such matters. Upon termination of Class B Membership, Class A Members are all Owners, including Developer so long as Developer is a Member of the Association.

(b) Class B. The Class B Member is Developer who is entitled to three (3) votes for each Lot owned and three (3) votes for each Unassigned Developer Residential Unit. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (i.e. when Developer has sold and transferred seventy five percent (75%) of the total number of Lots in the Cimarrone PUD to Owners other than Developer or Subdivision Developers); or (ii) six (6) years from the recording date of this Declaration, if within such six (6) year period Developer has not recorded any plat(s) for Additional Lands and added such Additional Lands to the Property by Supplemental Declaration hereto; or (iii)

ten (10) years after the recording date of this Declaration, if within six (6) years after the recording dates of this Declaration, Developer has recorded any plat(s) for Additional Lands and added such Additional Lands to the Property by Supplemental Declaration hereto.

**4.3 Co-Ownership.** If more than one Person holds the record title to any Lot or Residential Unit, all such Persons are members but only one vote may be cast with respect to such Lot or Residential Unit, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the Secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot or Residential Unit is held by husband and wife, either co-owner is entitled to cast the vote for such Lot or Residential Unit unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

**4.4 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 Developer, so long as Developer is a member of the Association. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association will also 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. The Declaration, Articles, and By-Laws must be available for inspection by any Owner or the Developer at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

**4.5 Extraordinary Action.** The Articles provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the members. In addition, any such action shall require the written approval of the Developer for so long as the Developer is a Member of the Association.

**4.6 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 Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Developer or the Owners set forth in this Section. Developer intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. However, if any such conflict necessarily results, Developer intends that the provisions of this Declaration shall control.

## ARTICLE V

### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

#### **5.1 The Common Area.**

(a) **General.** Subject to the rights of the Developer and the Owners, as set forth in this Declaration, the Association has exclusive management and control of the Common Areas, and all the improvements, fixtures, furnishings, equipment, and other related personal property located thereon. The Association shall keep the foregoing in a safe, clean, attractive, sanitary, and servicable condition, and in

good order and repair. The Association's duties with respect to the Common Areas commence upon substantial completion of each facility located thereon and include the management, operation, maintenance, repair, servicing, replacement, and removal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work, and any replacements or additions thereto made in accordance with the provisions of the Legal Documents.

(b) Insurance. The Association shall keep the improvements located on the Common Areas, including fixtures and personal property of the Association insured to the maximum insurable replacement value, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as the improvements on the Common Areas, including vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood area and flood insurance is available under the National Flood Insurance Program. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors, but not less than \$1,000,000 for bodily injury and property damage for any single occurrence. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

## 5.2 Other Maintenance.

(a) Unit Exterior and Lot Maintenance. If an Owner of any Lot shall fail to maintain, repair, or restore the exterior of his Lot or Residential Unit, including the landscaping and any portion of the Subdivision Boundary Fence located thereon, and the shoreline of the lake adjacent to or within his Lot (if his Lot is a Lakefront Lot), in the manner required by the Legal Documents within thirty (30) days following notice by the Association hereunder specifying the maintenance or repair item, then the Association shall have the right but not the obligation, through its agents and employees, to enter upon the Lot and to perform such repair, maintenance, or restoration. The cost of such exterior maintenance shall be specifically assessed to the Owner of the Lot or Residential Unit and shall become due and payable in all respects, together with interest, fees and costs of collection, as provided for other assessments of the Association. Additionally, the Association shall have a lien for all unpaid costs and interest against the Lot or Residential Unit, and such costs and interest shall be the personal obligation of the Person who owned the Lot at the time the notice was given by the Association, in the same manner as herein provided for other assessments of the Association.

(b) Lake Maintenance. The Association shall maintain the lakes within the Property, notwithstanding that a portion of any lake may be located within one or more Lots. Subject to the rights of the Developer, St. Johns County, and other 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, fish, reptiles, waterfowl and animals within the lakes. The provisions of this subparagraph do not supercede the provisions of Article VII hereof that require Lakefront Lot Owners to maintain the lake shoreline located adjacent to their Lots.

(c) Surfacewater Management. The Association shall operate and maintain the surfacewater management system that has been installed as part of the Work pursuant to any applicable permits issued by the Florida Department of Environmental Regulation, the St. Johns River Water Management District, and the U. S. Corps of Army Engineers including all lakes, littoral areas, retention areas, underdrains, culverts and filtration systems. If the Association is dissolved, the property consisting of the surfacewater management system that is located on the Common Areas shall be conveyed to an appropriate agency of local government, and those portions of Lots on which are located parts of the surfacewater management system shall be subject to easements to such agency of local government to operate and maintain the surfacewater management system. If the conveyance is not accepted by the local government agency, then the surfacewater management system must be conveyed to a non-profit corporation similar to the Association. Any modification of the Common Areas that would adversely affect the surfacewater management system must have the prior approval of the St. Johns River Water Management District.

(d) Liability. The Developer, the Association, the Club Association of Cimarrone Golf & Country Club, Inc., shall not be liable to any Owner, guest or occupant in connection with damages, costs or causes of action relating to any Lake or the stormwater management system, and each Owner hereby releases the Developer, the Association, the Club Association and Cimarrone Golf & Country Club, Inc., from any such liability.

(e) Landscaping and Signage. The Association shall maintain all landscaping, signage and grassed areas located in public rights-of-way or at entranceways to subdivisions within the Property, or on lift station sites or other utility parcels within the Property, except portions to be maintained by third parties under a separate agreement or by Owners under the provisions of Article VII hereof. The Association shall also maintain signage within the Property identifying the Cimarrone PUD and the various subdivisions therein.

**5.3 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 other personnel as the Board of Directors determine are necessary, convenient, or desirable for the proper operation of the Property or the 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. The Board of Directors may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's Regulations.

**5.4 Rules and Regulations.** The Association from time to time may adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of the Property so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents. No Owner or other Person occupying any Lot, or any invitee, shall violate the Association's Rules and Regulations for the use of the Property, and at all times shall do all things reasonably necessary to comply with the Rules and Regulations. The validity of the Association's Rules and Regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The Rules and 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 or rescinded by a majority of both

classes of membership present and voting at any regular or special meeting convened for such purpose. No regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, or otherwise interfering with the scope or enforcement of any restriction imposed on the Property by this Declaration will be valid without the written approval of the Developer. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and opportunity to be heard, in person or through representatives of the Owner's choosing.

**5.5 Implied Rights.** The Association, or the Board of the Association, may exercise any right, power, or privilege given to it expressly by the Legal 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.

**5.6 Access by Association.** The Association has a right of entry onto each Lot (but not into the Residential Unit located thereon) to the extent reasonably necessary to exercise any right granted, or to discharge any duty imposed by the Legal Documents, or for any other purpose reasonably related 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 upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No Owner arbitrarily shall withhold consent to entry by the Association for the purposes herein set forth. The Association's right of entry may be exercised by its agents, employees, contractors, and managers.

**5.7 Restriction on Capital Improvements.** All capital improvements to the Common Areas, except for replacement or repair of those items installed as part of the Work, and except for personal property related to the Common Areas, must be approved by two-thirds (2/3) of each class of those Members present in person or by proxy and voting at a meeting duly convened for such purpose.

**5.8 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 VI

### COVENANTS FOR ASSESSMENTS

**6.1 Assessments Established.** For each Lot, and to the extent a portion of the Property has not been platted, for each Permissible Residential Unit within the Property, Developer covenants, and each Subdivision Developer and Owner by acceptance of a deed or other conveyance of record title to any portion of the Property, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- (a) An annual maintenance assessment, as defined in paragraph 6.2; and
  - (b) Special assessments, as defined in paragraph 6.3;
- and;



(c) Special assessments for property taxes levied and assessed against the Common Areas, as defined in paragraph 6.4; and

(d) Specific assessments against a particular Lot or Residential Unit that are established pursuant to any provisions of the Legal Documents, as provided in paragraph 6.5; and

(e) All excise, sales, or use taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

## 6.2 Annual Maintenance Assessments.

(a) General. The annual maintenance assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property, and for the operation, management, maintenance, repair, renewal and replacement of the Common Areas and other portions of the Property to be maintained by the Association (including maintenance of adequate reserves), the payment of taxes and insurance, and for the performance of the Association's duties under the Legal Documents. The annual assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law.

### (b) Amount.

(i) Until January 1, 1990, the annual maintenance assessment shall be Four Hundred Dollars (\$400.00) for each Lot, and Permissible Residential Unit, payable in advance in one annual installment, prorated based upon the month of closing of the sale of the Lot to an Owner.

(ii) Commencing with the fiscal year beginning January 1, 1990, the Board of Directors, at its annual meeting immediately preceding such date, and effective as of each respective January 1 thereafter, shall set the amount of the maximum annual maintenance assessment for the following year for each Lot, and Permissible Residential Unit, provided that the maximum annual maintenance assessment may not be increased more than fifteen percent (15%) above the maximum annual maintenance assessment for the previous year unless approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened as provided hereunder. The amount of the annual maintenance assessment shall be fixed by the Board of Directors for each fiscal year and shall be payable in advance in one or more installments as determined by the Board of Directors without interest or late charge so long as more than thirty (30) days delinquent. In the absence of Board action, the annual maintenance assessment then in effect will continue for the next fiscal year.

(c) Commencement of Annual Assessment. The annual assessment begins as to each Lot within the Property on the first day of the month following the date of conveyance of the Lot to an Owner other than Developer or a Subdivision Developer, and as to each Permissible Residential Unit, on the first day of the month following assignment or conveyance of Permissible Residential Units to a Subdivision Developer. If the operation of this Declaration is extended to the Additional Lands, as provided herein, then the annual assessment against Lots or Permissible Residential Units

within each such extension begins in the same manner as set forth above. The first annual assessment against any Lots, or Permissible Residential Units shall be prorated according to the number of months then remaining in the fiscal year.

(d) Working Capital Fund. The Association shall establish a working capital fund to provide for unforeseen expenditures and which will be funded as set forth in this subparagraph. Upon the initial transfer of title of a Lot to an Owner other than the Developer or a Subdivision Developer, the transferee shall pay to the Association a one-time working capital contribution equal to two (2) months of the then current annual maintenance assessment. This capital contribution shall not be considered as an advance payment of the annual maintenance assessment. Each Subdivision Developer agrees to collect the working capital contribution at the closing of the sale to such Owner and to promptly pay the same to the Association.

5.3 Special Assessments. The Association may levy special assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, including the expense of performing for any delinquent Owner the obligations of such Owner as provided in Paragraph 5.2 hereof, or the cost of any purchase of additional real property for the use and benefit of the Association or the Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Areas; provided that such assessment is approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

6.4 Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes, if any, levied on the Common Areas, and shall assess each Owner for his prorata share of such costs as provided in paragraph 6.1 hereof. At the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice, or all or any portion thereof may be assessed as a part of the annual maintenance assessment described above. Each year the Board shall determine, within forty-five (45) days after receiving notice of the amount of taxes due, whether such assessment shall be levied, and its amount.

6.5 Specific Assessments. Any indebtedness of an Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain those portions of the exterior of his Lot and Residential Unit as herein provided, also may be assessed by the Association against the Owner's property after the Owner fails to pay it when due and the default continues for thirty (30) days after written notice.

6.6 Uniformity of Assessments. The annual maintenance assessment and any special assessments for the Common Areas must be uniform throughout the Property, except that for so long as there is Class B Membership, Developer may be excused from payment of the annual maintenance assessment against any Lot or Permissible Residential Unit owned by Developer which is not being occupied as a residence; provided, however, that Developer shall have agreed to fund the deficits, if any, between the aggregate amount assessed Class A members and Developer, and the total expenses of the Association during the applicable period. Developer shall be obligated to fund such deficits only as they are actually incurred by the Association. The Developer shall cease to pay any portion of the deficit of the annual operating expenses of the Association under the provisions of this paragraph when Developer is no longer

entitled to elect a majority of the Board of Directors of the Association. Thereafter, Developer shall pay its pro-rata share of the annual maintenance assessments for each Lot or Permissible Residential Unit owned by Developer. This provision is not and shall not be construed as a guaranty or representation as to the level of assessment imposed under the provisions of this Article, except where otherwise specifically set forth herein. Upon transfer of title of a Developer owned Lot, or Permissible Residential Unit, the Lot, or Permissible Residential Unit shall be assessed in the applicable amount then payable by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title.

**6.7 Certificate of Payment.** The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether applicable assessments have been paid and, if not, its 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 is binding on the Association as of the date of issuance.

**6.8 Lien for Assessments.** All sums assessed to any Lot or Permissible Residential Unit, together with interest, late charges and all costs and expenses of collection, including reasonable attorneys' fees, shall become a lien on such Lot, or as to Permissible Residential Units, other lands owned by the Owner or Subdivision Developer within the Property, in favor of the Association upon the recording of a claim of lien signed by an officer of the Association. The Association may record a claim notice of lien against any Lot or other property when any assessment is more than 30 days delinquent. Each such assessment, together with interest, late charges and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot or Permissible Residential Unit when the assessment fell due. The personal obligation for delinquent assessments does not pass to an Owner's successors in title, unless assumed expressly in writing.

**6.9 Remedies of the Association.**

(a) **Personal Obligation.** Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the maximum lawful rate from time to time permitted under the laws of the State of Florida. In addition, each assessment not paid within thirty (30) days after its due date shall be subject to a late fee of Twenty Dollars (\$20.00) to compensate the Association for the additional expenses incurred as a result of the delinquency. The Association may bring an action at law against any Owner or Subdivision Developer personally obligated to pay such assessment, or foreclose its lien. No Owner or Subdivision Developer may waive or otherwise escape liability for the Association's assessments by nonuse of the Common Areas or by abandonment of such Person's property, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

(b) **Foreclosure.** The Association's lien may be enforced by judicial foreclosure by the Association 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 or Subdivision Developer is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, and any assessments that become due during the period of foreclosure. All such costs and ex-

penses, interest, late fees, and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale or to acquire such property by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such property as an owner, but for purposes of resale only.

6.10 Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner is deemed to acknowledge that the assessments established by this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

6.11 Subordination of Lien. The lien for the assessments established by this Article is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot, or other lands within the Property does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners and Subdivision Developers (including the foreclosing first mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot, or other land from liability for assessments thereafter becoming due, or from the Association's lien rights. The Association shall report to any First Mortgagee any assessments remaining unpaid for more than 60 days and shall give such First Mortgagee thirty (30) days within which to cure such delinquency before instituting foreclosure proceedings, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the property encumbered and stating the address to which notices shall be given. This provision shall not be construed to impose upon the First Mortgagee any duty to collect assessments.

6.12 Limitation. Notwithstanding the provisions of this Article establishing assessments with reference to Permissible Residential Units, the number of Permissible Residential Units for which Developer or any Subdivision Developer may be obligated to pay assessments shall not exceed the number of memberships and votes allocated to the Developer or the Subdivision Developer for Permissible Residential Units.

## ARTICLE VII

### MAINTENANCE, REPAIR AND RECONSTRUCTION

#### 7.1 Maintenance.

(a) General. Each Owner, at his expense, shall maintain in good order and repair and keep in an attractive condition at all times all portions of his Lot and Residential Unit, including without limitation, the roof, gutters, downspouts, exterior building surfaces, all portions of privacy fences within the Lot, (including the Subdivision Boundary Fence, if any), all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, driveways and any other equipment, structures, improvements, additions, or attachments located on the Lot. Each Owner shall also maintain the lawn and other landscaped portions of his Lot and that portion of the public right-of-way and Common Areas, if any, located between his Lot line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular

lawn mowing, fertilizing, watering and edging. All Owners of Lakefront Lots shall keep the shoreline of the lake abutting or within their Lot in a clean, neat and orderly condition, free from all litter and debris. Each Owner of a Lakefront Lot shall, at his expense, maintain the lot so that the grass, planting or other lateral support of the embankments shall prevent erosion of the embankments. No Owner shall, directly or indirectly, change or alter the height, grade or contour of the embankments without the prior written consent of the Board and the A.R.C. No trash, garbage, rubbish, debris or refuse shall be placed on or allowed to accumulate on any Lot. Vacant Lots must also be kept free of litter, debris and nuisances. The foregoing obligations include any maintenance, repair, or replacement required by the occurrence of any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot in an attractive condition. Each Owner shall promptly perform any maintenance or repair requested by the Association and shall be liable for all direct loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice to such Owner specifying the items of maintenance or repair. Failure to properly maintain a Lot or Residential Unit shall permit the Association to perform such maintenance as provided in Paragraph 5.2 hereof, and to levy assessments to recover the cost thereof.

(b) Other Associations. If there has been created an owners association responsible for the maintenance of Lots or Residential Units within a portion of the Property, then to the extent applicable, that association shall also be deemed to be the Owner for purposes of foregoing maintenance obligations, but the foregoing shall not be deemed to relieve the individual Owner of responsibility or liability for such items.

7.2 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements within the Property, the owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one (1) year and in accordance with the provisions of this Declaration. All debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction. Owners shall comply with the provisions of Article VIII hereof whenever repairing or rebuilding damaged improvements.

7.3 Subdivision Developer. To the extent applicable, each Subdivision Developer shall comply with the provisions of this Article as to any portion of the Property owned by the Subdivision Developer that has not been platted or upon which Residential Units have not been created.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

8.1 Purpose. In order to preserve and enhance the natural beauty and aesthetic design of the Property, to promote the value of the development, and to ensure that individual residences reflect overall design objectives within an evolving community, the Property is made subject to the following restrictions in this Article VIII, and to the terms and conditions of the Cimarrone Architectural Guidelines and Policies, as such may be amended from time to time, and every Owner agrees to be bound thereby.

8.2 Architectural Review Committee. The Developer shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural Review Committee, (the "A.R.C.") composed of three (3) or more persons who need not be Owners. The A.R.C. may retain the services of an

architect (the "Professional Advisor") to assist the A.R.C. in the performance of its duties under the Legal Documents. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee members. The Developer shall retain the right to appoint the A.R.C. members until the first to occur of: a) the sale by Developer of all the Permissible Residential Units in the Property and the Additional Lands or b) ten (10) years from the date this Declaration is recorded. Thereafter the Board of Directors of the Association shall appoint the A.R.C. members. Any references in the Legal Documents to architectural approval by the Association shall be deemed to require the approval of the A.R.C. No member of the committee shall be entitled to compensation for services performed, except that the Professional Advisor, if any, shall be paid a uniform reasonable fee approved by the Board of Directors of the Association, plus any actual expenses incurred in the performance of their duties. The fee and an estimation of expenses shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

**8.3 A.R.C. Authority.** Unless the Developer is designated by this Declaration to regulate a particular item, the A.R.C. has full authority to regulate the use and appearance of the exterior of the Property to: (a) assure harmony of external design and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Property as a residential community; and (c) maintain compatibility of external appearance among the improvements located on the Property. The power to regulate includes the power to prohibit, refuse and deny approval of any plans on any grounds, including purely aesthetic grounds, and to require the removal of (when constructed without A.R.C. approval), those exterior structures, improvements, appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The A.R.C. may adopt, rescind, and amend the Cimarrone Architectural Guidelines and Policies and reasonable rules and regulations in connection with the foregoing; provided, however, that such rules and regulations: (i) shall be consistent with the provisions of the Cimarrone Architectural Guidelines and Policies and this Declaration; and (ii) if the Board of Directors has not constituted itself as the A.R.C., shall have been approved by the Board of Directors before taking effect. Violations of the A.R.C.'s Architectural Guidelines and Policies or rules and regulations shall be enforced by the Board of Directors in the name of the Association.

**8.4 A.R.C. Approval.** Except for all construction relating to the Work, items installed by Developer or a Subdivision Developer as part of the work, or any other activity conducted by or on behalf of the Developer, the A.R.C.'s prior approval is required for any and all construction or reconstruction of improvements of any nature whatsoever, including, without limitation, any building, paved area, fence, wall, exterior addition, exterior alteration (including color), mailbox, or other outbuilding, improvement or structure, unless the structure, use, or activity is expressly permitted by the A.R.C.'s promulgated Architectural Guidelines and Policies or rules and regulations.

**8.4 Applications.** All applications to the A.R.C. must be accompanied by detailed and complete plans and specifications showing the site plans, floor plans, landscaping plans, type, shape, color, specifications, dimensions, elevations, materials and location of the proposed structures or improvements, and shall be addressed to the Association and mailed certified or registered mail, return receipt requested, or delivered by hand in exchange for a signed receipt acknowledging delivery. The A.R.C. may request submission of such additional information and materials as it deems necessary, in its sole judgment, for review prior to approval or disapproval. If the A.R.C. does not approve or

disapprove any application within thirty (30) days after receipt by the A.R.C. of the plans and specifications and any additional information and materials requested by the Board, the A.R.C.'s approval will be deemed given as to all Persons without knowledge of any violation of the Legal Documents. In all other events, the A.R.C.'s approval must be in writing.

**8.5 Inspection; Escrow; Fees.** The A.R.C. or its designee may inspect the construction after completion to assure compliance with the approved plans and specifications and shall, if requested, issue a certificate of compliance if the improvements substantially comply with the approved plans and specifications and any non-compliance does not materially violate the provisions of this Declaration. If the A.R.C. refuses or is unable to issue a certificate of compliance, then it shall report to the Board of Directors and the Owner specifying the matters of non-compliance. The Board of Directors shall consider the matters of non-compliance and shall afford the affected Owner or his representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive either excusing the non-compliance or requiring the Owner to correct the non-compliant items. The A.R.C., in its sole discretion, may require that an Owner place in escrow with the A.R.C. an amount in cash or letter of credit not to exceed Ten Thousand and No/100 Dollars (\$10,000.00), which, if cash, shall be invested so as to earn interest. The amount in escrow shall be held to assure the satisfactory completion of all improvements, including landscaping, according to the plans as approved by the A.R.C. within the time period provided herein, including any extensions allowed by the A.R.C. In the event such improvements are not satisfactorily completed, the A.R.C. may present the letter of credit for payment or withdraw any cash sums from escrow, including interest earned thereon, and expend the same as necessary to effect the proper completion of the improvements and to cover any administrative costs it may incur in this regard. The remaining amount in escrow after completion of the improvements to the satisfaction of the A.R.C. shall be paid to the Owner.

The A.R.C. shall establish a fee sufficient to cover the expense of reviewing plans and related data and compensate any consulting architects, landscape architects, or inspectors, retained in accordance with the terms hereof. The A.R.C. or Board of Directors shall have the right to increase this amount from time to time.

**8.6 Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association, neither the Developer, the A.R.C. members, the Board of Directors, the Professional Advisor nor the Association shall be liable to an Owner or to any other Person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other Person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether given, granted or withheld.

## ARTICLE IX

### THE CLUB

**9.1 Club Membership.** Each Owner shall become a member of the Club Association and shall pay the initial mandatory membership fee in effect at the time of executing the purchase agreement for the Lot. Upon the transfer of a Lot by any Owner, each subsequent owner shall become a member of the Club Association and shall pay such initial mandatory membership fee as may be in effect at such time for subsequent transferees of Lots. Upon the

closing of the purchase of a Lot, payment of the mandatory initial club membership fee in effect at the time for such Owner, and approval by the Membership Committee of the Club Association, each Owner shall be entitled to all rights and privileges of Club members, subject to all obligations, conditions, restrictions and provisions of membership in the Club, including, without limitation, the obligation to pay Club Charges, including Club Dues, in effect from time to time, as provided in the Club Documents and in Paragraph 9.2 below. The Club Documents also provide for various categories and classes of members and various methods of termination of membership, including, without limitation, death, transfer of a Lot, action by the Club based upon non-payment of Club Charges or violation of Club Rules and Regulations.

9.2. Club Charges and Effect of Non-Payment. The Club Association shall have the right to charge dues and fees to Club members for the maintenance and use of the Club Property and to establish and levy Club Dues and Charges. For the year ending December 31, 1989, monthly Club Dues will be fixed at \$65.00 per month for single members, and \$90.00 per month for family members. Thereafter, the Club budget and Club Dues will be determined by the Board of Directors of the Club Association. These dues do not include certain fees and charges payable by owners based upon usage, such as golf cart rental fees, trail fees, locker rental fees, range fees, food and beverage purchases, golf and pro shop purchases, guest fees, and club storage fees.

There shall be no lien rights on an Owner's lot relating to non-payment of Club Dues and Charges. The penalty to Owners for non-payment of Club Dues and Charges shall be termination of their Club membership and all privileges to use the golf course and club facilities, expulsion from the Club, plus forfeiture of the required equity or equity option membership fee. Once expelled, a Lot Owner may be denied readmission to the Club in the discretion of the Club Association's Board of Directors, and if readmitted, a full reinstatement membership fee must be paid by said lot owner, as more specifically provided in the Club Documents and Rules and Regulations. The obligation to pay Club Charges (other than Club Dues) shall begin when the purchaser begins to use the golf course and club facilities, and the obligation to pay Club Dues and Charges shall begin upon the closing of a lot and approval of Buyer's application for Club membership by the Membership Committee of the Club Association.

## ARTICLE X

### OPERATION AND EXTENSION

10.1 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. Developer or any person to whom Developer has assigned its rights to develop the Additional Land may execute and record such an amendment or amendments without the consent or joinder of any Owner, Subdivision Developer, the Association, or any other Person. The provisions of this Declaration then 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 ten (10) years from the date this Declaration is recorded then



the Developer, its successors or assigns shall no longer have the right to extend the provisions of this Declaration as provided in this Article.

10.2 Other extensions. The extension of the provisions of this Declaration to any lands other than the Additional Lands requires the approval of two-thirds (2/3) of each class 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 interests 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.

10.3 Allocation of Permissible Residential Units. Any amendment of this Declaration extending the provisions of this Declaration to all or part of the Additional Lands may also designate the maximum number of Permissible Residential Units allocated to those lands by the Developer.

## ARTICLE XI

### GENERAL PROVISIONS

#### 11.1 Enforcement.

(a) Rights of Developer and Association. Developer reserves the right, but shall not be obligated, for the Developer or the Association, following twenty (20) days written notice to the Owner of any portion of the Property specifying a violation of the Legal Documents, to enter upon such property to correct any violation of the Legal Documents or to take such other action at the expense of the Owner as Developer or the Association deems necessary to enforce these covenants and restrictions and correct and abate the violation. The Owner of such property shall pay Developer or the Association on demand the actual cost of such enforcement plus twenty (20%) percent of the cost of performing the enforcement. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum lawful rate of interest from the date of demand. Developer or the Association may, at its option, bring an action at law against such owner personally obligated to pay the same, or upon giving the Owner ten (10) days written notice of an intention to file a claim of lien against a Lot, may file and foreclose such lien. Any entry, correction, abatement or other action undertaken by the Developer or the Association pursuant hereto shall not be deemed a trespass and shall not make the Association responsible or liable in any way for damages relating thereto or on account thereof.

(b) Legal Proceedings. The Developer, Subdivision Developers, the Association, or any Owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents, including without limitations, proceedings for injunctive relief. If any Owner obtains the enforcement of any provision of the Legal Documents against any Owner other than Developer, Subdivision Developer, or the Association or if the Association, a Subdivision Developer, or the Developer is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, then such prevailing party may recover all costs and expenses, including reasonable attorneys' fees incurred at trial and in appellate proceedings from the nonprevailing party. In no event may such costs and expenses be recovered against the Association unless otherwise provided by law. If the Association is the prevailing party against any Owner or Subdivision Developer,

such costs and expenses, including reasonable attorneys' fees, may be assessed against the lot or other property owned within the Property, as provided in Article VI. 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.

(c) No Waiver. Failure by the Developer, Subdivision Developer, the Association or by any Owner to enforce any covenant, restriction, Rule or Regulation will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create any liability for the Developer, Subdivision Developer or the Association to any Owner or any other Person.

11.2 Term and Renewal. 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 be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, representatives, and assigns and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Developers, the Association or any Owner, their respective heirs, successors, representatives, and assigns, for a period of forty (40) years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten (10) years each, unless sixty-seven percent (67%) of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six (6) months immediately preceding the beginning of any renewal period.

### 11.3 Amendment.

(a) Developer. The Developer may amend this Declaration on its own motion from the date of original adoption of the Bylaws until control of the Association is passed to members other than the Developer, and, for so long as Developer is a member of the Association, all amendments must be approved by Developer in writing. Notwithstanding the foregoing, the Developer reserves and shall at all times have the sole right without the joinder or consent of any Subdivision Developer, Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency, institutional First Mortgagee, or other Person willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot (including the Federal National Mortgage Association, Veterans Administration, and the Federal Housing Authority); or (ii) to amend this Declaration or the other Legal Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents or any Plats; or (iii) to include in any contract, deed, or other instrument, any additional covenants, restrictions or easements applicable to any particular Lot or other part of the Property; or (iv) to release any Lot from any provision of this Declaration which may have been violated if the Developer, in its sole judgment, determines such violation to be non-material. Any amendment or addition to this Declaration shall conform to the general purposes and standards of the provisions hereof.

(b) Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by an affirmative vote of not less than sixty-seven percent (67%) of all Owners at a duly called and convened meeting of the Association, and shall be evidenced by a certificate signed by a majority of

the Board of Directors with the formalities from time to time required of a deed under the laws of the State of Florida and which certifies that the requisite vote was obtained at the duly called and convened meeting of the Association. No amendment shall be effective until recorded.

**11.4 Other Approvals** All of the following actions require the prior approval of the Developer (for so long as Developer is a member of the Association), the holders of sixty-seven percent (67%) of the First Mortgages within the Property, and, as the same may be required while there is a Class B membership, the Federal Housing Authority, the Veterans Administration and the United States Department of Housing and Urban Development: (a) amendment of the Articles or of this Declaration, except as expressly provided in Article IX and in subparagraph (a) of the last preceding paragraph; and (b) alienation or encumbrancing of all or any portion of the Common Areas, except as permitted under Article 11 of this Declaration; (c) the merger, consolidation, or dissolution of the Association; and (d) the annexation of Additional Lands or the extension of the provisions of this Declaration to lands other than the Additional Lands.

**11.5 Reservation of Right to Release Restrictions.** Subject to applicable zoning regulations, in each instance where an improvement has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the improvement encroaches upon any easement area or the Common Areas or otherwise violates or would violate any provision of this Declaration, Developer reserves for itself the right to release the encroachment or violation and to grant an exception to permit the encroachment or violation by the structure without the consent or joinder of any Person irrespective of who owns the affected lands, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots, and the overall appearance of the Property. Upon granting of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected property.

**11.6 Rights of First Mortgagees.** Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

(a) **Inspection.** During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Rules and Regulations and the books, records, and financial statements of the Association; and

(b) **Financial Statements.** Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charges to defray its cost incurred in providing such copies; and

(c) **Meetings.** To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

(d) **Notices.** By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under

any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (ii) any 60 day delinquency in the payment of assessments or charges owed by the Owner of any Lot encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

**11.7 Provisions Inoperative as to The Work.** Nothing contained in this Declaration shall be interpreted, or enforced to prevent Developer, or its contractors, subcontractors, agents, employees, successors or assigns, or a Subdivision Developer to whom Developer has expressly assigned its rights under this subparagraph, from doing or performing on all or any part of the Property owned or controlled by Developer or the Subdivision Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work. The foregoing includes the right for Developer and any Person designated by Developer in writing to: (a) construct and use signs, construction trailers, or buildings, model units, design centers, and offices for sales and resales of Lots and Residential Units; and (b) remove trees and other vegetation when constructing streets, utilities facilities, lakes and drainage systems within the Property.

**11.8 Assignment.** Developer may assign to any Person, including Subdivision Developers, all or some of the rights, privileges and exemptions granted herein to Developer in connection with the ownership, use, or development of a portion of the Property, including by way of example, the rights, privileges and exemptions described in paragraph 11.7 hereof. Any such assignment shall be non-exclusive unless otherwise noted, and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Developer.

**11.9 Severability.** Invalidity of any 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, that 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 Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

**11.10 Notices.** Any notice required to be sent to any Owner or the Developer 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.

IN WITNESS WHEREOF, Developer has executed this Declaration the date first stated above.

CORDELE PROPERTIES, INC.

Robert L. Blalock By: James C. LaRue  
David H. Anderson Its: President

STATE OF FLORIDA  
COUNTY OF DUVAL

Before me personally appeared James C. LaRue, the  
of Cordele Properties, Inc., a Florida corporation,  
known to me to be the individual described in and who executed the  
foregoing instrument, and acknowledged to and before me that he  
executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 25th day of  
February, 1989, at county and state aforesaid.

James C. LaRue  
Notary Public, State of Florida  
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
My Commission Expires Aug. 30, 1990

G.R. 811 PG 1027

A portion of Sections 13 and 24, Township 5 South, Range 21 East, St. John's County, Florida, being more particularly described as follows: COMMENCING at the intersection of the Westerly line of said Section 24, with the centerline of State Road No. 9-210 (a 100 foot right-of-way as now established); thence North  $47^{\circ}26'30''$  East along said centerline, 290.53 feet to a point; thence North  $42^{\circ}33'30''$  West, 50.00 feet to a point on the Northwestern right-of-way line of said State Road No. 9-210; thence the following three (3) courses and distances along said Northeasterly right-of-way line; COURSE NO. 1: thence North  $47^{\circ}26'30''$  East, 1659.79 feet to a point of curvature; COURSE NO. 2: thence Northeasterly along the arc of a curve concave Southeasterly and having a radius of 871.49 feet, an arc distance of 396.61 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $60^{\circ}28'45''$  East, 393.20 feet; COURSE NO. 3: thence North  $73^{\circ}11'00''$  East, 1074.63 feet to the point of curvature and the POINT OF BEGINNING; thence Northeasterly along the arc of a curve concave Northeasterly and having a radius of 50.00 feet, an arc distance of 85.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $74^{\circ}48'13''$  East, 75.14 feet; thence North  $23^{\circ}54'35''$  West, 16.54 feet to the point of curvature of a curve concave Southwesterly and having a radius of 125.00 feet; thence along and around the arc of said curve, an arc distance of 60.59 feet to the point of reverse curvature of a curve, said arc being subtended by a chord bearing and distance of North  $37^{\circ}47'47''$  West, 60.00 feet; thence Northwesterly along the arc of a curve concave Northeasterly and having a radius of 378.11 feet, an arc distance of 29.67 feet, said arc being subtended by a chord bearing and distance of North  $49^{\circ}26'05''$  West, 29.66 feet; thence South  $78^{\circ}31'28''$  West, 429.33 feet; thence North  $68^{\circ}43'18''$  West, 110.55 feet; thence South  $78^{\circ}16'58''$  West, 340.00 feet; thence South  $45^{\circ}13'59''$  West, 93.06 feet; thence South  $74^{\circ}45'52''$  West, 448.43 feet; thence South  $42^{\circ}33'21''$  West, 329.71 feet; thence South  $87^{\circ}47'07''$  West, 101.56 feet; thence South  $48^{\circ}40'47''$  West, 394.49 feet; thence South  $19^{\circ}28'52''$  East, 109.26 feet; thence South  $59^{\circ}01'49''$  West, 451.74 feet; thence North  $29^{\circ}51'22''$  West, 198.71 feet; thence North  $68^{\circ}45'51''$  East, 161.46 feet; thence North  $29^{\circ}35'47''$  East, 483.58 feet to a point hereinafter referred to as Reference Point "A"; thence North  $2^{\circ}04'25''$  West, 120.94 feet to the point of curvature of a curve concave Easterly and having a radius of 367.55 feet; thence along and around the arc of said curve, an arc distance of 66.08 feet, said arc being subtended by a chord bearing and distance of North  $15^{\circ}11'20''$  West, 66.00 feet; thence North  $84^{\circ}49'55''$  West, 215.01 feet; thence North  $15^{\circ}48'27''$  East, 336.82 feet; thence North  $21^{\circ}48'37''$  East, 397.51 feet; thence North  $02^{\circ}37'00''$  West, 266.01 feet; thence North  $10^{\circ}31'19''$  West, 249.31 feet; thence North  $06^{\circ}40'58''$  West, 427.25 feet; thence North  $13^{\circ}27'29''$  West, 314.62 feet; thence North  $14^{\circ}18'50''$  West, 333.84 feet; thence North  $04^{\circ}10'28''$  West, 253.22 feet; thence North  $00^{\circ}40'14''$  East, 247.20 feet; thence North  $01^{\circ}45'47''$  West, 100.00 feet; thence North  $83^{\circ}29'24''$  East, 152.29 feet to a point lying on a curve concave Easterly and having a radius of 230.00 feet; thence along and around the arc of said curve, an arc distance of 76.13 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $18^{\circ}00'10''$  East, 75.89 feet; thence North  $25^{\circ}47'29''$  East, 150.00 feet to the point of curvature of a curve concave Southeasterly and having a radius of 290.00 feet; thence Northeasterly along and around the arc of said curve, an arc distance of 44.01 feet, said arc being subtended by a chord bearing and distance of North  $30^{\circ}17'37''$  East, 43.96 feet; thence South  $55^{\circ}12'14''$  East, 50.00 feet to a point lying on a curve concave Southeasterly and having a radius of 220.00 feet; thence Southwesterly along and around the arc of said curve, an arc distance of 34.58 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $30^{\circ}17'37''$  West, 34.54 feet; thence South  $25^{\circ}47'29''$  West, 41.55 feet; thence South  $58^{\circ}52'21''$  East, 134.66 feet; thence South  $03^{\circ}58'21''$  West, 186.35 feet; thence South  $05^{\circ}14'55''$  East, 498.30 feet; thence South  $35^{\circ}05'59''$  East, 128.72 feet; thence South  $48^{\circ}01'29''$  East, 319.20 feet; thence South  $52^{\circ}38'14''$  East, 800.72 feet; thence South  $10^{\circ}41'49''$  East, 295.89 feet; thence South  $29^{\circ}54'26''$  East, 159.30 feet; thence South  $01^{\circ}01'47''$  East, 219.35 feet; thence South  $56^{\circ}11'05''$  East, 107.43 feet to the point of curvature of a curve concave Northeasterly and having a radius of 328.39 feet; thence along and around the arc of said curve, an arc distance of 54.45 feet; said arc being subtended by a chord bearing and distance of South  $60^{\circ}56'09''$  East, 54.39 feet; thence North  $54^{\circ}42'45''$  East, 175.35 feet; thence North  $78^{\circ}46'59''$  East, 246.63 feet; thence South  $84^{\circ}17'32''$  East, 138.39 feet; thence North  $26^{\circ}33'05''$  West, 7.44 feet to the point of curvature of a curve concave Easterly and having a radius of 493.77 feet; thence along and around the arc of said curve, an arc distance of 154.54 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $19^{\circ}39'58''$  West, 154.21 feet; thence North  $10^{\circ}40'57''$  West, 53.51 feet to the point of curvature of a curve concave Northerly and having a radius of 128.53 feet; thence along and around the arc of said curve, an arc distance of 286.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $13^{\circ}47'53''$  East, 272.77 feet; thence North  $38^{\circ}16'43''$  East, 38.26 feet to the point of curvature of a curve concave Westerly and having a radius of 310.46 feet; thence along and around the arc of said curve, an arc distance of 442.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $02^{\circ}11'58''$  West, 489.82 feet; thence North  $43^{\circ}28'39''$  West, 95.54 feet to the

point of curvature of a curve concave Easterly and having a radius of 332.78 feet; thence along and around the arc of said curve, an arc distance of 358.60 feet, said arc being subtended by a chord bearing and distance of North 17°28'25" West, 341.50 feet to the point of reverse curvature of a curve; thence Northerly along the arc of a curve concave westerly and having a radius of 2103.28 feet, an arc distance of 154.37 feet to the point of reverse curvature of a curve, said arc being subtended by a chord bearing and distance of North 16°17'40" East, 154.34 feet; thence Northerly along the arc of a curve concave Westerly and having a radius of 25.00 feet; thence along and around the arc of said curve, an arc distance of 30.66 feet to the point of reverse curvature of a curve, said arc being subtended by a chord bearing and distance of North 20°56'22" West, 28.77 feet; thence Northwesterly along the arc of a curve concave Northeastly and having a radius of 132.34 feet, an arc distance of 31.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 49°15'01" West, 31.43 feet; thence North 42°25'47" West, 102.57 feet to the point of curvature of a curve concave Southwesterly and having a radius of 102.14 feet; thence along and around the arc of said curve, an arc distance of 15.92 feet, said arc being subtended by a chord bearing and distance of North 46°53'40" West, 15.90 feet; thence South 62°24'41" West, 318.08 feet; thence South 71°20'08" West, 252.67 feet; thence North 28°58'09" West, 200.00 feet; thence North 61°01'51" East, 561.08 feet; thence South 42°26'47" East, 326.31 feet to the point of curvature of a curve concave Northerly and having a radius of 25.00 feet; thence along and around the arc of said curve, an arc distance of 55.39 feet, said arc being subtended by a chord bearing and distance of North 74°06'04" East, 44.73 feet; thence South 79°22'06" East, 60.00 feet to a point on a curve concave Westerly and having a radius of 2163.28 feet; thence along and around the arc of said curve, an arc distance of 293.19 feet to the point of reverse curvature of a curve, said arc being subtended by a chord bearing and distance of South 14°30'52" West, 292.97 feet; thence Southerly along the arc of a curve concave Easterly and having a radius of 272.78 feet; thence along and around the arc of said curve, an arc distance of 293.95 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 12°26'25" East, 279.93 feet; thence South 41°20'39" East, 95.51 feet to the point of curvature of a curve concave Westerly and having a radius of 370.46 feet; thence along and around the arc of said curve, an arc distance of 527.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 02°31'58" East, 484.25 feet; thence South 38°16'43" West, 30.26 feet to the point of curvature of a curve concave Easterly and having a radius of 268.53 feet; thence along and around the arc of said curve, an arc distance of 229.46 feet to the point of compound curvature of a curve, said arc being subtended by a chord bearing and distance of South 13°47'53" West, 229.46 feet; thence South 10°40'57" East, 53.51 feet to the point of curvature of a curve concave Easterly and having a radius of 320.24 feet; thence along and around the arc of said curve, an arc distance of 51.63 feet to the point of compound curvature of a curve, said arc being subtended by a chord bearing and distance of South 15°18'07" East, 51.58 feet; thence Southeastly along the arc of a curve concave Northeastly and having a radius of 182.84 feet, an arc distance of 140.42 feet to the point of reverse curvature of a curve, said arc being subtended by a chord bearing and distance of South 41°55'22" East, 136.99 feet; thence Southeastly along the arc of a curve concave Southwesterly and having a radius of 179.37 feet to the point of reverse curvature of a curve; thence along and around the arc of said curve, an arc distance of 158.38 feet, said arc being subtended by a chord bearing and distance of South 38°37'43" East, 153.28 feet; thence Southeastly along the arc of a curve concave Northeastly and having a radius of 25.00 feet; thence along and around the arc of said curve, an arc distance of 33.23 feet to a point of tangency, said arc being subtended by a chord bearing and distance of South 51°24'22" East, 30.83 feet; thence South 85°26'47" East, 61.45 feet; thence South 03°31'13" West, 60.00 feet to a point lying on a curve concave Southeastly and having a radius of 25.00 feet; thence along and around the arc of said curve, an arc distance of 53.34 feet, said arc being subtended by a chord bearing and distance of South 29°23'35" West, 43.78 feet; thence Southeastly along the arc of a curve concave Northeastly and having a radius of 525.00 feet; thence along and around the arc of said curve, an arc distance of 162.64 feet to the point of reverse curvature of a curve, said arc being subtended by a chord bearing and distance of South 46°36'30" East, 161.99 feet; thence Southeastly along the arc of a curve concave Southwesterly and having a radius of 455.08 feet; thence along and around the arc of said curve, an arc distance of 262.06 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 32°59'00" East, 258.45 feet; thence South 16°29'00" East, 87.93 feet to the point of curvature of a curve concave Northeastly and having a radius of 50.00 feet; thence along and around the arc of said curve, an arc distance of 78.54 feet to the point of tangency with said Northwesterly right-of-way line of State Road No. 3-718, said arc being subtended by a chord bearing and distance of South 61°21'00" East, 70.71 feet; thence South 73°31'09" West along said Northwesterly right-of-way line, a distance of 222.16 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described lands: A portion of said Sections 13 and 24, Township 3 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at aforementioned Reference Point "A"; thence North  $66^{\circ}55'35''$  East, 60.00 feet to the POINT OF BEGINNING; thence North  $79^{\circ}19'15''$  East, 194.18 feet; thence North  $37^{\circ}02'22''$  East, 380.97 feet; thence North  $16^{\circ}01'52''$  East, 406.54 feet; thence North  $78^{\circ}44'26''$  East, 76.77 feet; thence South  $64^{\circ}28'53''$  East, 304.44 feet; thence North  $81^{\circ}17'13''$  East, 229.30 feet; thence North  $22^{\circ}42'18''$  East, 237.99 feet; thence North  $56^{\circ}11'09''$  West, 107.43 feet; thence South  $62^{\circ}46'12''$  West, 89.29 feet; thence North  $74^{\circ}39'40''$  West, 394.18 feet; thence North  $38^{\circ}13'26''$  West, 759.38 feet; thence North  $54^{\circ}57'08''$  West, 44.98 feet; thence South  $44^{\circ}44'04''$  West, 404.44 feet; thence South  $18^{\circ}31'04''$  West, 44.98 feet; thence South  $42^{\circ}01'57''$  East, 256.90 feet; thence South  $76^{\circ}09'45''$  East, 73.70 feet; thence South  $09^{\circ}22'14''$  East, 207.35 feet; thence South  $10^{\circ}24'04''$  West, 590.41 feet; thence South  $30^{\circ}23'01''$  West, 216.08 feet; thence South  $66^{\circ}55'35''$  West, 30.00 feet; thence South  $33^{\circ}04'25''$  East, 40.94 feet to the POINT OF BEGINNING.



C.R. 811 PS 1030

A PART OF SECTIONS 13 AND 24, TOWNSHIP 5 SOUTH, RANGE 27 EAST, TOGETHER WITH A PART OF SECTIONS 18 AND 19, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ALL IN ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 24 WITH THE CENTERLINE OF STATE ROAD S-210, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 47°25'20" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 878.18; THENCE NORTH 42°33'30" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 42°33'30" WEST, A DISTANCE OF 850.00 FEET; THENCE NORTH 48°28'45" EAST, A DISTANCE OF 401.76 FEET; THENCE NORTH 27°20'48" EAST, A DISTANCE OF 245.46 FEET; THENCE NORTH 42°20'49" EAST, A DISTANCE OF 301.04 FEET; THENCE NORTH 14°32'24" EAST, A DISTANCE OF 290.84 FEET; THENCE NORTH 16°09'49" EAST, A DISTANCE OF 400.00 FEET; THENCE NORTH 22°55'46" EAST, A DISTANCE OF 297.07 FEET; THENCE NORTH 00°45'55" WEST, A DISTANCE OF 209.47 FEET; THENCE NORTH 20°49'31" WEST, A DISTANCE OF 247.13 FEET; THENCE NORTH 05°22'05" EAST, A DISTANCE OF 258.65 FEET; THENCE NORTH 14°05'53" WEST, A DISTANCE OF 212.49 FEET; THENCE NORTH 10°27'11" WEST, A DISTANCE OF 1095.77 FEET; THENCE NORTH 01°45'47" WEST, A DISTANCE OF 197.29 FEET; THENCE NORTH 15°49'47" WEST, A DISTANCE OF 526.24 FEET; THENCE NORTH 30°07'43" WEST, A DISTANCE OF 922.77 FEET; THENCE NORTH 51°55'48" WEST, A DISTANCE OF 107.70 FEET; THENCE NORTH 30°07'43" WEST, A DISTANCE OF 649.00 FEET; THENCE NORTH 09°55'26" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 34°05'22" EAST, A DISTANCE OF 550.00 FEET; THENCE NORTH 52°32'41" EAST, A DISTANCE OF 603.91 FEET; THENCE NORTH 42°55'46" EAST, A DISTANCE OF 250.05 FEET; THENCE NORTH 60°02'11" EAST, A DISTANCE OF 411.95 FEET; THENCE SOUTH 28°10'39" EAST, A DISTANCE OF 294.91 FEET; THENCE SOUTH 68°02'01" EAST, A DISTANCE OF 245.00 FEET; THENCE SOUTH 06°01'00" WEST, A DISTANCE OF 401.86 FEET; THENCE SOUTH 20°38'32" EAST, A DISTANCE OF 105.00 FEET; THENCE SOUTH 50°43'06" EAST, A DISTANCE OF 451.81 FEET; THENCE SOUTH 25°33'35" EAST, A DISTANCE OF 480.00 FEET; THENCE SOUTH 55°56'37" EAST, A DISTANCE OF 265.00 FEET; THENCE NORTH 82°25'22" EAST, A DISTANCE OF 180.62 FEET; THENCE NORTH 17°09'32" EAST, A DISTANCE OF 339.73 FEET; THENCE NORTH 57°50'52" EAST, A DISTANCE OF 413.40 FEET; THENCE SOUTH 46°34'56" EAST, A DISTANCE OF 640.18 FEET; THENCE SOUTH 87°01'54" EAST, A DISTANCE OF 675.91 FEET; THENCE SOUTH 53°36'56" EAST, A DISTANCE OF 236.01 FEET; THENCE SOUTH 31°41'27" EAST, A DISTANCE OF 675.76 FEET; THENCE SOUTH 15°49'09" EAST, A DISTANCE OF 311.81 FEET; THENCE SOUTH 73°14'59" EAST, A DISTANCE OF 537.82 FEET; THENCE SOUTH 17°23'13" EAST, A DISTANCE OF

223.07 FEET; THENCE SOUTH 09°59'20" EAST, A DISTANCE OF 3009.34 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD S-210; THENCE SOUTH 73°32'30" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3952.45 FEET TO THE POINT OF POINT OF CURVE OF A CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 871.48 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 396.99 FEET, MAKING A CENTRAL ANGLE OF 26°06'00" AND HAVING A CHORD BEARING OF SOUTH 60°29'31" WEST, AND A CHORD DISTANCE OF 393.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 47°26'30" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1659.59 FEET TO THE POINT OF BEGINNING. CONTAINING 646.32 ACRES, MORE OR LESS.

89 FEB 14 AM 9:13

CLERK OF COUNTY COURT

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3

**FIVE MINUTE RECORDING**

Prepared by and returned to:  
Richard G. Hathaway, P.A.  
115 Professional Drive, Suite 101  
Ponte Vedra Beach, FL 32082

Public Records of  
St. Johns County, FL  
Clerk# 03-012735  
O.R. 1903 PG 1033  
12:59PM 02/25/2003  
REC \$13.00 SUR \$2.00

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**SUPPLEMENTARY DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
CIMARRONE UNIT 9**

This Supplementary Declaration of Covenants and Restrictions for Cimarrone Unit 9 at Cimarrone (the "Supplemental Declaration") is made this ~~5<sup>th</sup>~~ <sup>6<sup>th</sup></sup> day of ~~February~~ 2003, by Cordele Properties, Inc., a Florida corporation, whose address is 200 Business Park Circle, Suite 101, St. Augustine, FL 32095.

**RECITALS:**

- A. Cordele Properties, Inc. (the "Developer") is the developer of certain real property located in St. Johns County, Florida, known as the Cimarrone Golf & Country Club;
- B. By the Declaration of Covenants & Restrictions for Cimarrone Golf and Country Club, dated February 9, 1989, as recorded in Official Records Book 811, Page 0995; as amended and restated by the Amendment to and Restatement of Declaration, dated January 29, 1996, as recorded in Official Records Book 1154, Page 428 in St. Johns County, Florida current public records as thereafter supplemented and amended (as amended, restated and supplemented the "Amended and Restated Declaration"), the Developer submitted certain real property (the "Property") within the Cimarrone Golf & Country Club to the terms, provisions, restrictions, easements, covenants and conditions of the Declaration, for the benefit of all owners of the Property and for the purpose of maintaining the Property, assuring high quality standards for the enjoyment of the Property and preserving the value and desirability of the Property;
- C. Pursuant to the terms of Sections 1.1, 1.32, 2.11 and 10.1 of the Declaration, the Developer reserved the right to extend the provisions of the Declaration to the "Additional Lands" (as defined in the Declaration) by recording a supplementary declaration in the public records of St. Johns County, Florida;
- D. Pursuant to the terms of Section 2.11 of the Declaration, the Developer may from time to time plat all or part of the Additional Lands;
- E. The Developer has platted the real property described in Exhibit "A" in the plat (the "Plat") of **CIMARRONE UNIT 9 AT CIMARRONE** as recorded in Map Book \_\_\_, pages \_\_\_ through \_\_\_ of the current public records of St. Johns County, Florida (the property subject to the Plat shall be referred to herein as the "Cimarrone Unit 9 Property"; the Cimarrone Unit 9 Property is within the "Additional Lands" as defined in the Declaration);
- F. The Developer desires to subject the Cimarrone Unit 9 Property to the terms, conditions and provisions of the Declaration.

NOW, THEREFORE, the Developer hereby declares as follows:

**ARTICLE I  
EXTENSION AND INCORPORATION OF THE DECLARATION**

The Developer hereby extends the lien, operation and effect of Declaration to the Cimarrone Unit 9 Property with the effect that hereafter the Cimarrone Unit 9 Property shall be held, transferred, sold, conveyed, mortgaged, and occupied subject to the terms, provisions, covenants, restrictions, conditions, easements, charges, liens and all other matters set forth in the Declaration, which by this reference are fully incorporated herein.

**ARTICLE II  
INTERPRETATION AND DEFINITIONS**

In the event of a conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control and supersede. Reference shall be made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provisions of this Supplemental Declaration. Except as specifically defined herein, all capitalized words defined in the Declaration shall have the same meanings in this Supplemental Declaration.

**ARTICLE III  
JURISDICTIONAL WETLANDS PROPERTY**

Certain parts of the Cimarrone Unit 9 Property as shown on the Plat are designated as "wetlands property" as defined by the rules and regulations of the Florida Department of Environmental Protection ("DEP") and the United States Army Corps of Engineers ("Corp"). Nothing shall be constructed upon and no activity of any sort shall be conducted within such "wetlands property," nor shall any soil, vegetation or other materials be interfered with, removed or otherwise disturbed in any manner, unless permitted in writing in advance by the ARC, the DEP, the Corps and the St. Johns River Water Management District, as and if applicable.

**ARTICLE IV  
COMMON AREAS AND ROADS**

The lands described on the Plat as Tracts "A" through "D" and the street described as "Cimarrone Boulevard," "Balckhawk Drive," and "Siouan Lane" are hereby declared to be "Common Areas" as defined in Article I, Section 1.12 of the Declaration. "Cimarrone Boulevard," "Balckhawk Drive," and "Siouan Lane" shall be a Common Road as defined in Article I, Section 1.13 of the Declaration.

**ARTICLE V  
MINIMUM SQUARE FOOTAGE**

Pursuant to Section 3.2 of the Declaration, Developer hereby declares that the minimum heating and air conditioned enclosed living area for each residential unit in the Cimarrone Unit 9 Property shall be 2000 square feet for one-story homes and 2250 square feet for two-story homes.

**ARTICLE VI  
MAXIMUM NUMBER OF PERMISSIBLE RESIDENTIAL UNITS**

Pursuant to Section 10.3 of the Declaration, forty-four (44) is the number hereby designated by Developer as the maximum number of Permissible Residential Units allocated to the Cimarrone Unit 9 Property.

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

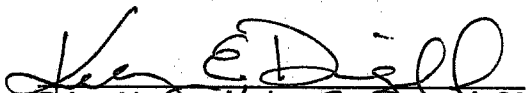
OR1903PG1035


**7.1 Effect.** The terms, provision and conditions of the Declaration are incorporated by reference herein and made applicable to all Owners within the Cimarrone Unit 9 Property. The provisions of the Declaration, as hereby supplemented, shall run with title to the Cimarrone Unit 9 Property, and shall be binding upon all parties having any right, title, or interest in or to all or any portion thereof, their respective heirs, personal representatives, successors, and assigns, and shall be enforceable by and inure to the benefit of the Developer, the Association and each Owner, as applicable. The grantee of any deed conveying any Lot within the Cimarrone Unit 9 Property shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with, and be bound by the provisions of the Declaration, as supplemented hereby.

**7.2 Operation.** This instrument will take effect upon its recordation in the Public Records of St. Johns County, Florida. From and after such date, Developer intends that all references to the Declaration or any supplemental declaration now or hereafter made in any other document recorded in the Public Records of St. Johns County, Florida, or elsewhere, shall refer to the Declaration including this Supplemental Declaration unless expressly provided otherwise.

**7.3 Limitation.** Except as supplemented hereby, the Declaration has not been otherwise amended and remains in full force and effect.

IN WITNESS THEREOF, Developer has caused this Supplementary Declaration of Covenants and Restrictions for Cimarrone Unit 9 at Cimarrone to be executed by and through its authorized officer who is hereunto duly authorized, as of the day and year first above set forth.

  
Print Name: Kelly E. Dragoff

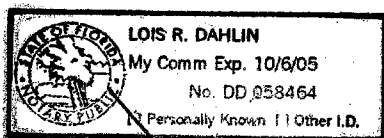
  
Print Name: Michael J. Homan

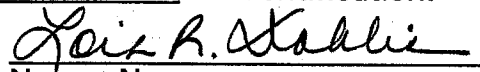
  
**CORDELE PROPERTIES, INC.**

Name: Patrick T. Murphy  
Its: VICE PRESIDENT  
Address: 200 Business Park Circle  
Suite 101  
St. Augustine, FL 32095

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of FEB, 2003, by Patrick T. Murphy, the \_\_\_\_\_ of Cordele Properties, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



  
Notary Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(Notary Seal)

## CORRECTIVE SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR CIMARRONE Unit 9

This Corrective Supplementary Declaration of Covenants and Restrictions for Cimarrone Unit 9 (the "Supplementary Declaration") is made and entered this 5th day of August, 2004, by Cordele Properties, Inc., a Florida corporation, whose address is 200 Business Park Circle, Suite 101, St Augustine, FL 32095. This Supplementary Declaration is being recorded to correct the original "Supplementary Declaration of Covenants and Restrictions for Cimarrone Unit 9", recorded on February 25, 2003 in OR Book 1903, page 1033, which was recorded without the Plat information.

### R E C I T A L S:

- A. Cordele Properties, Inc. (the "Developer") is the Developer of certain real property located in St. County, Florida, known as the Cimarrone Golf & Country Club.
- B. By Declaration of Covenants and Restrictions for Cimarrone Golf & Country Club, dated February 9, 1989, and recorded in the official records volume 811, page 995 of the public records of St. Johns County, Florida, as amended and restated in the Amended and Restated Covenants & Restrictions recorded in the official record book 1154, page 428 of the public records of St. Johns County, Florida, as supplemented by (as amended, restated and supplemented, the "Declaration"), the Developer submitted certain real property (the "Property") within Cimarrone Golf & Country Club to the terms, provisions, restrictions, easements, covenants and conditions of the Declaration, for the benefit of all owners of property and for the purpose of maintaining the Property, assuring high quality standards for the enjoyment of the Property and preserving the value and desirability of the Property.
- C. Pursuant to the terms of Sections 1.1, 1.32, 2.11 and 10.1 of the Declaration, the Developer reserved the right to extend the provisions of the Declaration to the "Additional Lands" (as defined in the Declaration) by recording a supplementary declaration in the records of St. Johns County, Florida;
- D. Pursuant to the terms of Section 2.11 of the Declaration, the Developer may from time to time plat all or part of the Additional Lands;
- E. The Developer has platted the real property described in Exhibit "A" in the plat (the "Plat") of CIMARRONE UNIT 9 at CIMARRONE as recorded in Map Book 48, pages 20 of the public records of St. Johns County, Florida. The property subjected to the Plat shall be referred to herein as the "Cimarrone Unit 9 Property"; the Cimarrone Unit 9 Property is within the "Additional Lands" as defined in the Declaration.
- F. The Developer desires to subject the Cimarrone Unit 9 Property to the terms, conditions and provisions of the Declaration.

NOW, THEREFORE, the Developer hereby declares as follows;

N:\Clients\Cordele Properties-Gen\covenants & restriction - Cimm Unit 9.doc

**ARTICLE I**  
**EXTENSION AND INCORPORATION OF THE DECLARATION**

The Developer hereby extends the lien, operation and effect of the Declaration to the Cimarrone Unit 9 Property with the effect that hereafter the Cimarrone Unit 9 Property shall be held, transferred, sold, conveyed, mortgaged and occupied subject to the terms, provisions, covenants, restrictions, conditions, easements, charges, liens and all other matters set forth in the Declaration, which by this reference are fully incorporated herein.

**ARTICLE II**  
**INTERPRETATIONS AND DEFINITIONS**

In the event of a conflict between the Declaration and this Supplementary Declaration, this Supplementary Declaration shall control and supersede. Reference shall be made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provision of this Supplementary Declaration. Except as specifically defined herein, all capitalized words in the Declaration shall have the same meanings in this Supplementary Declaration.

**ARTICLE III**  
**JURISDICTIONAL WETLAND PROPERTY**

Certain parts of the Cimarrone Unit 9 Property as shown on the plat are designated as "Wetland Property" as defined by the rules and regulations of the Florida Department of Environmental Protection ("DEP") and the United States Army Corps of Engineers ("Corp"). Nothing shall be constructed upon and no activity of any sort shall be conducted within such "wetland property", nor shall any soil, vegetation or other materials be interfered with, removed or otherwise disturbed in any manner, unless permitted in writing in advance by the ARC, the DEP, the Corps and the St. Johns River Water Management District, as and if applicable.

**ARTICLE IV**  
**COMMON AREAS AND ROADS**

The Lands Described on the Plat as tracts "A" through "D" and the streets described as "Cimarrone Boulevard", "Blackhawk Drive", "Siouan Lane" are hereby declared to be "Common Areas" as defined in Article I, Section 1.12 of the Declaration and said streets are hereby declared to be Common Roads as defined in Article I, Section 1.13 of the Declaration.

**ARTICLE V**  
**MINIMUM SQUARE FOOTAGE**

Pursuant to Section 3.2 of the Declaration, Developer hereby declares that the minimum heated and air conditioned enclosed living area for each Residential Dwelling Unit in the Cimarrone Unit 9 Property shall be as follows; each one story dwelling shall contain a minimum of 2000 square feet of heated and cooled space. Each two story dwelling shall contain a minimum of 2250 square feet.

**ARTICLE VI**  
**MAXIMUM NUMBER OF PERMISSIBLE RESIDENTIAL DWELLING UNITS**

Pursuant to Section 10.3 of the Declaration, forty-four (44) is the number hereby designated by the Developer as the maximum number or permissible residential dwelling units allocated to the Cimarrone Unit 9 Property.

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ARTICLE VII  
MISCELLANEOUS PROVISIONS

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7.1 EFFECT. The terms, provisions and conditions of the Declaration are incorporated by reference herein and made applicable to all owners within the Cimarrone Unit 9 Property. The provision of the Declaration as hereby supplemented, shall run with title to the Cimarrone Unit 9 Property and shall be binding upon all parties having a right, title, or interest in or to all or any portion thereof, their respective heirs, personal representatives, successors and assigns and shall be enforceable by and inure to the benefit of the Developer, the Association and each Owner, as applicable. The grantee of any deed conveying any Lot within Cimarrone Unit 9 Property shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the provisions of the Declaration as supplemented hereby.

7.2 OPERATION. This instrument will take effect upon its recordation in the Public Records of St. Johns County, Florida. From and after such date, Developer intends that all references to the Declaration or any Supplementary declaration now or hereafter made in any other document recorded in the Public Records of St. Johns County, Florida or elsewhere shall refer to the Declaration including this Supplementary Declaration unless expressly provided otherwise.

7.3 LIMITATON. Except as supplemented hereby, the Declaration has not been other wise amended and remains in full force and effect.

IN WITNESS THEREOF, Developer has caused this Supplementary Declaration of the Covenant and Restrictions for Cimmarone Unit 9 Property at Cimarrone Golf & Country Club to be executed by and through its authorized officer who is hereunto duly authorized as of the day and year first above set forth.

Signed, sealed and witnessed

Susan B. Bailey  
Witness: Susan B. Bailey

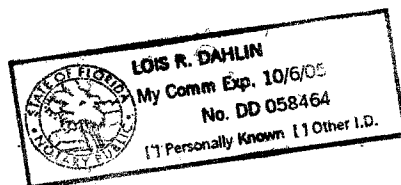
John E. Dondoff  
Witness: John E. Dondoff

CORDELE PROPERTIES, INC.

By: Patrick T. Murphy  
Title: Vice President

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of AUG, 2004 by Patrick T. Murphy of Cordele Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me ☒ or has produced \_\_\_\_\_ as identification.



Lois R. Dahlin

Notary Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_/\_\_/\_\_  
(NOTARY SEAL)

3  
3  
Prepared by and returned to:  
Richard G. Hathaway, P.A.  
115 Professional Drive, Suite 101  
Ponte Vedra Beach, FL 32082

## FIVE MINUTE RECORDING

Public Records of  
St. Johns County, FL  
Clerk# 03-012733  
O.R. 1903 PG 1029  
12:59PM 02/25/2003  
REC \$13.00 SUR \$2.00

### SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR CIMARRONE UNIT 10

This Supplementary Declaration of Covenants and Restrictions for Cimarrone Unit 10 at Cimarrone (the "Supplemental Declaration") is made this ~~5th~~ day of ~~February~~, 2003, by Cordele Properties, Inc., a Florida corporation, whose address is 200 Business Park Circle, Suite 101, St. Augustine, FL 32095.

#### RECITALS:

- A. Cordele Properties, Inc. (the "Developer") is the developer of certain real property located in St. Johns County, Florida, known as the Cimarrone Golf & Country Club;
- B. By the Declaration of Covenants & Restrictions for Cimarrone Golf and Country Club, dated February 9, 1989, as recorded in Official Records Book 811, Page 0995; as amended and restated by the Amendment to and Restatement of Declaration, dated January 29, 1996, as recorded in Official Records Book 1154, Page 428 in St. Johns County, Florida current public records as thereafter supplemented and amended (as amended, restated and supplemented the "Amended and Restated Declaration"), the Developer submitted certain real property (the "Property") within the Cimarrone Golf & Country Club to the terms, provisions, restrictions, easements, covenants and conditions of the Declaration, for the benefit of all owners of the Property and for the purpose of maintaining the Property, assuring high quality standards for the enjoyment of the Property and preserving the value and desirability of the Property;
- C. Pursuant to the terms of Sections 1.1, 1.32, 2.11 and 10.1 of the Declaration, the Developer reserved the right to extend the provisions of the Declaration to the "Additional Lands" (as defined in the Declaration) by recording a supplementary declaration in the public records of St. Johns County, Florida;
- D. Pursuant to the terms of Section 2.11 of the Declaration, the Developer may from time to time plat all or part of the Additional Lands;
- E. The Developer has platted the real property described in Exhibit "A" in the plat (the "Plat") of **CIMARRONE UNIT 10 AT CIMARRONE** as recorded in Map Book \_\_\_, pages \_\_\_ through \_\_\_ of the current public records of St. Johns County, Florida (the property subject to the Plat shall be referred to herein as the "Cimarrone Unit 10 Property"; the Cimarrone Unit 10 Property is within the "Additional Lands" as defined in the Declaration);
- F. The Developer desires to subject the Cimarrone Unit 10 Property to the terms, conditions and provisions of the Declaration.

NOW, THEREFORE, the Developer hereby declares as follows:



**ARTICLE I  
EXTENSION AND INCORPORATION OF THE DECLARATION**

The Developer hereby extends the lien, operation and effect of Declaration to the Cimarrone Unit 10 Property with the effect that hereafter the Cimarrone Unit 10 Property shall be held, transferred, sold, conveyed, mortgaged, and occupied subject to the terms, provisions, covenants, restrictions, conditions, easements, charges, liens and all other matters set forth in the Declaration, which by this reference are fully incorporated herein.

**ARTICLE II  
INTERPRETATION AND DEFINITIONS**

In the event of a conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control and supersede. Reference shall be made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provisions of this Supplemental Declaration. Except as specifically defined herein, all capitalized words defined in the Declaration shall have the same meanings in this Supplemental Declaration.

**ARTICLE III  
JURISDICTIONAL WETLANDS PROPERTY**

Certain parts of the Cimarrone Unit 10 Property as shown on the Plat are designated as "wetlands property" as defined by the rules and regulations of the Florida Department of Environmental Protection ("DEP") and the United States Army Corps of Engineers ("Corp"). Nothing shall be constructed upon and no activity of any sort shall be conducted within such "wetlands property," nor shall any soil, vegetation or other materials be interfered with, removed or otherwise disturbed in any manner, unless permitted in writing in advance by the ARC, the DEP, the Corps and the St. Johns River Water Management District, as and if applicable.

**ARTICLE IV  
COMMON AREAS AND ROADS**

The lands described on the Plat as Tracts "A" through "C" and the street described as "Balckhawk Drive," "Soaring Eagle Court," "Bear Claw Court," "Running Deer Court," "Rising Sun Court," and "Still Creek Court" are hereby declared to be "Common Areas" as defined in Article I, Section 1.12 of the Declaration. Balckhawk Drive," "Soaring Eagle Court," "Bear Claw Court," "Running Deer Court," "Rising Sun Court," and "Still Creek Court" shall be a Common Road as defined in Article I, Section 1.13 of the Declaration.

**ARTICLE V  
MINIMUM SQUARE FOOTAGE**

Pursuant to Section 3.2 of the Declaration, Developer hereby declares that the minimum heating and air conditioned enclosed living area for each residential unit in the Cimarrone Unit 10 Property shall be 2000 square feet for one-story homes and 2250 square feet for two-story homes.

**ARTICLE VI  
MAXIMUM NUMBER OF PERMISSIBLE RESIDENTIAL UNITS**

Pursuant to Section 10.3 of the Declaration, forty-seven (47) is the number hereby designated by Developer as the maximum number of Permissible Residential Units allocated to the Cimarrone Unit 10 Property.

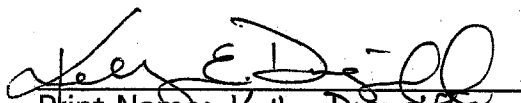
**ARTICLE VII  
MISCELLANEOUS PROVISIONS**      **0R1903PG1031**

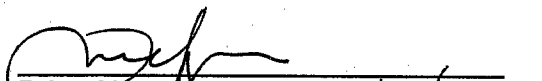
**7.1 Effect.** The terms, provision and conditions of the Declaration are incorporated by reference herein and made applicable to all Owners within the Cimarrone Unit 10 Property. The provisions of the Declaration, as hereby supplemented, shall run with title to the Cimarrone Unit 10 Property, and shall be binding upon all parties having any right, title, or interest in or to all or any portion thereof, their respective heirs, personal representatives, successors, and assigns, and shall be enforceable by and inure to the benefit of the Developer, the Association and each Owner, as applicable. The grantee of any deed conveying any Lot within the Cimarrone Unit 10 Property shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with, and be bound by the provisions of the Declaration, as supplemented hereby.

**7.2 Operation.** This instrument will take effect upon its recordation in the Public Records of St. Johns County, Florida. From and after such date, Developer intends that all references to the Declaration or any supplemental declaration now or hereafter made in any other document recorded in the Public Records of St. Johns County, Florida, or elsewhere, shall refer to the Declaration including this Supplemental Declaration unless expressly provided otherwise.

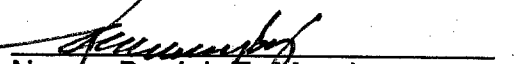
**7.3 Limitation.** Except as supplemented hereby, the Declaration has not been otherwise amended and remains in full force and effect.

IN WITNESS THEREOF, Developer has caused this Supplementary Declaration of Covenants and Restrictions for Cimarrone Unit 10 at Cimarrone to be executed by and through its authorized officer who is hereunto duly authorized, as of the day and year first above set forth.

  
Print Name: Kelly Dragoff

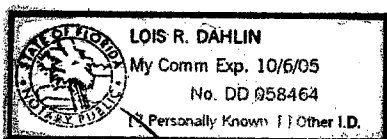
  
Print Name: MICHAEL J. HOMAN

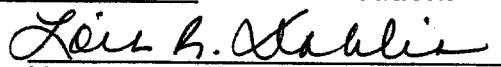
**CORDELE PROPERTIES, INC.**

  
Name: Patrick T. Murphy  
Its: VICE PRESIDENT  
Address: 200 Business Park Circle  
Suite 101  
St. Augustine, FL 32095

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of FEB, 2003, by Patrick T. Murphy, the \_\_\_\_\_ of Cordele Properties, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me \_\_\_\_\_ or has produced \_\_\_\_\_ as identification.



  
Notary Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(Notary Seal)