

Return Recorded Original to:
G&C Developers, Inc.
9471 Baymeadows Road, Suite 403
Jacksonville, Florida 32256

Public Records of
St. Johns County, FL
Clerk# 03-087847
O.R. 2096 PG 423
01:11PM 11/26/2003
REC \$41.00 SUR \$5.50
Doc Stamps \$0.70

Tax I.D. No.'s 010270-0050 and 010270-0060

100926

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 23 day of October, 2003 by G&C Developers, Inc. having an address at 9471 Baymeadows Road, Suite 403 Jacksonville, Florida 32256 ("Grantor"), in favor of A & S Land Development Company, having a mailing address at 4141 Southpoint Drive East, Suite B, Jacksonville, Florida 32216 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in St. Johns County, Florida, more particularly described as shown on the attached Exhibit "A" (the "Property");

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation.

(d) Placing fencing in wetlands.

(e) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(f) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(g) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation

4650
-70

(10)

(h) Acts or uses detrimental to such retention of land or water areas.

(i) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR:
G&C Developers, Inc.

Signature: [Handwritten Signature]
Printed Name: Seren Wabchid

Signature: [Handwritten Signature]
Printed Name: Charles F. Atkerson, Jr.
Vice President of G&C Developers, Inc.

Signature: [Handwritten Signature]
Printed Name: Lynn S. Bidleman

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of October, 2003, by Charles F. Atkerson, Jr., Vice President of G&C Developers, Inc., who did not take an oath.

[Handwritten Signature]
Notary Public, State of Florida at Large, LYNN S. BIDLEMAN
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: June 2, 2005
Serial No. _____ Commission No. DD016085

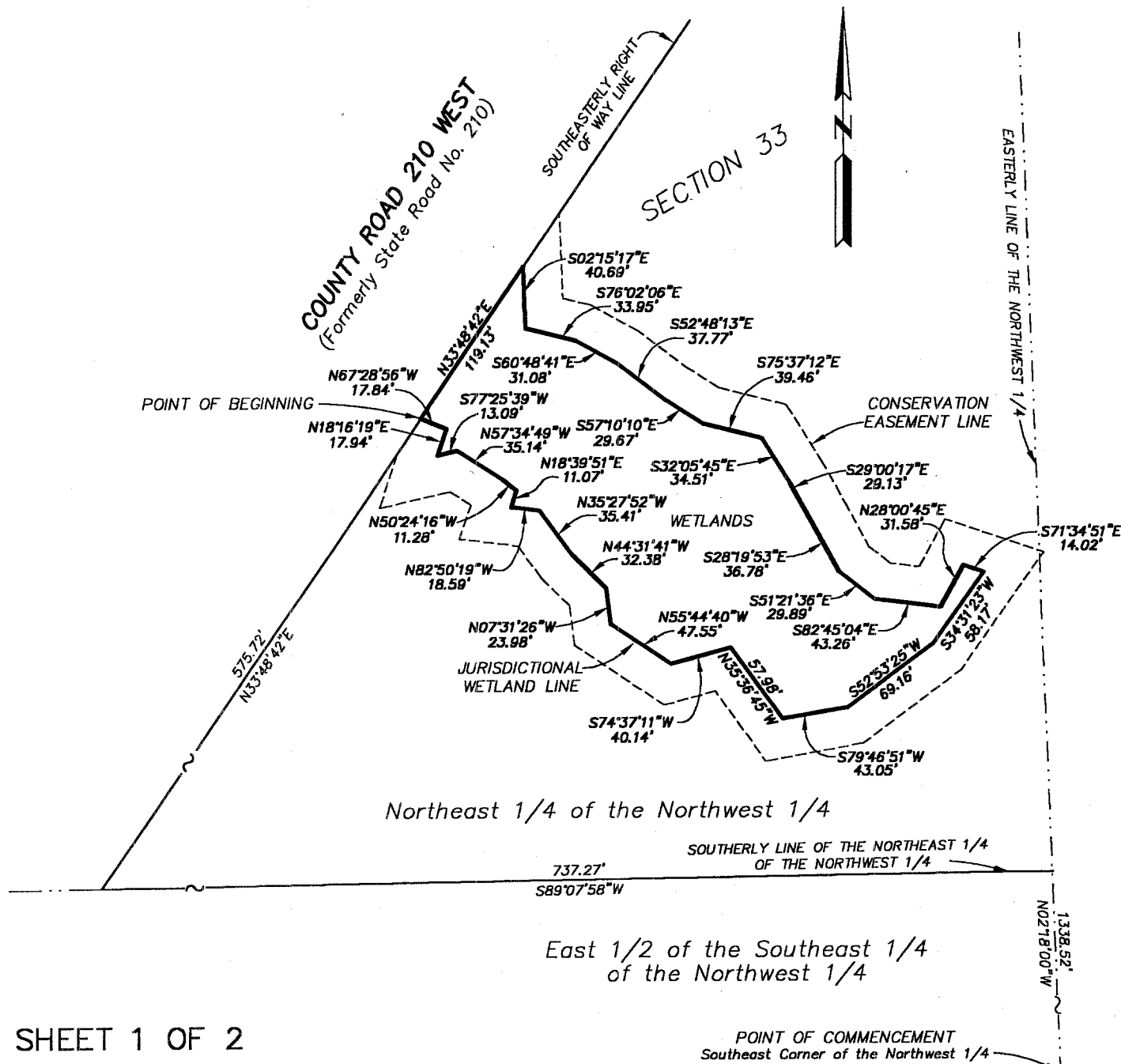
Personally known X OR produced identification _____ Identification produced _____

MAP SHOWING SKETCH OF

OR2096PG 426

WETLAND AREA NO. 1:

A portion of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 5 South, Range 27 East, St. Johns County, Florida. (See Sheet 2 for description)



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

NOTES

- Bearings are based on Whitelock Farms R/W, Co. Rd. 210, P.B. 37, Pg.'s 80-112 (N.33°48'42"E).
- This is a SKETCH ONLY.
- Elevations shown thus (15.0) refer to U.S. Coastal and Geodetic Survey Datum, National Geodetic Vertical Datum of 1929, (N.G.V.D. of 1929).
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- Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
- There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

LEGEND

- ⊙ DENOTES CONCRETE MONUMENT
- X-X DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
- DENOTES IRON PIPE FOUND (AS NOTED)
- X DENOTES CROSS CUT

DATE OCT. 2, 2003
 SCALE 1"=100'
 JOB No. 2002-2652-11
 F.B.
 page
 Comp. File ESMT-1.DWG
 Drawn by MICHAEL R.

RICHARD A. MILLER & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 6701 BEACH BLVD., SUITE #200
 JACKSONVILLE, FLORIDA 32216
 Fax (904) 721-5758
 Tele. (904) 721-1226

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS, AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61G17-6.0 (formerly CHAPTER 21H1-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Richard A. Miller
 BY: RICHARD A. MILLER, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 3848

ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point
P.R.M.	Permanent Reference Monument
P.O.B.	Point of Beginning
P.C.	Point of Curvature
P.T.	Point of Tangency
P.R.C.	Point of Reverse Curvature
P.I.	Point of Intersection
R/W	Right of Way
O.R.V.	Official Records Volume
D.B.	Deed Book
Pg.	page
B.R.L.	Building Restriction Line
Esmt	Easement

ABBREVIATION	DEFINITION
L.B.	Licensed Business
R.L.S.	Registered Land Surveyor
J.E.A.	Jacksonville Electric Authority
EQUIP	Equipment
A/C	Air Conditioner
C.A.T.V.	Cable Television
O.H.L.	Overhead Lines
(F.M.)	Field Measured
R=	Radius equals
L=	Arc Length equals
Ch=	Chord Bearing & Distance equals
Δ=	Delta or Central Angle equals
I.P.	Iron Pipe
Conc.	Concrete

MAP SHOWING SKETCH OF

OR2096PG 427

WETLAND AREA NO. 1:

A portion of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of said Northwest 1/4 of Section 33; thence North 02°18'00" West, along the East line of said Northwest 1/4, a distance of 1,338.52 feet to the Southeast corner of said Northeast 1/4 of the Northwest 1/4 of Section 33; thence South 89°07'58" West, along the Southerly line of said Northeast 1/4 of the Northwest 1/4, a distance of 737.27 feet to its intersection with the Southeasterly right of way line of County Road 210 West (a 125 foot right of way as now established); thence North 33°48'42" East, along last said line, 575.72 feet to the POINT OF BEGINNING; thence continue North 33°48'42" East, along last said line, 119.13 feet; thence South 02°15'17" East, 40.69 feet; thence South 76°02'06" East, 33.95 feet; thence South 60°48'41" East, 31.08 feet; thence South 52°48'13" East, 37.77 feet; thence South 57°10'10" East, 29.67 feet; thence South 75°37'12" East, 39.46 feet; thence South 32°05'45" East, 34.51 feet; thence South 29°00'17" East, 29.13 feet; thence South 28°19'53" East, 36.78 feet; thence South 51°21'36" East, 29.89 feet; thence South 82°45'04" East, 43.26 feet; thence North 28°00'45" East, 31.58 feet; thence South 71°34'51" East, 14.02 feet; thence South 34°31'23" West, 58.17 feet; thence South 52°53'25" West, 69.16 feet; thence South 79°46'51" West, 43.05 feet; thence North 35°36'45" West, 57.98 feet; thence South 74°37'11" West, 40.14 feet; thence North 55°44'40" West, 47.55 feet; thence North 07°31'26" West, 23.98 feet; thence North 44°31'41" West, 32.38 feet; thence North 35°27'52" West, 35.41 feet; thence North 82°50'19" West, 18.59 feet; thence North 18°39'51" East, 11.07 feet; thence North 50°24'16" West, 11.28 feet; thence North 57°34'49" West, 35.14 feet; thence South 77°25'39" West, 13.09 feet; thence North 18°16'19" East, 17.94 feet; thence North 67°28'56" West, 17.84 feet to the POINT OF BEGINNING.

Containing 0.9068 acres, more or less.

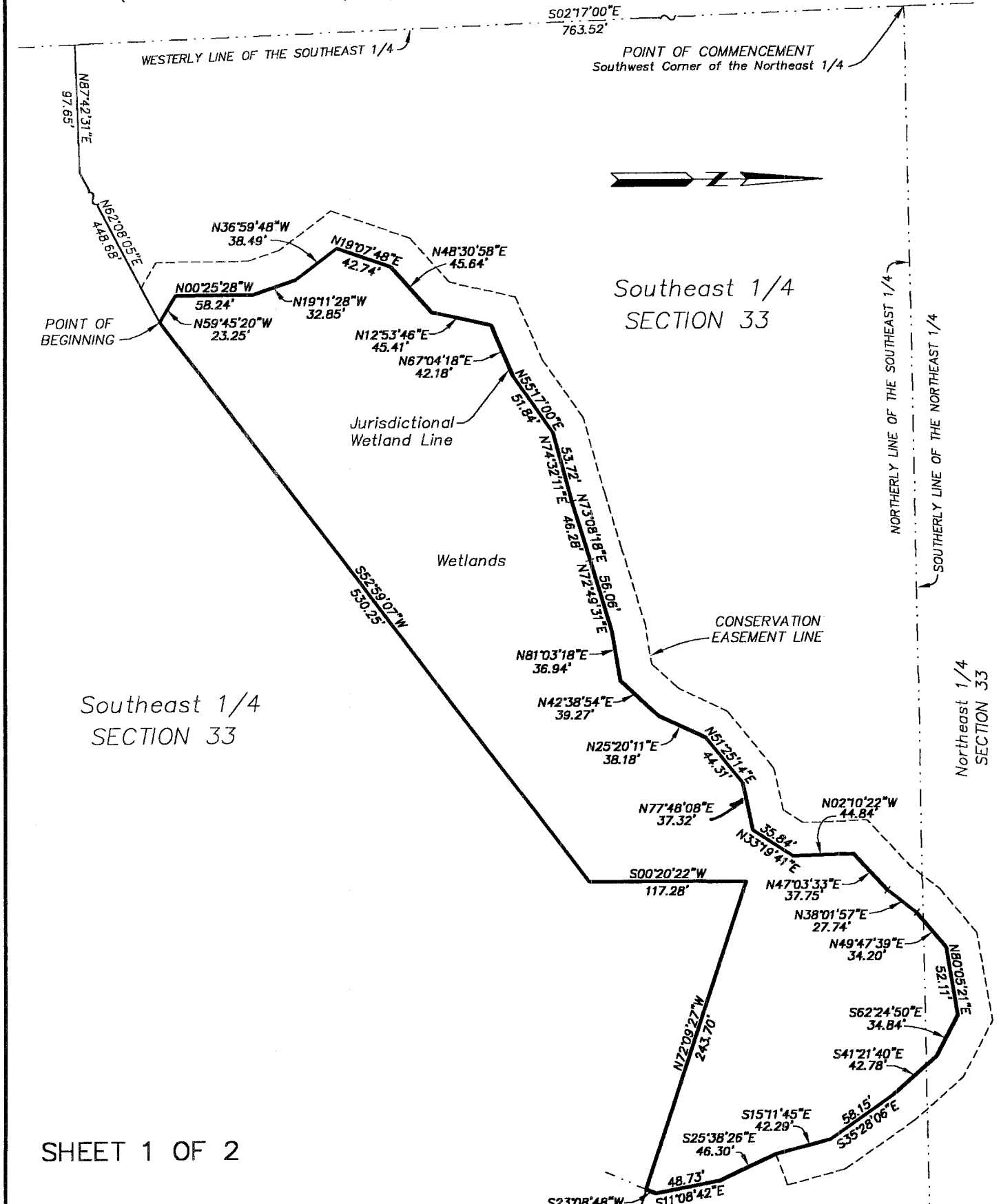
RICHARD A. MILLER & ASSOCIATES, INC.
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DATE	OCT. 2, 2003
SCALE	1"=100'
JOB No.	2002-2652-11
F.B.	
page	
Comp. File	ESMT-1.DWG
Drawn by	MICHAEL R.

MAP SHOWING SKETCH OF OR2096PG 428

WETLAND AREA NO. 2

A portion of the Northeast 1/4 of Section 33, together with a portion of the Southeast 1/4 of said Section 33, all lying within Township 5 South, Range 27 East, St. Johns County, Florida. (See Sheet 2 for description)



SHEET 1 OF 2

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

- NOTES**
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 - This is a SKETCH ONLY.
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 - Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
 - There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.
- ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.B.	Licensed Business
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.B.	Point of Beginning	J.E.A.	Jacksonville Electric Authority
P.C.	Point of Curvature	EQUIP	Equipment
P.T.	Point of Tangency	A/C	Air Conditioner
P.R.C.	Point of Reverse Curvature	C.A.T.V.	Cable Television
P.I.	Point of Intersection	OHL	Overhead Lines
R/W	Right of Way	(F.M.)	Field Measured
O.R.V.	Official Records Volume	R=	Radius equals
D.B.	Deed Book	L=	Arc Length equals
Pg.	page	Ch=	Chord Bearing & Distance equals
B.R.L.	Building Restriction Line	Δ=	Delta or Central Angle equals
Esmt	Easement	I.P.	Iron Pipe
		Conc.	Concrete

- LEGEND**
- ⊙ DENOTES CONCRETE MONUMENT
 - ⊗ DENOTES FENCE
 - DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
 - DENOTES IRON PIPE FOUND (AS NOTED)
 - X DENOTES CROSS CUT

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BY: *Richard A. Miller*
 RICHARD A. MILLER, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 3848

MAP SHOWING SKETCH OF

OR2096PG 429

WETLAND AREA NO. 2:

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Containing 2.7530 acres, more or less.

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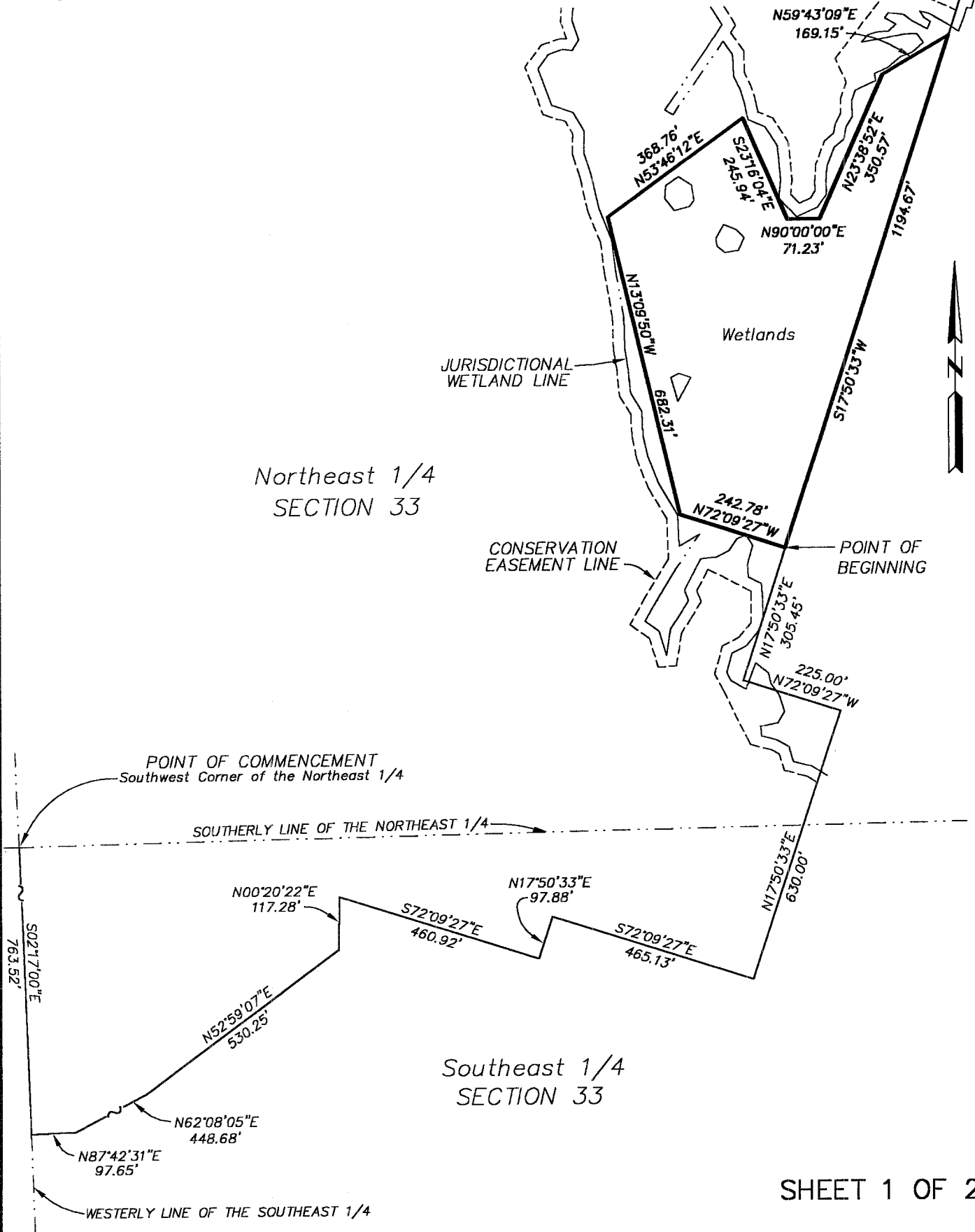
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Comp. File	ESMT-2.DWG
Drawn by	MICHAEL R.

MAP SHOWING SKETCH OF

OR2096PG 430

WETLAND AREA NO. 3:

A portion of the Northeast 1/4 of Section 33, Township 5 South, Range 27 East, St. Johns County, Florida. (See Sheet 2 for description)



SHEET 1 OF 2

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P.R.C.	Point of Reverse Curvature	C.A.T.V.	Cable Television
P.I.	Point of Intersection	OHL	Overhead Lines
R/W	Right of Way	(F.M.)	Field Measured
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D.B.	Deed Book	L=	Arc Length equals
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B.R.L.	Building Restriction Line	Δ=	Delta or Central Angle equals
Esmt	Easement	I.P.	Iron Pipe
		Conc.	Concrete

LEGEND	DATE	OCT. 2, 2003
⊙ DENOTES CONCRETE MONUMENT	SCALE	1"=300'
x-x DENOTES FENCE	JOB No.	2002-2652-11
○ DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.	F.B.	
● DENOTES IRON PIPE FOUND (AS NOTED)	page	
x DENOTES CROSS CUT	Comp. File	ESMT-3.DWG
	Drawn by	MICHAEL R.

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BY: *Richard A. Miller*
 RICHARD A. MILLER, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 3848

MAP SHOWING SKETCH OF

OR2096PG 431

WETLAND AREA NO. 3:

A portion of the Northeast 1/4 of Section 33, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the Southwest corner of said Northeast 1/4 of Section 33; thence South 02°17'00" East, along the Westerly line of the Southeast 1/4 of said Section 33, a distance of 763.52 feet; thence North 87°42'31" East, 97.65 feet; thence North 62°08'05" East, 448.68 feet; thence North 52°59'07" East, 530.25 feet; thence North 00°20'22" East, 117.28 feet; thence South 72°09'27" East, 460.92 feet; thence North 17°50'33" East, 97.88 feet; thence South 72°09'27" East, 465.13 feet; thence North 17°50'33" East, 630.00 feet; thence North 72°09'27" West, 225.00 feet; thence North 17°50'33" East, 305.45 feet to the POINT OF BEGINNING; thence North 72°09'27" West, 242.78 feet; thence North 13°09'50" West, 682.31 feet; thence North 53°46'12" East, 368.76 feet; thence South 23°16'04" East, 245.94 feet; thence North 90°00'00" East, 71.23 feet; thence North 23°38'52" East, 350.57 feet; thence North 59°43'09" East, 169.15 feet; thence South 17°50'33" West, 1,194.67 feet to the POINT OF BEGINNING.

Containing 8.9879 acres, more or less.

RICHARD A. MILLER & ASSOCIATES, INC.
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Drawn by	MICHAEL R.

OR2096PG 432

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, Mercantile Bank (Mortgagee), the mortgagee under that certain Assignment of Mortgage and Loan Documents dated October 23, 2001 and recorded at Official Records Book 1721, page 1157, of St. Johns County, Florida, and that certain Future Advance Notice and Note and Real Estate Mortgage Modification, Consolidated and Spreading Agreement recorded at Official Road Book 1857, page 218, of St. Johns County, Florida, hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 24th day of October, 2003.

Witnesses:

Serena W. K. [Signature]
Name: Serena W. K. [Signature]

Lynn S. Bidleman [Signature]
Name: Lynn S. Bidleman

Mortgagee:

By: [Signature]
Name: Stephen C. Meadows
Title: Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this 24th day of October, 2003, by Stephen C. Meadows, Vice President of Mercantile Bank, who did not take an oath and is personally known to me.

Lynn S. Bidleman [Signature]
Notary Public, State of Florida at Large
Lynn S. Bidleman
My Commission Expires:

Serial No. LYNN S. BIDLEMAN

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 2, 2005
Commission No. DD016085

This instrument was prepared by:
Jeffrey D. Smith, Esquire
Attorney at Law
10192 San Jose Blvd.
Jacksonville, FL 32257

GRANT OF EASEMENT FOR INGRESS AND EGRESS

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THIS GRANT OF EASEMENT is made and executed this 22 day of April, 2004, by G & C DEVELOPERS, INC., a Florida corporation ("Grantor").

RECITALS:

WHEREAS, Grantor is the owner in fee simple of the following described real property located in the County of St. Johns, State of Florida: LOT 14, EQUESTRIAN WAY, according to plat thereof recorded in Map Book 47, pages 95 through 109, inclusive, of the public records of St. Johns County, Florida, (hereinafter referred to as the "Servient Tenement"); and

WHEREAS, Grantor is also the owner in fee simple of the lands being more particularly described on Exhibit "A", attached hereto and made a part hereof, (said lands being hereinafter referred to as the "Dominant Tenement"); and

WHEREAS, Grantor wishes to create an easement for ingress and egress over and across a portion of the Servient Tenement for the purpose of providing access for the Dominant Tenement to and from South Pimlico Street as shown on the plat for Equestrian Way referred to hereinabove; and

NOW, THEREFORE, in consideration of the premises and the benefits to be derived from the creation of this easement and ten dollars and other good and valuable consideration, Grantor hereby grants and creates, for itself and all future owners of the Dominant Tenement, a non-exclusive easement for ingress and egress over and across that portion of the Servient Tenement more particularly described on Exhibit "B", attached hereto and made a part hereof (the "Easement Parcel"), subject to the following conditions and limitations:

1. The easement created hereby shall be utilized solely for purposes of ingress and egress and shall not be used for any other purpose, including, without limitation, the installation of utilities for drainage, power lines, cable television service or other similar utility services or the parking of motor vehicles of any type.
2. Grantor shall have no obligation to build or maintain any roadway within or upon the Easement Parcel and any roadway improvement or maintenance costs shall be the sole responsibility of future Owners of the Dominant Tenement.
3. Future Owners of the Dominant Tenement shall maintain the Easement Parcel so that its physical appearance will not detract from the appearance or value of the Servient Tenement.

- 4. In the event that the Dominant Tenement becomes a part of a future approved subdivision and as a result is provided other legal access by means of platted streets in the subdivision, this easement shall terminate automatically upon the recording of the plat for the subdivision in the public records of St. Johns County, Florida, whereupon all rights of ingress and egress over the Easement Parcel will cease and terminate.
- 5. This easement shall run with the title to the Dominant Tenement until such time as it may be terminated in accordance with the terms and conditions hereof.

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement as of the date first above written.

G & C DEVELOPERS, INC., a
Florida corporation

By: *Charles Attkerson*
Its Vice President

Signed and Sealed in
Our Presence:

Serena Wakefield
Signature of 1st witness

Serena Wakefield
Printed name of 1st witness

Lynn S. Bidleman
Signature of 2nd witness

Lynn S. Bidleman
Printed name of 2nd witness

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of April, 2004, by Charles Attkerson, the Vice President of G & C Developers, Inc., a Florida corporation, on behalf of the corporation, who [X] is personally known to me or [] produced _____ as identification.

Lynn S. Bidleman
Notary public Lynn S. Bidleman
My commission expires:

LYNN S. BIDLEMAN
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 2, 2005
Commission No. DD016085

OR2186PG0091

Exhibit "A"

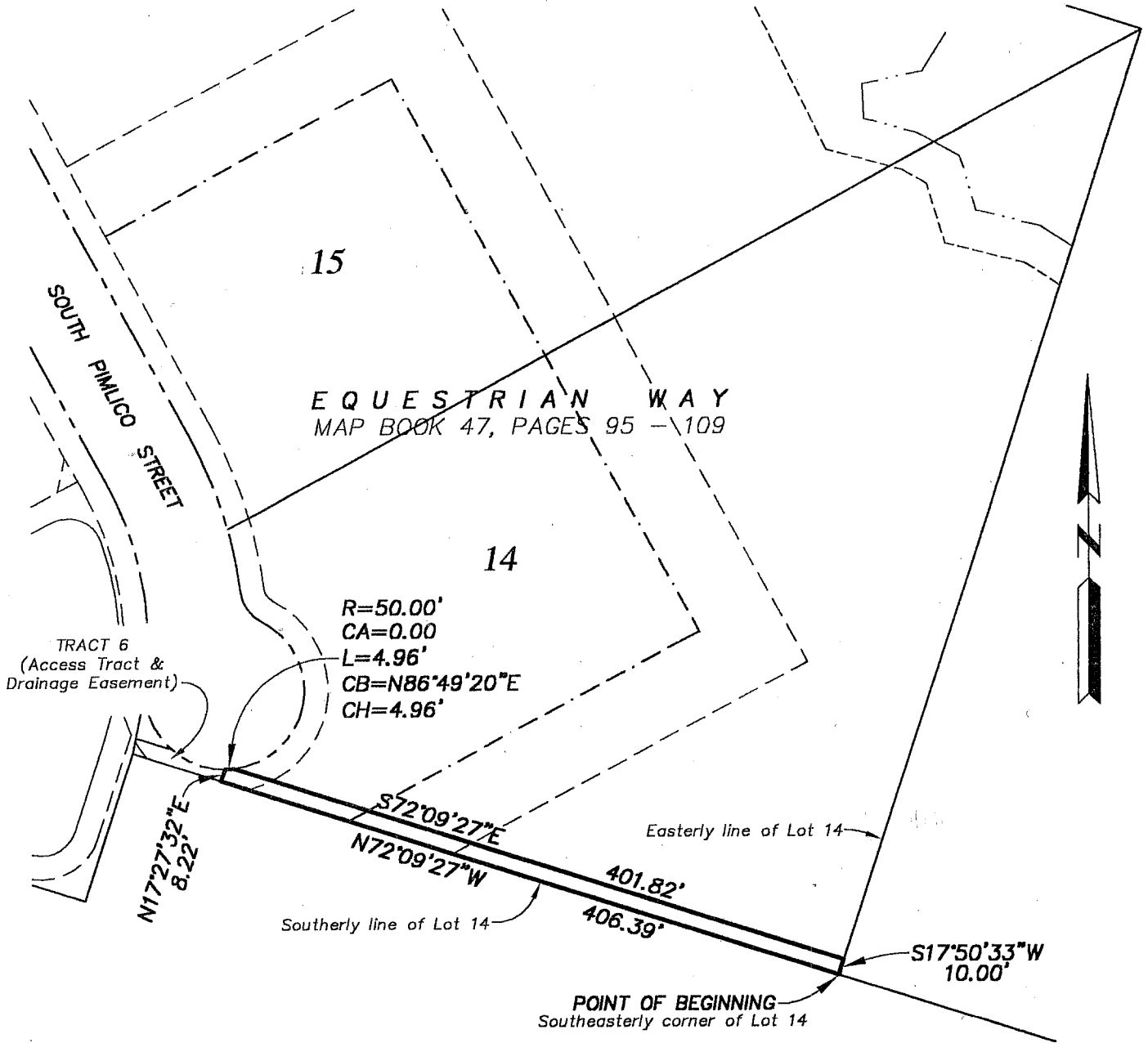
Tract A, Breakaway Trails plat, Plat Book 49, Pages 98 thru 91 as recorded in
St. Johns County, Florida

MAP SHOWING SKETCH OF OR2186PG0092

10 FOOT ACCESS EASEMENT

A portion of Lot 14, as shown on the plat of Equestrian Way, as recorded in Map Book 47, Pages 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 205, 106, 107, 108 and 109 of the Public Records of St. Johns County, Florida, being more particularly described as follows: BEGIN at the Southwesterly corner of said Lot 14; thence North 72°09'27" West, along the Southerly line of said Lot 14 and along the Southerly boundary line of said Equestrian Way, 406.39 feet to the Southeasterly corner of Tract 6 of said last mentioned plat; thence North 17°27'32" East, along the Easterly line of said Tract 6 and along the Westerly line of said Lot 14, a distance of 8.22 feet to a point lying on the Southerly right of way line of South Pimlico Street (as now presently established), said right of way line being a curve concave Northerly having a radius of 50.00'; thence Easterly along the arc of said curved Southerly right of way line, a distance of 4.96 feet, said arc being subtended by a chord bearing and distance of North 86°49'20" East, 4.96 feet to a point on said curve; thence South 72°09'27" East, 401.82 feet to a point lying on the Easterly line of said Lot 14, the same being the Easterly boundary line of said Equestrian Way; thence South 17°50'33" West, along last said line, 10.00 feet to the POINT OF BEGINNING.

Containing 4,059.91 square feet, more or less.



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

NOTES

- Bearings are based on Plat of Record.
- This is a SKETCH ONLY.
- Elevations shown thus (15.0) refer to U.S. Coastal and Geodetic Survey Datum, National Geodetic Vertical Datum of 1929, (N.G.V.D. of 1929).
- By Graphic plotting only, the property shown hereon lies within Zone: as shown on the Federal Emergency Management Agency (F.E.M.A.), National Flood Insurance Program, Flood Insurance Rate Map (F.I.R.M.) Community-Panel Number Map Revised date :
- Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point
P.R.M.	Permanent Reference Monument
P.O.B.	Point of Beginning
P.C.	Point of Curvature
P.T.	Point of Tangency
P.R.C.	Point of Reverse Curvature
P.I.	Point of Intersection
R/W	Right of Way
O.R.V.	Official Records Volume
D.B.	Dead Book
Pg.	page
B.R.L.	Building Restriction Line
Esmt	Easement

ABBREVIATION	DEFINITION
L.B.	Licensed Business
R.L.S.	Registered Land Surveyor
J.E.A.	Jacksonville Electric Authority
EQUIP	Equipment
A/C	Air Conditioner
C.A.T.V.	Cable Television
O.H.L.	Overhead Lines
(F.M.)	Field Measured
R=	Radius equals
L=	Arc Length equals
Ch=	Chord Bearing & Distance equals
Δ=	Delta or Central Angle equals
I.P.	Iron Pipe
Conc.	Concrete

LEGEND

- ⊙ DENOTES CONCRETE MONUMENT
- x-x DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
- DENOTES IRON PIPE FOUND (AS NOTED)
- x DENOTES CROSS CUT

DATE	3-2-2004
SCALE	1" = 100'
JOB No.	2002-2652-13
F.B.	none
page	none
Comp. File	14-ESMT.DWG
Drawn by	WDK

RICHARD A. MILLER & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 6701 BEACH BLVD., SUITE #200
 JACKSONVILLE, FLORIDA 32216
 Fax (904) 721-5758
 Tele. (904) 721-1226

THIS IS TO CERTIFY THAT THIS SKETCH OF LEGAL DESCRIPTION WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61G17-6.0, (FORMERLY CHAPTER 21H1-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY: *Richard A. Miller*
 RICHARD A. MILLER, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 3848

03-A4-0422

FIVE MINUTE RECORDING

5 min Return

971

STEWART TITLE

Public Records of
St. Johns County, FL
Clerk# 03-078993
O.R. 2073 PG 1715
02:19PM 10/23/2003
REC \$45.00 SUR \$6.00
Doc Stamps \$0.70

Return Recorded Original to:
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429
Palatka, Florida 32178-1429

Tax I.D. No.'s 010270-0050 and 010270-0060

100917

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 22nd day of October, 2003 by G&C Developers, Inc. having an address at 9471 Baymeadows Road, Suite 403 Jacksonville, Florida 32256 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in St. Johns County, Florida, more particularly described as shown on the attached Exhibit "A" (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit number 4-109-81751-1 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

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51.00

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation.
- (d) Placing fencing in wetlands.
- (e) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(f) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(g) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation

(h) Acts or uses detrimental to such retention of land or water areas.

(i) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

Signature: [Handwritten Signature]
Printed Name: Serenaparkfield

Signature: [Handwritten Signature]
Printed Name: Lynn S. Bidleman

GRANTOR:
G&C Developers, Inc.

Signature: [Handwritten Signature]
Printed Name: Charles F. Atkerson, Jr.
Vice President of G&C Developers, Inc.

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd day of October, 2003, by Charles F. Atkerson, Jr., Vice President of G&C Developers, Inc., who did not take an oath.

[Handwritten Signature]
Notary Public, State of Florida at Large
My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA
Serial No. _____ ~~My commission expires June 2, 2005~~ Commission No. DD016085

Personally known X OR produced identification _____ Identification produced _____

Exhibit A Page 4 of 11

PARCEL 2

A portion of the Northwest 1/4 and the Northeast 1/4 of Section 33, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of said Northeast 1/4 of Section 33; thence North 02°18'00" West, along the West line of said Northeast 1/4, a distance of 1,338.52 feet; thence South 89°07'58" West, along the South line of the Northeast 1/4 of said Northwest 1/4 of Section 33, a distance of 737.27 feet to a point situate in the Southeasterly right of way line of County Road No. 210, formerly State Road No. 210, (a 125 foot right of way as now established), said Southeasterly right of way line being the former 100 foot right of way line of said County Road No. 210; thence North 33°48'42" East, along said Southeasterly right of way line, a distance of 548.31 feet for a POINT OF BEGINNING; thence continue North 33°48'42" East, along last said line, 26.91 feet; thence South 67°28'56" East, 17.84 feet; thence South 18°16'19" West, 17.94 feet; thence North 77°25'39" East, 13.09 feet; thence South 57°34'49" East, 45.98 feet; thence South 18°39'51" West, 12.52 feet; thence South 82°50'19" East, 18.59 feet; thence South 35°27'52" East, 35.41 feet; thence South 44°31'41" East, 32.38 feet; thence South 07°31'26" East, 23.98 feet; thence South 55°44'40" East, 47.55 feet; thence North 74°37'11" East, 40.14 feet; thence South 35°36'45" East, 57.98 feet; thence North 79°46'51" East, 43.05 feet; thence North 52°53'25" East, 69.16 feet; thence North 34°31'23" East, 58.17 feet; thence North 71°34'51" West, 14.02 feet; thence South 28°00'45" West, 31.58 feet; thence North 82°45'04" West, 43.26 feet; thence North 51°21'36" West, 29.89 feet; thence North 28°19'53" West, 36.78 feet; thence North 29°00'17" West, 29.13 feet; thence North 32°05'45" West, 34.51 feet; thence North 75°37'12" West, 39.46 feet; thence North 57°10'10" West, 29.67 feet; thence North 52°48'13" West, 37.77 feet; thence North 60°48'41" West, 31.08 feet; thence North 76°02'06" West, 33.95 feet; thence North 02°15'17" West, 40.69 feet to a point situate on said Southeasterly right of way line of County Road No. 210; thence North 33°48'42" East, along last said line, 42.46 feet; thence South 02°15'17" East, 56.25 feet; thence South 76°02'06" East, 18.53 feet; thence South 60°48'41" East, 36.17 feet; thence South 52°48'13" East, 38.56 feet; thence South 57°10'10" East, 24.66 feet; thence South 75°37'12" East, 45.38 feet; thence South 32°05'45" East, 45.16 feet; thence South 29°00'17" East, 29.95 feet; thence South 28°19'53" East, 31.84 feet; thence South 51°21'36" East, 17.77 feet; thence South 82°45'04" East, 18.97 feet; thence North 28°00'45" East, 35.46 feet; thence South 71°34'51" East, 68.38 feet; thence South 34°31'23" West, 95.45 feet; thence South 52°53'25" West, 79.18 feet; thence South 79°46'51" West, 64.83 feet; thence North 35°36'45" West, 56.35 feet; thence South 74°37'11" West, 34.27 feet; thence North 55°44'40" West, 70.30 feet; thence North 07°31'26" West, 26.80 feet; thence North 44°31'41" West, 25.99 feet; thence North 35°27'52" West, 26.42 feet; thence North 82°50'19" West, 38.23 feet; thence North 18°39'51" East, 23.51 feet; thence North 57°34'49" West, 16.01 feet; thence South 77°25'39" West, 46.78 feet; thence North 18°16'19" East, 37.38 feet to the POINT OF BEGINNING.

Containing 0.5955 acres, more or less.

PARCEL 3

A portion of the Northeast 1/4 of Section 33, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of said Northeast 1/4 of Section 33; thence South 02°17'00" East, along the West line of the Southeast 1/4 of said Section 33, a distance of 763.52 feet; thence North 87°42'31" East, 97.65 feet; thence North 62°08'05" East, 448.68 feet; thence North 52°59'07" East, 530.25 feet; thence North 00°20'22" East, 117.28 feet; thence South 72°09'27" East, 460.92 feet; thence North 17°50'33" East, 97.88 feet; thence South 72°09'27" East, 465.13 feet; thence North 17°50'33" East, 459.84 feet for a POINT OF BEGINNING; thence North 56°51'23" West, 26.27 feet; thence North 76°02'20" West, 51.57 feet; thence North 17°13'34" West, 39.25 feet; thence North 61°00'55" West, 17.60 feet; thence North 74°46'26" West, 49.47 feet; thence North 25°42'12" West, 140.16 feet; thence North 28°10'45" West, 37.71 feet; thence North 16°25'34" East, 65.32 feet; thence North 62°17'39" East, 40.83 feet; thence North 40°41'25" East, 41.64 feet; thence North 00°38'00" East, 60.28 feet; thence North 04°54'41" West, 8.80 feet; thence North 63°04'42" West, 105.66 feet; thence South 28°09'03" West, 52.98 feet; thence South 23°04'51" East, 24.47 feet; thence South 31°19'15" West, 46.07 feet; thence South 33°23'48" West, 36.44 feet; thence South 09°15'12" West, 73.41 feet; thence South 86°32'07" West, 39.97 feet; thence North 16°10'59" West, 66.76 feet; thence North 54°49'39" West, 52.77 feet; thence North 29°53'11" East, 65.65 feet; thence North 31°35'17" East, 89.20 feet; thence North 34°51'43" East, 10.68 feet; thence North 02°08'25" West, 90.63 feet; thence North 30°56'41" West, 77.55 feet; thence North 21°19'14" West, 71.28 feet; thence North 11°47'45" West, 51.09 feet; thence North 02°16'37" West, 48.87 feet; thence North 30°43'16" West, 48.29 feet; thence North 05°24'20" West, 56.99 feet; thence North 09°39'03" West, 47.56 feet; thence North 00°53'44" West, 70.32 feet; thence North 09°48'49" West, 101.78 feet; thence North 06°52'52" West, 68.96 feet; thence North 22°02'45" West, 72.41 feet; thence North 12°36'40" West, 76.94 feet; thence North 17°24'54" West, 56.10 feet; thence North 00°30'40" East, 46.26 feet; thence North 29°42'54" West, 31.72 feet; thence North 71°18'33" West, 51.66 feet; thence North 20°22'05" West, 113.34 feet; thence North 36°26'29" East, 60.63 feet; thence North 70°46'25" East, 46.80 feet; thence South 83°03'41" East, 11.28 feet; thence North 18°47'47" West, 40.96 feet; thence North 05°26'23" East, 38.88 feet; thence North 03°01'06" West, 26.22 feet; thence North 17°30'02" West, 22.18 feet; thence North 41°08'25" West, 28.20 feet; thence North 04°18'50" East, 52.15 feet; thence North 27°51'25" West, 33.83 feet; thence North 75°04'06" West, 5.18 feet; thence North 58°52'46" West, 34.00 feet; thence North 82°22'39" West, 30.39 feet; thence North 49°43'28" West, 39.45 feet; thence North 63°10'05" West, 31.36 feet; thence North 60°23'19" West, 40.38 feet; thence South 88°38'29" West, 33.16 feet; thence South 32°33'58" West, 33.33 feet; thence South 35°54'31" West, 40.06 feet; thence South 50°07'49" West, 48.03 feet; thence South 44°51'51" West, 53.35 feet; thence South 56°02'32" West, 93.15 feet; thence South 30°54'35" West, 28.08 feet; thence South 27°23'06" West, 60.26 feet; thence South 23°51'04" West, 36.90 feet; thence South 09°35'33" West, 54.42 feet; thence South 54°12'45" West, 60.07 feet; thence North 89°21'56" West, 47.99 feet; thence North 65°52'16" West, 55.00 feet; thence North 44°40'11" West, 50.11 feet; thence North 63°40'44" West, 34.48 feet; thence South 48°29'00" West, 26.29 feet; thence South 11°36'25" West, 48.78 feet; thence South 00°45'15" East, 15.46 feet; thence South 73°19'34" East, 69.20 feet; thence South 33°05'16" West, 107.36 feet; thence South 47°25'57" East, 36.29 feet; thence South 55°20'11" East, 44.82 feet; thence South 26°26'10" East, 71.29 feet; thence South 56°32'43" East, 30.46 feet; thence South 80°44'14" East, 43.33 feet; thence South 28°59'42" East, 34.30 feet; thence South 61°00'18" West, 25.00 feet; thence South 28°59'42" East, 46.83 feet; thence South 33°39'43" East, 45.13 feet; thence South 37°20'36" East, 33.42 feet; thence South 16°21'17" East, 64.56 feet; thence South 16°14'30" East, 46.76 feet; thence South 10°27'31" East, 54.54 feet; thence South 43°08'37" East, 49.82 feet; thence North 40°48'16" East, 48.85 feet; thence South 65°17'43" East, 60.01 feet; thence North 54°58'41" East, 16.31 feet; thence South 14°31'07" East, 64.32 feet; thence South 04°44'55" East, 7.26 feet; thence South 27°49'03" East, 19.65 feet; thence South 06°54'51" East, 31.94 feet; thence South 82°59'22" West, 11.22 feet; thence South 05°09'50" East, 81.81 feet; thence South 18°26'31" East, 39.51 feet; thence South 16°05'57" East, 27.09 feet; thence South 08°07'09" West, 57.78 feet; thence South 39°23'52" West, 59.00 feet; thence South 17°29'36" West, 71.93 feet; thence North 54°29'52" West, 26.29 feet; thence North 54°29'52" West, 57.89 feet; thence North 27°24'19" West, 32.37 feet; thence North 39°13'51" East, 28.80 feet; thence South 55°59'43" West, 39.01 feet; thence North 08°16'55" East, 69.83 feet; thence North 77°52'12" West, 56.49 feet; thence South 74°32'57" West, 40.20 feet; thence South 23°29'01" East, 58.86 feet; thence South 30°20'00" West, 18.48 feet; thence South 65°02'13" West, 59.60 feet; thence South 70°02'19" West, 39.00 feet; thence South 12°16'59" West, 49.22 feet; thence South 32°08'25" East, 73.88 feet; thence South 77°43'37" East, 63.11 feet; thence South 00°11'24" East, 49.76 feet; thence South 03°03'31" East, 59.96 feet; thence South 63°03'31" East, 43.96 feet; thence South 31°36'09" West, 35.56 feet; thence South 05°39'34" West, 15.31 feet; thence North 80°17'01" West, 92.07 feet; thence North 45°29'26" West, 68.67 feet; thence North 26°58'06" West, 49.66 feet; thence North 05°13'11" West, 60.81 feet; thence North 03°05'21" West, 62.42 feet; thence North 00°11'47" West, 75.81 feet; thence North 07°00'51" West, 89.15 feet; thence South 70°31'54" East, 72.08 feet; thence North

49°05'36" East, 30.38 feet; thence North 26°32'28" East, 24.01 feet; thence North
 83°59'16" West, 21.59 feet; thence North 43°49'02" West, 70.41 feet; thence North
 18°15'02" West, 52.38 feet; thence North 58°01'06" West, 53.12 feet; thence North
 06°28'49" West, 44.54 feet; thence North 31°36'04" West, 28.30 feet; thence North
 14°17'23" West, 119.05 feet; thence North 15°36'03" West, 13.50 feet; thence North
 14°36'56" East, 46.19 feet; thence North 12°21'30" East, 25.32 feet; thence North
 58°12'43" West, 41.91 feet; thence North 12°15'48" West, 21.20 feet; thence North
 33°41'07" East, 35.45 feet; thence North 52°29'40" West, 12.14 feet; thence South
 77°53'07" West, 43.41 feet; thence North 41°19'13" West, 29.33 feet; thence North
 19°28'26" East, 35.61 feet; thence North 36°37'04" West, 24.69 feet; thence North
 66°25'37" West, 40.97 feet; thence North 60°31'10" West, 61.66 feet; thence North
 28°32'28" West, 54.71 feet; thence North 41°39'03" West, 47.01 feet; thence North
 66°40'41" West, 55.75 feet; thence North 07°17'56" East, 44.27 feet; thence North
 61°34'54" West, 55.77 feet; thence North 09°43'45" East, 63.45 feet; thence North
 05°00'00" East, 42.99 feet; thence North 04°31'49" West, 31.87 feet; thence North
 30°48'21" West, 22.77 feet; thence North 69°34'08" West, 20.67 feet; thence North
 23°08'48" West, 33.79 feet; thence North 29°44'30" West, 27.93 feet; thence North
 15°56'17" West, 45.88 feet; thence North 17°57'52" East, 15.17 feet; thence North
 44°44'48" West, 36.04 feet; thence North 45°44'57" West, 27.89 feet; thence North
 25°38'33" West, 48.50 feet; thence North 00°57'13" East, 32.27 feet; thence North
 03°31'03" East, 43.39 feet; thence North 13°14'37" East, 43.02 feet; thence North
 44°56'28" West, 5.06 feet; thence South 63°02'04" West, 39.55 feet; thence North 13
 56°43" East, 63.56 feet; thence North 23°50'10" East, 20.75 feet; thence North 27°45'19" East,
 25.29 feet; thence South 87°00'31" East, 19.35 feet; thence South 66°43'48" East, 13.88
 feet; thence North 79°34'51" East, 22.11 feet; thence South 35°19'54" East, 61.06 feet;
 thence South 60°03'32" East, 6.40 feet; thence North 78°38'17" East, 49.23 feet; thence
 South 79°36'17" East, 23.94 feet; thence South 87°30'03" East, 23.01 feet; thence North
 74°11'51" East, 13.42 feet; thence South 25°35'07" East, 20.07 feet; thence South
 24°54'59" East, 61.34 feet; thence South 09°21'59" West, 40.87 feet; thence South
 44°53'27" East, 33.88 feet; thence South 47°14'34" East, 74.00 feet; thence South
 38°06'57" East, 68.42 feet; thence South 16°58'12" West, 32.24 feet; thence North
 42°44'10" East, 26.12 feet; thence North 35°24'53" East, 28.59 feet; thence North
 43°55'56" East, 43.24 feet; thence North 37°43'00" East, 36.56 feet; thence North
 01°31'02" West, 35.94 feet; thence North 33°38'17" East, 61.91 feet; thence North
 22°15'33" East, 38.55 feet; thence North 06°50'03" East, 35.37 feet; thence North
 83°59'37" East, 73.39 feet; thence North 87°33'24" East, 58.71 feet; thence North
 86°37'38" East, 60.82 feet; thence South 64°22'53" East, 60.10 feet; thence South
 83°49'27" East, 60.47 feet; thence North 61°24'22" East, 33.53 feet; thence North
 42°58'54" East, 44.47 feet; thence North 40°42'48" East, 81.68 feet; thence North
 69°08'45" East, 56.03 feet; thence North 05°04'56" East, 47.96 feet; thence North
 36°52'30" East, 65.41 feet; thence North 70°58'28" East, 22.35 feet; thence North
 03°37'26" East, 36.59 feet; thence North 15°23'12" West, 30.35 feet; thence North
 10°43'15" East, 40.18 feet; thence North 14°19'54" West, 21.23 feet; thence North
 08°40'44" West, 31.13 feet; thence North 20°35'17" West, 53.95 feet to a point lying on
 the Southerly line of that certain 125 foot Easement for Ingress and Egress as recorded in Official
 Records Book 1287, Page 801 of the Public Records of said County; thence South 56°34'23"
 East, along last said line, 335.78 feet; thence South 10°37'59" East, 22.48 feet; thence South
 18°18'11" East, 33.17 feet; thence South 36°23'28" East, 44.98 feet; thence South
 33°48'35" East, 24.35 feet; thence South 25°42'24" East, 32.73 feet; thence South
 31°22'15" East, 48.29 feet; thence South 10°07'42" East, 36.83 feet; thence South
 16°44'08" East, 24.92 feet; thence South 24°31'47" East, 23.92 feet; thence South
 33°27'15" East, 32.53 feet; thence South 42°43'21" East, 62.25 feet; thence South
 06°48'16" East, 46.39 feet; thence South 09°18'52" West, 5.67 feet; thence South
 78°45'55" East, 19.75 feet; thence South 29°08'03" East, 56.09 feet; thence North
 65°17'23" East, 13.68 feet; thence South 57°57'38" East, 43.96 feet; thence South
 50°27'29" East, 36.74 feet; thence South 31°27'11" East, 76.61 feet; thence South
 33°39'46" West, 19.98 feet; thence South 34°10'15" East, 50.97 feet; thence South
 02°12'36" East, 49.34 feet; thence South 25°11'50" East, 29.18 feet; thence South
 17°47'06" East, 34.47 feet; thence South 11°04'05" East, 27.61 feet; thence South
 67°13'52" East, 34.89 feet; thence South 32°15'14" East, 63.77 feet; thence South
 05°38'00" East, 85.67 feet; thence South 05°13'08" West, 32.19 feet; thence South
 43°59'17" East, 26.95 feet; thence North 65°38'59" East, 25.89 feet; thence North
 34°55'00" East, 20.07 feet; thence North 02°33'43" West, 18.99 feet; thence North
 03°00'03" East, 38.20 feet; thence North 20°08'59" East, 56.78 feet; thence North
 49°06'18" East, 26.63 feet; thence North 12°07'50" East, 22.67 feet; thence North
 28°55'39" East, 24.10 feet; thence North 01°25'15" West, 32.43 feet; thence North
 19°20'50" East, 40.52 feet; thence North 24°12'55" West, 58.24 feet; thence North
 37°47'12" East, 212.99 feet to a point lying on said Southwesterly line of that certain 125 foot
 Easement for Ingress and Egress; thence South 65°15'32" East, along last said line, 151.15
 feet; thence South 17°50'33" West, 58.71 feet; thence South 59°43'09" West, 169.15 feet;
 thence South 23°38'52" West, 350.57 feet; thence North 90°00'00" West, 71.23 feet;
 thence North 23°16'04" West, 245.94 feet; thence South 53°46'12" West, 368.76 feet;
 thence South 13°09'50" East, 682.31 feet; thence South 72°09'27" East, 242.78 feet;
 thence South 17°50'33" West, 305.45 feet; thence South 72°09'27" East, 225.00 feet;
 thence South 17°50'33" West, 170.16 feet to the POINT OF BEGINNING.

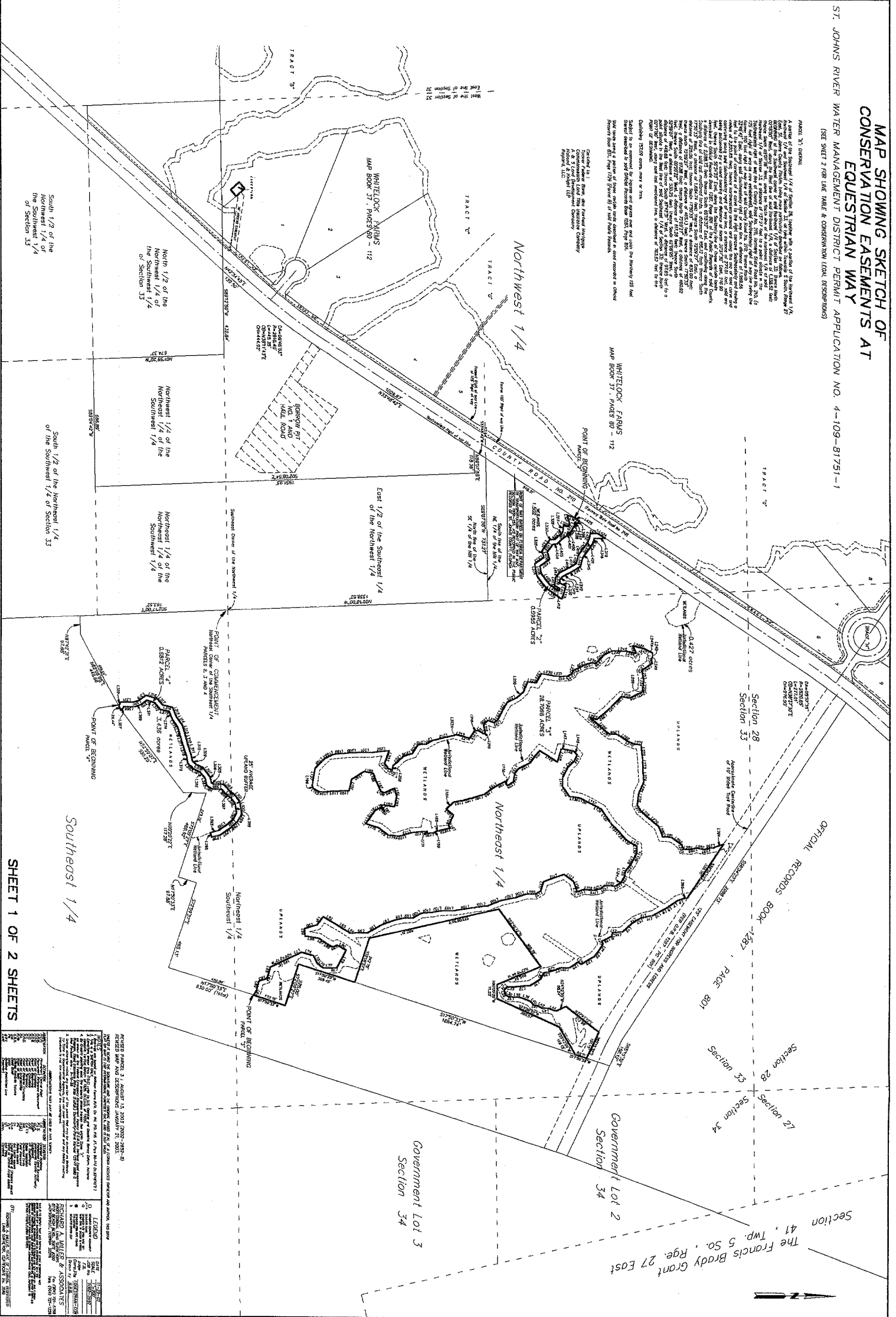
Containing 28.7068 acres, more or less.

PARCEL 4

A portion of the Northeast 1/4 and the Southeast 1/4 of Section 33, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Northwest corner of said Southeast 1/4 of Section 33; thence South 02°17'00" East, along the West line of said Southeast 1/4, a distance of 763.52 feet; thence North 87°42'31" East, 97.65 feet; thence North 62°08'05" East, 419.24 feet for a POINT OF BEGINNING; thence continue North 62°08'05" East, 29.44 feet; thence North 59°45'20" West, 23.25 feet; thence North 00°25'28" West, 58.24 feet; thence North 19°11'28" West, 32.85 feet; thence North 36°59'48" West, 38.49 feet; thence North 19°07'48" East, 42.74 feet; thence North 48°30'58" East, 45.64 feet; thence North 12°53'46" East, 45.41 feet; thence North 67°04'18" East, 42.18 feet; thence North 55°17'00" East, 51.84 feet; thence North 74°32'11" East, 53.72 feet; thence North 73°08'18" East, 46.28 feet; thence North 72°49'31" East, 56.06 feet; thence North 81°03'18" East, 36.94 feet; thence North 42°38'54" East, 39.27 feet; thence North 25°20'11" East, 38.18 feet; thence North 51°25'14" East, 44.31 feet; thence North 77°48'08" East, 37.32 feet; thence North 33°19'41" East, 35.84 feet; thence North 02°10'22" West, 44.84 feet; thence North 47°03'33" East, 37.75 feet; thence North 38°01'57" East, 27.74 feet; thence North 49°47'39" East, 34.20 feet; thence North 80°05'21" East, 52.11 feet; thence South 62°24'50" East, 34.84 feet; thence South 41°21'40" East, 42.78 feet; thence South 35°28'06" East, 58.15 feet; thence South 15°11'45" East, 42.29 feet; thence North 69°34'54" East, 25.10 feet; thence North 15°11'45" West, 44.47 feet; thence North 35°28'06" West, 63.91 feet; thence North 41°21'40" West, 48.71 feet; thence North 62°24'50" West, 47.97 feet; thence South 80°05'21" West, 67.36 feet; thence South 49°47'39" West, 43.55 feet; thence South 38°01'57" West, 28.34 feet; thence South 47°03'33" West, 47.23 feet; thence South 02°10'22" East, 48.30 feet; thence South 33°19'41" West, 17.62 feet; thence South 77°48'08" West, 32.96 feet; thence South 51°25'14" West, 55.96 feet; thence South 25°20'11" West, 40.17 feet; thence South 42°38'54" West, 26.75 feet; thence South 81°03'18" West, 30.03 feet; thence South 72°49'31" West, 57.79 feet; thence South 73°08'18" West, 45.91 feet; thence South 74°32'11" West, 57.66 feet; thence South 55°17'00" West, 53.50 feet; thence South 67°04'18" West, 52.38 feet; thence South 12°53'46" West, 50.16 feet; thence South 48°30'58" West, 44.16 feet; thence South 19°07'48" West, 62.63 feet; thence South 36°59'48" East, 47.90 feet; thence South 19°11'28" East, 24.80 feet; thence South 00°25'28" East, 68.34 feet; thence South 59°45'20" East, 21.93 feet to the POINT OF BEGINNING.

Containing 0.6812 acres, more or less.

MAP SHOWING SKETCH OF CONSERVATION EASEMENTS AT EQUESTRIAN WAY
S.T. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT APPLICATION NO. 4-109-81751-1
(SEE SHEET 2 FOR LINE TABLE & CONSERVATION EASEMENT DESCRIPTIONS)



PARCEL 33, 35, 35B, 35C, 35D, 35E, 35F, 35G, 35H, 35I, 35J, 35K, 35L, 35M, 35N, 35O, 35P, 35Q, 35R, 35S, 35T, 35U, 35V, 35W, 35X, 35Y, 35Z, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

SHEET 1 OF 2 SHEETS

Table with 2 columns: Description and Date/Reference. Includes 'APPROVED PARCEL 3 JANUARY 15, 2001 (ORR-882-40)', 'APPROVED PARCEL 3 JANUARY 21, 2001 (ORR-882-40)', and 'APPROVED PARCEL 3 JANUARY 21, 2001 (ORR-882-40)'. Also includes a 'LEGEND' section with symbols for 'EASEMENT', 'WETLANDS', 'UPLANDS', 'ROAD', 'RAILROAD', 'UTILITY', 'EQUESTRIAN WAY', 'COUNTY ROAD NO. 70', 'POINT OF BEGINNING', 'POINT OF TERMINATION', 'CORNER', 'BENCH MARK', 'EQUESTRIAN WAY', 'COUNTY ROAD NO. 70', 'POINT OF BEGINNING', 'POINT OF TERMINATION', 'CORNER', 'BENCH MARK'.

The Francis Brady Grant
41, Twp. 5 So., Rge. 27 East
Section 33, 34, 35

Exhibit A Page 9 of 11

MAP SHOWING SKETCH OF CONSERVATION EASEMENTS AT EQUESTRIAN WAY

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT APPLICATION NO. 4-109-81751-1

Table with 3 columns: LINE NO., BEARING, DISTANCE. Contains survey data for line 1 through 112.

Table with 3 columns: LINE NO., BEARING, DISTANCE. Contains survey data for line 113 through 224.

Table with 3 columns: LINE NO., BEARING, DISTANCE. Contains survey data for line 225 through 336.

Table with 3 columns: LINE NO., BEARING, DISTANCE. Contains survey data for line 337 through 448.

Table with 3 columns: LINE NO., BEARING, DISTANCE. Contains survey data for line 449 through 560.

Table with 3 columns: LINE NO., BEARING, DISTANCE. Contains survey data for line 561 through 672.

Table with 3 columns: LINE NO., BEARING, DISTANCE. Contains survey data for line 673 through 784.

Table with 3 columns: LINE NO., BEARING, DISTANCE. Contains survey data for line 785 through 896.

Table with 3 columns: LINE NO., BEARING, DISTANCE. Contains survey data for line 897 through 908.

PARCEL 2

PARCEL 3

A portion of the Northwest 1/4 of Section 33, Township 33 North, Range 27 East, St. Johns County, Georgia... Parcel 2 description including acreage and survey details.

A portion of the Northwest 1/4 and the Southwest 1/4 of Section 33, Township 33 North, Range 27 East, St. Johns County, Georgia... Parcel 3 description including acreage and survey details.

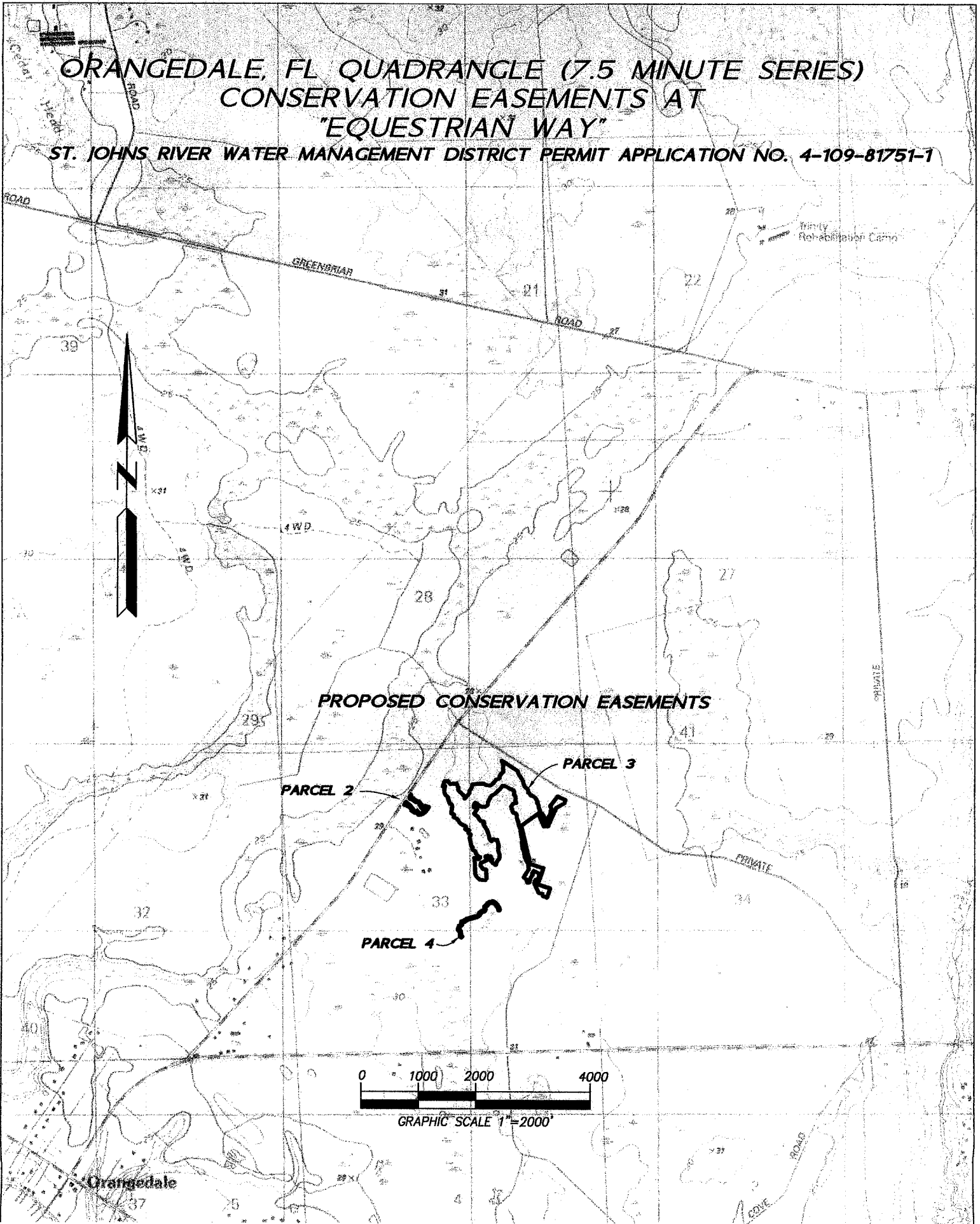
Containing 28.5000 acres, more or less. Containing 648.62 acres, more or less.

SHEET 2 OF 2 SHEETS

Professional Engineer and Surveyor information block including name, license number, and contact details.

**ORANGEDALE, FL QUADRANGLE (7.5 MINUTE SERIES)
CONSERVATION EASEMENTS AT
"EQUESTRIAN WAY"**

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT APPLICATION NO. 4-109-81751-1



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, Mercantile Bank (Mortgagee), the mortgagee under that certain Assignment of Mortgage and Loan Documents dated October 23, 2001 and recorded at Official Records Book 1721, page 1157, of St. Johns County, Florida, and that certain Future Advance Notice and Note and Real Estate Mortgage Modification, Consolidated and Spreading Agreement recorded at Official Road Book 1857, page 218, of St. Johns County, Florida, hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 22nd day of October, 2003.

Witnesses:

Lynn S. Bidleman
Name: Lynn S. Bidleman

Robert W. Perry
Name: ROBERT W. PERRY

Mortgagee:

By: Stephen C. Meadows
Name: Stephen C. Meadows
Title: Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

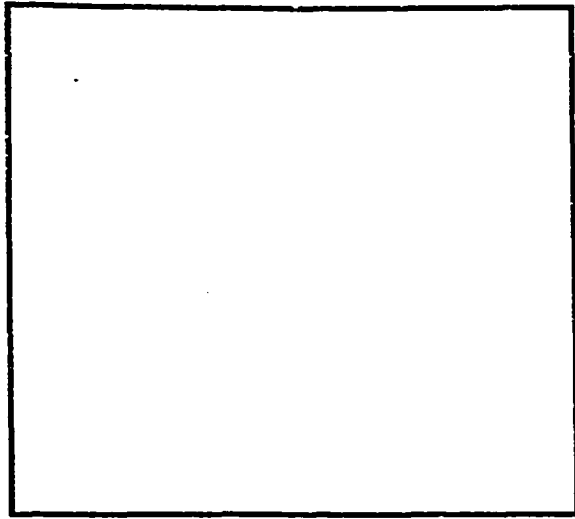
The foregoing was acknowledged before me this 22nd day of October, 2003, by Stephen C. Meadows, Vice President of Mercantile Bank, who did not take an oath and is personally known to me.

Lynn S. Bidleman
Notary Public, State of Florida at Large
Lynn S. Bidleman
My Commission Expires:

Serial No. _____ LYNN S. BIDLEMAN
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 2, 2005
Commission No. DD016085

PREPARED BY AND RETURN TO:
MICHAEL A. WALTERS, ESQ.
BADMER, BRADFORD & WALTERS, P.A.
50 N. LAURA STREET, SUITE 2200
JACKSONVILLE, FL 32202

2



SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 14th day of December, 1997, from **RAYLAND COMPANY, INC.**, a Delaware corporation, an address of which is 501 Centre Street, P.O. Box 1188, Fernandina Beach, Florida 32035-1188 (the "Grantor"), to **W.R. TOWNSEND**, as Trustee of the Second Amended and Restated W.R. Townsend Revocable Trust dated November 26, 1996, whose address is 1465 County Road 210 West, Jacksonville, Florida 32259 (the "Grantee").

W I T N E S S E T H:

That the Grantor, for an in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that land and improvements thereon located in St. Johns County, Florida, and more particularly described as follows (the "Property"):

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS CONVEYANCE IS SUBJECT TO: Ad valorem property taxes accruing subsequent to December 31, 1997; easements, servitudes, covenants, restrictions and rights-of-way of record; current zoning ordinances; riparian rights, if any; the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean higher water line of any body of water; existing cemeteries; and outstanding mineral rights of record, if any.

SUBJECT ALSO TO THE FOLLOWING RESTRICTION: Grantee covenants and agrees for himself, his heirs, successors and assigns, that not more than one (1) mobile home or trailer be placed on the Property. This covenant shall be construed to be a covenant running with the title to the lands conveyed hereby. This covenant shall automatically expire upon the tenth anniversary of the date of execution of this deed. If Grantee or his heirs, successors and assigns shall violate this covenant, Grantor or its successors and assigns shall have the right to seek injunctive relief to prevent any violation thereof and shall be entitled to recover its costs of enforcement, including reasonable attorneys fees, whether or not suit be brought to enforce this covenant.

Recorded in Public Records St. Johns County, FL
Clerk# 98000336 O.R. 1287 PG 801 03:00PM 01/05/1998
Recording \$17.00 Surcharge \$2.50 Doc Stamps \$3,756.90

TOGETHER WITH all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under the Grantor for claims arising during the period of time of Grantor's ownership of the Property.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

RAYLAND COMPANY, INC.

[Signature]
Print Name: PAUL SAKALOSKY

By: William J. Watson
Print Name: WILLIAM J. WATSON
Title: VICE PRESIDENT

Anna Mae W. Vajda
Print Name: ANNA MAE W. VAJDA

ATTEST: [Signature]
Print Name: JAMES L. SHROADS
Title: Assistant Secretary

STATE OF FLORIDA
COUNTY OF NASSAU

Before me the undersigned authority personally appeared William J. Watson and James L. Shroads, as Vice President and Assistant Secretary, respectively, of Rayland Company, Inc., a Delaware corporation, who acknowledged before me the execution of this instrument by authority and on behalf of said corporation. Both are personally known to me.

IN WITNESS WHEREOF, I have set my hand and seal upon this 18 day of December, 1997.

[Signature]
Notary Public, State of FLORIDA

Commission Expires:

Commission No.: DELEENE B. GOODE
Notary Public, State of Florida
My Comm. expires Oct. 31, 1999
Comm. No. CC507262

EXHIBIT A

O.R. 1287 PG 0803

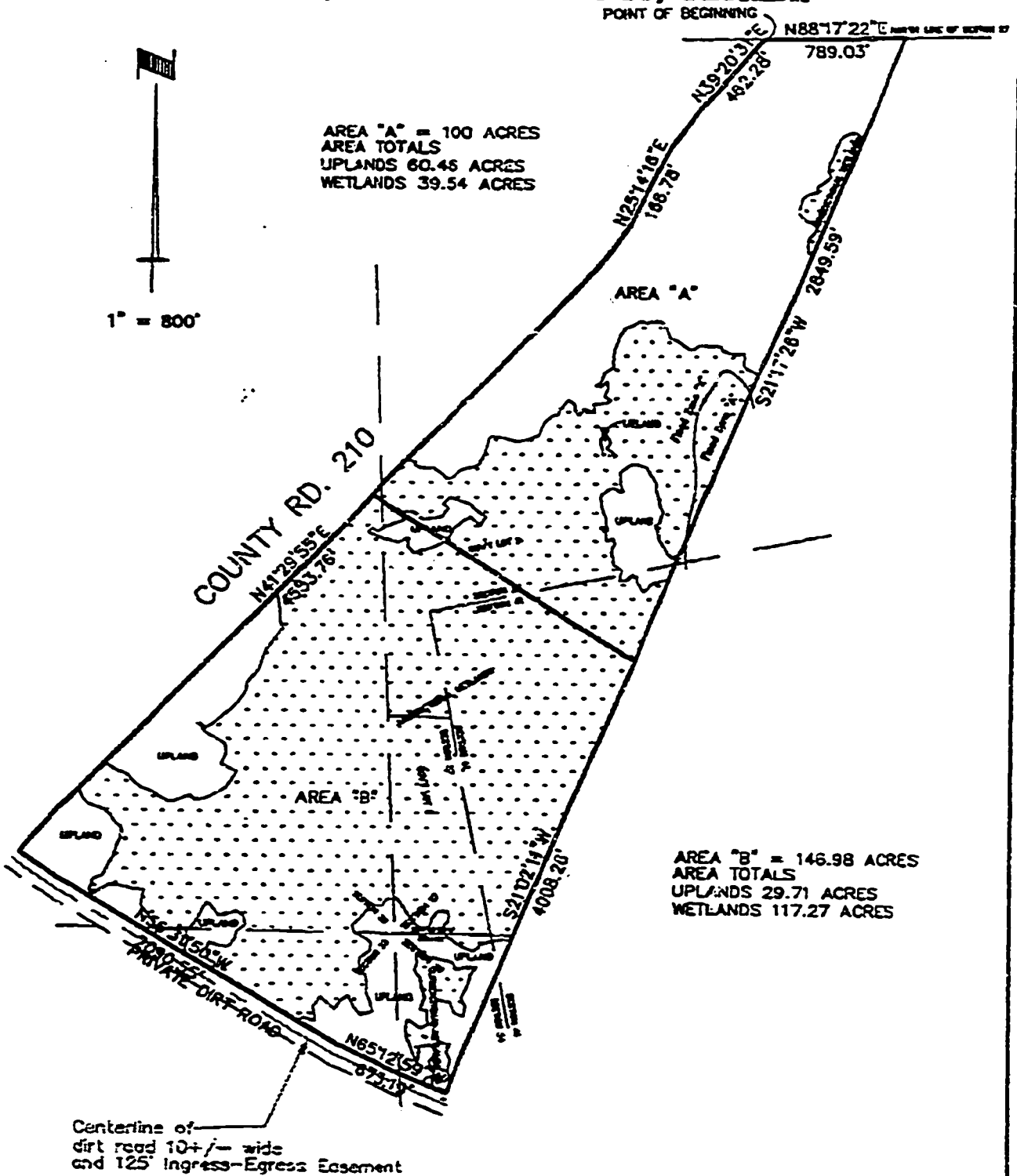
A PARCEL OF LAND SITUATED IN SECTIONS 27, 28, 33, 34 AND 41, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 27 AND THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY RD. 210 (100' R/W) AND RUN N 88°17'22"E, ALONG THE SAID NORTH LINE, 789.03 FEET TO A CONCRETE MONUMENT (#894); THENCE RUN S 21°17'26"W, 2549.59 FEET TO A CONCRETE MONUMENT (#894); THENCE RUN S 21°02'11"W, 4008.26 FEET; THENCE N 65°12'59"W, 673.19 FEET; THENCE RUN N 56°31'50"W, 2090.55 FEET TO A POINT LYING AND BEING ON THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY RD. 210; THENCE RUN NORTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE WITH THE FOLLOWING COURSES AND DISTANCES: (1) N 41°29'55"E, 4553.76 FEET TO A CONCRETE MONUMENT (#894) AND THE POINT OF A CURVE; (2) NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A CENTRAL ANGLE OF 16°15'39", A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF N 33°22'06"E, 662.39 FEET TO A CONCRETE MONUMENT (#894); (3) N 25°14'16"E, 166.78 FEET TO A CONCRETE MONUMENT (#894); (4) NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A CENTRAL ANGLE 14°05'15", A RADIUS OF 2241.83 FEET AND A CHORD BEARING AND DISTANCE OF N 32°17'24"E, 550.47 FEET TO A CONCRETE MONUMENT (#894); (5) N°39 20'31"E, 462.28 FEET TO THE POINT OF BEGINNING.

(SAID PARCEL OF LAND CONTAINING 246.98 ACRES MORE OR LESS)

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THOSE LANDS BEING 125 FEET IN WIDTH AND LYING SOUTHERLY OF AND ABUTTING THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL

**ACREAGE TABULATION FOR W. R. TOWNSEND PURCHASE
IN SECTIONS 27, 28, 33, 34 AND 41
T4S, R26E, ST. JOHNS COUNTY, FLORIDA**



Public Records of
St. Johns County, FL
Clerk# 00-029737
O.R. 1510 PG 1572
04:13PM 07/12/2000
REC \$17.00 SUR \$2.50
Doc Stamps \$0.70

Prepared by and return to
Kenneth M. Keefe, Jr.
McGuire Woods Battle & Boothe, LLP
P. O. Box 4099
Jacksonville, Florida 32201

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, dated as of June 30, 2000, is by and between **A&S LAND DEVELOPMENT COMPANY**, hereinafter called the Grantee, whose address is: 7865 Southside Boulevard, Jacksonville, Florida 32256 ("Grantor") and **RAYLAND, LLC**, a Delaware limited liability company, as successor by conversion from Rayland Company, Inc., a Delaware corporation, whose address is 501 Centre Street, Fernandina Beach, Florida 32034 ("Grantee") (the words "Grantor" and "Grantee" being deemed to include the respective successors and assigns where the context requires).

WHEREAS, Grantee conveyed to Grantor, by that certain Special Warranty Deed of even date herewith, that certain parcel of land situate in St. Johns County, Florida, more particularly described in Exhibit A, attached hereto, (the "Burdened Parcel").

WHEREAS, Grantee owns certain lands (the "Benefited Parcel") adjoining the Burdened Parcel and Grantor and Grantee intend that access to the Benefited Parcel will be by way of an easement over and across the Burdened Parcel

WITNESSETH:

That Grantor, for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Grantee, its successors and assigns, a perpetual nonexclusive access easement over, under and across a 125 foot wide right-of-way (the "Roadway") located within the Burdened Parcel, subject to the following terms and conditions.

1. The easement is appurtenant to every part and parcel of the Benefited Parcel.
2. The Roadway shall be located as described on Exhibit B, attached hereto and made a part hereof. Subject to Grantee's prior written approval, not to be unreasonably withheld, conditioned, or delayed, the location of the Roadway may be relocated by Grantor, provided, however, that such relocation shall not impair the intended use or benefits to the Benefited Parcel or result in any additional cost or expense to Grantee.
3. The Roadway may be used for vehicular and pedestrian ingress and egress to the Benefited Parcel and to provide utility services, including water, sewer, electrical, gas, telephone and cable television, to the Benefited Parcel. In using the easement granted hereby, Grantee shall not impede, obstruct, interfere with or limit the use of the Burdened Parcel not subject thereto.
4. Grantee may, but is not obligated to, develop, install, improve, construct, maintain and repair a road or utilities over, under or across the Roadway for the benefit of the Benefited Parcel.
5. Grantor may, but is not obligated to, dedicate the Roadway, or any portion thereof, to St. Johns County, or other governmental entity, as a public right-of-way and Grantee hereby

agrees to join in any such dedication. In the event Grantor does not dedicate the Roadway as a public right-of-way, Grantee may, but is not obligated to, dedicate the Roadway, or such portion thereof as is necessary or convenient for the development of the Benefited Parcel, to St. Johns County, or other governmental entity, as a public right-of-way and Grantor hereby grants to Grantee the full and complete power and right to make such dedication. However, if required for such dedication. Grantor and any lender or other party having any interest, including any security interest, in any part of the Burdened Parcel, hereby covenants and agrees to promptly, and without demand for compensation or concession of any kind, execute such instrument as may be required for such dedication. This Grant of Easement shall automatically terminate upon the dedication, and acceptance thereof, of the Roadway as a public right-of way with respect to that portion of the Roadway so dedicated.

6. This Grant of Easement will inure to the benefit of and bind the heirs, successors, and assigns of each of the Grantor and Grantee.

7. This Grant of Easement is part and parcel of the transaction which includes the conveyance of the Burdened Parcel by Grantee to Grantor and is an inseparable part of the bargained for consideration for such conveyance of the Burdened Parcel.

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed in its name by its proper and duly authorized officers, effective upon the date above given.

Signed, sealed and delivered in the presence of:

A & S LAND DEVELOPMENT COMPANY
Florida corporation

[Signature]
Print Name John J. Mierals

By [Signature]
Print Name Charles F. Atkinson, Jr.
Its: Pres.

[Signature]
Print Name Kenneth M. Keete

(SEAL)

DR1510P61574

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30th day of June, 2000, by Charles F. Atkinson, President of A & S Land Development, Company, a Florida corporation, on behalf of the corporation. He/she is personally known to me, or has produced _____ as identification.

[Handwritten Signature]

Print notary name below signature
Notary Public, State and
County Aforesaid

My Commission Expires:
Serial No., if any:

(NOTARIAL SEAL)



\\REA\29047.1

EXHIBIT A

The Northerly 125 feet of the property described as follows:

OR1510P61575

PARCEL "B"

A portion of the Southeast $\frac{1}{4}$ of Section 28, together with a portion of the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 33, all lying within Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Northeast $\frac{1}{4}$ of Section 33; thence North 02 degrees 18 minutes 00 seconds West, along the West line of said Northeast $\frac{1}{4}$, a distance of 1,338.52 feet; thence South 89 degrees 07 minutes 58 seconds West, along the South line of the Northeast $\frac{1}{4}$ of said Northwest $\frac{1}{4}$ of Section 33, a distance of 737.27 feet to a point situate in the Southeasterly right of way line of County Road No. 210, formerly State Road No. 210 (a 125 foot right of way as now established), said Southeasterly right of way line being the former 100 foot right of way line of said County Road No. 210; thence North 33 degrees 48 minutes 42 seconds East, along said Southeasterly right of way line, a distance of 1,969.56 feet to the point of curvature of a curve to the right concave Southeasterly and having a radius of 2,820.85 feet; thence Northeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, a distance of 277.01 feet, said arc being subtended by a chord bearing and distance of North 36 degrees 37 minutes 30 seconds East, 276.90 feet; thence South 56 degrees 34 minutes 23 seconds East, along the Southerly line of those certain lands described in Official Records Book 1287, page 801, of the Public Records of said County, a distance of 2,088.73 feet; thence South 65 degrees 15 minutes 32 seconds East, and continuing along the Southerly line of said last mentioned lands, a distance of 156.12 feet; thence South 17 degrees 50 minutes 33 seconds West, a distance of 1,684.74 feet; thence South 72 degrees 09 minutes 27 seconds East, a distance of 225.00 feet; thence South 17 degrees 50 minutes 33 seconds West, a distance of 630.00 feet; thence North 72 degrees 09 minutes 27 seconds West, a distance of 465.13 feet; thence South 17 degrees 50 minutes 33 seconds West, a distance of 97.88 feet; thence North 72 degrees 09 minutes 27 seconds West, a distance of 460.92 feet; thence South 00 degrees 20 minutes 22 seconds West, a distance of 117.28 feet; thence South 52 degrees 59 minutes 07 seconds West, a distance of 530.25 feet; thence South 62 degrees 08 minutes 05 seconds West, a distance of 448.68 feet; thence South 87 degrees 42 minutes 31 seconds West, a distance of 97.65 feet to a point situate in the West line of said Southeast $\frac{1}{4}$ of Section 33; thence North 02 degrees 17 minutes 00 seconds West, along said last mentioned line, a distance of 763.52 feet to the Point of Beginning.

SUBJECT TO an easement for ingress and egress over and upon the Northerly 125 feet thereof described in said Official Records Book 1287, page 801.

Said lands being a portion of those certain lands described in deed recorded in Official Records Book 831, page 1729 (Parcel B) of said Public Records.

END OF LEGAL DESCRIPTION

Public Records of
St. Johns County, FL
Clerk# 04-034614
O.R. 2195 PG 305
11:31AM 05/10/2004
REC \$13.00 SUR \$2.00

PREPARED BY AND RETURN TO:

Beth Breeding
Silverfield Development Co.
4141 Southpoint Drive East #B
JACKSONVILLE, FL 32216

PARTIAL ASSIGNMENT OF DEVELOPER'S RIGHTS

August 1, 2003 THIS PARTIAL ASSIGNMENT OF DEVELOPER'S RIGHTS is made effective as of August 1, 2003, by SILVERFIELD DEVELOPMENT COMPANY, a Florida corporation and C. ATKERSON, INC., a Florida corporation (the "Developer"), in favor of G&C DEVELOPERS, INC. (together, the "Assignee").

RECITALS:

A. Developer is the holder of certain reserved rights, powers, privileges and authority (together, the "Developer's Rights") pursuant to that certain Declaration of Covenants and Restrictions for Whitelock Farms recorded in Official Records Book 1462, at page 31 of the public records of St. Johns County, Florida (the "Declaration").

B. Pursuant to Section 2.4 of the Declaration, the Developer desires to transfer and assign to the Assignee, all of the Developer's Rights that relate to the Property, and the Assignee has agreed to accept such transfer and assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. The parties confirm that the above-stated recitals are true and correct. All capitalized terms contained herein shall have the same meanings as such terms are defined in the Declaration.

2. The Developer hereby transfers and assigns to the Assignee all of the Developer's Rights that relate to the Property.

3. The Assignee hereby accepts the assignment of all of the Developer's Rights transferred and assigned hereby.

IN WITNESS WHEREOF, the Developer and the Assignee have each executed this Assignment of Developer's Rights as of the date and year first above written.

“DEVELOPER”

Signed, sealed and delivered in the presence of:

By: SILVERFIELD DEVELOPMENT COMPANY,

Serena Wakefield
(Print Name) Serena Wakefield

By: [Signature]
Gary Silverfield, President

H. Breeding
(Print Name) _____

By: C. ATKERSON, INC.,

Serena Wakefield
(Print Name) Serena Wakefield

By: [Signature]
Charles Atkerson, President

H. Breeding
(Print Name) _____

STATE OF FLORIDA)
COUNTY OF St Johns)SS

The foregoing instrument was acknowledged before me this 1st day of August, 2003, by Gary Silverfield, as President Silverfield Development Company.

H. Breeding
(Print Name _____)

NOTARY PUBLIC, State of Florida at Large
Commission No. _____ HELEN BREEDING
My Commission Expires: _____ NOTARY PUBLIC, STATE OF FLORIDA
Personally known _____ My commission expires Feb. 23, 2005
or Produced I.D. _____ Commission No. CC991173

[check one of the above]
Type of Identification Produced _____

STATE OF FLORIDA)
COUNTY OF St Johns)SS

The foregoing instrument was acknowledged before me this 1st day of August, 2003, by Charles Atkerson, as President of C. Atkerson, Inc., a Florida corporation.

H. Breeding
(Print Name _____)
NOTARY PUBLIC HELEN BREEDING
State of Florida at Large NOTARY PUBLIC, STATE OF FLORIDA
Commission No. _____ My commission expires Feb. 23, 2005
My Commission Expires: _____ Commission No. CC991173
Personally known _____

“ASSIGNEE”

Signed, sealed and delivered in the presence of:

G&C DEVELOPERS, INC., a Florida corporation

Serena Wakefield
(Print Name Serena Wakefield)

By: G. Silverfield
Gary Silverfield, President

H. Breeding
(Print Name _____)

STATE OF FLORIDA)
COUNTY OF St Johns)SS

The foregoing instrument was acknowledged before me this 1st day of August, 2003, by Gary Silverfield, as President G&C DEVELOPERS INC., on behalf of the corporation.

H. Breeding
(Print Name _____)
NOTARY PUBLIC HELEN BREEDING
State of Florida at Large NOTARY PUBLIC, STATE OF FLORIDA
Commission No. _____ My commission expires Feb. 23, 2005
My Commission Expires: _____ Commission No. CC991173
Personally known _____

03-A4-0422

5 min Return

STEWART TITLE
FIVE MINUTE RECORDING

Public Records of
St. Johns County, FL
Clerk# 03-078994
O.R. 2073 PG 1726
02:19PM 10/23/2003
REC \$25.00 SUR \$3.50

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

100917

**SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WHITELOCK FARMS
(EQUESTRIAN WAY)**

This Supplementary Declaration is made effective October 22, 2003 by **G&C DEVELOPERS, INC.**, a Florida corporation (the "Equestrian Way Developer"), having an address at 4141 Southpoint Drive East, Suite B, Jacksonville, Florida 32216.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property more particularly described on the attached Exhibit A (the "Property") and is the assignee of Whitelock Farms General Partnership, a Florida general partnership; and

WHEREAS, the Declaration of Covenants and Restrictions for Whitelock Farms has been recorded in Official Records Book 1462, at page 31, and amended by First Amendment to Declaration of Covenants and Restrictions for Whitelock Farms recorded in Official Records Book 1486, at page 1987, both of the public records of St. Johns County, Florida, (the "Declaration"); and

WHEREAS, the Equestrian Way Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration as provided for under the terms of Section 3.2 thereof, to designate additional Common Area pursuant to Section 5.3 thereof, and to impose additional restrictions pursuant to Section 13.3 thereof.

NOW THEREFORE, the Equestrian Way Developer hereby declares that:

1. **Defined Terms.** All defined terms contained in this Declaration shall have the same meanings as such terms are defined by the Declaration.
2. **Property Subject to Declaration.** All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. In the event of conflict between the Declaration and this Supplementary Declaration, this Supplementary Declaration shall control.
3. **Additional Common Area.** The real property more particularly described on Exhibit B attached hereto and made a part hereof is hereby designated as Common Area.

26.5

4. **Conservation Easement Area.** Pursuant to the provisions of Section 704.06, Florida Statutes, the Developer has granted to the St. Johns River Water Management District (the "District") a conservation easement (the "Conservation Easement") in perpetuity over the property described in the Conservation Easement (the "Conservation Easement Areas") recorded on Oct. 23, 2003 in Official Records Book 2073, Page 1715, of the public records of St. Johns County, Florida. A number of the Lots include lands that are subject to the terms of the Conservation Easement. The Developer granted the Conservation Easement as a condition of permit number 4-109-81715-1 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

(a) **Purpose.** The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

(b) **Prohibited Uses.** Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses:

(i) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(ii) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(iii) Removing, destroying or trimming trees, shrubs or other vegetation.

(iv) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(v) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(vii) Acts or uses detrimental to such retention of land or water areas.

(viii) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

(c) **Responsibilities.** The Association is responsible for the operation and maintenance of the Conservation Easement Areas. In addition, the Association is responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

(d) Rights of District. To accomplish the purposes stated in the Conservation Easement, the Developer conveyed the following rights to the District:

(i) To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if the Association is complying with the covenants and prohibitions contained in the Conservation Easement.

(ii) to proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

(e) Amendment. The provisions of the Conservation Easement may not be amended without the prior written approval of the District.

5. Effect. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded. This Supplementary Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the Equestrian Way Developer has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

G&C DEVELOPERS, INC., a Florida
corporation

Serena Wakefield
(Print Name Serena Wakefield)
Lynn S. Bidleman
(Print Name Lynn S. Bidleman)

By:

Charles F. Atkerson, Jr.
Charles F. Atkerson, Jr.
Vice President

[CORPORATE SEAL]

STATE OF FLORIDA)
)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 22nd day of October, 2003, by Charles F. Atkerson, Jr., as Vice President of **G&C DEVELOPERS, INC.**, a Florida corporation, on behalf of the corporation.

Lynn S. Bidleman

(Print Name Lynn S. Bidleman)

NOTARY PUBLIC

State of Florida at Large

Commission No. _____

My Commission Expires: _____

Personally known _____

or Produced I.D. _____

[check one of the above]

Type of Identification Produced

LYNN S. BIDLEMAN
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 2, 2005
Commission No. DD016085

EXHIBIT A

All of the lands included within Equestrian Way, according to the plat thereof recorded in Map Book 47, pages 95 through 109, of the public records of St. Johns, Florida.

EXHIBIT B

Tracts 1, 2 and 5 as depicted on the plat of Equestrian Way, according to the plat thereof recorded in Map Book 47, pages 95 through 109, of the public records of St. Johns County, Florida.

Public Records of
St. Johns County, FL.
Clerk# 00-014522
O.R. 1486 PG 1987
04:43PM 04/06/2000
REC \$17.00 SUR \$2.50

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS MILLER & REINSCH, P.A.
200 WEST FORSYTH STREET
SUITE 1400
JACKSONVILLE, FLORIDA 32202-4327

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WHITELOCK FARMS

This First Amendment to Declaration of Covenants and Restrictions for Whitelock Farms is made effective March 30, 2000 by **WHITELOCK FARMS GENERAL PARTNERSHIP**, a Florida general partnership (the "Developer").

RECITALS

- A. The Declaration of Covenants and Restrictions for Whitelock Farms is recorded in Official Records Book 1462, pages 31 through 76 of the public records of St. Johns County, Florida (the "Declaration").
- B. Pursuant to Article 13.5 of the Declaration, the Declaration may be unilaterally amended by the Developer without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located with the Property.
- C. The Developer desires to amend the Declaration as more particularly set forth hereafter, and such Amendment shall not materially or adversely affect the value of any Lot or any other building parcel located within the Property.

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

1. All defined terms contained in this First Amendment shall have the same meanings as such terms are defined in the Declaration.
2. The fifth paragraph of Section 10.23.1 is hereby amended in its entirety to read as follows:

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED ELSEWHERE IN THIS DECLARATION, THE ACOE AND SJRWMD SHALL EACH HAVE THE RIGHTS AND POWERS ENUMERATED IN THIS PARAGRAPH. THE

ACOE AND THE SJRWMD SHALL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW OR IN EQUITY, THE PROVISIONS CONTAINED IN THIS DECLARATION WHICH RELATE TO THE PERMITS AND THE JURISDICTIONAL LANDS SUBJECT TO THE REGULATION OF THE ACOE OR SJRWMD INCLUDING WITHOUT LIMITATION THE PROVISIONS OF SECTION 10.23.2 HEREOF. ANY AMENDMENT TO THIS DECLARATION WHICH AMENDS THE RESPONSIBILITIES OR OBLIGATIONS OF THE PARTIES WITH RESPECT TO THE REFERENCED PERMITS, THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, OR SECTION 10.23.2 HEREOF, MUST HAVE THE PRIOR WRITTEN APPROVAL OF THE ACOE AND SJRWMD, AS APPLICABLE. IN THE EVENT THAT THE ASSOCIATION IS DISSOLVED, PRIOR TO SUCH DISSOLUTION, ALL RESPONSIBILITY RELATING TO THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM AND THE PERMITS MUST BE ASSIGNED TO AND ACCEPTED BY AN ENTITY APPROVED BY THE ACOE AND THE SJRWMD.

3. Section 10.23 of the Declaration is hereby amended by adding a new subsection 10.23.2 as follows:

10.23.2 Protected Areas. The following activities shall not be permitted within the twenty-five foot (25') Natural Rear Yard Buffer/Treatment Area, and the fifteen foot (15') utility easement located within Tract G of the Subdivision, all as more particularly described on the plat of the Subdivision recorded in Map Book 37, pages 80 through 112 of the public records of St. Johns County, Florida:

- (a) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;
- (b) dumping or placing of soil or other substances or materials such as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) removal or destruction of trees, shrubs, or other vegetation;
- (d) excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface; surface use except for purposes that permit the land or water area to remain predominately in its natural condition;
- (e) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation;

- (f) acts or uses detrimental to such retention of land or water areas;
- (g) acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Notwithstanding the foregoing, the referenced activities may be authorized within such portions of the Subdivision upon the prior express written consent of the SJRWMD and the Association.

4. In the event of any conflict between the terms of the Declaration and this First Amendment, the terms of this First Amendment shall control. Except as specifically modified hereby, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this First Amendment as of the date and year first above written.

Signed, sealed and delivered in the presence of:

WHITELOCK FARMS GENERAL PARTNERSHIP, a Florida general partnership

Sandra Whitfield
(Print Name Sandra Whitfield)

Helen Breeding
(Print Name Helen Breeding)

Helen Breeding
(Print Name Helen Breeding)

Sandra Whitfield
(Print Name Sandra Whitfield)

By: *G. P. Williams, Pres*
Name: *Silverfield Development Co.*
Title: General Partner

By: *[Signature]*
Name: *C. H. Johnson, Inc.*
Title: General Partner

STATE OF Florida }
COUNTY OF St Johns } SS

The foregoing instrument was acknowledged before me this 30 day of March, 2000, by Gary D. Silverfield and Charles Atkinson, Jr., as general partners of **WHITELOCK FARMS GENERAL PARTNERSHIP**, a Florida general partnership, on behalf of the partnership.

Helen Breeding

(Print Name _____)
NOTARY PUBLIC

State of _____ at Large

Commission # _____
My Commission Expires _____ **HELEN E. BREEDING**
Personally Known _____ **NOTARY PUBLIC, STATE OF FLORIDA**
or Produced I.D. _____ **My commission expires Dec. 23, 2000**
Commission No. CCE09731

[check one of the above]
Type of Identification Produced

Public Records of
St. Johns County, FL
Clerk# 99053436
O.R. 1462 PG 31
02:18PM 12/17/1999
REC \$189.00 SUR \$24.00

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WHITELOCK FARMS

THIS DOCUMENT PREPARED BY:

**Thomas M. Jenks, Esq.
Pappas Metcalf Jenks Miller & Reinsch, P.A.
200 West Forsyth Street - Suite 1400
Jacksonville, FL 32202-4327**

INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WHITELOCK FARMS

ARTICLE I MUTUALITY OF BENEFIT AND OBLIGATION

- Section 1.1 Mutuality
- Section 1.2 Benefits and Burdens

ARTICLE II DEFINITIONS

- Section 2.1 Association
- Section 2.2 Board
- Section 2.3 Common Area
- Section 2.4 Developer
- Section 2.5 Limited Common Area
- Section 2.6 Lot
- Section 2.7 Non-Residential Parcel
- Section 2.8 Owner
- Section 2.9 Property or Subdivision
- Section 2.10 PRD
- Section 2.11 PRD Master Plan
- Section 2.12 Residential Parcel
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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
WHITELOCK FARMS

THIS DECLARATION is made this 3rd day of December 1999, by **WHITELOCK FARMS GENERAL PARTNERSHIP**, a Florida general partnership (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 2.1 **Association**. The Whitelock Farms Homeowners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached as Exhibits B and C, respectively.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Common Area**. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated

for the common use and enjoyment of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit D attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company. The Common Property shall include the fire protection system serving the Subdivision.

Section 2.4 **Developer**. Whitelock Farms General Partnership and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Whitelock Farms General Partnership as the Developer of the Property is not intended and shall not be construed, to impose upon Whitelock Farm General Partnership any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Whitelock Farm General Partnership and develop and resell the same.

Section 2.5 **Limited Common Area**. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within twenty (20) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.6 **Lot**. Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.7 **Non-Residential Parcel**. The portion of each Lot depicted on the PRD Master Plan or on the plat of any portion of the Property recorded in the public records of St. Johns County, Florida, as being usable for agricultural or other non-residential purposes.

Section 2.8 **Owner**. The record owner or owners of any Lot.

Section 2.9 **Property or Subdivision**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.10 **PRD**. Planned Rural Development Ordinance Number 97-60 as enacted by the Board of County Commissioners of St. Johns County, Florida, as the same may be amended from time to time.

Section 2.11 **PRD Master Plan**. The master land use plan attached to and made part of the PRD. As the PRD Master Plan is a conceptual plan, if there is any conflict between the designations shown on the PRD Master Plan and any plat of any portion of the Property, the plat shall control.

Section 2.12 **Residential Parcel**. The portion of each Lot depicted on the PRD Master Plan or on the plat of any portion of the Property recorded in the public records of St. Johns County, Florida, as being usable for residential purposes.

Section 2.13 **Surface Water or Stormwater Management System**. A system which is designed and constructed or implemented within or serving the property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system. For purposes of this Declaration, the Surface Water or Stormwater Management Systems shall be deemed to be part of the Common Area.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants**. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands**. Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, or open space shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VI of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** The Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV **THE ASSOCIATION**

Section 4.1 **Membership.** Each Owner, including the Developer (at all times so long as it owns any part of the Property), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 4.2 **Classes and Voting.** The Association shall have two classes of membership:

(a) **Class A Members.** The Class A Members shall be all Owners, with the exception of the Developer, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owner's thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class B Members.** The Class B Member shall be the Developer who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B Membership shall cease and be converted to Class A Membership on the date which is three (3) months following the date that ninety percent (90%) of the Lots have been conveyed to Owners other than the Developer.

ARTICLE V **COMMON AREA RIGHTS**

Section 5.1 **Conveyance of Common Area.** At such time as the Developer shall determine in its sole discretion, all of the Common Area owned by the Developer shall be conveyed or assigned to the Association, and the Association shall accept such conveyance or assignment.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area (for its intended purpose), which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of the PRD or any environmental permit;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(d) The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;

(e) Easements, restrictions, agreements and other matters of record as of the date of recordation of this Declaration or contained in this Declaration;

(f) Conservation easements or similar restrictions to which the Common Area, or portions thereof, may be subjected by the Developer or the Association after the date of this Declaration.

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

Section 5.4 Maintenance of Common Area. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and the road surfaces, landscaping, improvements and other structures (except

utilities owned and maintained by public or private utility companies providing electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Areas, if any. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.5 **Easement for Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, a non-exclusive perpetual easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration.

ARTICLE VI **ARCHITECTURAL CONTROL**

Section 6.1 **Architectural Review and Approval.** Except for the initial construction of residential dwellings and related structures, landscaping, and other improvements ("Initial Construction"), no landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer or the Association. It shall be the obligation of each Owner to supply two (2) sets of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the

Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 6.2 Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) or five (5) members who need not be members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

Section 6.3 Powers and Duties of the ARB. The ARB shall have the following powers and duties:

(a) To recommend amendments to the architectural criteria to the Board at such time as the Board shall have the right to adopt or amend architectural criteria for the Property. For so long as the Developer shall be entitled to elect or appoint a majority of the members of the Board, only the Developer shall have the right to promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the Association. At such time as members of the Association shall elect a majority of the members of the Board, such architectural criteria shall be promulgated, amended, eliminated, or replaced by the Board. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB pursuant to this Article VI. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VI, any improvements or structures of any kind (other than Initial Construction), or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB may, but need not be evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the

Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

(d) To adopt and impose a schedule of reasonable fees for processing requests for ARB approval of proposed improvements, which shall not exceed the sum of Three Hundred Fifty Dollars (\$350.00) per request. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

Section 6.4 **Compensation of ARB.** The Board may, at its option, pay reasonable compensation to any or all members of the ARB.

Section 6.5 **Review of Initial Construction by Developer.** No Initial Construction shall be commenced upon any Lot unless and until the plans, specifications and location of the same have been submitted to, and approved by, the Developer in writing. All plans and specifications shall be evaluated as to visual and acoustical privacy, as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation, and as to consistency with this Declaration and architectural criteria made applicable to Initial Construction by the Developer from time to time. The Developer shall be entitled to impose reasonable fees for processing requests for approval of Initial Construction in the same manner as the Association may impose such fees pursuant to Section 6.3 hereof.

Section 6.6 **Variance.** The Developer and the ARB may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer or ARB, as applicable. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 6.7 **Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer, the ARB, or the Association as contemplated by this Article VI, neither the Developer, the ARB, 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, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB, or the Association.

ARTICLE VII
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, special assessments, or Equestrian Use Assessments, as such term is defined by Section 7.2 hereof, established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 7.2 **Purpose of Assessments.**

7.2.1 The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 5.4 hereof, to fund any and all cost sharing agreements between the Association and other property owners associations owning property within the lands described by the PRD, and for all other purposes reasonably contemplated by this Declaration, the Articles or the Bylaws. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area.

7.2.2 The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors at the time such special assessment is levied.

7.2.3 The Board of Directors may levy annual or special assessments that shall be payable only by those Lot Owners who keep one or more horses on their Lots (the "Equestrian Use Assessments"), which shall be used solely to fund that portion of the maintenance, repair, and replacement of the Common Trails, as such term is defined by Section 12.2 hereof, that becomes reasonably necessary as the result of equestrian use of the Common Trails.

Section 7.3 **Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment, any special assessment or the Equestrian Use Assessment shall be based upon the following calculations:

(a) All Lot Owners shall pay an equal share of annual and special assessments which shall be established at a uniform rate per Lot.

(b) The total Equestrian Use Assessment shall be allocated among the Lot Owners who keep one or more horses on their Lots, based upon the number of horses kept on such Lots at any time during the time period for which the Equestrian Use Assessment is made applicable by the Board.

(c) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of St. Johns County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semi-annually. Special assessments and Equestrian Use Assessments shall be collectable in the manner established by the Board of Directors at the time such assessments are authorized.

Section 7.4 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer. The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of a delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal.

Section 7.5 Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 7.6 Developer's Assessments. During the Development Period (as defined below), the Lots and other portions of the Property owned by the Developer shall not be subject to any annual assessments, special assessments or Equestrian Use Assessments, levied by the

Association or to any lien for such assessments. During the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the recordation of this Declaration in the current public records of St. Johns County, Florida and shall continue until the Developer shall no longer own any Lots subject to the provisions of this Declaration, or until such earlier date as the Developer shall determine in its sole discretion. Upon termination of the Development Period, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE VIII EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 Exterior Maintenance. The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have thirty (30) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 Assessment of Costs. The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Section 7.4, and shall be subordinate to mortgage liens to the extent provided by Section 7.5.

Section 8.3 Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE IX
UTILITY PROVISIONS

Section 9.1 **Water System**. Each Owner shall be obligated to install and maintain, at the sole cost and expense of the Owner, one or more wells and associated equipment for potable water service for all improvements constructed upon each Lot.

Section 9.2 **Sewage System**. Each Owner shall be obligated to install and maintain, at the sole cost and expense of the Owner, one or more septic tanks and associated drain fields and equipment for sanitary sewage service for all improvements constructed upon each Lot. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch, canal or roadway. The location of all septic tanks and drain fields shall be subject to review and approval pursuant to Article VI of this Declaration.

Section 9.3 **Garbage Collection**.

(a) Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by St. Johns County, Florida. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

(b) Each Owner shall participate in any available solid waste recycling program instituted by the Developer, St. Johns County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 9.4 **Utility Service**. It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, telephone, cable television, and any other utility services for service to such Lot.

ARTICLE X
USE RESTRICTIONS AND RIGHTS AND
EASEMENTS RESERVED BY DEVELOPER

Section 10.1 **Residential Parcels**. The Residential Parcels shall be used solely for residential dwellings, yards and associated structures, except that one or more Residential Parcels may be used for sales and construction facilities and model homes during the development and sale of Lots within the Property. Except as otherwise permitted by the PRD, no business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 10.2 **Non-Residential Parcels**. Except as otherwise permitted by the PRD, the Non-Residential Parcels shall be used solely for agricultural, recreation, or open space purposes. No residential dwellings shall be constructed within any Non-Residential Parcel.

Section 10.3 **Common Area**. The Common Area shall be used solely for roadways, drainage facilities serving the Lots, and for recreation or open space purposes; provided however, timber may be harvested from the Common Area except where prohibited by a conservation easement or similar restriction. No residential dwellings shall be constructed within any portion of the Common Area.

Section 10.4 **Living Area**. Each detached single family residence constructed upon a Residential Parcel shall contain a minimum of two thousand (2000) square feet of heated and air conditioned living area.

Section 10.5 **Detached Buildings**. A detached garage with guest quarters, including a kitchen, may be constructed on a Lot prior to, during or after the construction of the main dwelling thereon. Each such guest quarters shall contain a minimum of three hundred fifty (350) square feet of heated and air conditioned living area. Such guest quarters shall be for the exclusive use of the applicable Lot Owner, and such Owner's family, guests or domestic help, and in no event shall such guest quarters be leased or rented to any party. In the event that guest quarters are constructed on any Lot prior to the main dwelling being constructed thereon, the guest quarters may be used for a temporary residence for a maximum of one hundred eighty (180) days per year; provided however, that during construction of the main dwelling, the guest quarters may be used as a temporary residence for a maximum of three hundred sixty-five (365) days. No other accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 10.6 **Setbacks**.

10.6.1 **Front**. No dwelling shall be erected within seventy-five (75) feet of any front Residential Parcel boundary.

10.6.2 **Side**. No dwelling shall be erected within twenty (20) feet of any side Residential Parcel boundary.

10.6.3 **Rear**. No dwelling shall be erected within ten (10) feet of any rear Residential Parcel boundary.

10.6.4 **Other**. No structure shall be constructed within fifty (50) feet of the right-of-way of County Road 210, and setbacks applicable to accessory structures shall be as stated in the PRD.

10.6.5 **Easement Areas**. No dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property or within any easement reserved by this Declaration.

10.6.6 **Measurement of Setbacks.** All setbacks shall be measured from the exterior wall of the dwelling to the applicable Residential Parcel boundary.

Section 10.7 **Motor Vehicles and Boats.** No boats, recreational vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored within the front yard of any Residential parcel, and any such boat, recreational vehicle, or motor vehicle shall be reasonably screened from public view. No maintenance or repair shall be performed upon any boat or motor vehicle upon any Residential Parcel, except within a building, or otherwise reasonably screened from public view. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer.

Section 10.8 **Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.9 **Antenna.** The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the ARB in accordance with architectural criteria imposed by the Developer or the Association from time to time.

Section 10.10 **Lakes.** Only the Developer and the Association shall have the right to pump or otherwise remove any water from any lakes which are included in the Common Area (the "Common Lakes") for the purpose of irrigation or other use, or to place any refuse in the Common Lakes. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of the Common Lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi therein. No gas or diesel driven boat shall be permitted to be operated on any Common Lake. Lots which now or may hereafter be adjacent to or include a portion of a Common Lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 10.17 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article VIII of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any Common Lake.

The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of a Common Lake. The use of the surface waters of any Common Lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 13.9 HEREOF.

Section 10.11 Casualty Damages. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner thereof shall remove all debris immediately and restore the Lot to an orderly condition within a reasonable time, not to exceed sixty (60) days from the date of such damage or destruction.

Section 10.12 Trees. Except for pine trees, no tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from any Residential Parcel without the prior express written consent of the Developer.

Section 10.13 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 10.14 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Association.

Section 10.15 Lighting. No lighting shall be permitted on any Residential Parcel which alters the residential character of the Subdivision.

Section 10.16 Animals. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. The prior sentence notwithstanding, each Owner shall be permitted to board not more than one (1) horse for each acre, or fraction thereof, included within such Owner's Lot. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

Section 10.17 Maintenance of Lots and Limited Common Areas. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Residential Parcel or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Residential Parcels and Limited Common Areas and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat,

attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Residential Parcel or Limited Common Area for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the Property in accordance with the provisions of Article VIII hereof. During construction upon any Residential Parcel, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.18 **Fences**. Except as approved by the Developer as part of Initial Construction, or as subsequently approved by the ARB, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 10.19 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.20 **Common PRD**. Due to the integrated nature of the Property and the lands described by the PRD, no Owner, or any other person or entity shall construct any improvements upon any Lot or any other portion of the Property, nor take any other action, which in the sole opinion of the Developer, would result in a modification of the terms and provisions of the PRD, as the same may be amended from time to time, without the prior written consent of the Developer. Information concerning the requirements for amending or changing the PRD may be obtained from the St. Johns County, Florida Planning and Zoning Agency. All amendments or changes to the PRD are subject to the approval of St. Johns County, Florida.

Section 10.21 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with the terms of the PRD, and all environmental, land use, marketing and consumer protection ordinances, statutes, regulations, and permits applicable to the Property or to any improvements constructed thereon.

Section 10.22 **Platting and Additional Restrictions**. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property owned by it, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Developer.

Section 10.23 **Regulated Areas and Permits**.

10.23.1 **Environmental Permits and Restrictions**. THE PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199803224, ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE"), AND PERMIT (PD-86)

NUMBER 4-109-0210-ERP, ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD"). THE PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST AN OWNER VIOLATING SUCH PERMITS.

PROVIDED HOWEVER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE FOREGOING PERMITS AS SUCH RELATE TO THE OWNER'S LOT.

EXCEPT AS REQUIRED OR PERMITTED BY THE AFOREMENTIONED PERMITS ISSUED BY THE ACOE AND SJRWMD, NO OWNER SHALL ALTER, FILL, DREDGE, PLACE SOD OR EXCAVATE, OR PERFORM SIMILAR ACTIVITIES ON ANY PORTION OF THEIR RESPECTIVE LOTS, UNLESS AND UNTIL SUCH ACTIVITY IS AUTHORIZED BY OR EXEMPT FROM THE REQUIREMENTS OF THE ACOE AND SJRWMD.

IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION, ALL COSTS AND ATTORNEYS FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

NOTWITHSTANDING ANY OTHER PROVISIONS CONTAINED ELSEWHERE IN THIS DECLARATION, THE ACOE AND SJRWMD SHALL EACH HAVE THE RIGHTS AND POWERS ENUMERATED IN THIS PARAGRAPH. THE ACOE AND SJRWMD SHALL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW OR IN EQUITY, THE PROVISIONS CONTAINED IN THIS DECLARATION WHICH RELATE TO THE PERMITS AND THE JURISDICTIONAL LANDS SUBJECT TO THE REGULATION OF THE ACOE OR SJRWMD. ANY AMENDMENT TO THIS DECLARATION WHICH AMENDS THE RESPONSIBILITIES OR OBLIGATIONS OF THE PARTIES WITH RESPECT TO THE REFERENCED PERMITS, MUST HAVE PRIOR WRITTEN APPROVAL OF THE ACOE AND SJRWMD, AS APPLICABLE. IN THE EVENT THAT THE ASSOCIATION IS DISSOLVED, PRIOR TO SUCH DISSOLUTION, ALL RESPONSIBILITY RELATING TO THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM AND THE PERMITS MUST BE ASSIGNED TO AND ACCEPTED BY AN ENTITY APPROVED BY THE ACOE AND SJRWMD.

ARTICLE XI
RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 11.1 **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property; and (iii) a strip of land within each Lot ten feet in width along the front, rear and sides of each Lot.

Section 11.2 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or reserved in this Declaration.

Section 11.3 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 11.4 **Cable Television or Radio.** Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

Section 11.5 **Easements for Maintenance Purposes.** The Developer reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer or the Association.

Section 11.6 **Developer Rights Re: Temporary Structures, Etc.** Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary

in connection with the construction and sale of improvements located on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

ARTICLE XII
RIGHTS AND EASEMENTS GRANTED BY DEVELOPER

Section 12.1 **Easement for Ingress and Egress over Roadways.** All Owners and their guests, invitees, agents and employees, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of the utilities authorized by the Association to serve the Property, holders of mortgage liens on any portion of the Property and such other persons as the Developer or the Association may designate from time to time, shall have the non-exclusive and perpetual right of vehicular and pedestrian ingress and egress over and across all roadways depicted on the plat of any portion of the Property (the "Roadways"). To the extent that additional lands are made subject to this Declaration pursuant to Section 3.2 hereof, the easement granted hereby may be expanded to include additional Roadways by specific reference thereto contained in one or more Supplementary Declarations referenced in Section 3.2 hereof.

Section 12.2 **Easement for Ingress and Egress over Common Trails.** All Owners and their guests and invitees, holders of mortgage liens on any portion of the Property and such other persons as the Developer, or the Association may designate from time to time, shall have the non-exclusive and perpetual right of ingress and egress over and across the trail areas more particularly described on any plat of any portion of the Property (the "Common Trails"). The Common Trails shall be deemed to be a part of the Common Area. The use of the Common Trails shall be restricted to pedestrian ingress and egress and equestrian uses only. To the extent that additional lands are made subject to this Declaration pursuant to Section 3.2 hereof, the easement granted hereby may be expanded to include additional Common Trails by specific reference thereto contained in one or more Supplementary Declarations referenced in Section 3.2 hereof.

Section 12.3 **Rights to Restrict Access.** Notwithstanding the provisions of this Declaration to the contrary, the Developer and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer or the Board, may create or participate in a disturbance or nuisance on any part of the Property or on any land owned by the Developer which is adjacent to or near the Property. The Developer and the Association shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways and Common Trails referenced in this Article XII including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Developer or the Board would or might result in damage to the Roadways, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of such Roadways. The Developer and the Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any portion of the Property, if the location of the same will in the sole judgment and opinion of the Developer or the Board, obstruct the vision of a motorist upon any of the Roadways referenced in this Article XII. In the event and to the extent that the Roadways or

easements over and across the Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 12.3 thereafter shall be of no further force or effect.

Section 12.4 **Rights of Developer to Alter Roadways.** Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property, to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein or on any plat of any portion of the Property. In addition, Developer shall have the right to redesignate, relocate or terminate any of the easement areas described in Section 12.1 and Section 12.2 without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

ARTICLE XIII **GENERAL PROVISIONS**

Section 13.1 **Remedies for Violations.**

13.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

13.1.2 In addition to all other remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(a) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(b) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors (the "Rules Enforcement Committee") at which time the Owner shall present argument as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(c) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Rules Enforcement Committee shall be submitted to the Owner not later than thirty (30) days after the Board of Directors meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(d) The Rules Enforcement Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time.

(e) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(f) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

(g) All monies received from fines shall be allocated as directed by the Board of Directors.

(h) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

(i) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee.

Section 13.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 13.3 Additional Restrictions. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 13.4 Titles. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit,

enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.5 Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida. No amendment to this Declaration affecting the rights of the Master Association shall be effective until and unless the Master Association shall first consent to such amendment in writing.

Section 13.6 Conflict or Ambiguity in Documents. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 13.7 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.8 Effective Date. This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 13.9 Disclaimers as to Water Bodies. NEITHER THE DEVELOPER, OR THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (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, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN 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.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, 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 SUCH WILDLIFE.

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 OR OTHER PORTION OF 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, the Developer has caused this instrument to be executed under seal this 9th day of December 1999.

Signed, sealed and delivered in the presence of:

Helen Breeding
(Print Name Helen Breeding)
Robert W. Paun
(Print Name Robert W. Paun)
Robert W. Paun
(Print Name Robert W. Paun)
Helen Breeding
(Print Name Helen Breeding)

WHITELOCK FARMS GENERAL PARTNERSHIP, a Florida general partnership

By: [Signature]
Name: Gary D. Silverfield
Title: General Partner, President
Silverfield Development Co.

By: [Signature]
Name: Charles F. Attkerson, Jr.
Title: General Partner, President
C. Attkerson, Inc.

STATE OF Florida
COUNTY OF St Johns }SS

The foregoing instrument was acknowledged before me this 3rd day of December, 1999, by Gary D. Silverfeld and Charles F. Atkinson, Jr. a s general partners of **WHITELOCK FARMS GENERAL PARTNERSHIP**, a Florida general partnership, on behalf of the partnership.

Helen Breeding
(Print Name Helen Breeding)

NOTARY PUBLIC

State of Florida at Large

Commission # _____ HELEN E BREEDING

My Commission Expires My commission expires Dec. 23, 2000 PUBLIC, STATE OF FLORIDA

Personally Known My commission expires Dec. 23, 2000 Commission No. CC609731

or Produced I.D.

[check one of the above]

Type of Identification Produced

EXHIBIT A

Plat map book 37, pages 80-112

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
WHITELOCK FARMS HOMEOWNERS ASSOCIATION, INC.
(a corporation not-for-profit)

I. NAME AND DEFINITIONS.

The name of this corporation shall be **WHITELOCK FARMS HOMEOWNERS ASSOCIATION, INC.** All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Whitelock Farms to be recorded in the current public records of St. Johns County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be 7865 Southside Boulevard, Jacksonville, Florida 32256, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within Whitelock Farms.

B. To own, maintain, repair and replace the Common Area, including without limitation the streets, street lights, landscaping, structures, and other improvements located thereon, and the retention or detention ponds, swales, storm drains and other facilities constituting the Surface Water or Storm Water Management System pursuant to the applicable St. Johns River Water Management District Permit (as the same may be modified from time to time) for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

D. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, paving and equipment, and to provide such other services for

the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

- E. To operate without profit for the sole and exclusive benefit of its Members.
- F. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

- A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.
- B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- C. To delegate power or powers where such is deemed in the interest of the Association.
- D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.
- E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments.
- F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.
- G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.
- H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by

lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. MEMBERS.

The Members ("Members") shall consist of the Developer, and all other Owners of Lots located within the Property. Membership in the Association is appurtenant to, and inseparable from, ownership of a Lot.

VI. VOTING AND ASSESSMENTS.

A. The Association shall have two classes of voting membership as follows:

1. Class A Membership. The Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned.

2. Class B Membership. The Class B Member shall be the Developer who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B Membership shall cease and be converted to Class A Membership on the date which is three (3) months following the date that ninety percent (90%) of the Lots have been conveyed to Members other than the Developer (the "Turnover Date").

B. When one or more persons or entities holds an interest or interests in any Lot or other portion of the Property, all such persons shall be Members, and the vote(s) for such portions of the Property shall be exercised as they among themselves shall determine. The votes for any Lot, or other portion of the Property cannot be divided for any issue and must be voted as a whole, except where otherwise required under the provisions of these Articles, the Declaration, or by law. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Directors need not be members of the Association and need not be residents of the State of Florida. Until the Turnover Date, the Developer shall have the right to appoint three (3) of the Directors and there shall be two (2) Directors elected by the Members of the Association other than the Developer. Following the Turnover Date, the Members other than the Developer shall have the right to elect not less than a majority of the Board of Directors, provided however, for so long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots, the Developer shall be entitled to elect at least one (1) member of the Board of Directors.

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors, the terms of office of the two (2) elected Directors shall be established at one (1) year. The Developer shall appoint three (3) Directors to serve for terms of two (2) years each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Charles Atkerson
9471 Baymeadows Road - #402
Jacksonville, Florida 32256

Gary D. Silverfield
7865 Southside Boulevard
Jacksonville, Florida 32256

Helen Breeding
7865 Southside Boulevard
Jacksonville, Florida 32256

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, may be held by the same person except the offices of President and

Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	Helen Breeding
Vice President	Gary D. Silverfield
Treasurer	Charles Atkerson
Secretary	Gary D. Silverfield

IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

X. BYLAWS.

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

Gary D. Silverfield
7865 Southside Boulevard
Jacksonville, Florida 32256

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his

capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting

of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System is assumed by an entity acceptable to the St. Johns River Water Management District, Florida Department of Environmental Protection, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 40C-42.027, Florida Administrative Code, or other administrative regulation of similar import.

XVI. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as the Developer shall own any portion of the Property, any such merger or consolidation shall require the Developer's prior approval.

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 27th day of July, 1998.

Signed, sealed and delivered
in the presence of:

Helen Breeding
Helen Breeding
(Print or Type Name)

A. Jay Cogan
A. Jay Cogan
(Print or Type Name)

Gary D. Silverfield
Gary D. Silverfield
Incorporator

STATE OF FLORIDA }
COUNTY OF St Johns }SS

The foregoing instrument was acknowledged before me this 27 day of July, 1998,
by Gary D. Silverfield, the Incorporator of WHITELOCK FARMS HOMEOWNERS
ASSOCIATION, INC., on behalf of the corporation.

Helen Breeding

(Print Name) _____
NOTARY PUBLIC HELEN E. BREEDING
State of Florida at Large NOTARY PUBLIC, STATE OF FLORIDA
Commission # _____ Commission expires Dec. 23, 2000
My Commission Expires: _____ Commission No. CC609731

Personally Known _____
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

WHITELOCK FARMS HOMEOWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 7865 SOUTHSIDE BOULEVARD, JACKSONVILLE, FLORIDA 32256, HAS NAMED GARY D. SILVERFIELD, WHOSE ADDRESS IS 7865 SOUTHSIDE BOULEVARD, JACKSONVILLE, FLORIDA 32256, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

WHITELOCK FARMS HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
GARY D. SILVERFIELD
Incorporator
Dated: July 27, 1998

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

[Signature]
GARY D. SILVERFIELD
Registered Agent
Dated: July 27, 1998

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BYLAWS
OF
WHITELOCK FARMS HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Whitelock Farms ("Declaration") to be recorded in the public records of St. Johns County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Whitelock Farms Homeowners Association, Inc. ("Association") shall be at 7865 Southside Boulevard, Jacksonville, Florida 32256, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot or any other portion of the Property, and the Developer as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director elected or appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed

for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members appointed by the Developer) shall be made by the Nominating Committee described in Article IX hereof, or upon petition in accordance with Section C. of this Article V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that it is appointing to the Board.

C. Petitions for nominees shall also be accepted if signed by Members representing one-third (1/3) of the total votes held by the Class A Members, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section D of this Article V.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Class A Members, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

E. In order for an election of members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

F. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.
2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be

construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(a) To fix the amount of annual assessments against each Class A Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(b) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(c) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held quarterly on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. COMMITTEES.

A. The standing committees of the Association shall be the Nominating Committee and the Architectural Review Board. The Nominating Committee and Architectural Review Board shall have the duties, authority and functions as described in the Declaration and as elsewhere described in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meetings of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

C. For elections of the Board of Directors, the Members shall vote in person at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Whitelock Farms Homeowners Association, Inc., not for profit, 1998.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by a majority vote of the Board of Directors.

XV. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

Adopted by the Board of Directors of Whitelock Farms Homeowners Association, Inc., a Florida corporation, not-for profit effective _____

By: _____,
_____, Secretary

EXHIBIT D

Common Area Tracts are as follows:

A, B, C, D, F, G, H

CAPTION

A portion of the Southeast 1/4 of Section 28, together with a portion of the Northwest 1/4, Northeast 1/4 and Southeast 1/4 of Section 33, all lying within Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at the Southwest corner of said Northeast 1/4 of Section 33; thence North 02°18'00" West, along the West line of said Northeast 1/4 of Section 33, a distance of 1,336.52 feet; thence South 89°07'56" West, along the South line of the Northeast 1/4 of said Northeast 1/4 of Section 33, a distance of 737.27 feet to a point situated in the Southeastly right of way line of County Road No. 210, formerly State Road No. 210, (a former 100 foot right of way line of said County Road No. 210; thence North 33°48'42" East, along said Southeastly right of way line, a distance of 1,969.56 feet to the point of curvature of a curve to the right concave Southeastly and having a radius of 2,820.85 feet; thence North easterly around and along the arc of said curve and continuing along said Southeastly right of way line, a distance of 277.01 feet, said arc being subtended by a chord bearing and distance of North 36°37'30" East, 276.90 feet; thence South 56°34'23" East, along the Southerly line of those certain lands described in Official Records Book 1287, Page 801, of the Public Records of said County, a distance of 2,088.73 feet; thence South 65°15'32" East, and continuing along the Southerly line of said last mentioned lands, a distance of 156.12 feet; thence South 17°50'33" West, a distance of 1,684.74 feet; thence South 72°09'27" East, a distance of 225.00 feet; thence South 17°50'33" West, a distance of 630.00 feet; thence North 72°09'27" West, a distance of 465.13 feet; thence South 17°50'33" West, a distance of 97.88 feet; thence North 72°09'27" West, a distance of 460.92 feet; thence South 00°20'22" West, a distance of 117.28 feet; thence South 52°59'07" West, a distance of 530.25 feet; thence South 62°08'05" West, a distance of 448.68 feet; thence South 87°42'31" West, a distance of 97.65 feet to a point situated in the West line of said Southeast 1/4 of Section 33; thence North 02°17'00" West, along said last mentioned line, a distance of 763.52 feet to the POINT OF BEGINNING.

Containing 157.09 acres, more or less.

Subject to an easement for ingress and egress over and upon the Northerly 125 feet thereof described in said Official Records Book 1287, Page 801.

Said lands being a portion of those certain lands described in deed recorded in Official Records Book 831, Page 1729 (Parcel B) of said Public Records.

CERTIFICATE OF APPROVAL AND ACCEPTANCE
BOARD OF COUNTY COMMISSIONERS

This is to certify that this plat of Equestrian Way has been approved and accepted by the Board of County Commissioners of St. Johns County, Florida on this 15th day of October, A.D., 2003. This acceptance shall not be deemed as requiring construction or maintenance by St. Johns County of any part of said subdivision.

By: Edward Bryant
Chairman, St. Johns County
Board of County Commissioners

CERTIFICATE OF APPROVAL PLANNING & ZONING DEPARTMENT

The St. Johns County Planning & Zoning Department hereby approves this plat of Equestrian Way on this 15th day of October, A.D., 2003.

By: Heatherly
St. Johns County Planning & Zoning Official

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY

This is to certify that this plat of Equestrian Way has been examined and approved by the office of the St. Johns County Attorney on this 15th day of October, A.D., 2003.

By: [Signature]
Office of St. Johns County Attorney

CERTIFICATE OF CLERK

This is to certify that this plat has been examined and approved and that it complies in form with the requirements of Chapter 177, Florida Statutes, and is recorded in Map Book 47, Pages 95-101 of the Public Records of St. Johns County, Florida on this 15th day of October, A.D., 2003.

By: Heatherly
Clerk of the Circuit Court

CERTIFICATE OF DEVELOPMENT REVIEW PROGRAM

This is to certify that this plat has been reviewed for conformity to Florida Statutes Chapter 177 by the Development Review Program for St. Johns County, Florida on this 15th Day of October, 2003.

By: Patricia Gail Oliver
Professional Land Surveyor, Fl. Certificate # 4564

ADOPTION AND DEDICATION

This is to certify that the undersigned, G & C Developers, Inc., a Florida corporation ("Developer") is the lawful owner of the land described in the caption hereon which shall hereafter be known as Equestrian Way, and that it has caused the same to be surveyed and subdivided and that Mercantile Bank is the holder of record of the mortgage on the land, and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said lands. Tracts 3 and 4 (Reserved for Future Right of Way) are hereby irrevocably dedicated jointly to Gary D. Silverfield and Charles F. Atkinson, Jr., as individuals, and/or their successors and assigns. Tract 6 (Access Tract and Drainage Easement) are hereby irrevocably dedicated to G & C Developers, Inc., a Florida corporation, its successors and assigns. The road rights-of-way designated in the plat as Foxcroft Street, Burghley Avenue, North Pimlico Street and South Pimlico Street, Tract 1 (Active Recreation, Wetlands and Conservation Easement), Tract 2 (Common Area) and Tract 5 (Access) are hereby irrevocably dedicated to the Whitlock Farms Homeowners Association, Inc., its successors and assigns, in perpetuity, for maintenance of the rights-of-way, access and drainage, which are now or hereafter constructed thereon. Non-exclusive easements for drainage and for maintenance of landscaping and drainage improvements over those easements designated hereon as "DRAINAGE EASEMENT", "STORMWATER MANAGEMENT", "LAKE AND UNOBSTRUCTED DRAINAGE EASEMENT", "NON-ACCESS BUFFER AND LANDSCAPING AND UTILITY DRAINAGE EASEMENT", "MAINTENANCE AND ACCESS EASEMENT", and "UTILITY EASEMENT" and title to are, subject to the rights and reservations contained herein, hereby irrevocably dedicated to the Whitlock Farms Homeowners Association, Inc., a Florida not for profit corporation. Developer hereby reserves the right of ingress and egress over all property and easements dedicated to the Whitlock Farms Homeowners Association, Inc. for the purpose of constructing and maintaining thereon, drainage facilities, lakes, improvements and utilities, and further reserves the right to grant others the non-exclusive right of ingress and egress over said property and easements. Developer shall grant non-exclusive easements over the utility easements shown hereon to Florida Power and Light Company, a Florida corporation, its successors and assigns for use in conjunction with its electrical distribution system.

All utility easements shown hereon shall also be easements for the construction, installation, maintenance and operation of cable television services in the manner and subject to the provisions of Section 177.09(2)(b) of the Florida Statutes (2002), however, only cable television service providers specifically authorized in writing by the Developer to serve the land shown on the plat shall have the benefit of said cable television service easements.

Developer hereby reserves and shall have the sole and absolute right, at any time, with the consent of the governing body of any municipality or other government body having jurisdiction over the lands involved, to dedicate to the public all or any part of the lands or easements remaining privately owned by it.

Those easements designated as "F.P. & L. Easement", are hereby irrevocably dedicated to the Florida Power and Light Company, its successors and assigns, for its non-exclusive use in conjunction with its underground electric distribution system, provided no parallel utilities may be installed within those easements.

In witness whereof, Developer has caused this plat and dedication to be executed by its duly elected officers acting by and with the authority of the Board of Directors.

G & C DEVELOPERS, INC.
A FLORIDA CORPORATION

Witness: Robert W. Perry
Type or print name
Witness: Lynn S. Bidleman
Type or print name

By: [Signature]
Charles F. Atkinson, Jr., Vice President
of G & C Developers, Inc.,
a Florida Corporation

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of September, A.D., 2003 by Charles F. Atkinson, Jr., Vice President of G & C Developers, Inc., a Florida Corporation, on behalf of the Corporation, who is personally known to me.

By: Lynn S. Bidleman
Notary Public, State of Florida
Type or print name
My Commission Expires: _____
My Commission Number: _____

LYNN S. BIDLEMAN
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires June 2, 2005
My Commission No. DD016085

MERCHANTILE BANK

Witness: Robert W. Perry
Type or print name
Witness: Lynn S. Bidleman
Type or print name

By: [Signature]
Stephen C. Meadows,
its Senior Vice President

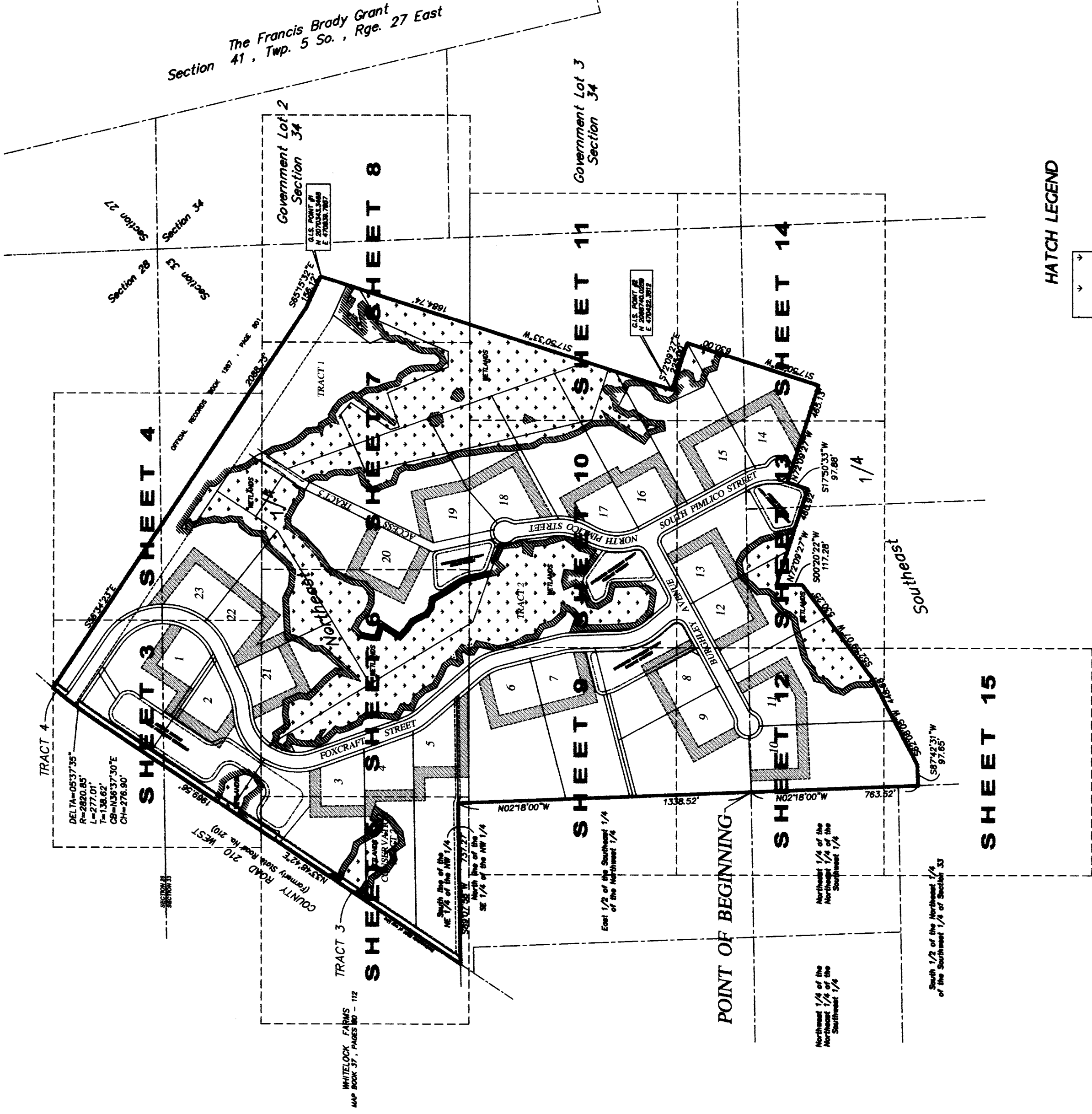
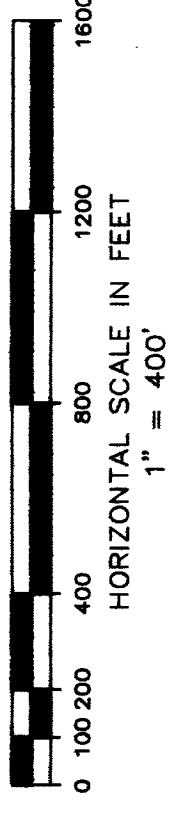
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of September, A.D., 2003 by Stephen C. Meadows, Senior Vice President of Merchantile Bank, on behalf of the Bank, who is personally known to me.

By: Lynn S. Bidleman
Notary Public, State of Florida
Type or print name
My Commission Expires: _____
My Commission Number: _____

LYNN S. BIDLEMAN
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires June 2, 2005
My Commission No. DD016085





- NOTES:
- 1) ● DENOTES PERMANENT REFERENCE MONUMENT SET P.L.S. NO. 3848.
 - 2) ● DENOTES PERMANENT CONTROL POINT
 - 3) BEARINGS BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 210 WEST (PER MAP BOOK 37, PGS. 80-112) AS BEING NORTH 33°48'42" EAST.
 - 4) ALL PLATTED EASEMENTS SHOWN HEREON ARE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF DRAINAGE STRUCTURES, UTILITIES, SANITARY SEWERS AND CABLE TELEVISION SERVICE. PROVIDED, HOWEVER, THAT SAID CABLE TELEVISION SERVICE, SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
 - 5) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
 - 6) THE LAKES AND TOP OF BANK SHOWN HEREON DEPICTS A GRAPHIC REPRESENTATION OF THE PROPOSED LAKES, AND DOES NOT REPRESENT AN ACTUAL "AS-BUILT" CONDITION.
 - 7) LOTS FRONTING ON TWO (2) STREETS MAY HAVE VEHICULAR ACCESS FROM ONE (1) STREET ONLY.
 - 8) CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE JURISDICTIONAL WETLAND LINES AS DEPICTED ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF ST. JOHNS COUNTY AND OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK. THIS WETLAND JURISDICTIONAL LINE AND UPLAND BUFFER MAY BE SUPERSEDED AND REDEFINED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENTAL AGENCIES.
 - 9) There is a 10 foot equestrian riding and hiking easement adjacent to all road rights of way.
 - 10) The intended use of these coordinates is for GIS base mapping purposes. The geodetic controlled upon for these values was the St. Johns County Three Mile Control Network.

Coordinates are based on North American Datum 1983/90 - State Plane Coordinates - Florida East Zone - U.S. Feet.

Point	Northing	Easting	Description
1	2070343.3468	470939.7857	PRM - NE Corner Tract 1
2	2068740.0259	470422.3812	PRM - Lot 15

- LEGEND**
- R.P. RADIUS POINT
 - P.C. POINT OF CURVATURE
 - P.T. POINT OF TANGENCY
 - P.R.C. POINT OF REVERSE CURVATURE
 - R. RADIUS
 - C1 TABULATED CURVE DATA
 - Q CENTERLINE
 - L.B. LICENSED BUSINESS
 - S.J.R.W.M.D. ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 - O.R.B. OFFICIAL RECORDS BOOK
 - L= LENGTH
 - T= TANGENT
 - CB= CHORD BEARING
 - CH= CHORD
 - F.P. & L. FLORIDA POWER & LIGHT

- HATCH LEGEND**
- DENOTES WETLANDS
 - DENOTES UPLAND BUFFER
 - DENOTES DEVELOPMENT BUFFER

CERTIFICATE OF SURVEYOR

This is to certify that the above plat is a true and correct representation of the lands surveyed, plotted and described in the caption, that the survey was made under the undersigned's responsible direction and supervision, that the survey data complies with all requirements of Chapter 177, Florida Statutes, that the survey and legal description are accurate and permanent reference monuments have been placed and permanent control points will be placed according to the laws of the State of Florida.

Signed and sealed this 24th day of September, A.D., 2003.

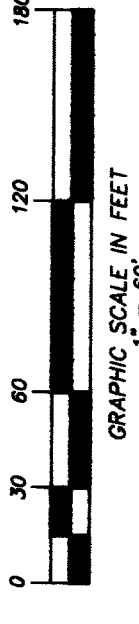
By: *Richard A. Miller*
 Richard A. Miller
 Registered Land Surveyor No. 3848
 State of Florida
 Professional Land Surveyors
 6701 Beach Blvd., Suite #200
 Jacksonville, Florida 32216
 Licensed Business No. 5189

PREPARED BY:
RICHARD A. MILLER & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 6701 BEACH BLVD., SUITE #200
 JACKSONVILLE, FLORIDA 32216
 FAX (904) 721-5728
 TELEPHONE (904) 721-1228

EQUESTRIAN WAY

BEING PORTIONS OF SECTIONS 28 AND 33, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA.

SHEET 3 OF 15 SHEETS
SEE SHEET 2 FOR NOTES.



TRACT 4

(25' RESERVED FOR FUTURE RIGHT OF WAY)

DELTA=05°37'35"
R=2820.85'
L=277.01'
T=138.62'
CB=N36°37'30"E
CH=276.90'

SHEET 4

WEST

ROAD 210
(Formerly State Road No. 210)

COUNTY ROAD 210
(Formerly State Road No. 210)

SECTION 28
SECTION 33
SW 1/4 OF SE 1/4
NW 1/4 OF SW 1/4
NE 1/4 OF NW 1/4
SE 1/4 OF NE 1/4

TRACT 3
705.81' (Mention to Monument)

TRACT 3
1969.56' (Reserved for future right of way)

TRACT 3
1952.26' (Reserved for future right of way)

TRACT 3
1852.26' (Reserved for future right of way)

TRACT 3
1852.26' (Reserved for future right of way)

TRACT 3
1852.26' (Reserved for future right of way)

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TRACT 3
1852.26' (Reserved for future right of way)

TRACT 3
1852.26' (Reserved for future right of way)

CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C1	280.00	560.65	497.89	486.68	S04°14'11"W	120°42'02"
C2	330.00	125.38	63.45	124.62	S72°28'46"W	21°46'05"
C3	230.00	251.00	139.64	238.73	S55°05'59"W	62°31'39"
C10	310.00	308.38	251.11	284.47	S08°37'02"E	90°15'22"
C11	310.00	143.54	73.08	142.26	N09°01'09"W	94°10'17"
C12	310.00	136.77	69.22	135.95	S75°28'46"W	21°46'05"
C13	200.00	174.91	93.33	172.10	S80°52'46"W	50°58'08"
C53	280.00	294.43	138.44	244.40	N58°19'47"E	58°14'03"
C54	280.00	173.98	57.68	173.29	N75°28'46"E	21°46'05"
C55	290.00	526.66	439.19	434.53	N04°14'43"E	120°42'02"
C56	25.00	36.24	23.69	34.62	S80°04'25"W	87°38'34"
C57	2820.85	22.59	11.29	22.59	N39°12'31"E	0°27'32"
C58	2820.85	45.66	22.63	45.66	S39°06'28"W	0°55'39"
C59	2820.85	111.20	55.61	111.19	N37°22'53"E	2°15'31"
C62	2820.85	26.05	13.02	26.05	N35°59'15"E	0°31'45"
C63	2820.85	120.15	60.09	120.14	S35°01'55"W	2°28'26"
C67	55.00	86.39	55.00	77.78	N78°48'42"E	90°00'00"
C68	55.00	70.69	45.00	63.64	N16°58'24"E	33°40'36"
C90	300.00	72.45	36.40	72.27	N71°30'50"E	13°30'12"
C92	45.00	70.69	45.00	63.64	N11°11'18"W	90°00'00"
C93	55.00	86.39	55.00	77.78	N11°11'18"W	90°00'00"
C94	55.00	86.39	55.00	77.78	N78°48'42"E	90°00'00"
C95	55.00	54.94	31.48	51.59	S11°11'18"E	80°00'00"
C96	55.00	67.15	38.48	63.08	S01°09'52"E	89°37'08"
C97	2785.85	72.88	36.45	72.88	S01°09'52"E	89°37'08"
C98	25.00	1.90	0.95	1.90	S88°44'45"W	78°37'17"
C99	2785.85	144.12	72.07	144.10	S88°44'45"W	4°21'35"
C100	2820.85	54.04	27.02	54.04	S88°44'45"W	2°37'12"
C101	2820.85	57.15	28.58	57.15	S37°55'49"W	1°09'39"

Note: There is a 10 foot equestrian riding and hiking easement adjacent to all road rights of way.

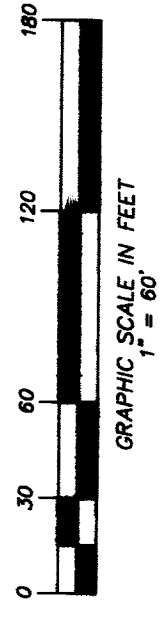
PREPARED BY:
RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216
FAX (904) 721-5758
TELEPHONE (904) 721-1228

TABULATED CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C7	280.00	588.85	497.89	466.88	S04°14'43"W	120°42'02"
C71	310.00	508.52	333.43	454.07	N08°01'09"E	84°10'17"
C56	250.00	528.88	438.19	434.53	N04°14'43"E	120°42'02"
C89	310.00	716.44	58.91	715.75	N12°32'17"E	21°31'14"

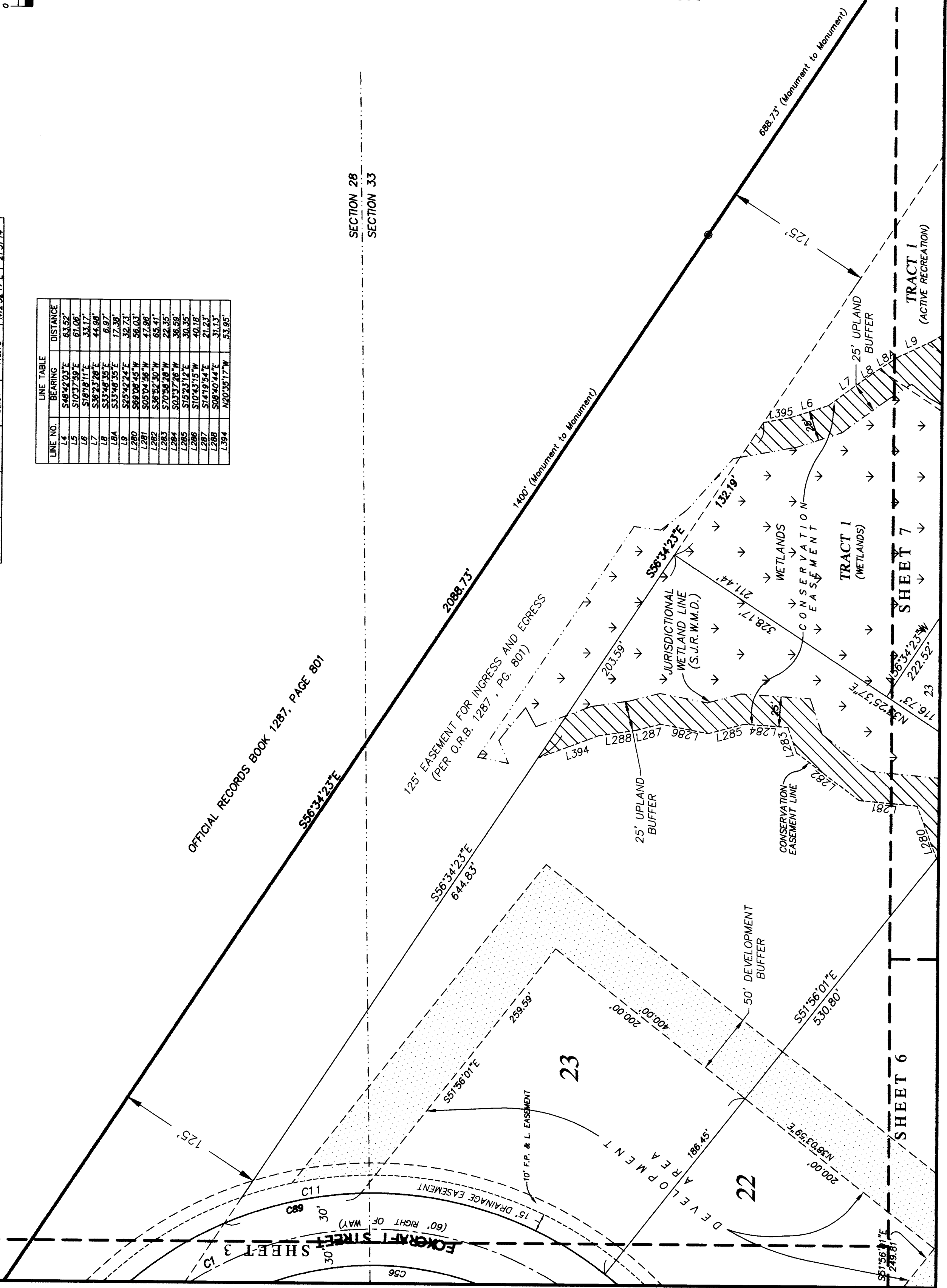
LINE TABLE

LINE NO.	BEARING	DISTANCE
L4	S48°42'03"E	63.57
L5	S10°37'39"E	61.06
L6	S18°16'11"E	33.17
L7	S38°23'28"E	44.98
L8	S33°46'35"E	6.97
L8A	S33°46'35"E	17.38
L9	S25°42'24"E	32.73
L280	S89°08'45"W	56.03
L281	S05°04'56"W	47.86
L282	S36°32'30"W	65.41
L283	S70°58'28"W	22.35
L284	S03°37'28"W	36.59
L285	S15°23'12"E	30.35
L286	S10°43'15"W	40.18
L287	S14°19'54"E	21.23
L288	S08°40'44"E	31.13
L384	N20°35'17"W	53.95



Note: There is a 10 foot equestrian riding and hiking easement adjacent to all road rights of way.

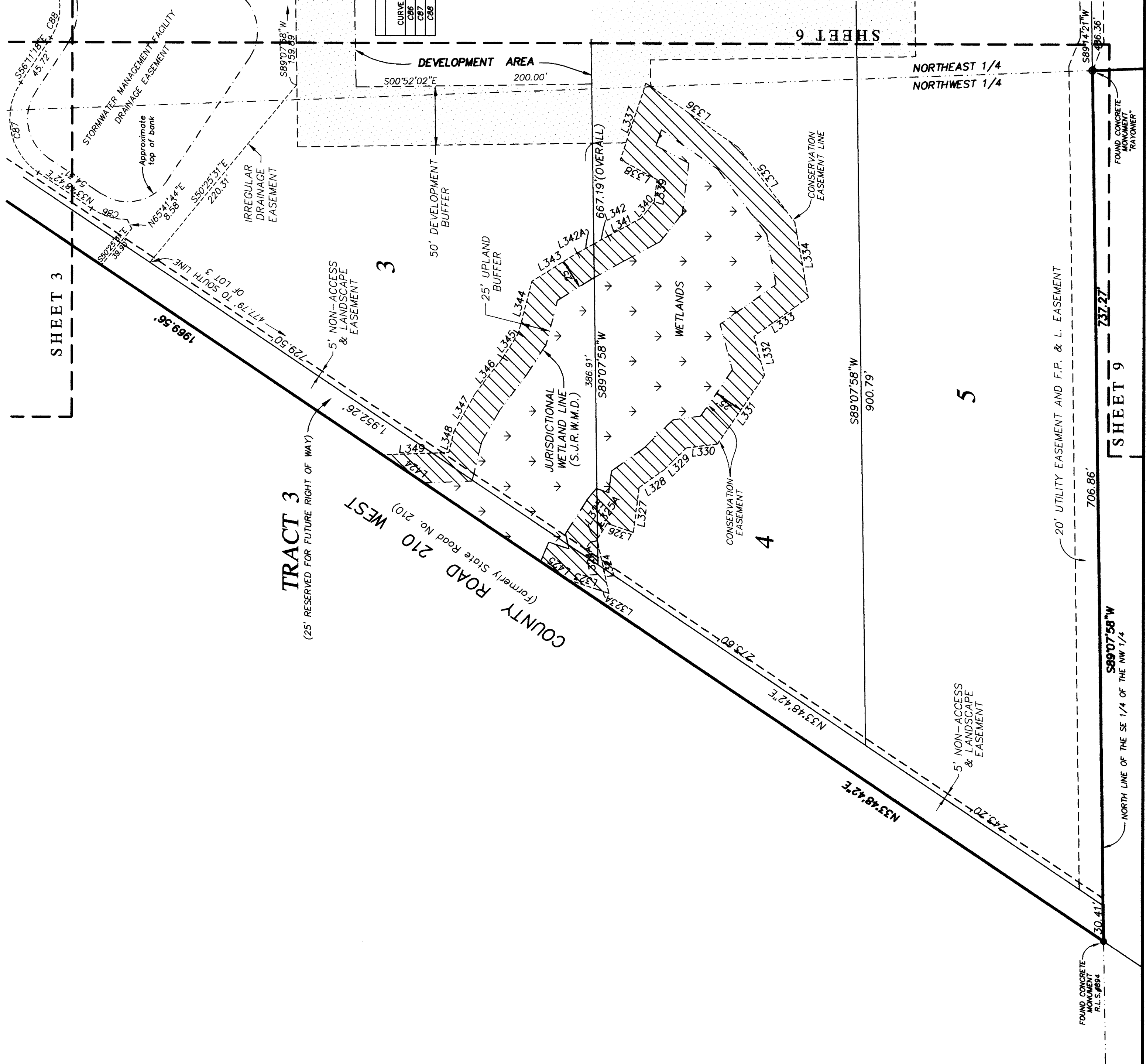
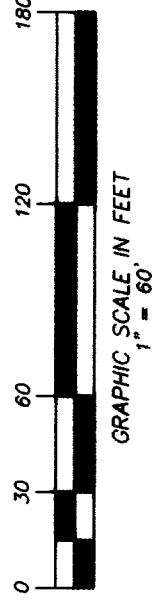
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6701 BEACH BLVD., SUITE #200
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EQUESTRIAN WAY

BEING PORTIONS OF SECTIONS 28 AND 33, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA.

SHEET 5 OF 15 SHEETS
SEE SHEET 2 FOR NOTES.



TABULATED CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C86	55.00	32.33	16.65	31.86	N16°58'24"E	33°40'36"
C87	55.00	86.39	55.00	77.78	N78°48'42"E	90°00'00"
C88	45.00	70.69	45.00	63.64	N78°48'52"E	90°00'00"

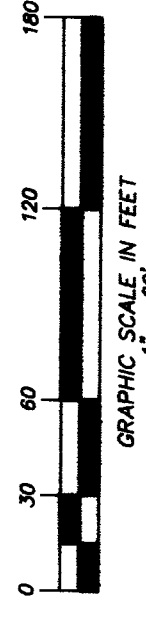
LINE TABLE

LINE NO.	BEARING	DISTANCE
L323	N18°16'19"E	27.86'
L323A	N18°16'19"E	9.52'
L324	S77°25'39"W	44.34'
L324A	S77°25'39"W	2.44'
L325	N57°34'49"W	0.90'
L325A	N57°34'49"W	15.11'
L326	N18°39'51"E	23.51'
L327	N82°50'18"W	38.23'
L328	N35°27'52"W	26.42'
L329	N44°31'41"W	25.99'
L330	N07°31'28"W	26.80'
L331	N65°34'40"W	20.30'
L332	S74°37'11"W	24.22'
L333	N35°36'45"W	56.35'
L334	S78°46'31"W	64.63'
L335	S82°55'25"W	78.18'
L336	S71°34'51"E	83.45'
L337	N48°00'45"E	35.46'
L338	S82°45'04"E	18.97'
L340	S51°21'36"E	17.77'
L341	S28°19'53"E	31.84'
L342	S29°00'17"E	13.81'
L342A	S29°00'17"E	16.14'
L343	S32°05'45"E	45.16'
L344	S75°37'12"E	45.39'
L345	S57°10'10"E	24.68'
L346	S52°48'13"E	38.56'
L347	S60°48'41"E	36.17'
L348	S76°02'06"E	18.53'
L349	S02°15'17"E	56.25'
L424	N33°48'42"E	42.46'
L425	N33°48'42"E	42.46'

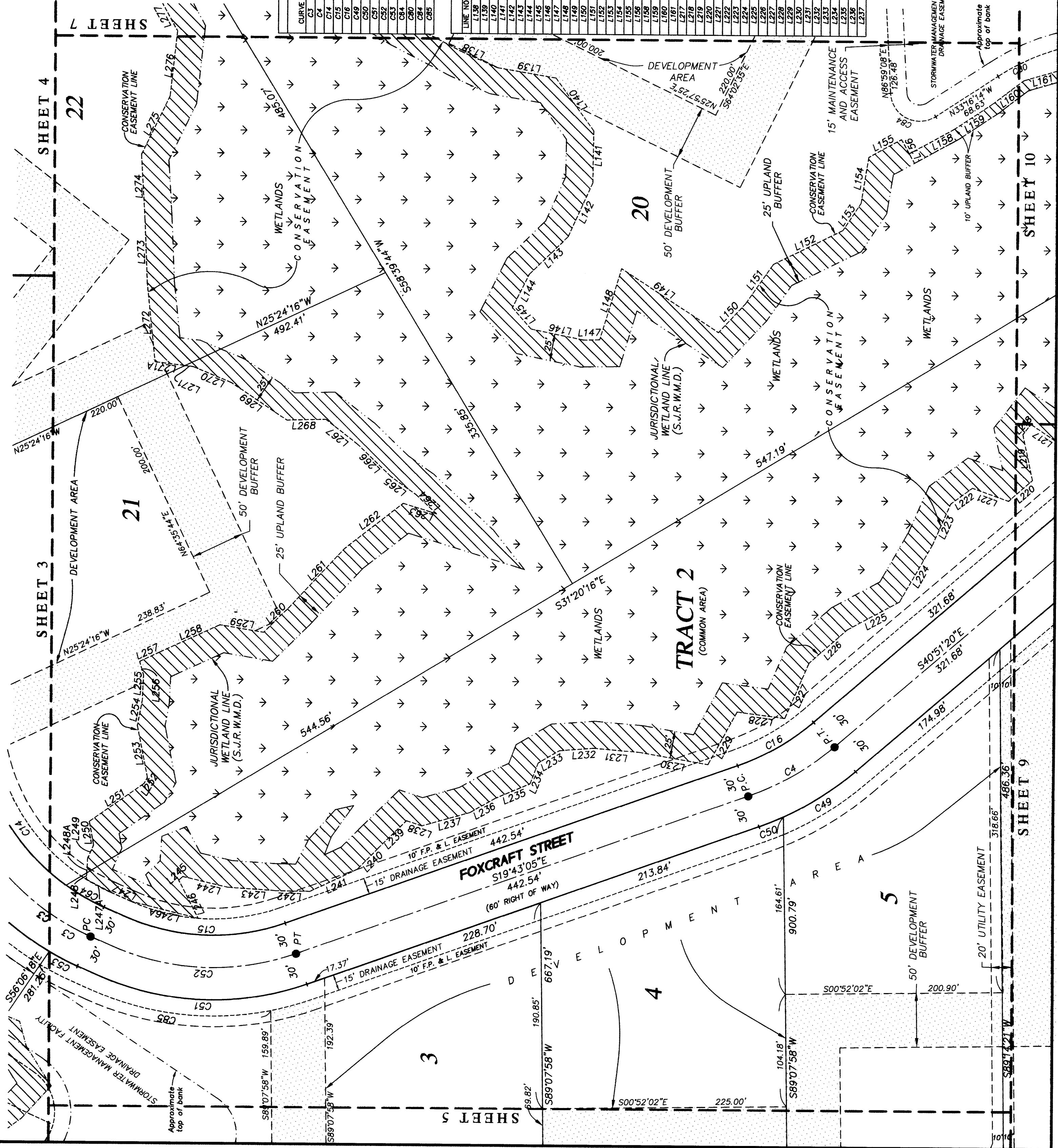
Note: There is a 10 foot equestrian riding and hiking easement adjacent to all road rights of way.

PREPARED BY:
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SHEET 6 OF 15 SHEETS
SEE SHEET 2 FOR NOTES.



EQUESTRIAN WAY
BEING PORTIONS OF SECTIONS 28 AND 33, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA.



TABULATED CURVE DATA

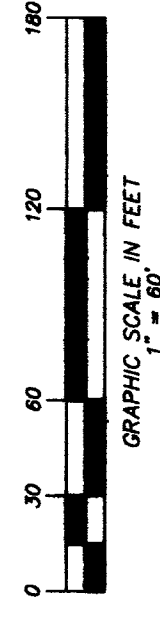
CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C3	230.00	251.00	139.64	236.73	S85°05'59"W	62°31'39"
C4	250.00	92.23	46.65	91.71	S30°17'12"E	21°08'15"
C14	200.00	177.91	95.53	172.10	S80°32'46"W	50°38'06"
C15	200.00	152.03	78.80	148.40	S02°03'33"W	43°33'15"
C16	220.00	81.16	41.05	80.70	S30°17'12"E	21°08'15"
C49	280.00	78.00	39.76	78.74	N32°46'23"W	16°09'54"
C50	280.00	24.30	12.16	24.29	N22°12'15"W	4°58'21"
C51	260.00	197.64	103.87	192.92	S02°03'33"W	43°33'15"
C52	230.00	174.84	91.89	170.66	N02°03'33"E	43°33'15"
C53	200.00	29.31	14.67	29.30	N47°03'59"W	6°27'39"
C84	200.00	40.35	20.24	40.28	S78°36'58"W	11°33'30"
C80	203.00	108.68	55.68	107.39	N17°35'59"W	20°35'21"
C84	27.00	56.67	47.01	46.83	N68°51'27"E	12°15'21"
C85	275.00	169.30	87.43	166.63	S08°12'00"W	35°16'21"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L138	S23°31'04"W	36.90
L139	S09°35'33"W	54.42
L140	S45°44'57"E	27.89
L141	S25°38'33"E	48.50
L142	S00°37'10"W	32.27
L143	S03°31'03"W	43.39
L144	S13°14'37"W	43.02
L145	S44°56'28"E	5.06
L146	S63°02'04"W	39.55
L147	N13°26'43"E	63.96
L148	S73°19'34"E	69.20
L149	S43°05'16"W	102.36
L150	S47°25'57"E	36.29
L151	S85°20'11"E	44.82
L152	S08°26'10"E	71.29
L153	S86°32'43"E	30.46
L154	S90°44'14"E	43.31
L155	S78°39'42"E	34.30
L156	S81°00'18"W	25.00
L157	S28°38'42"E	46.82
L158	S32°39'43"E	45.13
L159	S32°20'58"E	33.42
L160	S19°20'17"E	64.56
L161	S19°20'17"E	35.45
L162	S33°41'07"W	12.14
L163	S52°28'40"E	17.14
L164	S77°53'07"W	43.41
L165	S41°19'13"E	28.33
L166	S19°28'26"W	35.61
L167	S36°37'04"E	24.69
L168	S60°31'10"E	40.97
L169	S68°25'37"E	61.66
L170	S48°32'28"E	54.71
L171	S41°39'03"E	47.01
L172	S66°40'41"E	55.25
L173	S07°17'56"W	44.27
L174	S09°43'45"E	53.75
L175	S05°00'00"W	42.99
L176	S04°31'49"E	31.87
L177	S30°48'21"E	22.77
L178	S60°34'08"E	20.67
L179	S24°08'48"E	33.29
L180	S28°44'30"E	27.93
L181	S15°36'17"E	45.88

Note: There is a 10 foot equestrian riding pad hitting easement adjacent to all road rights of way.

PREPARED BY: MILLER & ASSOCIATES
RICHARD MILLER
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216
FAX (904) 721-5758
TELEPHONE (904) 721-1226

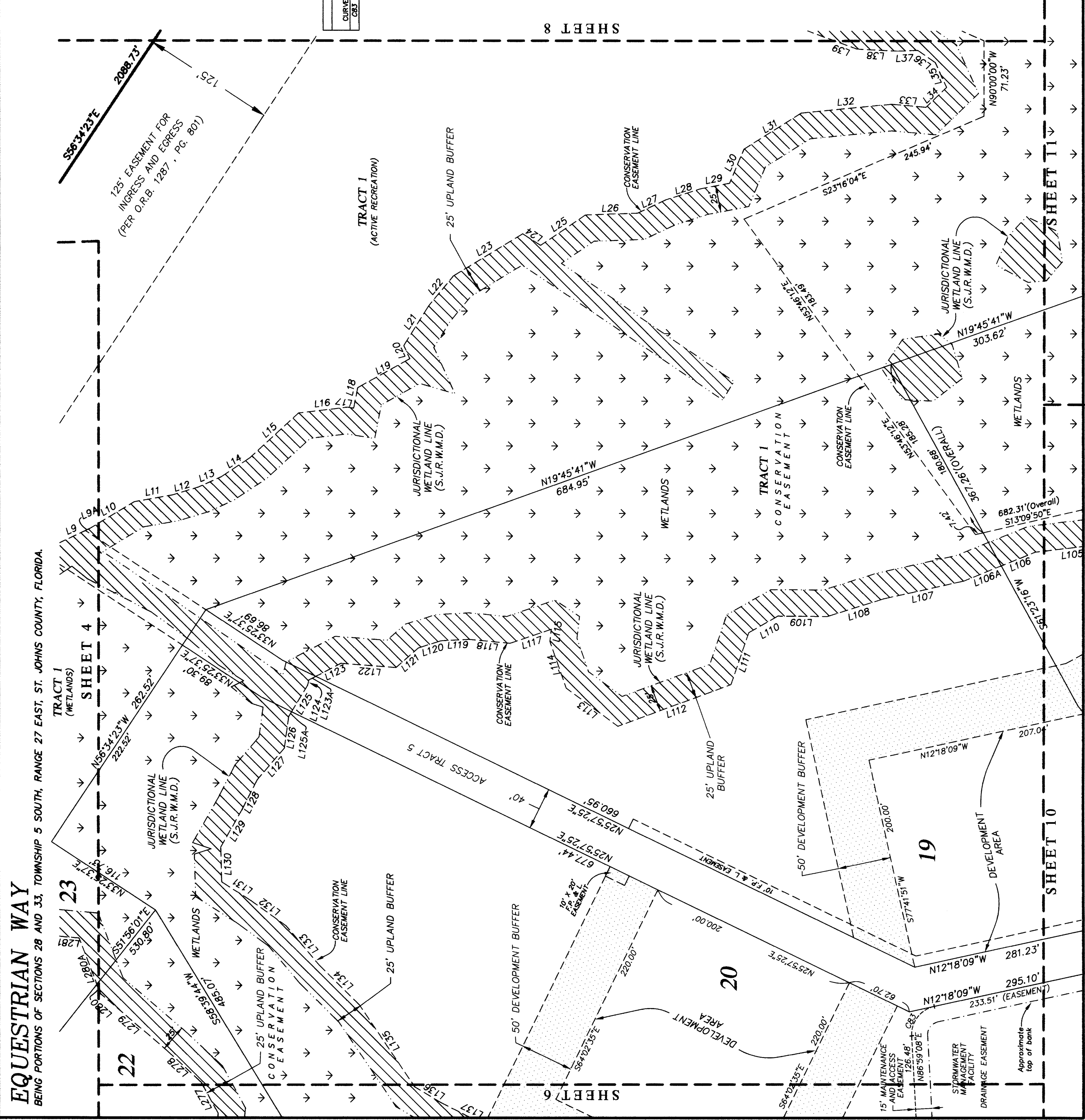


CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
CB5	27.00	38.03	22.94	34.97	S52°39'30"E	80°52'44"

LINE NO.	BEARING	DISTANCE
L9	S25°42'24"E	27.93'
L9A	S25°42'24"E	4.80'
L10	S31°02'15"E	48.29'
L11	S10°07'42"E	36.83'
L12	S16°44'08"E	24.82'
L13	S24°31'47"E	23.82'
L14	S33°27'15"E	32.53'
L15	S42°43'21"E	62.25'
L16	S08°48'16"E	46.38'
L17	S09°18'52"W	5.87'
L18	S78°45'55"E	19.25'
L19	S20°08'03"E	56.08'
L20	N65°17'23"E	13.68'
L21	S27°57'38"E	43.98'
L22	S50°27'09"E	26.74'
L23	S31°27'11"E	26.61'
L24	S33°36'46"W	19.88'
L25	S34°01'15"E	50.97'
L26	S02°11'36"E	36.54'
L27	S25°11'50"E	28.18'
L28	S17°41'08"E	34.47'
L29	S10°46'52"E	27.81'
L30	S27°19'52"E	34.88'
L31	S25°38'00"E	63.77'
L32	S02°39'00"E	65.86'
L33	N06°32'32"W	65.96'
L34	N22°02'45"W	34.45'
L35	N22°02'45"W	37.95'
L36	N12°36'40"W	26.84'
L37	N17°24'54"W	56.10'
L38	N00°30'40"E	46.26'
L39	N29°42'54"W	31.72'
L40	N71°16'33"W	51.66'
L41	N20°22'05"W	73.34'
L42	N06°28'29"E	60.63'
L43	N70°46'25"E	46.80'
L44	S83°03'41"E	11.28'
L45	N18°47'47"W	40.96'
L46	N05°28'23"E	38.68'
L47	N03°01'06"W	26.22'
L48	N17°30'02"W	22.18'
L49	N41°08'25"W	28.20'
L50	N04°18'50"E	52.15'
L51	N27°51'25"W	26.47'
L52	N27°51'25"W	7.37'
L53	N75°04'06"W	5.18'
L54	N58°52'46"W	22.08'
L55	N58°52'46"W	4.92'
L56	N49°43'28"W	38.45'
L57	N63°10'05"W	31.36'
L58	N60°23'19"W	40.38'
L59	S82°38'29"W	33.16'
L60	S32°33'58"W	33.33'
L61	S35°54'31"W	40.08'
L62	S50°07'49"W	46.03'
L63	S44°51'51"W	53.35'
L64	S36°02'32"W	9.15'
L65	S30°54'35"W	28.08'
L66	S27°23'06"W	60.26'
L67	S61°24'22"W	33.53'
L68	S42°58'54"W	44.47'
L69	S40°42'48"W	81.68'
L70	S89°08'45"W	9.38'
L71	S89°08'45"W	46.64'
L72	S03°04'56"W	47.86'

Note: There is a 10 foot equestrian riding and hiking easement adjacent to all road rights of way.

PREPARED BY:
RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216
FAX (904) 721-3758
TELEPHONE (904) 721-1228



SHEET 8

SHEET 6

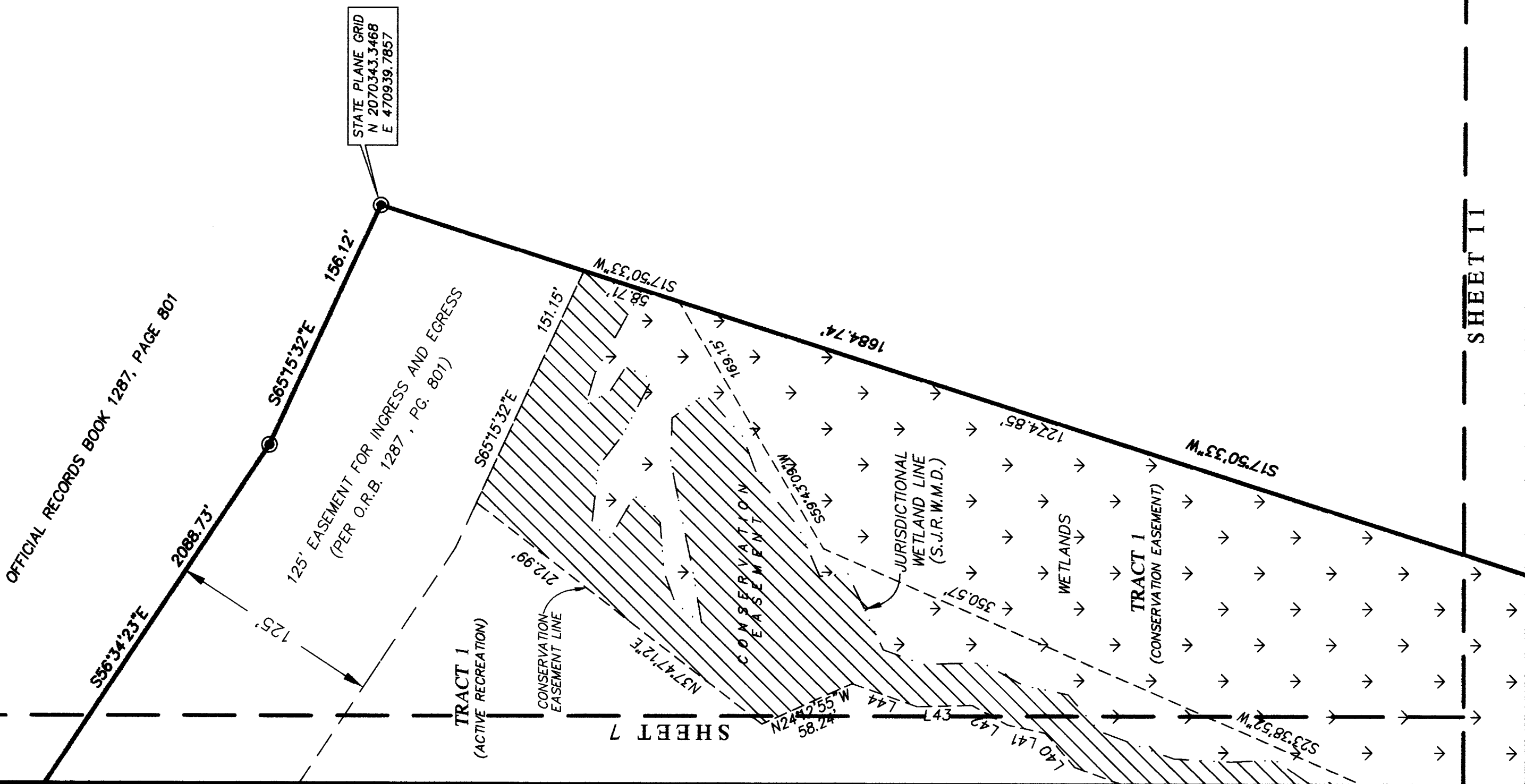
SHEET 11

SHEET 10

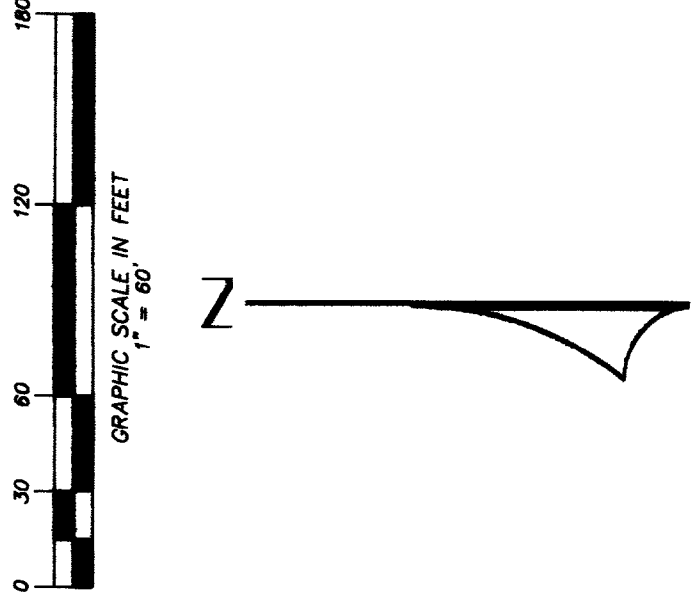
EQUESTRIAN WAY

BEING PORTIONS OF SECTIONS 28 AND 33, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA.

SHEET 8 OF 15 SHEETS
SEE SHEET 2 FOR NOTES.



LINE NO.	BEARING	DISTANCE
L40	N49°05'18\"/>	



Note: There is a 10 foot equestrian riding and hiking easement adjacent to all road rights of way.

PREPARED BY:
RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216
FAX (904) 721-5798
TELEPHONE (904) 721-1226

SECTION 34
SECTION 33

SHEET 11

SHEET 7

EQUESTRIAN WAY

BEING PORTIONS OF SECTIONS 28 AND 33, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA.

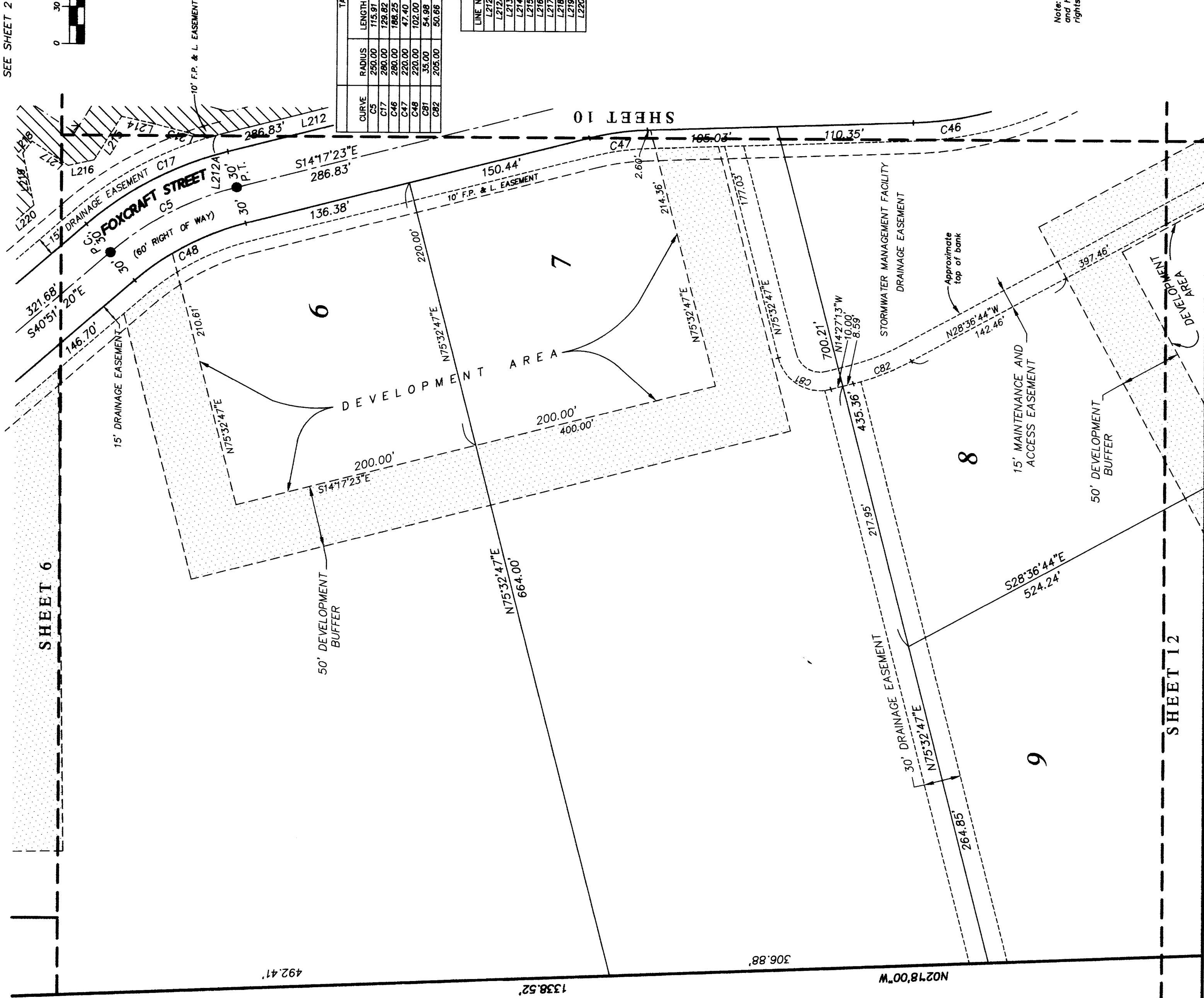
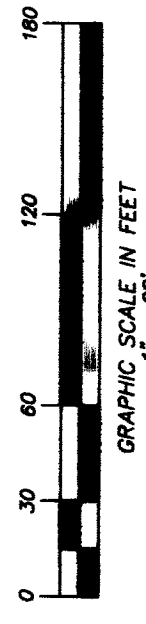
SHEET 9 OF 15 SHEETS
SEE SHEET 2 FOR NOTES.

SHEET 5

SHEET 6

SHEET 10

SHEET 12



CURVE	TABULATED CURVE DATA				CHORD		DELTA
	RADIUS	LENGTH	TANGENT	DISTANCE	BEARING	DISTANCE	
C5	250.00	115.91	59.02	114.88	S27°34'22"E	263.3356'	263.3356°
C7	260.00	129.82	66.10	128.66	S27°34'22"E	263.3356'	263.3356°
C46	260.00	188.25	97.84	184.73	N21°12'19"W	363.3170'	363.3170°
C47	220.00	47.40	23.79	47.31	N09°07'01"W	122.2044'	122.2044°
C48	220.00	102.00	51.94	101.09	N27°34'22"W	263.3356'	263.3356°
C81	35.00	54.98	35.00	49.50	N30°32'47"E	90.0000'	90.0000°
C82	205.00	50.66	25.46	50.53	N21°31'59"W	149.9931'	149.9931°

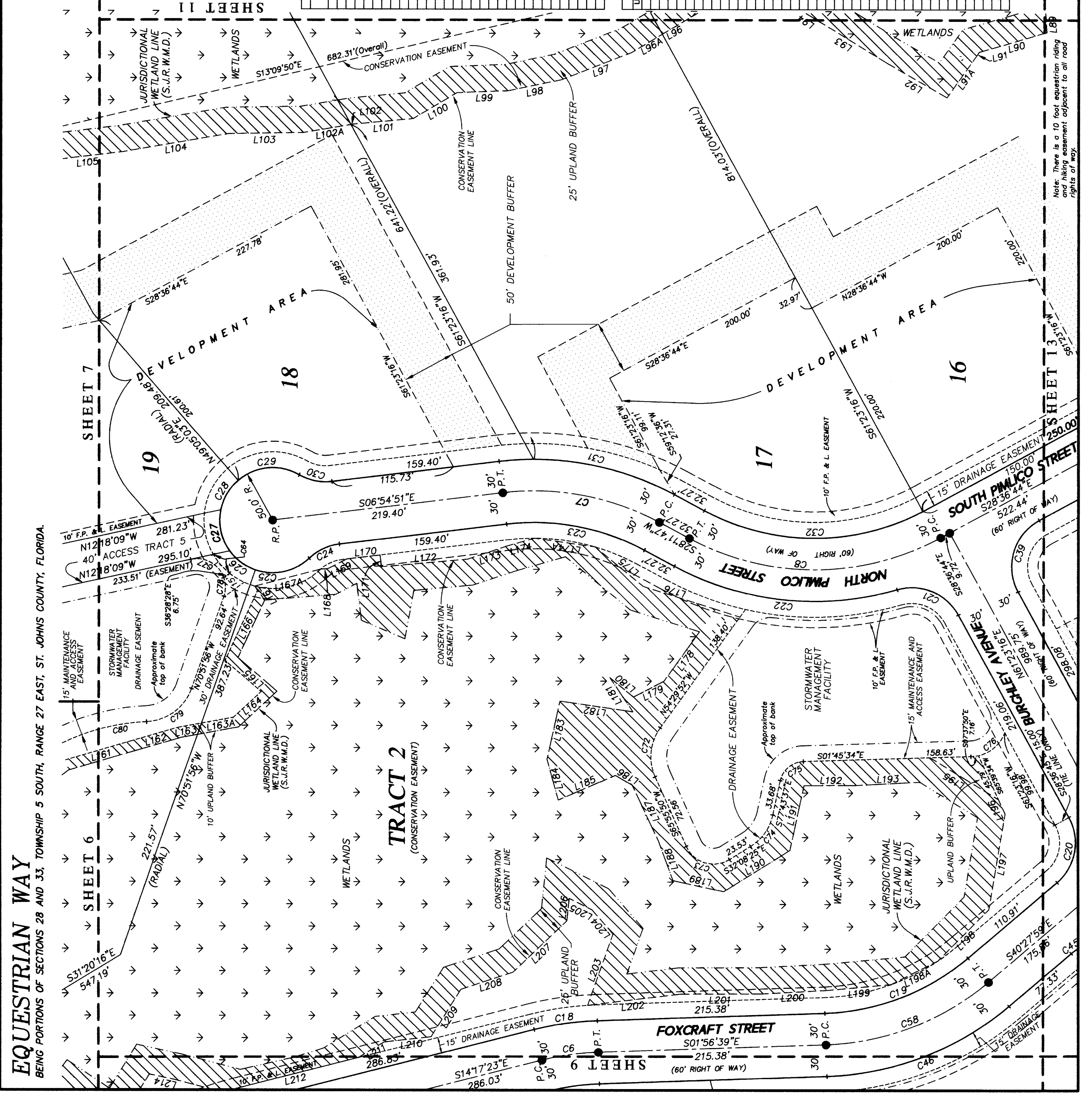
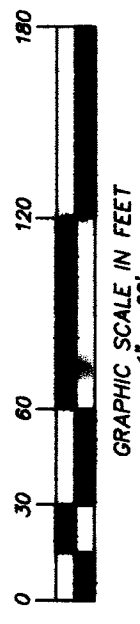
LINE TABLE	
LINE NO.	BEARING DISTANCE
L212	S147°23'E 119.05'
L214	N15°38'03"W 13.50'
L215	S14°36'58"W 46.19'
L216	S12°21'30"W 25.32'
L217	S89°12'43"E 41.91'
L218	S12°15'48"E 21.20'
L219	S33°41'07"W 35.45'
L220	S77°53'07"E 12.14'
L221	S41°19'13"E 29.33'

Note: There is a 10 foot equestrian riding and hiking easement adjacent to all road rights of way.

PREPARED BY:
RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
1000 BELLEVILLE BLVD., SUITE 200
JACKSONVILLE, FLORIDA 32216
FAX (904) 721-5728
TELEPHONE (904) 721-1226

EAST 1/2 OF THE SE 1/4 OF THE NW 1/4

SHEET 10 OF 15 SHEETS
SEE SHEET 2 FOR NOTES.



TABULATED CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C6	250.00	53.87	27.04	50.07	N10°07'01"E	12°20'44"
C7	250.00	153.20	78.09	150.81	N10°38'28"E	35°08'38"
C8	250.00	247.88	135.20	237.85	S00°12'28"E	56°48'32"
C9	250.00	60.33	30.28	60.22	S00°07'01"E	12°20'44"
C19	220.00	147.91	76.88	145.14	S81°12'19"E	38°31'20"
C20	50.00	68.20	40.28	63.03	S79°32'22"E	78°08'45"
C21	50.00	67.81	40.28	62.73	N02°32'08"E	77°42'15"
C22	260.00	217.53	114.59	212.10	N05°58'24"E	44°30'47"
C23	220.00	134.82	69.60	132.72	N10°38'28"E	35°08'38"
C24	50.00	32.18	16.67	31.62	N45°20'57"W	36°32'12"
C25	50.00	54.91	30.59	52.19	N12°19'30"W	62°35'06"
C26	50.00	30.53	15.76	30.06	N46°37'38"E	34°39'08"
C27	50.00	41.15	21.82	40.00	N77°41'51"E	47°09'23"
C28	50.00	32.99	17.12	32.40	S89°49'12"E	37°48'31"
C29	50.00	61.85	35.58	57.88	S05°28'48"E	70°32'18"
C30	50.00	32.18	16.67	31.62	S11°11'15"W	36°32'12"
C31	260.00	138.71	70.81	137.30	S14°00'16"W	28°21'04"
C32	220.00	215.32	112.16	208.83	S00°09'30"W	48°04'58"
C33	50.00	78.54	50.00	70.71	N71°38'44"W	90°00'00"
C34	260.00	188.25	97.84	184.73	N11°12'18"W	36°31'20"
C35	250.00	188.08	87.38	184.94	N11°12'18"W	36°31'20"
C36	65.00	23.24	12.00	23.60	N11°12'18"W	36°31'20"
C37	47.00	48.87	26.80	46.70	N49°18'58"E	20°35'22"
C38	28.28	48.41	26.88	42.71	N64°17'07"W	58°34'18"
C39	47.00	37.39	19.25	36.42	S19°33'43"W	95°04'15"
C40	23.00	30.50	17.96	28.31	S39°44'35"W	75°29'03"
C41	35.00	41.50	23.58	38.11	S35°43'37"E	67°26'07"
C42	27.00	38.83	23.73	35.85	S28°00'20"W	62°38'57"
C43	27.00	18.29	9.51	17.85	S88°43'26"W	38°49'15"
C44	203.00	108.68	55.88	107.39	N17°55'59"W	20°35'21"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L176	S17°28'36"W	96.12'
L177	S54°29'52"E	26.28'
L178	N54°29'52"W	57.89'
L179	N27°24'19"W	32.37'
L180	N39°13'51"E	28.80'
L181	S85°58'43"W	39.01'
L182	N09°16'55"E	69.49'
L183	N77°42'12"W	58.48'
L184	S74°33'57"W	40.20'
L185	S23°29'01"E	58.86'
L186	S82°02'00"W	18.88'
L187	S65°02'13"W	38.00'
L188	S70°18'59"W	58.00'
L189	S12°16'59"W	58.22'
L190	S82°08'29"E	73.88'
L191	S77°43'37"E	63.11'
L192	S00°11'24"E	48.78'
L193	S03°03'31"E	58.88'
L194	S03°03'31"E	75.55'
L195	S31°38'09"W	75.31'
L196	S85°58'34"W	75.31'
L197	S80°17'01"E	68.67'
L198	S45°28'26"E	49.66'
L199	N26°36'44"W	60.81'
L200	S03°05'21"E	62.42'
L201	S00°11'47"E	75.81'
L202	S07°00'51"E	89.15'
L203	S70°31'54"E	72.08'
L204	S49°05'36"W	30.38'
L205	S65°32'28"W	24.01'
L206	S83°58'16"E	21.59'
L207	S43°49'02"E	70.41'
L208	S18°15'02"E	52.38'
L209	S89°01'06"E	53.12'
L210	S08°28'49"E	44.84'
L211	S31°36'04"E	28.30'
L212	S14°17'23"E	119.03'
L213	N15°36'03"W	13.50'
L214	S14°36'36"W	46.19'
L215	S12°21'30"W	25.32'

PREPARED BY:
RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216
FAX (904) 721-5758
TELEPHONE (904) 721-1226

Note: There is a 10 foot equestrian riding and hiking easement adjacent to all road rights of way.

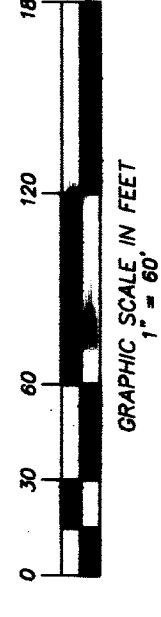
SHEET 11 OF 15 SHEETS
SEE SHEET 2 FOR NOTES.

BEING PORTIONS OF SECTIONS 28 AND 33, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA.

SHEET 8

SHEET 7

SHEET 10



LINE NO.	BEARING	DISTANCE
L74	N16°25'34"E	65.32'
L75	N62°17'30"E	40.83'
L76	N40°41'23"E	41.84'
L77	N00°18'00"E	60.28'
L78	N04°54'41"W	6.80'
L79	N83°04'42"W	33.65'
L80	N03°30'09"W	45.65'
L81	N15°55'15"E	41.02'
L82	S83°31'20"W	41.84'
L83	S63°04'51"E	28.95'
L84	S23°04'51"E	52.33'
L85	S37°19'15"E	24.87'
L86	S33°23'48"W	36.44'
L88	S08°15'12"W	73.41'
L89	S88°32'07"W	38.87'
L94	N44°51'43"E	10.88'
L95	N02°08'25"W	90.83'

SECTION 33
SECTION 34

UNPLATTED LANDS OF SECTION 34
TOWNSHIP 5 SOUTH, RANGE 27 EAST

TRACT 1
(WETLANDS)

1274.85' (Monument to Monument)

1684.74'

1274.85'

N19°45'41"W
303.62'

1448.57'

513°09'50"E
682.31' (Overall)

814.03'

156.39'

S17°50'33"W
138.58'

271.31' (Monument to Monument)

409.89' (Monument to Monument)

5612.10' W

688.54'

25' UPLAND BUFFER

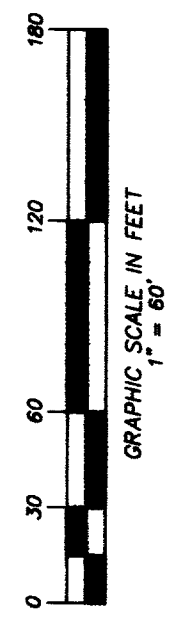
CONSERVATION EASEMENT LINE

Note: There is a 10 foot equestrian riding and hiking easement adjacent to all road rights of way.

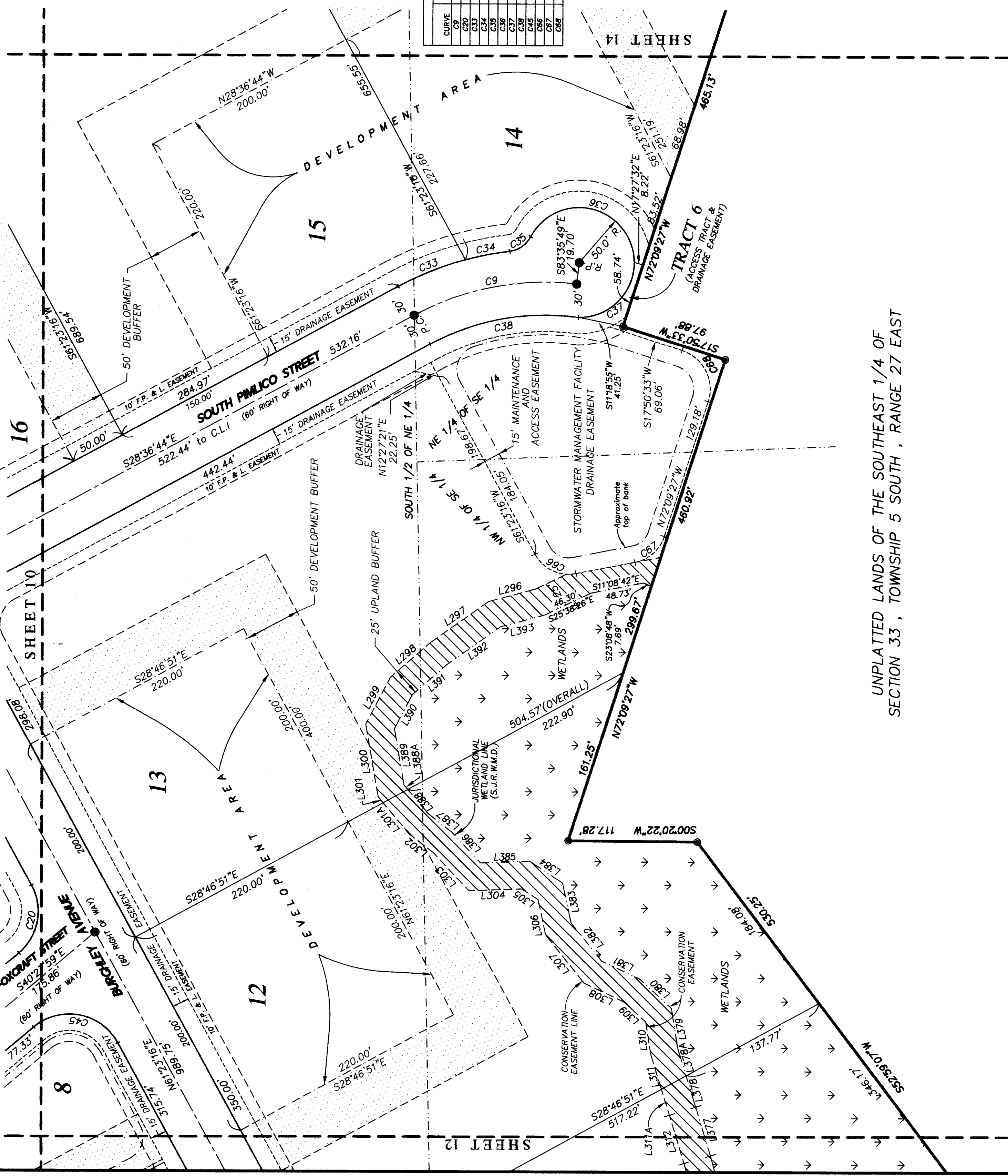
PREPARED BY: MILLER & ASSOCIATES
RICHARD A. MILLER
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216
FAX (904) 721-5758
TELEPHONE (904) 721-1226

SHEET 14

SHEET 13 OF 15 SHEETS
SEE SHEET 2 FOR NOTES.



EQUESTRIAN WAY
BEING PORTIONS OF SECTIONS 28 AND 33, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA.



TABULATED CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C20	250.00	152.78	78.66	158.42	S17°06'17"E	35°00'35"
C21	50.00	68.20	40.58	63.03	S79°32'22"E	78°08'45"
C22	280.00	65.63	32.96	65.48	S21°33'52"E	13°23'44"
C23	280.00	40.74	20.41	40.71	S17°00'52"E	8°20'15"
C24	25.00	24.22	13.15	23.28	S34°35'42"E	55°28'55"
C25	50.00	132.65	200.61	97.03	S13°39'38"W	152°00'36"
C26	50.00	79.44	50.91	71.34	N44°48'06"W	91°01'54"
C27	220.00	138.42	72.14	137.10	N10°27'27"W	36°18'35"
C28	50.00	86.86	61.58	77.63	N10°27'27"W	101°51'15"
C29	35.00	44.31	25.68	41.41	N43°07'17"E	72°31'58"
C30	35.00	37.27	20.62	35.53	N41°39'05"W	61°00'45"
C31	37.00	56.12	37.00	52.33	S82°50'33"W	90°00'00"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L285	N89°34'54"E	25.10
L286	N15°11'45"W	44.47
L287	N15°28'06"W	63.91
L288	N41°21'40"W	48.71
L289	N82°24'50"W	47.07
L290	S80°05'21"W	67.86
L291	S89°47'35"W	7.05
L301A	S88°47'35"W	38.90
L302	S88°01'37"W	28.34
L303	S87°03'53"W	47.43
L304	S82°10'22"E	46.50
L305	S53°18'41"W	7.82
L306	S77°48'08"W	32.96
L307	S57°25'14"W	55.96
L308	S83°20'11"W	40.17
L309	S42°38'54"W	28.75
L310	S81°03'18"W	30.03
L311	S72°49'31"W	32.85
L311A	S72°49'31"W	24.84
L312	S73°08'18"W	45.91
L376	N72°49'31"E	46.28
L376A	N72°49'31"E	30.04
L379	N81°03'18"E	26.02
L380	N42°38'54"E	39.27
L381	N25°20'11"E	38.18
L382	N51°25'14"E	44.31
L383	N77°48'08"E	37.32
L384	N33°19'41"E	35.84
L385	N02°10'22"W	44.84
L386	N47°03'13"E	37.25
L387	N58°01'57"E	27.24
L388	N49°47'39"E	28.67
L388A	N49°47'39"E	5.33
L389	N80°05'21"E	52.11
L390	S82°24'50"E	34.84
L391	S41°21'40"E	42.78
L392	S35°28'06"E	58.15
L393	S15°11'45"E	42.29

PREPARED BY:
RICHARD A. MILLER & ASSOCIATES
1700 W. BEACH BLVD., SUITE 1000
JACKSONVILLE, FLORIDA 32216
FAX (904) 721-5758
TELEPHONE (904) 721-1226

Note: There is a 10 foot equestrian riding and hiking easement adjacent to all road rights of way.

UNPLATTED LANDS OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 27 EAST

16

15

14

13

12

8

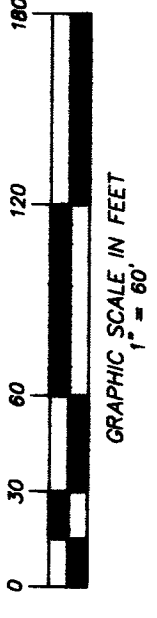
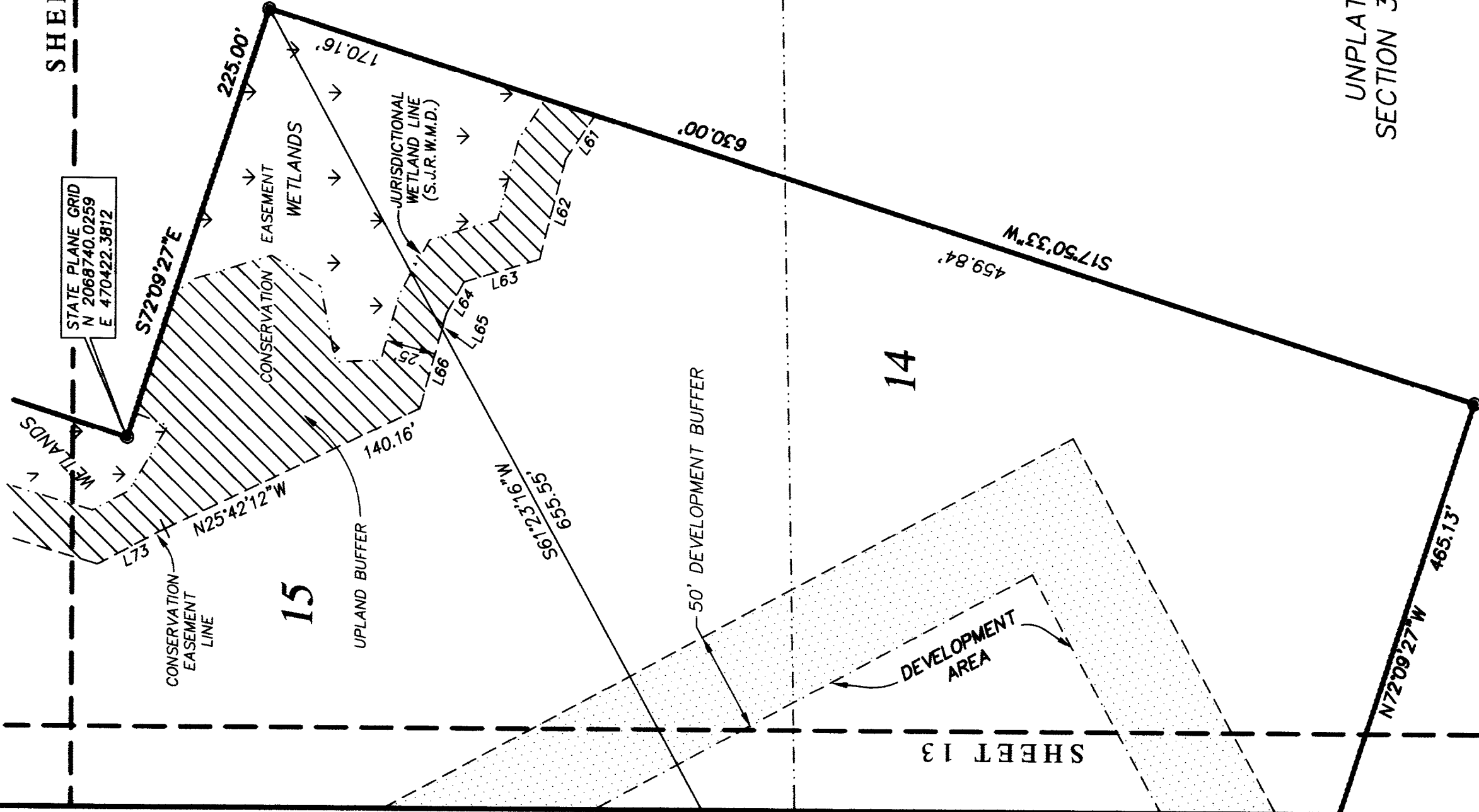
SHEET 14

SHEET 12

SHEET 10

SHEET 11

SHEET 13



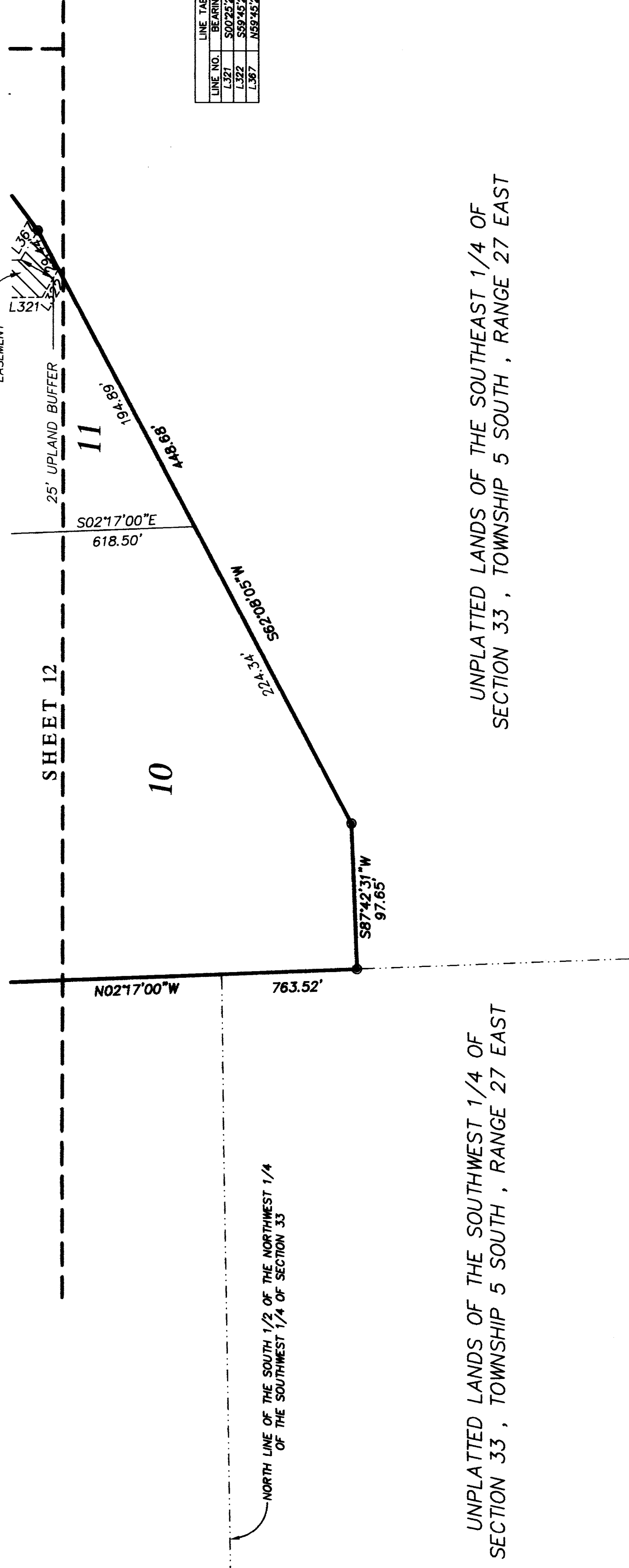
LINE	DIRECTION	DISTANCE
L61	S56°51'23\"E	26.27'
L62	S76°02'20\"E	51.57'
L63	S17°13'34\"E	39.25'
L64	S61°00'55\"E	17.60'
L65	S74°46'26\"E	8.47'
L66	S74°46'26\"E	41.00'
L73	S28°10'45\"E	37.71'

Note: There is a 10 foot equestrian riding and hiking easement adjacent to all road rights of way.

EQUESTRIAN WAY

BEING PORTIONS OF SECTIONS 28 AND 33, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA.

SHEET 15 OF 15 SHEETS
SEE SHEET 2 FOR NOTES.

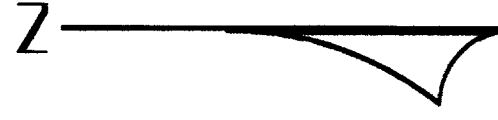
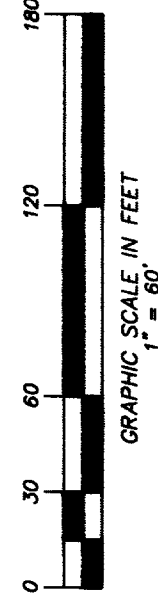


LINE NO.	BEARING	DISTANCE
L321	S02°17'00\"E	618.54'
L322	S59°45'20\"E	21.93'
L327	N89°45'20\"W	23.25'

UNPLATTED LANDS OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 27 EAST

UNPLATTED LANDS OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 27 EAST

NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33



Note: There is a 10 foot equestrian riding and hiking easement adjacent to all road rights of way.

PREPARED BY: MILLER & ASSOCIATES
RICHARD A. MILLER
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216
FAX (904) 721-5758
TELEPHONE (904) 721-1226