

GREENLEAF LAKES PHASE 3
A PORTION OF SECTIONS 1 AND 2, TOWNSHIP 5 SOUTH,
RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

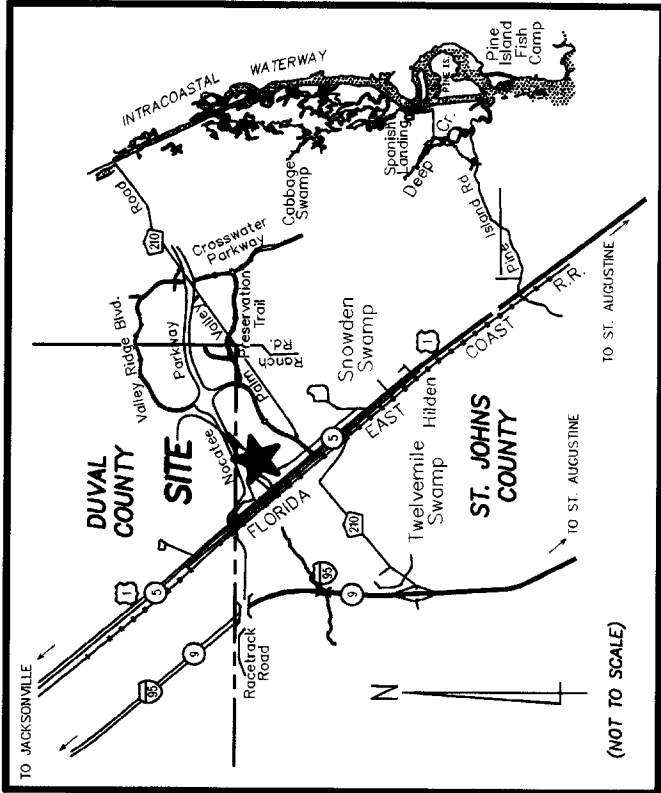
MAP BOOK 72 PAGE 52
SHEET 1 OF 5 SHEETS
SEE SHEET 2 FOR NOTES

CAPTION

A portion of Sections 1 and 2, Township 5 South, Range 28 East, St. Johns County Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeastly corner of said Section 2; thence South 01°10'10" East, along the Easterly line of said Section 2, a distance of 285.33 feet; thence South 42°00'00" East, departing said Easterly line, 357.80 feet to the Point of Beginning.

From said Point of Beginning, thence South 42°00'00" East, 391.76 feet; thence South 80°00'00" East, 400.00 feet; thence South 40°00'00" East, 576.34 feet to a point lying on the Northerly right of way line of Valley Ridge Boulevard, thence with right of way a presently established; thence along said Northerly right of way line the following 3 courses: Course 1, thence along the arc of a curve concave Northerly having a radius of 1475.00 feet, through a central angle of 09°17'16", an arc length of 238.10 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 72°07'24" West, 238.84 feet; Course 2, thence South 76°46'02" West, 261.30 feet to the point of curvature of a curve concave Southerly having a radius of 3625.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of 13°22'32", an arc length of 846.25 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 70°04'46" West, 844.33 feet; thence North 26°36'30" West, departing said Northerly right of way line, 160.00 feet to a point on a curve concave Southeasterly having a radius of 3785.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 00°25'27", an arc length of 28.02 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 63°36'13" East, 28.02 feet; thence North 26°11'03" West, 50.00 feet to a point on a curve concave Northerly having a radius of 25.00 feet; thence Westerly along the arc of said curve, through a central angle of 89°15'28", an arc length of 36.95 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 71°33'19" West, 35.13 feet; thence North 26°55'35" West, 43.51 feet; thence North 63°04'25" East, 142.16 feet; thence North 24°28'32" West, 339.01 feet; thence North 14°04'48" West, 69.39 feet; thence North 69°00'00" West, 259.19 feet; thence North 03°00'00" East, 106.69 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 97°21'11", an arc length of 42.48 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 51°40'36" East, 37.55 feet; thence North 10°21'12" East, 50.00 feet to a point on a curve concave Southerly having a radius of 1025.00 feet; thence Westerly along the arc of said curve, through a central angle of 00°42'13", an arc length of 12.59 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 79°59'55" West, 12.59 feet; thence Northwesterly along the arc of a curve concave Northeasterly having a radius of 25.00 feet, through a central angle of 83°21'02", an arc length of 36.37 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 38°40'31" West, 33.95 feet; thence North 03°00'00" East, 122.47 feet; thence South 81°45'11" East, 113.99 feet; thence South 71°59'48" East, 180.00 feet; thence South 86°09'57" East, 61.88 feet; thence North 36°44'03" East, 336.15 feet to the Point of Beginning.



VICINITY MAP
(NOT TO SCALE)

CERTIFICATE OF APPROVAL- GROWTH MANAGEMENT DEPARTMENT

This is to certify that this plat of Greenleaf Lakes Phase 3, has been examined and approved by the County Growth Management Department for St. Johns County, Florida, on this 21st day of October, A.D., 2014.

Dan H. Hord
Director of the Growth Management Department

CERTIFICATE OF APPROVAL AND ACCEPTANCE
BOARD OF COUNTY COMMISSIONERS

This is to certify that this plat of Greenleaf Lakes Phase 3, has been approved and accepted by the Board of County Commissioners of St. Johns County, Florida on this 21st day of October, A.D., 2014, this acceptance shall not be deemed as requiring construction or maintenance by St. Johns County of any part of said subdivision.

[Signature]
Chairman, Board of County Commissioners

CERTIFICATE OF REVIEW-COUNTY ATTORNEY

This is to certify that this plat of Greenleaf Lakes Phase 3, has been examined and reviewed by the Office of the St. Johns County Attorney on this 14th day of October, A.D., 2014.

[Signature]
Office of the 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 72, Pages 51-52 of the public records of St. Johns County, Florida on this 21st day of October, A.D., 2014.

Cheryl L. Strickland
Clerk of the Circuit Court

CERTIFICATE OF PLAT REVIEW

This is to certify that this plat has been reviewed for conformity to Florida Statutes Chapter 177, Part 1, Planning, by the Office of the County Surveyor for St. Johns County, Florida, on this 14th day of October, A.D., 2014.

Gail Oliver
Gail Oliver, P.S.M., County Surveyor
Professional Land Surveyor and Mapper
License Number 4564

SURVEYOR'S CERTIFICATE

Know all men by these presents, that the undersigned, being currently licensed and registered by the State of Florida as a land surveyor, does hereby certify that the above plat was made under the undersigned's responsible direction and supervision, and that the plat complies with all of the survey requirements of Chapter 177, Part 1, Platting, of the Florida Statutes.

Signed and sealed this 15th day of SEPTEMBER, A.D., 2014.
Damon J. Kelly
Damon J. Kelly
Professional Surveyor and Mapper
State of Florida LS No. 6284

ADOPTION AND DEDICATION

This is to certify that Sandy Ridge North, LLC, a Florida limited liability company ("Owner"), is the lawful owner of the lands described in the caption shown herein which shall hereafter be known as Greenleaf Lakes Phase 3, and that it has caused the same to be surveyed and subdivided, and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said lands.

The road right of ways shown in this plat are hereby irrevocably dedicated to the county of St. Johns, its successors and assigns in perpetuity for maintenance of the rights of way, access, and drainage improvements which are now or hereafter constructed thereon.

The drainage easements as shown on this plat, shall permit the county of St. Johns, its successors and assigns, to discharge all storm water which may fall or come upon all rights of way hereby dedicated, into, over, across, or through said easements shown herein, which may be dedicated to a property owners' association, or other such entity as will assume all obligation of maintenance and operation thereof under the plat.

Title to Tracts "A", "B" and "C" (Neighborhood Park), Tract "D" (Open Space), Tracts "E" and "J" (Common Area/Landscape), Tracts "F", "G" and "H" (Upland Preservation) and Tract "I" (Conservation Area) are hereby retained by the undersigned Owner, its successors and assigns; provided however, the undersigned Owner reserves the right to convey title to said tract to an entity, including without limitation, a property owners' association, a municipal services taxing unit, community development district, or other such entity as will assume all obligation and maintenance and operation thereof under the plat.

All easements shown on this plat, other than those specifically dedicated herein, are and shall remain privately owned and the sole and exclusive property of the undersigned Owner, its successors and grantees. The undersigned Owner retains the obligation for maintenance of all easements shown on this plat for drainage and landscape purposes; provided however, the undersigned Owner reserves the right to assign the obligation for maintenance of said easements to a property owners' association or other such entity as will assume all obligation of maintenance and operation thereof under the plat.

All utility easements shown on this plat are hereby irrevocably and without reservations dedicated to JEA, its successors and assigns, for its non-exclusive use in conjunction with its underground utilities. Any other utility easements shown on this plat 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 177.091(28) of the current Florida Statutes; however, only cable television service providers specifically authorized by the undersigned owner, its successors and assigns, to serve the lands shown on this plat, shall have the benefit of said cable television service easements.

Those easements designated as "Meter Easements" are hereby irrevocably and without reservation dedicated to JEA, its successors and assigns, for its non-exclusive use in conjunction with its utilities.

Those easements designated as "JEA-E.E." are hereby irrevocably dedicated to JEA, its successors and assigns, for its exclusive use in conjunction with its underground electrical system. Those easements designated as "JEA-E." are hereby irrevocably dedicated to JEA, its successors and assigns, for its non-exclusive use in conjunction with its underground electrical system; provided however, that no parallel utilities may be installed within said easements. Those "JEA Access and Electrical Easements" are hereby irrevocably dedicated to JEA, its successors and assigns, for its non-exclusive use for (1) access to the JEA-E.E. and JEA-E. easements, (2) additional work space for the maintenance, repair and replacement of electric utility improvements located within the JEA-E.E. and JEA-E. easements, and (3) the installation, operation, maintenance, repair and replacement of electric facilities running perpendicular to the electric facilities located within the JEA-E.E. and JEA-E. easements.

In witness whereof, the undersigned Owner has caused this plat and dedication to be executed by its duly elected officers, acting by and with the authority of its board of directors.

OWNER: SANDY RIDGE NORTH, LLC
a Florida limited liability company

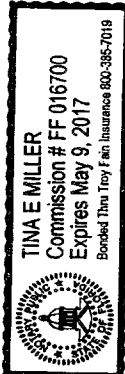
BY: [Signature]
Jed V. Davis
Vice President

Witness
Jana E. Miller
Print Name
Jana E. Miller
Print Name

STATE OF FLORIDA, COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 24 day of July, A.D., 2014, by Jed V. Davis, Vice President, on behalf of owner, he being personally known to the undersigned and did not take an oath, or produce identification.

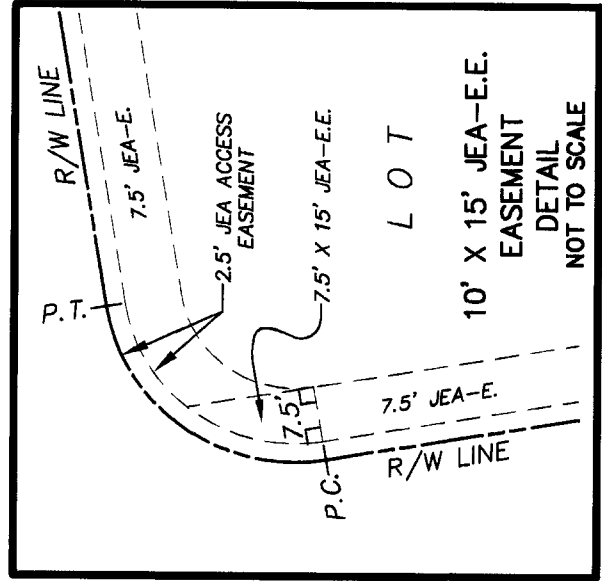
My Commission Expires May 9, 2017
Notary Public, State of Florida at Large
Commission Number FF 016 700
Name Jana E. Miller



PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

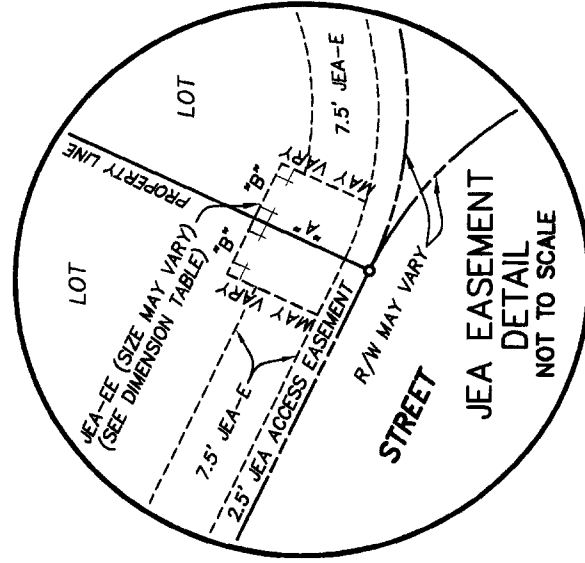
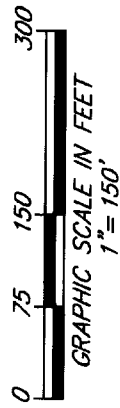
GREENLEAF LAKES PHASE 3
A PORTION OF SECTIONS 1 AND 2, TOWNSHIP 5 SOUTH,
RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.



- NOTES:
- Bearings shown are referenced to the State Plane coordinates as indicated hereon and are based on the Eastern line of Section 2 as being South 01°10'10" East.
 - Notices: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanting authority by any other graphic or digital form of the plat. There may be additional restrictions that are not depicted on this plat that may be found in the Public Records of this county.
 - Coordinates based on GPS observation of the following National Geodetic Survey Control Station "KREG" (Jacksonville 2) coordinates:
N 2182506.373 E 493662.930
Coordinate Datum: State Plane in U.S. survey feet Florida East Zone, North American Datum (NAD83) (NRS 2007).
 - Tracts "F", "G", "H" and "I" is subject to a conservation easement pursuant to Section 704.06, F.S. in favor of the St. Johns River Water Management District. 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:
(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, dredging or trimming trees, shrubs, or other vegetation.
(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
(g) Acts or uses detrimental to such retention of land or water areas.
(h) 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.
 - Upland Buffers adjacent to wetlands are to remain natural, vegetative, and undisturbed and represent a 25 foot averaged width, but not less than 10 feet.
 - The easements shown hereon and designated as unobstructed access easements must remain unobstructed by any improvements that may impede its use.
 - Section lines and quarter section lines depicted hereon are graphic representations only and do not reflect field measure unless otherwise noted.
 - Those certain easements denoted as "2.5' Access Easements" are reserved for the benefit, on a non-exclusive basis, of the Owner and the Owner's specific successors and assigns. The Owner is permitted to assign its rights under such 2.5' Access Easement.
 - Certain easements are reserved for JEA for use in conjunction with the underground electrical distribution system.
 - JEA-E denotes JEA easement. JEA will allow certain non-permanent improvements which do not impede the use of said easements by JEA. The installation of fences, hedges and landscaping is permissible but subject to removal by JEA at the expense of each lot owner for the removal and for replacement of such items.
 - JEA-E-E denotes JEA Equipment Easement. These easements shall remain totally unobstructed by any permanent improvements which may impede the use and access of said easement by JEA.
 - Lands depicted hereon subject to Developer and Utility Service Agreement recorded in Official Records Book 3305, page 571 of the Public Records of St. Johns County, Florida.

LEGEND

- DENOTES SET P.R.M. 4"x4" C.M. STAMPED L.B.#3624.
- UNLESS OTHERWISE NOTED DENOTES P.C.P. STAMPED L.B.#3624.
- PERMANENT REFERENCE MONUMENT
- CONCRETE MONUMENT
- PERMANENT CONTROL POINT
- LICENSED BUSINESS
- RADIUS
- CENTRAL ANGLE
- ARC LENGTH
- CHORD BEARING
- CHORD BEARING
- POINT OF CURVATURE
- POINT OF TANGENCY
- POINT ON CURVE
- POINT OF COMPOUND CURVATURE
- POINT OF REVERSE CURVATURE
- TABULATED CURVE DATA
- LI
- R/W
- C/L
- M.B.
- P.B.
- P.B.
- P.B.
- O.R.B.
- OFFICIAL RECORDS BOOK
- MAINTENANCE
- JEA-E
- JEA-E-E
- JEA-E-E
- ESMT
- ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
- SURVIMAD
- SHEET REFERENCE NUMBER
- ③
- DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
- DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

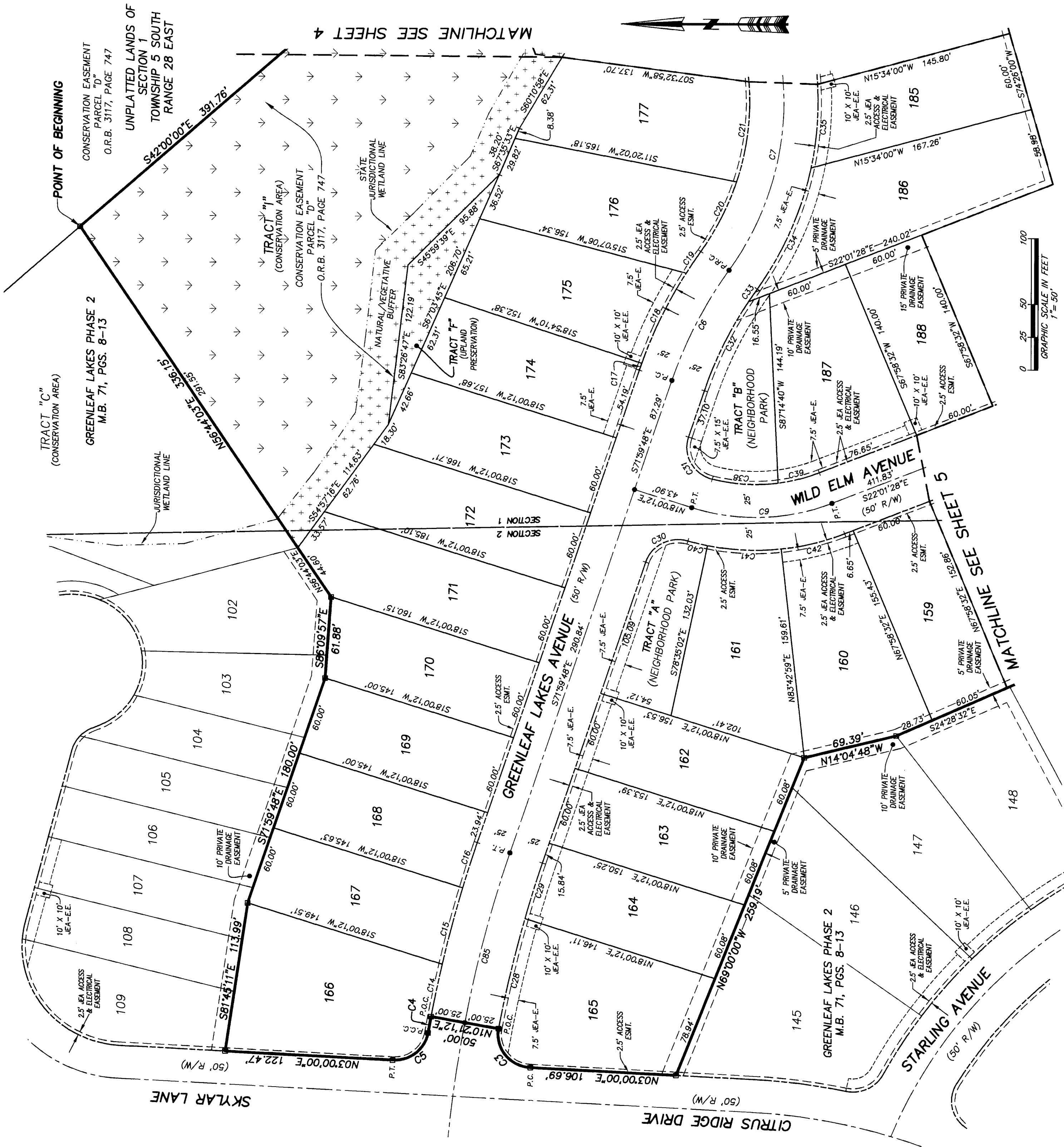


JEA DIMENSION TABLE	
A"	10'
B"	5'
A"	7.5'
B"	5'



PREPARED BY:
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CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

GREENLEAF LAKES PHASE 3
A PORTION OF SECTIONS 1 AND 2, TOWNSHIP 5 SOUTH,
RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.



CURVE TABLE				
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING
C3	25.00'	97°21'11"	42.48'	N91°40'36"E
C4	1025.00'	0°42'13"	12.59'	N79°59'55"W
C5	25.00'	83°21'02"	36.37'	N38°40'31"W
C6	325.00'	16°33'15"	93.90'	S63°43'11"E
C7	225.00'	50°07'27"	196.84'	S80°30'17"E
C9	150.00'	40°01'40"	104.79'	S02°00'38"E
C14	1025.00'	2°16'21"	40.65'	S78°30'38"E
C15	1025.00'	3°21'41"	60.13'	S75°41'37"E
C16	1025.00'	2°00'59"	36.07'	S73°00'17"E
C17	350.00'	0°53'58"	5.49'	N71°32'49"W
C18	350.00'	12°26'05"	75.96'	N64°52'47"W
C19	350.00'	31°31'11"	19.67'	N57°03'09"W
C20	200.00'	16°58'16"	59.24'	S63°55'41"E
C21	200.00'	22°06'17"	77.16'	S63°27'58"E
C28	975.00'	5°03'15"	86.00'	S77°07'11"E
C29	975.00'	2°35'46"	44.18'	S73°17'41"E
C30	25.00'	88°15'13"	38.51'	N27°52'12"W
C31	25.00'	93°29'40"	40.79'	S61°15'22"W
C32	300.00'	14°19'55"	75.04'	N64°49'50"W
C33	300.00'	21°31'19"	11.63'	N56°33'13"W
C34	250.00'	23°07'10"	100.88'	S67°00'08"E
C35	250.00'	14°38'39"	63.90'	S65°53'03"E
C38	125.00'	22°12'23"	48.45'	S02°24'20"W
C39	125.00'	14°19'36"	31.26'	S14°51'40"E
C40	175.00'	4°50'26"	14.78'	S13°50'12"W
C41	175.00'	17°41'59"	54.06'	S02°33'59"W
C42	175.00'	15°44'27"	48.08'	S14°09'14"E
C85	1000.00'	7°39'00"	133.52'	N78°49'18"W

- LEGEND**
- DENOTES SET P.R.M. 4"x4" C.M.
 - STAMPED L.B.#3624.
 - UNLESS OTHERWISE NOTED
 - DENOTES P.C.P. STAMPED L.B.#3624.
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 - POINT OF COMPOUND CURVATURE
 - POINT OF REVERSE CURVATURE
 - TABULATED CURVE DATA
 - RIGHT OF WAY
 - CENTERLINE
 - C/L
 - MAP BOOK
 - P.B.
 - PAGE
 - PGS.
 - O.R.B.
 - MATCHLINE
 - JEA-E
 - JEA-E.E
 - JEA-E.E
 - EASEMENT
 - ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 - SHEET REFERENCE NUMBER
 - ⊕ DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
 - ⊕ DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

PREPARED BY:
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MAP BOOK 72 PAGE 55

SHEET 4 OF 5 SHEETS

SEE SHEET 2 FOR NOTES

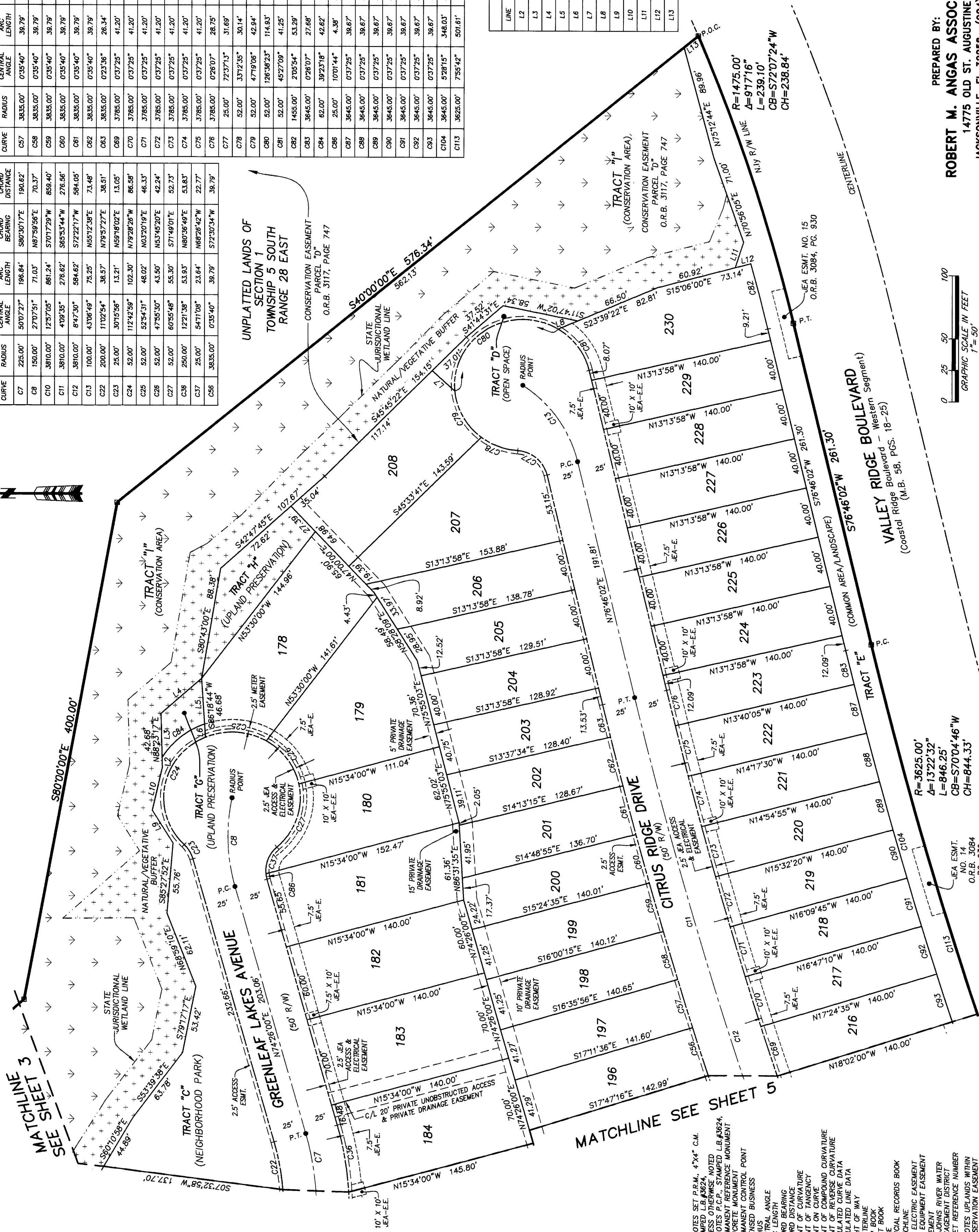
CURVE TABLE					CURVE TABLE				
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD DISTANCE	CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD DISTANCE
C7	225.00'	50°17'27"	196.84'	590°30'7"E	C57	3835.00'	0°35'40"	39.79'	57306°14"W
C8	150.00'	27°07'51"	71.03'	N87°59'56"E	C58	3835.00'	0°35'40"	39.79'	57341°54"W
C10	3810.00'	1°09'05"	881.24'	S70°17'29"W	C59	3835.00'	0°35'40"	39.79'	57471°35"W
C11	3810.00'	4°25'38"	276.62'	S65°53'44"W	C60	3835.00'	0°35'40"	39.79'	57453°15"W
C12	3810.00'	8°47'30"	584.62'	S72°22'21"W	C61	3835.00'	0°35'40"	39.79'	57529°55"W
C13	100.00'	43°06'49"	75.25'	N55°12'38"E	C62	3835.00'	0°35'40"	39.79'	57604°35"W
C22	200.00'	110°15°4"	38.57'	N79°57'27"E	C63	3835.00'	0°23'36"	26.34'	57634°14"W
C23	25.00'	30°15'58"	13.21'	N59°18'02"E	C69	3785.00'	0°37'25"	41.20'	N72°16'43"E
C24	52.00'	112°42'59"	102.30'	N79°28'26"W	C70	3785.00'	0°37'25"	41.20'	N72°54'08"E
C25	52.00'	52°54'31"	48.02'	N03°20'19"E	C71	3785.00'	0°37'25"	41.20'	N73°31'33"E
C26	52.00'	47°55'30"	43.50'	N53°45'20"E	C72	3785.00'	0°37'25"	41.20'	N74°08'58"E
C27	52.00'	60°55'48"	55.30'	S71°48'10"E	C73	3785.00'	0°37'25"	41.20'	N74°46'23"E
C36	250.00'	12°17'38"	53.93'	N80°36'49"E	C74	3785.00'	0°37'25"	41.20'	N75°33'48"E
C37	25.00'	54°11'08"	23.64'	N68°28'42"W	C75	3785.00'	0°37'25"	41.20'	N76°01'13"E
C56	3835.00'	0°35'40"	39.79'	S72°30'34"W	C76	3785.00'	0°28'07"	28.75'	N76°32'59"E
					C77	25.00'	72°37'13"	31.69'	N40°27'25"E
					C78	52.00'	33°12'35"	30.14'	S20°46'06"W
					C79	52.00'	47°19'06"	42.94'	S61°00'57"W
					C80	52.00'	126°38'23"	114.93'	N32°00'18"W
					C81	52.00'	45°27'09"	41.25'	N54°02'28"E
					C92	1455.00'	2°05'54"	53.29'	N75°43'05"E
					C93	3645.00'	0°28'07"	27.68'	S76°32'59"W
					C94	62.00'	39°23'18"	42.62'	N39°34'51"W
					C96	25.00'	10°01'44"	4.38'	S79°28'52"W
					C97	3645.00'	0°37'25"	39.67'	S76°01'13"W
					C98	3645.00'	0°37'25"	39.67'	S75°23'48"W
					C99	3645.00'	0°37'25"	39.67'	S74°46'23"W
					C90	3645.00'	0°37'25"	39.67'	S74°08'58"W
					C91	3645.00'	0°37'25"	39.67'	S73°31'33"W
					C92	3645.00'	0°37'25"	39.67'	S72°54'08"W
					C93	3645.00'	0°37'25"	39.67'	S72°16'43"W
					C104	3645.00'	5°28'15"	348.03'	S74°01'55"W
					C113	3625.00'	7°55'42"	501.61'	S72°48'11"W

UNPLATTED LANDS OF
SECTION 1
TOWNSHIP 5 SOUTH
RANGE 28 EAST

CONSERVATION EASEMENT
PARCEL D
O.R.B. 3117, PAGE 747

STATE JURISDICTIONAL WETLAND LINE
NATURAL/VEGETATIVE BUFFER
54°00'00"E 576.34'
582.13'
57.00'

LINE TABLE		
LINE	BEARING	LENGTH
L2	N80°231'7"E	7.76'
L3	N88°231'7"E	34.92'
L4	S42°02'15"E	41.55'
L5	N68°18'44"E	36.18'
L6	N86°18'44"E	10.50'
L7	S43°21'33"W	23.63'
L8	S23°39'22"W	16.31'
L9	N53°35'56"E	30.48'
L10	S77°29'20"E	34.83'
L11	S72°30'57"E	21.19'
L12	S15°08'00"E	14.22'
L13	S40°00'00"E	12.41'





PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3824

1" = 50'

0 25 50 100

GRAPHIC SCALE IN FEET

LEND	☐	•	—	③	 
	P.R.M.	P.R.M.	JEA-E	SURMWD	
	C.M.	C.M.	JEA-E-E		
	P.C.P.	P.C.P.	JEA-E-M		
	L.B.	L.B.			
	RADIUS	RADIUS			
	CENTRAL ANGLE	CENTRAL ANGLE			
	ARC LENGTH	ARC LENGTH			
	CHORD BEARING	CHORD BEARING			
	P.C.	P.C.			
	P.T.	P.T.			
	P.O.N.C.	P.O.N.C.			
	P.P.C.	P.P.C.			
	P.P.R.C.	P.P.R.C.			
	CT	CT			
	RIGHT OF WAY	RIGHT OF WAY			
	CENTLINE	CENTLINE			
	P.L.B.	P.L.B.			
	PLAT BOOK	PLAT BOOK			
	PAGE	PAGE			
	OFFICIAL RECORDS BOOK	OFFICIAL RECORDS BOOK			
	MATCHLINE	MATCHLINE			
	JEA ELECTRIC EASEMENT	JEA ELECTRIC EASEMENT			
	JEA EQUIPMENT EASEMENT	JEA EQUIPMENT EASEMENT			
	EASEMENT	EASEMENT			
	ST. JOHNS RIVER WATER	ST. JOHNS RIVER WATER			
	MANAGEMENT DISTRICT	MANAGEMENT DISTRICT			
	SHEET REFERENCE NUMBER	SHEET REFERENCE NUMBER			
	DENOTES UPLANDS WITHIN	DENOTES UPLANDS WITHIN			
	CONSERVATION EASEMENT	CONSERVATION EASEMENT			
	DENOTES WETLANDS WITHIN	DENOTES WETLANDS WITHIN			
	CONSERVATION EASEMENT	CONSERVATION EASEMENT			
	DENOTES SET P.R.M., 4"x4" C.M.	DENOTES SET P.R.M., 4"x4" C.M.			
	UNIFIED PLANS NOTED	UNIFIED PLANS NOTED			
	DENOTES P.C.P., STAMPED L.B. & R.	DENOTES P.C.P., STAMPED L.B. & R.			
	PERMANENT REFERENCE MONUMENT	PERMANENT REFERENCE MONUMENT			
	CONCRETE MONUMENT	CONCRETE MONUMENT			
	PERMANENT CONTROL POINT	PERMANENT CONTROL POINT			
	LICENSED BUSINESS	LICENSED BUSINESS			

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

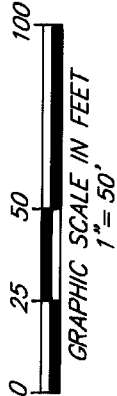
GREENLEAF LAKES PHASE 3
A PORTION OF SECTIONS 1 AND 2, TOWNSHIP 5 SOUTH,
RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

CURVE TABLE				
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING
C1	3785.00'	0°25'27"	28.02'	N83°36'13"E
C2	25.00'	89°15'28"	38.95'	N71°33'19"W
C10	3810.00'	123°7'05"	861.24'	S70°17'29"W
C11	3810.00'	4°09'35"	276.82'	S85°53'44"W
C12	3810.00'	8°47'30"	584.62'	S72°22'17"W
C43	25.00'	89°15'28"	38.95'	N22°36'16"E
C44	3835.00'	1°42'32"	114.38'	S86°22'44"W
C45	3835.00'	1°42'32"	114.38'	S84°04'12"E
C46	3785.00'	0°30'32"	33.61'	N84°04'12"E
C47	3785.00'	0°55'58"	61.63'	N84°47'28"E
C48	3785.00'	0°55'58"	61.63'	N85°43'26"E
C49	3785.00'	0°55'58"	61.63'	N86°39'24"E
C50	3785.00'	0°00'51"	0.94'	N87°07'49"E
C51	25.00'	89°15'28"	38.95'	S86°39'12"E
C52	3835.00'	1°43'25"	115.37'	S69°34'47"W
C53	3835.00'	0°34'54"	36.94'	S70°43'56"W
C54	3835.00'	0°35'40"	38.79'	S71°19'14"W
C55	3835.00'	0°35'40"	38.79'	S71°54'54"W
C64	25.00'	0°50'17"	0.37'	S86°23'41"W
C65	3785.00'	1°03'29"	69.90'	N89°20'34"E
C66	3785.00'	1°02'20"	68.63'	N70°23'28"E
C67	3785.00'	0°22'42"	25.00'	N71°06'00"E
C68	3785.00'	0°40'39"	44.75'	N71°37'41"E
C94	3645.00'	0°40'13"	42.63'	S71°37'54"W
C95	3645.00'	1°01'54"	65.63'	S70°23'16"W
C96	3645.00'	0°55'58"	59.35'	S69°21'22"W
C99	3645.00'	0°55'58"	59.35'	S65°39'24"W
C100	3645.00'	0°55'58"	59.35'	S65°43'26"W
C101	3645.00'	0°55'58"	59.35'	S64°47'28"W
C102	3645.00'	0°55'58"	59.35'	S63°51'29"W
C103	3645.00'	2°03'48"	131.27'	S69°52'19"W
C104	3645.00'	5°28'15"	348.03'	S74°01'55"W
C105	25.00'	90°50'17"	36.64'	S74°01'55"W
C106	25.00'	90°00'00"	36.27'	S22°58'32"W
C107	25.00'	89°08'12"	36.89'	S66°35'34"E
C108	25.00'	89°08'12"	36.89'	N22°32'38"E
C109	3825.00'	0°51'48"	54.63'	S68°24'26"W
C110	3825.00'	0°51'48"	54.63'	S67°32'38"W
C111	3825.00'	3°43'14"	235.36'	S65°15'07"W
C112	3645.00'	3°43'54"	237.40'	S65°15'27"W
C113	3825.00'	7°55'42"	501.61'	S72°48'11"W

LEGEND

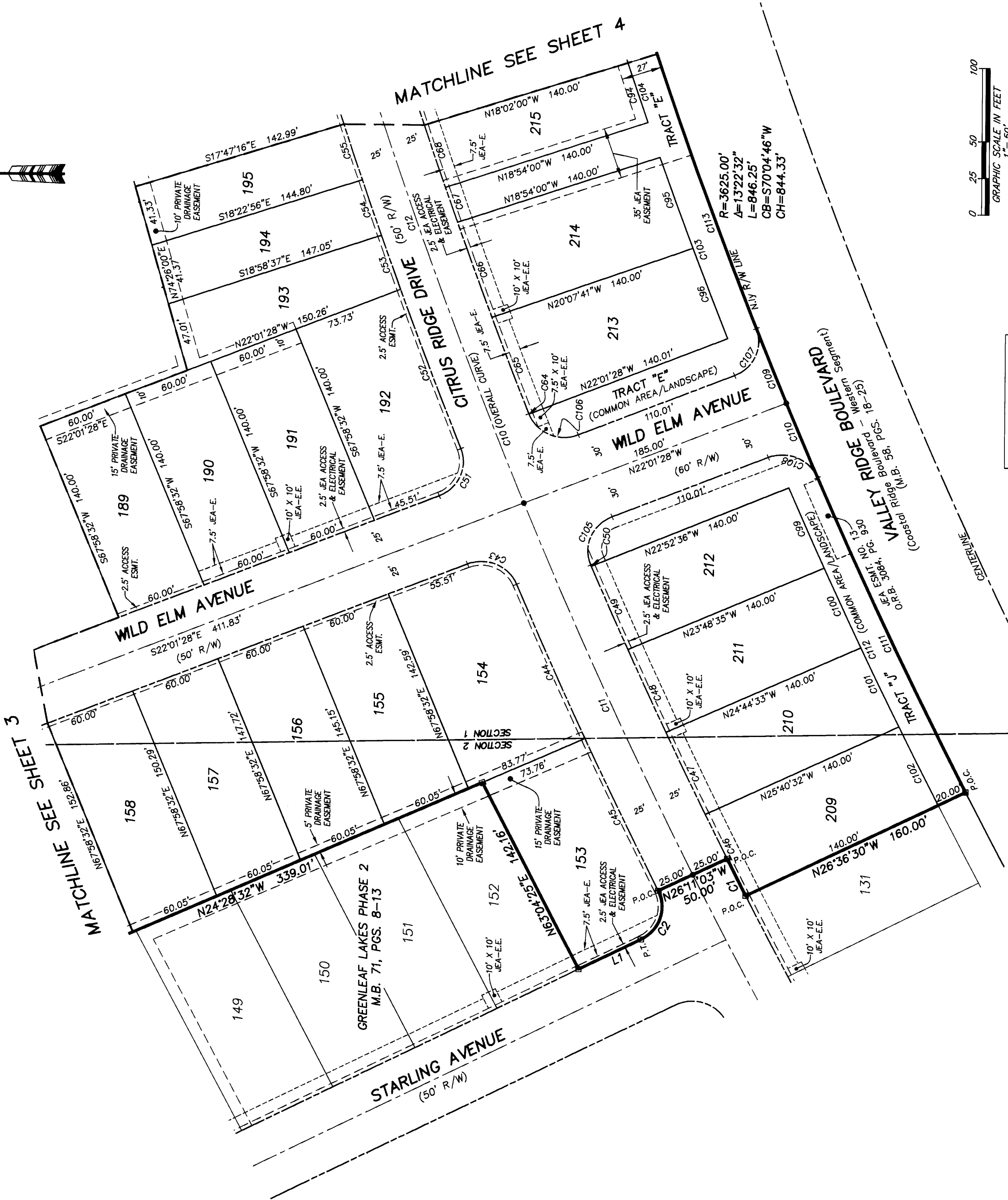
- DENOTES SET P.R.M., 4"x4" C.M.
- P.R.M.
- C.M.
- P.C.P.
- L.B.
- R
- L
- Δ
- CB
- CH
- P.T.
- P.C.
- P.C.C.
- P.R.C.
- C1
- L1
- R/W
- C/L
- M.B.
- P.B.
- C.R.B.
- MATCHLINE
- JEA-E
- JEA-E.E
- ESMT
- SURV
- ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
- SHEET REFERENCE NUMBER
- DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
- DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N28°55'35"W	45.51'



PREPARED BY:

ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3824



THIS DOCUMENT PREPARED BY AND RETURN TO:
SPENCER N. CUMMINGS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

**SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR GREENLEAF LAKES**

[GREENLEAF LAKES PHASE 3]

THIS SUPPLEMENTARY DECLARATION is made effective October 30, 2014, by **SANDY RIDGE NORTH, LLC**, a Florida limited liability company ("Developer"), having an address of 4310 Pablo Oaks Courts, Jacksonville, Florida 32224.

W I T N E S S E T H:

WHEREAS, Developer executed the Declaration of Covenants and Restrictions for Greenleaf Lakes, recorded in Official Records Book 3852, Page 1438 of the public records of St. Johns County, Florida, as amended and supplemented and as may be amended and supplemented (collectively, the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof; and

WHEREAS, the Developer wishes to subject additional lands to the Declaration pursuant to Section 3.2 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplementary Declaration and which are defined by the Declaration, shall have the same meanings as such terms are defined by the Declaration.
2. The Developer hereby declares that the land described on **Exhibit "A"** attached hereto is hereby added to the Property under the Declaration and such land 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 the same may be amended from time to time.
3. This Supplementary Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida. As specifically supplemented hereby, the Declaration shall remain in full force and effect. In the event of conflict between the terms and provisions of the Declaration and this Supplementary Declaration, this Supplementary Declaration shall control.

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration to be duly executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

SANDY RIDGE NORTH, LLC,
a Florida limited liability company

Tina E Miller
Tina E Miller
(Print Name)

John M White
John M White
(Print Name)

By: Jed V
Name: Jed V. Davis
Its: Vice President

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 29 day of October, 2014 by Jed V. Davis, the Vice President of **SANDY RIDGE NORTH, LLC**, a Florida limited liability company, on behalf of the company.

Tina E Miller
Print Name: Tina E Miller
NOTARY PUBLIC, State of Florida at Large
Commission #: _____
My Commission Expires: _____
Personally Known: ✓
or Produced I.D.: _____
[check one of the above]
Type of Identification Produced: _____

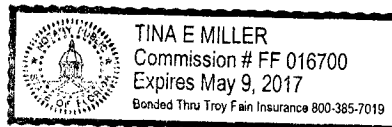


EXHIBIT A

ADDITIONAL PROPERTY

All lots and other land shown on the plat of Greenleaf Lakes Phase 3, recorded in Map Book 72, pages 52 through 56, inclusive, of the public records of St. Johns County, Florida.

THIS DOCUMENT PREPARED BY AND RETURN TO:
SPENCER N. CUMMINGS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

**SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR GREENLEAF LAKES**

[GREENLEAF LAKES PHASE 2]

THIS SUPPLEMENTARY DECLARATION is made effective May 29, 2014, by **SANDY RIDGE NORTH, LLC**, a Florida limited liability company ("Developer"), having an address of 4310 Pablo Oaks Courts, Jacksonville, Florida 32224.

WITNESSETH:

WHEREAS, Developer executed the Declaration of Covenants and Restrictions for Greenleaf Lakes, recorded in Official Records Book 3852, Page 1438 of the public records of St. Johns County, Florida, as amended and supplemented and as may be amended and supplemented (collectively, the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof; and

WHEREAS, the Developer wishes to subject additional lands to the Declaration pursuant to Section 3.2 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplementary Declaration and which are defined by the Declaration, shall have the same meanings as such terms are defined by the Declaration.
2. The Developer hereby declares that the land described on **Exhibit "A"** attached hereto is hereby added to the Property under the Declaration and such land 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 the same may be amended from time to time.
3. This Supplementary Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida. As specifically supplemented hereby, the Declaration shall remain in full force and effect. In the event of conflict between the terms and provisions of the Declaration and this Supplementary Declaration, this Supplementary Declaration shall control.

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration to be duly executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

SANDY RIDGE NORTH, LLC,
a Florida limited liability company

✓ Carling Portak
Carling Portak
(Print Name)

Tina E Miller
Tina E Miller
(Print Name)

By: Jed V. Davis
Name: Jed V. Davis
Its: Vice President

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 4 day of June, 2014 by Jed V. Davis, the Vice President of **SANDY RIDGE NORTH, LLC**, a Florida limited liability company, on behalf of the company.



Tina E Miller
Print Name: Tina E Miller
NOTARY PUBLIC, State of Florida at Large
Commission #: _____
My Commission Expires: _____
Personally Known: X
or Produced I.D.: _____
[check one of the above]
Type of Identification Produced: _____

EXHIBIT A

ADDITIONAL PROPERTY

All lots and other land shown on plat of Greenleaf Lakes Phase 2, recorded in Map Book 71, pages 8 through 13, inclusive, in the public records of St. Johns County, Florida.

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
GREENLEAF LAKES

THIS DOCUMENT PREPARED BY:

Spencer N. Cummings, Esq.
Gunster, Yoakley & Stewart, P.A.
225 Water Street, Suite 1750
Jacksonville, Florida 32202

INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
GREENLEAF LAKES

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 Owner
- Section 2.8 Property or Greenleaf Lakes
- Section 2.9 Residential Dwelling Unit
- Section 2.10 Surface Water or Stormwater Management System

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETIONS

- Section 3.1 No Implied Extension of Covenants
- Section 3.2 Additional Lands
- Section 3.3 Withdrawal of Lands

ARTICLE IV COMMON AREA RIGHTS

- Section 4.1 Conveyance of Common Area
- Section 4.2 Owners' Easement of Enjoyment
- Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area
- Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits
- Section 4.5 Easement for Maintenance, Access and Drainage Purposes

ARTICLE V ARCHITECTURAL CONTROL

- Section 5.1 Architectural Review and Approval
- Section 5.2 Review Procedures
- Section 5.3 Variance
- Section 5.4 Assignment
- Section 5.5 Limited Liability

ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

- Section 6.1 Creation of the Lien and Personal Obligation of Assessments
- Section 6.2 Purpose of Assessments
- Section 6.3 Calculation and Collection and Assessments
- Section 6.4 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association
- Section 6.5 Subordination of Lien to Mortgages
- Section 6.6 Developer's Assessments
- Section 6.7 Capitalization of Association
- Section 6.8 Area Assessments

ARTICLE VII UTILITY PROVISIONS

- Section 7.1 Water System
- Section 7.2 Sewage System
- Section 7.3 Solid Waste Recycling
- Section 7.4 Utility Services
- Section 7.5 Maintenance and Cost Sharing Obligations

ARTICLE VIII USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

- Section 8.1 Residential Use
- Section 8.2 No Detached Buildings
- Section 8.3 Setbacks
- Section 8.4 Easement Areas
- Section 8.5 Measurement of Setbacks
- Section 8.6 Landscaping
- Section 8.7 Motor Vehicles and Boats
- Section 8.8 Nuisances
- Section 8.9 Antenna
- Section 8.10 Lakes
- Section 8.11 Insurance and Casualty Damage
- Section 8.12 Trees
- Section 8.13 Artificial Vegetation
- Section 8.14 Signs
- Section 8.15 Lighting
- Section 8.16 Animals
- Section 8.17 Maintenance of Lots and Limited Common Areas
- Section 8.18 Fences
- Section 8.19 Maintenance of Driveways
- Section 8.20 Compliance with Laws
- Section 8.21 Platting and Additional Restrictions
- Section 8.22 Reservation of Rights to Release Restrictions
- Section 8.23 Easements for Ingress, Egress, Utilities and Drainage

Section 8.24	Drainage Flow
Section 8.25	Future Easements
Section 8.26	Cable Television, Radio or Other Communication Lines
Section 8.27	Easement for Maintenance Purposes
Section 8.28	Mailboxes
Section 8.29	Subdivision Development Activities of Developer
Section 8.30	Sidewalks

ARTICLE IX EXTERIOR MAINTENANCE ASSESSMENT

Section 9.1	Exterior Maintenance
Section 9.2	Assessments of Lots
Section 9.3	Access

ARTICLE X NOTICE OF PERMIT REQUIREMENTS OTHER MATTERS

Section 10.1	Jurisdictional Areas and Permits
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ARTICLE XI GENERAL PROVISIONS

Section 11.1	Developer's Reserved Rights re: Easements
Section 11.2	Remedies for Violations
Section 11.3	Severability
Section 11.4	Additional Restrictions
Section 11.5	Titles
Section 11.6	Termination or Amendment
Section 11.7	Enforcement by SJRWMD
Section 11.8	Conflict or Ambiguity in Documents
Section 11.9	Usage
Section 11.10	Effective Date
Section 11.11	Disclaimers as to Water Bodies
Section 11.12	Disclaimer of Liability of Association

- Exhibit A - Property
- Exhibit B - Articles of Incorporation
- Exhibit C - Bylaws

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
GREENLEAF LAKES

THIS DECLARATION is made this 4th day of March, 2014, by SANDY RIDGE NORTH, LLC, a Florida limited liability company (the "Developer"), which declares that the real property owned by the Developer, which is described on Exhibit A attached hereto and made a part hereof, 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, as such term is defined by Section 2.8 hereof, and shall be binding upon the Developer, the Association 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**. Greenleaf Lakes Homeowners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") attached hereto as Exhibit B, and Bylaws (the "Bylaws"), attached hereto as Exhibit C, of the Association make reference.

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 of the Owners by recording a Supplementary Declaration, pursuant to the terms of Section 4.3 hereof.

Section 2.4 **Developer.** Sandy Ridge North, LLC 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 Sandy Ridge North, LLC as the Developer of the Property is not intended and shall not be construed, to impose upon Sandy Ridge North, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Sandy Ridge North, LLC 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 forty (40) 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.** Each platted lot located within the Property which is designated by the Developer by recorded covenant or deed restriction, for single family residential use. No Lot shall include any portion of the Common Area owned in fee simple by the Association.

Section 2.7 **Owner.** The record owner or owners of any Lot.

Section 2.8 **Property or Greenleaf Lakes.** 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 2.9 **Residential Dwelling Unit.** Any improved portion of the Property located within a Lot and intended for use as a residential dwelling.

Section 2.10 **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within 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, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a 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 of any improvements constructed on any Lot, by becoming an Owner, 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, golf courses, 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 this 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.** With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. 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
COMMON AREA RIGHTS

Section 4.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, on or before the date which is one hundred twenty (120) days after the Developer shall no longer own any Lot, and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common

Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 4.2 **Owners' Easement of Enjoyment.** Each Owner shall have a nonexclusive, perpetual 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, and all applicable governmental restrictions;

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

(d) The right of the Association to charge reasonable admission charges for the use of specific portions of the Common Area by Owners and other parties;

(e) The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area;

(f) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's property or other privately owned portions of the Property.

Section 4.3 **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 4.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any portion of the Property, 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 4.3, 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 4.3, 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 4.4 **Maintenance of Common Area and Compliance with Applicable Permits.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. In addition, it is anticipated that the Association may maintain certain landscaping located within or adjacent to the right of way of certain off-site roadways. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. 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 system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. 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 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 4.5 **Easement for Maintenance, Access and Drainage Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at reasonable times and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the SJRWMD permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without prior written approval of the SJRWMD. 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 by the party exercising such rights.

ARTICLE V **ARCHITECTURAL CONTROL**

Section 5.1 **Architectural Review and Approval.** No landscaping, improvement or structure of any kind, including without limitation, any building, house, fence, wall, pool, spa, ornamental statute, flag pole, play structure, satellite dish, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, or upon the Common Area, 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 Developer or the Developer's designee. 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, as such term is hereafter defined, which may be imposed from time to time by the Developer. All plans and specifications submitted for review shall be evaluated for total effect and may be disapproved by the Developer solely for aesthetic reasons, in the Developer's sole and absolute discretion. No approval of plans and specifications for improvements constructed upon any Lot shall be construed to establish precedent or otherwise obligate the Developer to approve applications involving similar designs proposed for other Lots. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within ten (10) business 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 Developer to the Owner submitting same.

Section 5.2 **Review Procedures.** The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article V:

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to architectural review to be conducted by the Developer which shall be applicable to all or any portions of the Property (the "Architectural Criteria"). 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 of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article V. The Developer 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 Developer 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 V, any improvements or structures of any kind, 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.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article V.

(f) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by this Article V.

Section 5.3 **Variance.** The Developer, in its sole and absolute discretion, may (but shall not be obligated to) authorize variances from compliance with any architectural provisions of this Declaration or applicable Architectural Criteria when deemed appropriate by Developer, such as, without limitation, 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 and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is 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 is 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 affect 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 5.4 **Assignment**. The Developer reserves the right to assign its reserved rights under this Article V, in whole or in part, to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article V with respect to the rights assigned. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise all rights of architectural control that are assigned by the Developer to the Association and authorized by this Article V.

Section 5.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this Article V, the Developer, the ARB and the Association shall not be liable to any 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 VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 **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 and special assessments established and levied pursuant to the terms of this Declaration. 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 the 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 6.2 **Purpose of Assessments.**

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area (and to any other lands and improvements maintained by the Association), to fund the obligations of the Association set forth in Section 4.4, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures, and drainage easements. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, without limitation, the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management structures and improvements. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System.

(b) 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 any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Owners as provided in Section 6.3 hereof.

Section 6.3 **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 or any special assessment shall be based upon the following calculations:

(a) Owners of Lots shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, \$420.00 per Assessment Equivalent. From and after December 31, 2014, such amount may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Assessment Equivalent, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the ten percent (10%) limitation set forth in this Section 6.3. For purposes of determining the amount of any increase in annual assessments, the amount of any special assessment or Area Assessments (as such term is defined in Section 6.8 below) shall not be taken into account. The total amount of each special assessment shall be divided by the total Assessment Equivalents attributable to Property as of the date of authorization of such special assessment by the Board of Directors.

(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors pursuant to this Declaration shall be allocated among the Owners on the basis of one (1) Assessment Equivalent per Lot, provided however, if any Lots shall be combined, the Owner of such Lots shall pay annual and special assessments on the basis of one (1) Assessment Equivalent for each Residential Dwelling Unit located on such combined Lots.

(c) The assessment obligations of each Owner other than the Developer shall commence upon issuance of a Certificate of Occupancy for a completed residence located on such Lot to such Owner. Annual assessments shall be collectable in advance on a periodic basis as established by the Board of Directors from time to time. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

Section 6.4 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association.** 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 above 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 such 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. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

Section 6.5 **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 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. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Lot shall be added to the total budget for Common Expenses and shall be paid by all Owners including the mortgagee on a pro rata basis. No sale or other transfer shall relieve 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 6.6 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, 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 or special assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board pursuant to this Declaration (the "Operating Deficits"). The Developer shall be obligated to fund such Operating Deficits only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until the first to occur of (i) the date that the Developer shall no longer have the right to appoint a majority of the Board; or (ii) the date that the Developer shall notify the Association that it will no longer pay for Operating Deficits of the Association. Upon termination of the Developer's agreement to pay Operating Deficits, 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.

Section 6.7 **Capitalization of the Association.** In addition to the assessments to be paid pursuant to the provisions of this Article VI, upon acquisition of record title to a Lot from the Developer or any other party, each Owner acquiring such Lot (other than a builder acquiring a Lot to build a home thereon shall contribute to the capital of the Association in an amount equal to up to one-sixth (1/6) of the annual per Lot assessment levied by the Association pursuant to Section 6.2, as determined by the Board. This amount shall be collected at the closing of the purchase and sale of applicable Lot and shall be disbursed to the Association.

Section 6.8 **Area Assessments.** The Board of Directors may establish and levy annual and/or special assessments to fund specific services authorized by the Board from time to time which shall benefit only specific portions of the Property (the "Area Assessments"). The Area Assessments shall be levied against only those portions of the Property that receive the benefit of such services and shall be allocated among only the Owners of those Lots located within such portions of the Property, based upon the allocations established by Section 6.3 above. The boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 6.8 shall be determined by the Board in its sole discretion.

ARTICLE VII

UTILITY PROVISIONS

Section 7.1 **Water System.** The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of the Property owned by such Owners. No individual potable water supply system or well for consumptive or irrigation purposes shall be permitted on any Lot without the prior written consent of the Developer.

Section 7.2 **Sewage System.** The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the Property owned by such Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 7.3 **Solid Waste Recycling.** 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 7.4 **Utility Services.** It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, irrigation reuse water and any other utility services for service to the portions of the Property owned by such Owner.

Section 7.5 **Maintenance and Cost Sharing Obligations.** The Property is subject to the Drainage Easement Agreement recorded in Official Records Book 3788, page 1066 of the public records of St. Johns County, Florida, which establishes a drainage easement for the benefit of the Property and also obligates the Association to maintain the Surface Water or Stormwater Management System located on the Property in accordance with this Declaration.

ARTICLE VIII

USE RESTRICTIONS AND RIGHTS AND EASEMENTS

RESERVED BY DEVELOPER

Section 8.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property. 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 8.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 8.2 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 8.3 **Setbacks.** Front, rear and side building setbacks for all dwellings and related structures shall be as established by the Architectural Criteria.

Section 8.4 **Easement Areas.** No dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property.

Section 8.5 **Measurement of Setbacks.** All setbacks shall be measured in accordance with the Planned Unit Development Ordinance applicable to the Property.

Section 8.6 **Landscaping and Irrigation.** Landscaping and irrigation shall be installed on each Lot in accordance with the requirements of the Architectural Criteria.

Section 8.7 **Motor Vehicles and Boats.** No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to be totally isolated 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. Notwithstanding any provision of this Section 8.7 to the contrary, the Board of Directors shall have the authority to grant permission for the temporary parking of recreational vehicles on a case by case basis, provided that in no event shall any recreational vehicle be parked on any Lot for more than seven (7) consecutive days.

Section 8.8 **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 8.9 **Antenna.** The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Developer in accordance with Architectural Criteria imposed by the Developer or the Association from time to time.

Section 8.10 **Lakes.** The Developer and the Association shall have the right to pump or otherwise remove any water from any lake within the Property for the purpose of irrigation or

other use, or to place any refuse in such lake or lakes (no Owner of Lots). The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a 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, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 8.17 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 IX 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 lake adjacent to or nearby the Subdivision. 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 any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 8.11 **Insurance and Casualty Damages.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 8.12 **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 a Lot without the prior express written consent of the Developer.

Section 8.13 **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 Developer.

Section 8.14 **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 Developer.

Section 8.15 **Lighting**. No lighting shall be permitted which alters the residential character of the Subdivision.

Section 8.16 **Animals**. Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. 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. The Board shall have the right to adopt rules governing the ownership and maintenance of pets.

Section 8.17 **Maintenance of Lots and Limited Common Areas**. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or allowed to remain anywhere within a Lot or Limited Common Area. All Lots and all portions of the Property 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 Lot 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 IX hereof.

Section 8.18 **Fences**. Except as approved by the Developer pursuant to Article V hereof no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Subject to the foregoing, all Owners acknowledge that the Developer, the Tolomato Community Development District (the "Tolomato CDD"), and/or the Association has installed or may install and may repair, maintain, replace and remove fencing and/or walls in the Common Areas and/or along Lot boundaries, including, without limitation, a wall along the rear and/or side lot lines of Lots 125 – 131 and Lots 209 – 230 as such lot lines are shown on the Plat of the Property, and a fence along the rear and/or side lot lines of Lots 1 – 6, Lots 70 – 74, Lots 121 – 125, and Lots 212 and 213 as such lot lines are shown on such Plat. The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, a perpetual non-exclusive easement in, on, over and upon such portions of the Property as may be reasonably necessary for the purpose of installing, maintaining, repairing and removing such walls and fencing,

including, without limitation, the right to enter upon any portion of any Lot for such purpose. Each Owner of a Lot adjacent to such walls or fencing shall be responsible for maintaining, at its sole cost and expense, the portion of the side of such wall or fence facing the Owner's Lot in a neat and attractive condition, including, without limitation, such maintenance, repair, and replacement as may be required by the Association. The side of such wall or fence not facing a Lot shall be maintained by the Association or the Tolomato CDD. No Owner shall remove, alter, damage, destroy or otherwise interfere with any such wall or fence. As to any removal, alteration, damage, destruction or injury to such wall or fence caused by an Owner, or his/her family, guests, invitees, contractors or agents, such Owner shall reimburse the Association for the Association's hard and soft costs to repair such damage or injury, within 15 days of receipt of an invoice therefor.

Section 8.19 **Maintenance of Driveways.** Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 8.20 **Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with all zoning, environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property. Without limiting the generality of the foregoing, no approval granted pursuant to the provisions of this Declaration shall excuse any Owner from complying with any and all applicable zoning or land use laws.

Section 8.21 **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, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

Section 8.22 **Reservation of Right to Release Restrictions.** If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 8.23 **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 construct, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (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.

Section 8.24 **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 otherwise reserved in this Declaration. All Lots shall at all times be graded so as to comply with the Neighborhood Grading Plan approved by St. Johns County, Florida and all permits issued by the St. Johns River Water Management District.

Section 8.25 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by 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 8.26 **Cable Television, Radio or Other Communication Lines.** The Developer reserves for itself, and its successors and assigns, a perpetual, easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 8.26, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 8.27 **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 Common Areas, the maintenance of which may be required to be performed by the Developer or the Association.

Section 8.28 **Mailboxes.** A mailbox shall be constructed on each Lot in compliance with the applicable Architectural Criteria, and such mailbox shall constitute the sole location for the delivery of mail to the occupants of such Lot.

Section 8.29 **Subdivision Development Activities of Developer.** During the time that Developer shall be engaged in the construction of roadways, utilities and other infrastructure within the Property, Developer reserves the right to enter upon each Lot for the purpose of clearing trees and vegetation, and the excavation and filling of areas (including permitted jurisdictional wetlands) that in the judgment of the Developer need to be cleared and filled for the installation of utilities,

proper grading of right-of-way areas, or for aesthetic reasons. All areas to be disturbed on any Lot shall be filled with suitable fill material to an elevation equal to or higher than the existing grade. All work performed by the Developer or its contractors on all Lots pursuant to this Section 8.29 shall be performed in accordance with all applicable construction and environmental permits. The Developer shall indemnify, defend and hold harmless each Owner from and against any and all claims, liability or damages arising in connection with any clearing or filling activities conducted by the Developer on each such Owner's lot.

Section 8.30 **Sidewalks**. Any Owner of a Lot developing a Residential Dwelling Unit on such Lot shall construct any sidewalk on or in front of such Lot, in accordance with the subdivision construction plans submitted to and approved by St. Johns County. Such sidewalk shall be completed prior to the issuance of a certificate of occupancy for such Lot.

ARTICLE IX

EXTERIOR MAINTENANCE ASSESSMENT

Section 9.1 **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 twenty (20) 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 9.2 **Assessments of Costs**. The cost of any maintenance undertaken by the Association under the provisions of Section 9.1 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 VI hereof. 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 Article VI, and shall be subordinate to mortgage liens to the extent provided by Article VI.

Section 9.3 **Access**. For the purpose of performing the maintenance authorized by this Article IX, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 9.1, 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 X

NOTICE OF PERMIT REQUIREMENTS

Section 10.1 **Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF SAINT JOHNS RIVERWATER MANAGEMENT DISTRICT PERMIT NUMBER 40-109-87432-124, AS MAY

BE AMENDED (THE "PERMIT"). THE PERMIT IS 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 ANY OWNER VIOLATING ANY PROVISION OF THE PERMIT. THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SHALL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW OR IN EQUITY, THE PROVISIONS CONTAINED IN THE COVENANTS AND RESTRICTIONS WHICH RELATE TO THE MAINTENANCE, OPERATION AND REPAIR OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMIT AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMIT. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMIT 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 COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD, AS APPLICABLE.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 **Developer's Reserved Rights re: Easements.** Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 11.1, shall be dispositive for all purposes; provided nothing contained in this Section 11.1 shall authorize the Developer to take any action that would have a material and adverse affect on any improved portion of the Property.

Section 11.2 **Remedies for Violations.** 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. 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 maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. 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.

Section 11.3 **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 11.4 **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 11.5 **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 11.6 **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, 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 located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance

responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. 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. Any 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.

Section 11.7 **Enforcement by SJRWMD.** The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provision contained in this Declaration that relate to the maintenance, operation, and repair of the surface water or stormwater management system.

Section 11.8 **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 11.9 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 11.10 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 11.11 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, 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 AND NATURAL AREAS 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.

Section 11.12 **Disclaimer of Liability of Association.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(A) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(B) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, ANY LOCAL GOVERNMENT, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(C) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND

BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ALL PARTIES RELATED THERETO, ALL OF WHICH SHALL BE FULLY PROTECTED HEREBY.

[Signature on Following Page]

IN WITNESS WHEREOF, the Developer and the Association have caused this instrument to be executed under seal this 4th day of March, 2014.

Signed, sealed and delivered
in the presence of:

Tina E. Miller
Tina E. Miller
(Print Name)

HELEN S. LUNDQUIST
HELEN S. LUNDQUIST
(Print Name)

SANDY RIDGE NORTH, LLC,
a Florida limited liability company

By: Jed V. Davis
Jed V. Davis, its Vice President

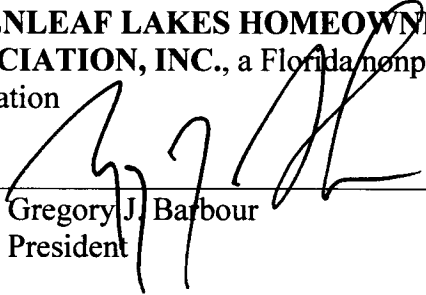
STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 4th day of March, 2014, by Jed V. Davis, as Vice President of **SANDY RIDGE NORTH, LLC**, a Florida limited liability company, on behalf of the company.

HELEN S. LUNDQUIST
Print: _____
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced



**GREENLEAF LAKES HOMEOWNERS
ASSOCIATION, INC.,** a Florida nonprofit
corporation

By: 
Name: Gregory J. Barbour
Its: President

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 4 day of March, 2014, by Gregory J. Barbour, as President of **GREENLEAF LAKES HOMEOWNERS ASSOCIATION, INC.,** a Florida nonprofit corporation, on behalf of the corporation.



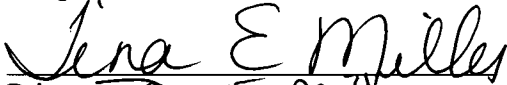

Print: Tina E Miller
NOTARY PUBLIC
State of Florida at Large
Commission # FF 016700
My Commission Expires: _____
Personally Known ☒ _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of Greenleaf Lakes Phase 1, recorded in Map Book 70, pages 51 – 56 (inclusive), of the public records of St. Johns County, Florida.

EXHIBIT B
ARTICLES OF INCORPORATION

(((H13000009260 3)))

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
HIGHLAND LAKES HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation
TO
CHANGE NAME TO
GREENLEAF LAKES HOMEOWNERS ASSOCIATION, INC.**

These Articles of Amendment to Articles of Incorporation of Highland Lakes Homeowners Association, Inc., are made effective as of January 9, 2013 (the "Effective Date"), by **HIGHLAND LAKES HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association") to change the Association's name from Highland Lakes Homeowners Association, Inc. to Greenleaf Lakes Homeowners Association, Inc.

R E C I T A L S :

A. The Association desires to amend its Articles of Incorporation (the "Articles") as more particularly described hereafter and these Articles of Amendment have been proposed by the Association's Board of Directors and were approved on the Effective Date by the affirmative vote of Members holding not less than a majority of the total votes allocated to the Members of the Association.

NOW THEREFORE, the Association hereby amends the Articles as follows:

1. All references in the Articles to "Highland Lakes Homeowners Association, Inc." are changed to "Greenleaf Lakes Homeowners Association, Inc."
2. All references in the Articles to "Highland Lakes" are changed to "Greenleaf Lakes".
3. Except as specifically amended hereby, the Articles otherwise shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed these Articles of Amendment to Articles of Incorporation effective the date first above written.

**HIGHLAND LAKES HOMEOWNERS
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

By: _____

Gregory J. Barbour, as President

(((H10000107112 3)))

**ARTICLES OF INCORPORATION
OF
HIGHLAND LAKES HOMEOWNERS ASSOCIATION, INC.
(a corporation not-for-profit)**

I. NAME AND DEFINITIONS.

The name of this corporation shall be Highland Lakes 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 Highland Lakes to be recorded in the 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 4314 Pablo Oaks Court, Jacksonville, Florida 32224, 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 the real property subject to the terms and provision of the Declaration.

B. To own, maintain, repair and replace the Common Area, including without limitation the structures, landscaping and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with all permits issued by the St. Johns River Water Management District and the United States Army Corps of Engineers, and all laws and regulations pertaining thereto, and in the enforcement of the Declaration of Covenants and Restrictions for Highland Lakes which relate to the Surface Water or Stormwater Management System.

D. 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.

E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, 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.

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F. To operate without profit for the sole and exclusive benefit of its Members.

G. 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 (including without limitation contracts for services to provide for operation and routine custodial maintenance of the Surface Water or Stormwater Management System); 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. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.

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

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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, each Sub-association, and each Owner who is not a member of a Sub-association.

VI. **VOTING AND ASSESSMENTS.**

A. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to the number of votes in the Association computed as follows:

1. The Members, other than the Developer, who are Owners shall have one (1) vote for each Lot owned by them. The votes of Members who are Owners shall be exercised directly by such Owners or their authorized representatives.

2. The Developer shall have the number of votes equal to the number of votes allocated to the Members other than the Developer, plus one (1) vote. The Developer shall have such voting rights until the first to occur of: (i) three (3) months after ninety percent (90%) of the Lots have been conveyed to Members other than builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale, or (ii) such earlier date as the Developer may elect to terminate such voting rights by notice to the Association. Thereafter, the Developer shall have one (1) vote for each Lot owned by the Developer.

B. When an Owner who is a Member is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. The votes allocated to any Subassociation or Owner pursuant to these Articles, cannot be divided for any issue and must be voted as a whole, except where otherwise required 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 the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto. Any Member who is delinquent

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in the payment of assessments due the Association shall be deemed to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. Directors need not be Members of the Association and need not be residents of the State of Florida. The initial members of the Board of Directors shall be appointed by the Developer. Members other than the Developer shall be entitled to elect at least a majority of the Board of Directors three (3) months after 90 percent (90%) of the parcels in all phases of Highland Lakes have been conveyed to Members other than builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale.

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors, the terms of office of the elected Directors shall be established at one (1) year. 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:

Gregory J. Barbour
4314 Pablo Oaks Court
Jacksonville, Florida 32224

Richard T. Ray
4314 Pablo Oaks Court
Jacksonville, Florida 32224

Richard H. O'Steen
4314 Pablo Oaks Court
Jacksonville, Florida 32224

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:

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President	Gregory J. Barbour
Vice President	Richard H. O'Steen
Treasurer/Secretary	Richard T. Ray

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:

Gregory J. Barbour
4314 Pablo Oaks Court
Jacksonville, Florida 32224

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

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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.

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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 the event of termination, dissolution, merger, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity that would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution, merger, or liquidation. Further, such termination, dissolution, merger, or liquidation shall require the approval of the Army Corps of Engineers.

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.

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IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 28th
day of April, 2010.

Signed, sealed and delivered
in the presence of:

Lauren E. Owens
Lauren E. Owens
(Print Name)
Lauren E. Owens
(Print Name)

Gregory J. Barbour
Incorporator

STATE OF Florida }
COUNTY OF Duval } SS

The foregoing instrument was acknowledged before me this 28 day of
April, 2010, by Gregory J. Barbour, the Incorporator of **HIGHLAND LAKES
HOMEOWNERS ASSOCIATION, INC.**, a corporation, not-for-profit, on behalf of the
corporation.

Lauren E. Owens
(Print Name)
NOTARY PUBLIC
State of Florida at Large
Commission #:
My Commission Expires:
Personally Known
or Produced I.D.
[check one of the above]
Type of Identification Produced



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

HIGHLAND LAKES HOMEOWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 4314 PABLO OAKS COURT, JACKSONVILLE, FLORIDA 32224, HAS NAMED GREGORY J. BARBOUR, WHOSE ADDRESS IS 4314 PABLO OAKS COURT, JACKSONVILLE, FLORIDA 32224, 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.

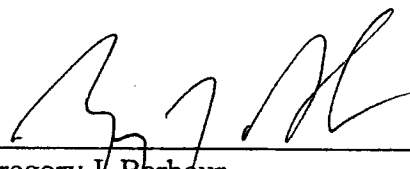
**HIGHLAND LAKES HOMEOWNERS
ASSOCIATION, INC.**

By: 

Gregory J. Barbour
Incorporator

Dated: 4-28, 2010

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.


Gregory J. Barbour
Registered AgentDated: 4-28, 2010

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EXHIBIT C

BYLAWS

AMENDED AND RESTATED
BYLAWS
OF
GREENLEAF LAKES HOMEOWNERS ASSOCIATION, INC.
(f/k/a Highland Lakes Homeowners Association, Inc.)

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Greenleaf Lakes ("Declaration") to be recorded in the public records of St. Johns County, Florida, and in the Articles of Incorporation of Highland Lakes Homeowners Association, Inc., as amended, 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 Greenleaf Lakes Homeowners Association, Inc. ("Association") shall be at 4314 Pablo Oaks Court, Jacksonville, Florida 32224, 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 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 such Owner 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 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 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:

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

(ii) 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

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

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held 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 meeting 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 fourteen (14) 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. 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 or by proxy 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:

Greenleaf Lakes Homeowners Association, Inc., not for profit, 2010.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of St. Johns County, Florida.

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 Greenleaf Lakes Homeowners Association, Inc., a Florida corporation not-for-profit, effective January 10, 2013.

By: _____

Gregory J. Barbour
President

BYLAWS
OF
HIGHLAND LAKES HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Highland Lakes ("Declaration") to be recorded in the public records of St. Johns County, Florida, and in the Articles of Incorporation of Highland Lakes Homeowners Association, Inc., 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 Highland Lakes Homeowners Association, Inc. ("Association") shall be at 4314 Pablo Oaks Court, Jacksonville, Florida 32224, 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 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 such Owner 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 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 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:

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

(ii) 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

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

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held 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 meeting 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 fourteen (14) 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. 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 or by proxy 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:

Highland Lakes Homeowners Association, Inc., not for profit, 2010.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of St. Johns County, Florida.

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.

PREPARED BY AND RETURN TO:
SPENCER N. CUMMINGS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

Doc # 2010222655, OR BK 15375 Page 1914,
Number Pages: 4
Recorded 09/23/2010 at 01:47 PM,
JIM FULLER CLERK CIRCUIT COURT DUVAL
COUNTY
RECORDING \$35.50

FIRST AMENDMENT TO DECLARATION

[NOCATEE / SANDY RIDGE]

THIS FIRST AMENDMENT ("First Amendment") is made effective this 22nd day of September, 2010, by **SONOC COMPANY, LLC**, a Delaware limited liability company ("Seller") and **SANDY RIDGE NORTH, LLC**, a Florida limited liability company ("Buyer").

RECITALS:

A. The parties hereto entered into that certain Declaration recorded in Official Records Book 3322, page 1493 of the public records of St. Johns County, Florida, and in Official Records Book 15272, Page 2048 of the public records of Duval County, Florida (the "Declaration").

B. The parties hereto wish to amend the Declaration as more particularly set forth herein.

NOW THEREFORE, the parties hereby amend the Declaration as follows:

1. The following is added to the Declaration as Section 9:

9. **Restrictive Covenant.** Without the prior written consent of Seller, in no event shall the Property or part thereof be used for a Primary Care Medical Facility (as defined below) if (i) the Property is managed, owned or leased by any of the Organizations (defined below) or; (ii) a physician practicing at the Primary Care Medical Facility is either an employee of an Organization or receives financial support (as described below) from an Organization. As used herein, a "Primary Care Medical Facility" shall mean a medical practice of a size comparable to Baptist primary care medical facilities in the Jacksonville, Florida area, focusing primarily on outpatient primary care medical services (being family medicine, internal medicine and/or pediatrics) for both adults and children. The "Organizations" are: Mayo Clinic, Humana, HCA, St. Vincent's Medical Center, St. Luke's Hospital, Ascension Health, Shands Medical Center, University of Florida,

Flagler Hospital and Nemours, and any of their subsidiaries or affiliates (being any entity controlled by, controlling or under common control with the entity in question, with "control" requiring ownership of 50% or more of the ownership interests in question and the actual ability to control the management of the entity in question) or successors. As used herein, "financial support" to a physician shall mean a loan or remuneration by an Organization to a physician (or an affiliated corporate entity) to finance or fund the purchase or lease of the Property and/or improvements thereon to be used as a Primary Care Medical Facility, or a loan or remuneration by an Organization to a physician (or an affiliated corporate entity) within the first two (2) years of the physician commencing practice at the Primary Care Medical Facility; provided, however, that "financial support" shall not include payments by an Organization to a physician for services provided by such physician at a location other than the Property, including, without limitation, payments to a physician for "moonlighting" at a hospital owned or operated by an Organization, or so-called physician services contracts whereby an Organization pays a physician to "take call" or provide other services at a hospital owned or operated by an Organization, provided that in each event the payments to the physician for his or her services are not above a reasonable range of fair market value.

2. As specifically amended hereby, all of the terms and provisions of the Declaration shall remain in full force and effect.

{This Space Intentionally Left Blank}

IN WITNESS WHEREOF, the parties have executed and delivered this First Amendment as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

SONOC COMPANY, LLC,
a Delaware limited liability company

(Print Name LORI A. GODDARD)

By: Harry D. Francis
Harry D. Francis
Vice President

(Print Name Scott A. Oke)

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15 day September, 2010 by Harry D. Francis, the Vice President of **SONOC COMPANY, LLC**, on behalf of the company.



(Print Name LORI A. GODDARD)

NOTARY PUBLIC

State of Florida at Large

Commission # DD960886

My Commission Expires: 4-27-2014

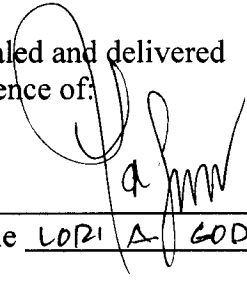
Personally known ✓ or


Produced I.D. _____

[Check one of the above]


Type of Identification Produced _____

Signed, sealed and delivered
in the presence of:


(Print Name LORI A. GODDARD)


(Print Name Scott A. Oke)

SANDY RIDGE NORTH, LLC,
a Florida limited liability company

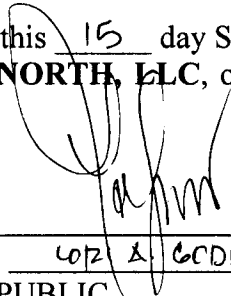
By: 
Harry D. Francis
Vice President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15 day September, 2010
by Harry D. Francis, the Vice President of **SANDY RIDGE NORTH, LLC**, on behalf of the
company.




Print Name LORI A. GODDARD
NOTARY PUBLIC
State of Florida at Large
Commission # DD 960886
My Commission Expires: 4.27.2014
Personally known X or
Produced I.D. _____
[Check one of the above]
Type of Identification Produced _____

PREPARED BY:
SPENCER N. CUMMINGS, ESQ.

AFTER RECORDING, RETURN TO:
GLENN THOMPSON, SENIOR PARALEGAL
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

DECLARATION

[NOCATEE / SANDY RIDGE]

THIS DECLARATION ("Declaration") is made and executed as of the 1st day of June, 2010, by **SONOC COMPANY, LLC**, a Delaware limited liability company ("Seller"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, and **SANDY RIDGE NORTH, LLC**, a Florida limited liability company, and its successors and assigns as owners of the Property ("Buyer"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224.

WITNESSETH:

WHEREAS, on the date hereof, Seller has sold Buyer that certain real property more particularly described on the attached **Exhibit "A"** (the "Property"), which is located in the planned community commonly known as Nocatee (the "Planned Community").

WHEREAS, Seller and Buyer desire to enter into this Declaration to set forth certain agreements of Seller and Buyer with respect to the Property.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto hereby agree to the following terms and conditions which shall run with title to the Property:

1. **Impact Fees**. Buyer acknowledges that the improvements to be constructed on the Property are subject to a variety of impact fees (including without limitation, impact fees for transportation, schools, parks and public capital facilities) (the "County Impact Fees") imposed by St. Johns County, Florida (the "County"). The County Impact Fees are due and payable to the County prior to issuance by the County of a certificate of occupancy for improvements constructed upon the Property. In consideration of Seller's and the Tolomato Community Development District's (the "Tolomato CDD") donation of certain real property to the County and/or construction of certain improvements dedicated to the County, Seller and the Tolomato CDD have received and may receive additional certain County Impact Fee credits from the County. These County Impact Fee credits are transferable to other owners and developers of real property within the Planned Community. As a result, the County has established, or will establish, County Impact Fee accounts on behalf of the Seller and/or the Tolomato CDD against which the Seller or the Tolomato CDD or their assigns may draw when constructing new improvements in the Planned Community in lieu of the payment of certain County Impact Fees to the County.

Prior to applying for a building permit for construction of any improvements upon any portion of the Property, Buyer shall provide Seller notice of its intention to apply for a building permit. The Buyer's notice shall include a general description and the approximate square footage of such

improvements. In addition, Buyer shall notify the County at the time of application for a building permit of its intent to use a County Impact Fee voucher from the Seller and the Tolomato CDD.

Buyer shall, upon application for a building permit from the County, purchase such County Impact Fee credits from Seller and the Tolomato CDD (and not the County) and Seller and the Tolomato CDD shall assign such County Impact Fee credits to Buyer by use of a voucher approved by the County. Buyer shall pay Seller and the Tolomato CDD for the County Impact Fee credits on a dollar for dollar basis. Should Buyer fail to purchase Impact Fee Credits from Seller or the Tolomato CDD and rather pay any applicable County Impact Fee to the County, Buyer shall remain obligated to pay Seller and the Tolomato CDD the value of the Impact Fees applicable to the improvements to the Property which Seller and the Tolomato CDD held available at the time electrical energization was approved for such improvements.

Buyer will also cooperate with Seller and the Tolomato CDD to allow Seller and the Tolomato CDD to receive the benefit of County Impact Fee credits to the extent the procedures provided for in this Section shall be modified or expanded by the County so long as the amount of Impact Fees to be paid by Buyer shall remain consistent with St. Johns County Ordinances applicable on a uniform basis.

To the extent Seller and the Tolomato CDD shall each have impact fee credits for the same category of impact fees from time to time, payments shall be apportioned between them for such credits as directed by Seller.

2. **Permits.** The parties acknowledge that the improvements to be constructed upon the Property are subject to certain conditions and requirements contained in the Nocatee Development Order as approved by St. Johns County Resolution No. 2001-30 (the "DRI") and St. Johns County Planned Unit Development Ordinance No. 2002-46, (the "PUD") and St. Johns River Water Management District ("District") Permit No. 4-031-87432-1 (the "Conceptual Permit") and Army Corp of Engineers ("ACOE") Permit No. SAJ-2003-1267-MRE, all as amended and as may be amended, collectively referred to below as the "Permits." Buyer shall comply with all applicable provisions of the Permits, as well as all other permits and approvals obtained or to be obtained in connection with development of the Property. Buyer shall hold harmless and indemnify Seller from loss, cost, damage or expense incurred by Seller and arising as a result of a violation by Buyer of the requirements of the Permits.

3. **PUD Deed Restrictions.** Buyer agrees with Seller that all development within the Property shall comply with the development criteria prepared by Seller pursuant to the PUD and attached hereto as **Exhibit "B"**.

4. **Disclosure and Release Agreement.** Buyer shall require all retail end-user purchasers of residential lots to execute and deliver Seller's standard disclosure and release document concurrently with the closing on such lot, which shall be forwarded by Buyer to Seller as soon as reasonably possible after such closing. After a lot has been sold to a retail purchaser, the terms and provisions of this Section 4 shall no longer apply to any subsequent sales of such lot.

5. **Comcast Agreement.** Buyer acknowledges that Seller has entered into that certain Installation and Services Agreement with Comcast of Greater Florida / Georgia, Inc. ("Comcast") dated June 2, 2006 (the "Comcast Agreement") and that development of the Property by Buyer shall comply with the terms of the Comcast Agreement. Without limitation of the foregoing, Buyer agrees

to the provisions set forth on **Exhibit "C"**. The terms of this Section 5 and Exhibit "C" shall terminate upon the expiration or earlier termination of the Comcast Agreement.

6. **CDD Proxies.** Buyer and its successors and assigns (except owners of improved residential lots) shall provide Seller with an irrevocable landowner voting proxy, to vote at landowner meetings of the Tolomato CDD, the Tolomato CDD landowner votes as to any portion of the Property owned by Buyer or its successors or assigns. After a platted lot has been sold to a retail purchaser, this Section 6 shall be of no further force and effect with respect to such lot.

7. **Easement Reservation.** Seller hereby reserves, and Buyer hereby grants to Seller and its officers, employees, agents, invitees, contractors and subcontractors, and successors and assigns, perpetual non-exclusive easements over, under, through and across the Property for access to, use of, and installation and maintenance of stormwater improvements and utility lines and equipment, including but not limited to water, sewer, reuse, electric, gas, cable television, telephone, telecommunications lines and equipment; provided, however, that the location of all such improvements and equipment shall be approved by Buyer in writing prior to any installation thereof and the party installing such improvements shall provide Buyer with as-built surveys showing the location of such improvements and equipment upon completion of such improvements and equipment. Buyer agrees to grant any of the foregoing easements contemplated in this Section 7 directly to the service provider upon request of Seller or such service provider. In addition, Seller hereby reserves and Buyer hereby grants to Seller, for the benefit of that land retained by Seller as the "less and except" land described on Exhibit "A" attached hereto (the "Benefited Property"), a perpetual non-exclusive easement over the Property, for ingress and egress to and from the Benefited Property (which easement for the benefit of the Benefited Property shall automatically terminate at such time as the Benefited Property is provided with legal access to the Benefited Property via another specific access easement and/or public right-of-way). This Section 7 shall automatically terminate as to any platted lots within the Property, automatically upon the recording of the plat in the public records showing such lots, and shall also automatically terminate as to any portion of the Property which is subject to a conservation easement, automatically upon the recording of such conservation easement.

8. **Miscellaneous.** This Declaration may be terminated in whole or in part with respect to the Property by a written recorded instrument executed by Seller, or its successors or assigns. The parties hereto shall have all remedies available at law or in equity as to any default by any other party to this Declaration. This Declaration shall run with title to the Property and each portion thereof. Amendments to this Declaration may be made only by an instrument in writing which is executed by Seller and its successors and assigns and the then-current owners of the Property whose lands are affected by such amendment; provided, however, that as to any platted lots located within the Property which are subject to a homeowner's association, the homeowner's association with jurisdiction over such lots shall have the authority to enter into amendments on behalf of the owners of such platted lots, and the consent of such lot owners shall not be required. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable. This Declaration constitutes an agreement between Seller and Buyer as to all provisions contained herein and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, this Declaration is not intended nor shall it be construed to create any rights or remedies as to third parties.

IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: LORI A. GODDARD

Print Name: Gail L. McBrory

SELLER:

SONOC COMPANY, LLC
a Delaware limited liability company

By: Harry D. Francis
Name: HARRY D. FRANCIS
Its: VICE PRESIDENT

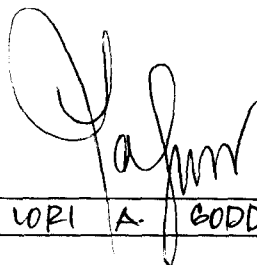
CORPORATE SEAL

STATE OF FLORIDA)
COUNTY OF DUVAL)SS

The foregoing instrument was acknowledged before me this 19 day of May, 2010, by HARRY D. FRANCIS, the VICE PRESIDENT of **SONOC COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.



(Print Name LORI A. GODDARD)
NOTARY PUBLIC
State of Florida at Large
Commission # DD960896
My Commission Expires: 4-27-2014
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

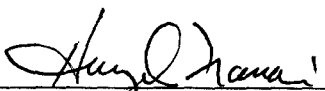


Print Name: LORI A. GODDARD

Print Name: Gail L. McGarry

BUYER:

SANDY RIDGE NORTH, LLC,
a Florida limited liability company

By: 
Name: HARRY D. FRANCIS
Its: VICE PRESIDENT

CORPORATE SEAL

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 19 day of May, 2010, by HARRY D. FRANCIS, the VICE PRESIDENT of **SANDY RIDGE NORTH, LLC**, a Florida limited liability company, on behalf of the company.



(Print Name LORI A. GODDARD)
NOTARY PUBLIC
State of Florida at Large
Commission # DD960886
My Commission Expires: 4.27.2014
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT "A"

Property



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 Old St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

May 3, 2010
Nocatee
Page 1 of 5

Work Order No. 10-061.00
File No. 121A-10.00A

Sandy Ridge Village

A portion of Sections 35 and 36, Township 4 South, Range 28 East, Duval County, Florida, together with a portion of Sections 1, 2, and 3, Township 5 South, Range 28 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 9494, page 905 of the current Public Records of said Duval county, and Official Records Book 1462, page 667 of the Public Records of said St. Johns County, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 1, thence South $01^{\circ}10'10''$ East, along the Westerly line of said Section 1, a distance of 285.33 feet; thence South $42^{\circ}00'00''$ East, departing said Westerly line, 749.56 feet; thence South $80^{\circ}00'00''$ East, 400.00 feet, thence South $40^{\circ}00'00''$ East, 576.34 feet to a point lying on the Northwesterly right of way line of Valley Ridge Boulevard, a variable width right of way as presently established, said point also being a point on a curve; thence along said Northwesterly right of way line the following twelve (12) courses: Course 1, thence Southwesterly along the arc of curve concave Northwesterly having a radius of 1475.00 feet, through a central angle of $09^{\circ}17'16''$, an arc length of 239.10 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $72^{\circ}07'24''$ West, 238.84 feet; Course 2, thence South $76^{\circ}46'02''$ West, 261.30 feet to the point of curvature of a curve concave Southeasterly, having a radius of 3625.00 feet; Course 3, thence Southwesterly, along the arc of said curve, through a central angle of $20^{\circ}24'42''$, an arc length of 1291.41 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $66^{\circ}33'41''$ West, 1284.59 feet; Course 4, thence South $69^{\circ}25'32''$ West, 51.53 feet to a point on a curve concave Southeasterly, having a radius of 3637.00 feet; Course 5, thence Southwesterly, along the arc of said curve, through a central angle of $04^{\circ}02'27''$, an arc length of 256.51 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $53^{\circ}32'39''$ West, 256.46 feet; Course 6, thence North $84^{\circ}28'50''$ West, 50.12 feet; Course 7, thence North $40^{\circ}12'33''$ West, 61.24 feet; Course 8, thence South $49^{\circ}47'27''$ West, 150.00 feet; Course 9, thence South $40^{\circ}12'33''$ East, 73.24 feet; Course 10, thence South $04^{\circ}03'35''$ West, 50.13 feet to a point on a curve concave Southeasterly, having a radius of 3625.00 feet; Course 11, thence Southwesterly, along the arc of said curve, through a central angle of $05^{\circ}06'01''$, an arc length of 322.69 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $45^{\circ}30'07''$ West, 322.58 feet; Course 12, thence South $42^{\circ}57'06''$ West, 24.73 feet to a point lying on the proposed Northwesterly right of way line of County Road 210, a variable width right of way per Florida Department of Transportation Map, Section 78020; thence along said proposed Northwesterly right of way line the following twenty four (24) courses: Course 1, thence North

May 3, 2010
 Nocatee
 Page 2 of 5

Work Order No. 10-061.00
 File No. 121A-10.00A

Sandy Ridge Village contd.

47°26'21" West, departing said Northwesternly right of way line of Valley Ridge Boulevard, 30.00 feet, Course 2, thence South 42°33'39" West, 207.46 feet to the point of curvature of a curve concave Northwesternly having a radius of 8485.00 feet, Course 3, thence Southwesterly along the arc of said curve, through a central angle of 09°23'46", an arc length of 1391.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 47°15'32" West, 1389.93 feet; Course 4, thence North 38°02'34" West, 10.00 feet to a point on a curve concave Northwesternly having a radius of 8475.00 feet; Course 5, thence Southwesterly along the arc of said curve, through a central angle of 00°21'37", an arc length of 53.28 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 52°08'14" West, 53.28 feet; Course 6, thence South 37°40'58" East, 10.00 feet to a point on a curve concave Northwesternly, having a radius of 8485.00 feet; Course 7, thence Southwesterly along the arc of said curve, through a central angle of 04°22'08", an arc length of 647.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 54°30'06" West, 646.84 feet; Course 8, thence North 33°18'50" West, 28.00 feet to a point on a curve concave Northwesternly having a radius of 8457.00 feet; Course 9, thence Southwesterly along the arc of said curve, through a central angle of 00°16'48", an arc length of 41.33 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 56°49'34" West, 41.33 feet; Course 10, thence South 56°57'58" West, 12.03 feet; Course 11, thence South 33°02'02" East, 28.00 feet; Course 12, thence South 59°11'09" West, 129.10 feet; Course 13, thence South 56°57'58" West, 112.41 feet; Course 14, thence North 33°02'02" West, 88.00 feet; Course 15, thence North 52°21'22" West, 66.18 feet; Course 16, thence South 82°38'38" West, 86.66 feet; Course 17, thence South 56°57'58" West, 287.54 feet; Course 18, thence South 28°21'22" East, 89.94 feet; Course 19, thence South 16°30'03" East, 43.56 feet; Course 20, thence South 12°09'17" East, 29.74 feet; Course 21, thence South 60°57'58" West, 207.08 feet to the point of curvature of a curve concave Northerly having a radius of 496.00 feet; Course 22, thence Westerly along the arc of said curve, through a central angle 47°38'40", an arc length of 412.45 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 84°47'18" West, 400.67 feet; Course 23, thence North 71°23'22" West, 153.60 feet to the point of curvature of a curve concave Southerly having a radius of 459.00 feet; Course 24, thence Northwesternly along the arc of said curve, through a central angle of 05°30'29", an arc length of 44.13 feet to a point on said curve, said point lying on the Easterly right of way line of Old Dixie Highway, 50 foot right of way as presently established, said arc being subtended by a chord bearing and distance of North 74°08'38" West, 44.11 feet; thence along said Easterly right of way line the following 3 courses: Course 1, thence North 39°51'39" West, departing said proposed Northwesternly right of way line, 87.20 feet; Course 2, thence North 23°53'23" West, 1470.36 feet; Course 3, thence North 23°06'23" West, 409.90 feet to a point lying on the Easterly prolongation of the Northerly line of those lands described and recorded in Official Records Book 3011, page 469 of the Public Records of said St. Johns County; thence South 89°15'41" West, departing said Easterly right of way line, along said Easterly prolongation and said Northerly line, a distance of 499.59 feet to a point lying on the

May 3, 2010
 Nocatee
 Page 3 of 5

Work Order No. 10-061.00
 File No. 121A-10.00A

Sandy Ridge Village contd.

Southeasterly line of those lands described and recorded in Official Records Book 3156, page 1753, of said Public Records of St. Johns County, also being described and recorded in Official Records Book 14763, page 157 of the current Public Records of said Duval County, said point also being a point on a curve; thence along the Southeasterly line of last said Official Records the following ten (10) courses; Course 1, thence Northeasterly, departing said Northerly line and long the arc of said curve concave Northwesterly, having a radius of 1318.00 feet, through a central angle of $40^{\circ}22'10''$, an arc length of 928.63 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $38^{\circ}39'17''$ East, 909.55 feet; Course 2, thence North $18^{\circ}28'12''$ East, 207.68 feet to the point of curvature of a curve concave Southeasterly, having a radius of 1106.00 feet; Course 3, thence Northeasterly, along the arc of said curve, through a central angle of $20^{\circ}39'50''$, an arc length of 398.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $28^{\circ}48'07''$ East, 396.72 feet; Course 4, thence North $39^{\circ}08'02''$ East, 502.25 feet; Course 5, thence North $36^{\circ}23'09''$ East, 250.29 feet; Course 6, thence North $39^{\circ}08'02''$ East, 396.13 feet to a point on a curve concave Southeasterly, having a radius of 911.08 feet; Course 7, thence Northeasterly, along the arc of said curve, through a central angle of $29^{\circ}49'31''$, an arc length of 474.26 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $51^{\circ}10'44''$ East, 468.93 feet; Course 8, thence North $67^{\circ}58'21''$ East, 1345.77 feet to the point of curvature of a curve concave Northwesterly, having a radius of 17175.00 feet; Course 9, thence Northeasterly, along the arc of said curve, through a central angle of $03^{\circ}24'27''$, an arc length of 1021.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $66^{\circ}16'08''$ East, 1021.27 feet; Course 10, thence North $64^{\circ}33'55''$ East, 507.94 feet; thence South $47^{\circ}14'04''$ East, departing said Southeasterly line, 1295.24 feet to the Point of Beginning.

Less and except the following described lands:

A portion of Section 35, Township 4 South, Range 28 East, Duval County, Florida, together with a portion of Section 2, Township 5 South, Range 28 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 9494, page 905 of the current Public Records of said Duval County, together with a portion of those lands described and recorded in Official Records Book 1462, page 667 of the Public Records of said St. Johns County, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 35 and 36, said Township 4 South, Range 28 East, and Sections 1 and 2, said Township 5 South, Range 28 East, thence South $89^{\circ}38'09''$ West, along the Northerly line of said Section 2, a distance of 1435.98 feet to the Point of Beginning.

May 3, 2010
 Nocatee
 Page 4 of 5

Work Order No. 10-061.00
 File No. 121A-10.00A

Sandy Ridge Village contd.

From said Point of Beginning, thence continue South 89°38'09" West, along said Northerly line of Section 2, a distance of 758.18 feet; thence South 28°48'43" West, departing said Northerly line, 253.07 feet; thence South 77°04'27" West, 60.56 feet; thence South 78°24'03" West, 95.05 feet; thence South 89°33'56" West, 47.75 feet; thence North 80°25'03" West, 27.81 feet; thence North 87°33'47" West, 40.36 feet; thence South 77°51'14" West, 25.21 feet; thence North 74°56'17" West, 23.98 feet; thence North 61°21'46" West, 26.84 feet; thence North 43°31'13" West, 43.76 feet; thence South 68°18'04" West, 46.24 feet; thence North 85°49'46" West, 71.38 feet; thence North 23°25'29" West, 28.10 feet; thence North 53°32'32" West, 29.26 feet; thence South 82°08'18" West, 31.76 feet; thence North 51°55'06" West, 31.39 feet; thence North 68°33'19" West, 58.39 feet; thence North 53°25'48" West, 24.87 feet; thence North 28°31'53" West, 23.16 feet; thence North 39°22'25" West, 34.42 feet; thence North 67°17'33" East, 18.65 feet; thence North 22°01'39" West, 67.99 feet to a point lying on the Southeasterly line of those lands described and recorded in Official Records Book 14763, page 157 of said current Public Records of Duval County and Official Records Book 3156, page 1753 of said Public Records of St. Johns County; thence North 67°58'21" East, along said Southeasterly line, 381.84 feet; thence South 06°17'35" East, departing said Southeasterly line, 16.60 feet; thence North 81°22'58" East, 59.09 feet; thence South 54°56'05" East, 44.28 feet; thence North 56°22'43" East, 100.26 feet; thence North 68°12'38" East, 104.67 feet; thence North 76°55'54" East, 101.91 feet; thence North 78°27'46" East, 114.00 feet; thence North 85°45'35" East, 73.72 feet; thence North 78°22'30" East, 79.41 feet; thence North 74°13'24" East, 71.81 feet; thence North 73°39'52" East, 53.56 feet; thence North 53°03'30" East, 44.28 feet; thence North 74°26'35" East, 54.44 feet; thence North 65°14'16" East, 106.56 feet; thence North 78°05'12" West, 47.59 feet; thence North 47°55'58" West, 40.07 feet; thence South 68°15'31" West, 100.02 feet; thence North 61°54'28" West, 74.63 feet; thence North 59°45'16" West, 10.51 feet to a point lying on said Southeasterly line of Official Records Book 14763, page 157, said point also being a point on a curve; thence Northeasterly, along said Southeasterly line and along the arc of said curve concave Northwesterly having a radius of 17175.00 feet, through a central angle of 01°59'07", an arc length of 595.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 65°33'28" East, 595.11 feet; thence North 64°33'55" East, continuing along said Southeasterly line, 237.81 feet; thence South 07°50'41" East, departing said Southeasterly line, 14.13 feet; thence South 68°41'58" East, 41.90 feet; thence South 60°48'50" East, 66.00 feet; thence South 23°37'43" East, 34.62 feet; thence South 62°47'14" East, 57.52 feet; thence South 14°57'45" East, 69.00 feet; thence South 45°03'25" East, 64.81 feet; thence South 67°40'21" West, 97.56 feet; thence South 50°59'57" East, 74.83 feet; thence South 01°56'48" East, 65.06 feet; thence South 34°51'09" West, 32.24 feet; thence South 12°21'38" West, 42.32 feet; thence South 14°17'15" West, 23.30 feet; thence South 81°28'38" West, 28.12 feet; thence South 26°23'25" West, 48.69 feet; thence South 59°46'38" West, 40.96 feet; thence South 18°05'55" East, 59.20 feet; thence South 43°51'20" East, 38.09 feet; thence South 73°28'42" East, 74.09 feet; thence South 34°32'07" East, 50.30 feet; thence South 40°37'00" East, 60.06 feet; thence South 84°33'48" West, 50.88 feet; thence South

May 3, 2010
Nocatee
Page 5 of 5

Work Order No. 10-061.00
File No. 121A-10.00A

Sandy Ridge Village contd.

84°15'19" West, 183.71 feet; thence North 83°56'12" West, 57.87 feet; thence South 86°31'59" West, 73.98 feet; thence South 85°36'43" West, 141.45 feet; thence South 13°02'31" East, 8.76 feet to the Point of Beginning.

The above described lands containing 387.36 acres, more or less.



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

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May 3, 2010
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Work Order No. 10-061.00
File No. 121A-10.00A

Sandy Ridge Village Parcel 2A

A portion of Section 2, Township 5 South, Range 28 East, St. Johns County, Florida, also being a portion of Parcel 2 as described and recorded in Official Records Book 979, page 1807 of the Public Records of said St. Johns County, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 34 and 35, said Township 4 South, Range 28 East, and Sections 2 and 3, said Township 5 South, Range 28 East, thence South $00^{\circ}58'28''$ East, along the Westerly line of said Section 2, a distance of 4064.51 feet the Northwest corner of said Parcel 2 and the Point of Beginning.

From said Point of Beginning, thence North $89^{\circ}17'14''$ East, departing said Westerly line of Section 2, and along the Northerly line of said Parcel 2, a distance of 836.78 feet to the Northeast corner of said Parcel 2, said point lying on the Westerly right of way line of Old Dixie Highway, a 100 foot right of way as presently established; thence South $23^{\circ}53'23''$ East, along said Westerly right of way line, 30.42 feet; thence South $88^{\circ}48'37''$ West, departing said Westerly line, 656.10 feet to the point of curvature of a curve concave Southeasterly, having a radius of 282.50 feet; thence Southwesterly, along the arc of said curve, through a central angle of $39^{\circ}49'16''$, an arc length of 196.34 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $68^{\circ}53'59''$ West, 192.41 feet; thence South $48^{\circ}59'21''$ West, 15.50 feet to a point lying on said Westerly line of Section 2; thence North $00^{\circ}58'28''$ West, along said Westerly line, 110.48 feet to the Point of Beginning.

Containing 0.71 acres, more or less.



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May 3, 2010
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Work Order No. 10-061.00
File No. 121A-10.00A

Sandy Ridge Village Parcel 2B

A portion of Section 2, Township 5 South, Range 28 East, St. Johns County, Florida, also being a portion of Parcel 2 as described and recorded in Official Records Book 979, page 1807 of the Public Records of said St. Johns County, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 34 and 35, said Township 4 South, Range 28 East, and Sections 2 and 3, said Township 5 South, Range 28 East, thence South $00^{\circ}58'28''$ East, along the Westerly line of said Section 2, a distance of 4190.44 feet to a point lying on the Northeasterly right of way line of U.S. Highway No. 1, a variable width right of way as presently established; thence South $41^{\circ}00'51''$ East, departing said Westerly line, and along said Northeasterly right of way line, 712.66 feet to the Southwest corner of said Parcel 2; thence North $89^{\circ}17'29''$ East, departing said Northeasterly right of way line, and along the Southerly line of said Parcel 2, a distance of 782.22 feet to the Southeast corner of said Parcel 2, said point lying on the Westerly right of way line of Old Dixie Highway, a 100 foot right of way as presently established; thence North $39^{\circ}51'39''$ West, along said Westerly right of way line, 363.90 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $39^{\circ}51'39''$ West, along said Westerly right of way line of Old Dixie Highway, 38.15 feet; thence North $23^{\circ}53'23''$ West, continuing along said Westerly right of way line, 244.86 feet; thence South $88^{\circ}48'37''$ West, departing said Westerly right of way line, 700.03 feet to the point of curvature of a curve concave Southeasterly having a radius of 177.50 feet; thence Southwesterly along the arc of said curve, through a central angle of $39^{\circ}49'16''$, an arc length of 123.36 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $68^{\circ}53'59''$ West, 120.90 feet; thence South $48^{\circ}59'21''$ West, 10.00 feet; thence South $41^{\circ}00'39''$ East, 606.37 feet; thence North $78^{\circ}59'21''$ East, 44.71 feet; thence North $48^{\circ}59'21''$ East, 226.77 feet to a point on a curve concave Southerly having a radius of 459.00 feet; thence Easterly along the arc of said curve, through central angle of $44^{\circ}43'21''$, an arc length of 358.28 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of North $71^{\circ}21'13''$ East, 349.25 feet.

Containing 6.50 acres, more or less.

EXHIBIT "B"

Development Criteria

1. Buffers – no improvement may be located on any building lot in a location that violates any set-back requirement of any applicable zoning law or other governmental requirements.
2. Landscape requirements – all landscapes areas shall be irrigated with a fully automatic irrigation system. Landscape material shall consist primarily of indigenous species. All disturbed areas shall be landscaped with plantings or sodded grassed areas. Irrigation water source shall be reuse water.
3. Pedestrian facilities – sidewalks shall be installed at such locations as shall be determined by Buyer.
4. Lighting Criteria – no flashing lights shall be installed on the Property.
5. Building material and type – all exterior building materials shall consist of stucco, brick, stone or other nature materials. No vinyl siding or horizontal wood siding shall be allowed.
6. Color scheme – exterior colors shall be soft, natural, muted colors. The use of loud colors such as chartreuse, bright pink or red is prohibited.
7. Roof treatments and materials – roof materials shall consist of architectural grade asphalt shingles, barrel or flat concrete tile, metal standing seam, slate or composite.
8. Pavement designs – use of decorative concrete pavers within driving areas is allowed.
9. Wells – no individual ground water wells shall be installed on the Property.

EXHIBIT "C"**Comcast Provisions**

1. Buyer shall review and approve, which approval shall not be unreasonably withheld, construction plans prepared by Comcast for installation of distribution cables, amplifiers, pedestals, lock boxes, wires and equipment and appurtenant devices within the Property. Buyer shall locate on such plans all underground facilities existing on the Property to the extent known to Buyer.

2. Buyer shall provide Comcast with reasonable advance notice of the construction timetable for electrical and irrigation subsurface components within the Property, especially at road crossings, so as to allow for installation of conduit by Comcast. If Buyer and Comcast agree, then installation of conduit at road crossings may be installed by Buyer coincident with related infrastructure and in such event Comcast has agreed in the Comcast Agreement to pay Buyer within thirty (30) days of receipt of copies of paid invoices or construction draw requests and certification of completion of such installation. Any amounts not paid when due shall bear interest at one percent (1%) per month.

3. Comcast has agreed in the Comcast Agreement to cause its representative to attend all pre-construction meetings noticed to Comcast by Buyer at least five (5) business days in advance.

4. Buyer shall allow Comcast to enter all common areas of the Property for the purpose of auditing, disconnecting service, installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of services and to enter the residential units prior to conveyance to third party purchasers for the purpose of inspecting pre-wiring of such units.

5. Buyer shall supply the numbers of the residences within the Property to Comcast at reasonable intervals.

6. Buyer shall cooperate with Comcast to prevent the unauthorized possession of converters or channel selectors and the unauthorized reception of Comcast services.

7. Buyer shall not allow any association controlled by Buyer with jurisdiction over any part of the Property to enter into any bulk provider agreement for voice, video or data services under which terms expenses incurred for such services shall constitute an expense which may be funded through collection of assessments by such association.

8. Buyer shall not enter into any agreement with a provider of video or data services to service the residences within the Property.

9. Buyer shall notify residents of the units within the Property of the availability of service from Comcast and present Comcast's marketing materials and contact information to prospective residents during sales presentations, closings and execution of purchase and sale agreements for the residences.

10. Buyer shall display and maintain model home/sales center /leasing office materials provided by Comcast.

11. Buyer shall coordinate construction within the Property with the Comcast construction department as necessary to aid Comcast so that it is able to design and construct its system and provide service to customers in accordance with the Comcast Agreement.

12. Buyer shall provide Comcast on a monthly basis the new addresses of new residents prior to their move in date.

13. Buyer shall provide access to the Property to activate service in the units prior to the residents' move in date and provide Comcast marketing materials within such units.

14. Buyer shall grant easements to Comcast during the term of the Comcast Agreement, as set forth in the Comcast Agreement.