

Prepared By:
Geoffrey B. Dobson, Esquire
66 Guna Street
St. Augustine, Florida 32084

Public Records of ①
St. Johns County, FL
Clerk# 01-063284
O.R. 1685 PG 1539
09:20AM 12/07/2001
REC #257.00 SUR \$32.50

DECLARATION OF COVENANTS AND RESTRICTIONS
HARBOUR ISLAND SOUTH SUBDIVISION

64 1704

THIS DECLARATION, made on the 4th day of December,
2001 by Thompson Bros. Realty, Inc., John D. Bailey, Sr., Selo
Development Company, L.L.C., M.F.B. Landholdings, Inc., Howard
Mizell, Zane Ryman Mizell and Judy Zane Allen (together with their
successors and assigns "the Developers") with their principal place
of business at 93-A Orange Street, St. Augustine, Florida, and
whose mailing address is Post Office Box 70, Florida 32085.

W I T N E S S E T H:

WHEREAS, the Developers are the record Owners in fee simple of
certain real property located in St. Augustine, Florida, and more
particularly described in the Schedule of Legal Description which
is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, in accordance with the applicable provisions of State
Law and local ordinance, the Developer proposes to cause the above
described real property to be subdivided into a subdivision known
as Harbour Island South ("HIS"), by metes and bounds descriptions,
and

WHEREAS, the Developers have caused to be incorporated in
Florida, a non-profit corporation known as Harbour Island South

Property Owner's Association, Inc which has been formed to manage the Common Areas, Collect Assessments, and generally provide for the orderly enjoyment of Harbour Island South Subdivision.

and

WHEREAS, it is the present intention of the Developers to develop HIS as a low density, high quality commercial subdivision, and

WHEREAS, the Developers will subdivide HIS into Commercial Parcels by metes and bounds descriptions, and

WHEREAS, there is a need to specify, make and impose covenants, and to grant necessary easements for the proper use of the Subdivision, and to provide for an effective administration of the Common Areas in the Subdivision, and

NOW THEREFORE, this Declaration is made, filed and recorded by the Developers so that from the effective date hereof, the real property described in the Schedule of Legal Description which is attached hereto as Exhibit "A", is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "Covenants"), hereinafter set forth.

This declaration shall become effective on the date and at the time it is filed and recorded in the Public Records of St. Johns County, Florida.

**ARTICLE I
DEFINITIONS AND DESCRIPTION OF PROPERTY**

Section 1.1 Definitions. The following words and terms when used in this Declaration and any supplemental declarations, unless the context shall clearly indicate otherwise, shall have the following meanings:

a. "Architectural Review Board" the ("ARB") shall mean a committee appointed by the Developers for the purpose of establishing design and construction standards for all construction and a uniform procedure for the review of applications submitted to it.

b. "Association" shall mean and refer to Harbour Island South Property Owner's Association, Inc., a Florida corporation not for profit, and its successors and assigns, the membership of which shall be Owners of lands within HIS as provided by Section 1.1(c) hereof including or any future phases of HIS developed by the Developer.

c. "Common Areas" shall mean and refer to those tracts of land, described in Section 1.2 hereof, together with any improvements

thereon which are conveyed and designated in the deed as "Common Areas".

d. "Common Areas and Properties" shall mean common areas and any tangible personal property acquired by the Association if such property is designated as such by the Association.

e. "Developers" shall mean and refer to the Developers, their successors and assigns.

f. "Lot" shall mean any improved parcel of land located within Harbour Island South. A parcel of land shall be deemed to be improved when the improvements being constructed are substantially complete or are subject to ad valorem tax as improved property, whichever occurs first. For purposes of membership and voting in the Association, each condominium developed in Harbour Island South shall be deemed to be one Lot.

g. "Owner" shall mean any person or legal entity owning any Parcel or Lot within HIS, provided, however, for purposes of this Declaration and the By-laws of the Association any condominium association located within HIS shall be regarded as a single Owner and entitled to one vote within the Association to be cast on behalf of such Condominium members as provided within its declaration of condominium. No individual member of a condominium association shall have any direct rights with regard to the

Association. All such rights shall be exercised by the Condominium Association on behalf of its members in accordance with its Declaration of Condominium.

h. "Parcel" shall mean any unimproved parcel of land located within the HIS. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete or are subject to ad valorem tax as improved property, whichever occurs first.

i. "Subdivision" shall mean HIS, and any future phases thereof.

j. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented 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.

ARTICLE II RESTRICTIVE COVENANTS

Section 2.1 All front, side and rear lot line construction setback restrictions shall be in conformance with the City of St.

Augustine Zoning Regulations.

Any improvements located within a City of St. Augustine Conservation Zone shall be submitted to the appropriate authorities of the City of St. Augustine for approval prior to the commencement of construction.

Section 2.2 No building or structure, including an addition to a commercial structure, shall be erected or placed upon, altered or permitted to remain on any Parcel unless and until the Owner submits the elevation, site clearing plan, and abbreviated plans and specifications and such plans have been reviewed and approved by the ARB, as hereafter provided. The ARB shall review the proposed building or structure (including plans and specifications for same) as to the quality of workmanship and materials, the harmony of the exterior design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the Parcel, and any other relevant considerations which are based on acceptable standards of planning, zoning and construction. Floor Elevation shall be a minimum of nine (9) feet above mean sea level.

No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any Parcel, except as

required by law or an approved sign. All signs shall be approved by the ARB.

Section 2.3 No residential units shall be made on certain Parcels within HIS as described in the legal description attached and incorporated herein as Exhibit "B."

No gas stations shall be erected for a 10 year period on any Parcel within HIS.

Section 2.4 No construction shall occur on any portion of any Parcel lying waterward of any wetlands limit line or any drainage swale as delineated on plans approved by and on filed with the St. Johns River Water Management District. No construction within such wetland area including excavation, filling, dumping of trash, waste water or other unsightly materials, removal or destruction of vegetation, activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or any act detrimental to such retention of land and water areas. This covenant may be enforced by the St. Johns River Water Management District.

Section 2.5 Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting

points to the building structure in such a manner to be acceptable to the governing utility authority.

Section 2.6 On water or marsh frontage Parcels, no building, pier, dock, bulkhead or other shoreline improvements outside of jurisdiction control line may be built without the approval of the affected governmental agencies, including but not limited to City of St. Augustine Planning and Zoning Board, Corps of Engineers, Department of Environmental Protection, and St. Johns River Water Management District.

Section 2.7

a. Developers hereby reserve for themselves, their successors and assigns a nonexclusive, perpetual, alienable blanket easement upon, across, over, through, and under every Parcel and Lot, the Common Areas and every road, parking area and sidewalk in Harbour Island South for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, television cable or communication lines and systems, and police powers and services supplied by the local, state and federal governments; provided, however, that such easements shall be subject and subordinate to the right of the Owner of any Parcel or Lot to place upon such Parcel or Lot improvements in conformity

with this Declaration.

b. Developers reserve for themselves, and hereby grant to the City of St. Augustine, a non-exclusive, perpetual, alienable blanket easement and right on, over and under the ground within the Subdivision to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which Developer or the City of St. Augustine, as applicable, shall restore the affected property to its prior condition as nearly as practicable. The Developers or City of St. Augustine shall give reasonable notice of intent to take such action to all affected Owners, unless in its opinion an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of the Developers and the City of St. Augustine and shall not be construed to obligate Developers or the Association to take any affirmative action in connection therewith. The easement rights reserved by this section are subject and subordinate to the right of the Owner of any Parcel or Lot to place upon such Parcel or Lot improvements in conformity with this Declaration.

**ARTICLE III
ASSOCIATION**

Section 3.1 To effectively and efficiently provide for the administration of the Common Areas by the Owners of Parcels and Lots within HIS, and future phases hereafter filed by the Developer, a non-profit corporation (known and designated as the Harbour Island South Property Owners' Association, Inc. a non-profit corporation) has been created. The Association shall operate and manage the Common Areas and those portions of the Surface Water or Storm Water Management System undertaken to be maintained by it and assist in the enforcement of the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of these Covenants and the Articles of Incorporation and By-Laws of said Association. True and complete copies of the Articles of Incorporation and By-Laws of the Association are annexed hereto as Exhibits "C" and "D" respectively, and such documents are expressly made a part hereof.

Section 3.2 The Owner of each non-condominium Parcel or Lot within HIS and future phases of HIS filed in the Public Records of St. Johns County, Florida by the Developer, and the condominium association responsible for operation and maintenance of any

condominium created in HIS, shall automatically become members of the Association upon acquisition of an ownership interest in/or title to any property within the Subdivision or in the case of a condominium, upon the recording of a Declaration of Condominium in the public records of St. Johns County. The membership of such Owner shall terminate automatically at the time that such person divests himself or is divested of such ownership interest or title to such Parcel or Lot, regardless of the means by which such ownership may have been divested or, in the case of a condominium, upon termination of the condominium.

Section 3.3 No person, corporation or other business entity holding any liens, mortgage or other encumbrance upon any Parcel or Lot shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership, provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquired title to a Parcel or Lot either by foreclosure or by voluntary conveyance from its mortgager or its successors or assigns.

Section 3.4 In the administration, operation and management of the Common Areas and the enforcement of the covenants and

restrictions set forth in this Declaration, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and to enforce such reasonable rules and regulations governing the use and enjoyment of the Common Areas and the administration of the covenants and restrictions set forth in this Declaration as the Board of Directors of the Association may from time to time deem appropriate and in the best interests of the Association.

Section 3.5 The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management Systems. The Developers reserve the right to modify the Stormwater Management Systems in accordance with any permits as shall be issued by the St. Johns River Water Management District in order to increase the capacity of such systems. Any additional Common Areas required for such modifications shall be conveyed to the Association upon the completion of such modifications in accordance with such permits issued by the St. Johns River Water Management District. The Association or the Developers may delegate all or part of this responsibility to the City of St. Augustine as provided in Section 3.6. Maintenance of the Surface Water or Stormwater Management Systems shall mean the

exercise of practices which allow such systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of or modification to the Surface Water or Stormwater Management System shall be as permitted by the St. Johns River Water Management District.

Section 3.6 The Developers and the City of St. Augustine may enter into an agreement delegating responsibility for the maintenance, operation and repair of portions of the Surface Water or Stormwater Management System to the City of St. Augustine. The remaining portions shall be maintained by the Association. The Association shall be responsible for the maintenance of Common Areas conveyed to the Association by the Developers. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow such systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of or made to the Surface Water or Stormwater Management System shall be as permitted by the St. Johns River Water Management District.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of Lien and Personal Obligation. The Developers covenant, and each Owner of each and every Parcel and Lot (for purposes of this section, a condominium association shall be regarded as the "Owner" of the Lot or Parcel upon which such condominium is located) shall by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to promptly pay to the Association or its successors or assigns, the following:

a. All annual assessments or charges imposed on any Parcel or Lot by the Association, and,

b. All special assessments or charges imposed on any Parcel or Lot by the Association for the purposes set forth in Section 4.3 of this article.

Such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided. The annual and special assessments (together with such interest thereon and the costs of collection including reasonable attorneys' fees as hereinafter provided) shall also be the personal obligation

of the person who was the "Owner" of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Parcel or Lot, such co-owners shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection of costs, and attorneys' fees.

Notwithstanding any of the above provisions, the Association may waive assessments in consideration of the assumption by an Owner of the obligation to maintain defined portions of the surface water or storm water management systems. Such assumption is to be reduced to a binding covenant running with the land in form and content satisfactory to the Board of Directors.

Commencement of maintenance of rear and side swales by the Owner of any Parcel or Lot, shall commence on the first day of the month after the closing of the initial purchase of the Parcel or Lot from the Developer; provided, further an owner shall pay to the Association the cost of any extraordinary maintenance to the Storm Water Management System as a result of the failure of such Owner to properly maintain the Owner's Parcel or Lot or to maintain any portions of the Water Management System pursuant to this subsection 4.3.d or any covenants authorized in this subsection 4.3.d.

The Developers shall not be required to pay any special assessments for so long as the guarantee in Section 4.4 below remains in force , provided, however, the Developers shall promptly

pay any deficiency in operating expenses or expense incurred in the maintenance of the Common Areas.

[Note: Section 4.2 reserved]

Section 4.3 Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the improvements, maintenance, enhancement, enlargement, renewal and replacement thereof and operation of the Common Areas and Properties and to provide reasonable reserves therefor and to provide services which the Association is authorized to provide, including, but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction of improvements, repair, replacement and to acquire additions to the Common Areas and Properties, payment of the cost to acquire labor, services, security equipment, materials, management, and supervision, necessary to carry out the authorized functions of the Association, and for the payment of the principal, interest and other purchases connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages covering the Common Areas and Properties at the time of conveyance to the Association.

Section 4.4 The initial annual assessment for the first fiscal year is hereby set so as to be payable in monthly installments of not less than \$50.00 and not more than \$100.00 per

month, as determined by the Board of Directors, per Lot or Parcel within HIS. Parcels and Lots owned by the Developer shall not be subject to assessments, either annual or special while the Developer is in control of the Association, provided that during the period in which the Developer is excused from payment of such assessments it shall pay any operating expenses incurred that exceed the assessments receivable from other Owners and other income of the Association. The Developer guarantees the initial annual assessment fee shall not exceed \$100.00 per month per parcel until the Owners, excluding the Developer have 80% of the votes in the Association or until January 1, 2004, whichever occurs first. The Developer agrees to turn over control of the ARB and the Common Areas and the Surface Water System to the Association not later than January 1, 2004. After turnover of control of the Association has occurred, regular annual assessments shall be determined by the Board of Directors at its regular annual meeting at which annual budget adopted. The annual assessment may be increased beyond that set by the Board of Directors at the regular annual meeting of the Board of Directors upon approval by 60% of the voting members in attendance, in person or by proxy, at any regular or special meeting of the membership of the Association, but only after notice of the recommendation is given to all members at least ten (10)

days prior to the date of said meeting, provided, however, that nothing herein shall be construed to preclude the Board of Directors of the Association from fixing and levying an emergency assessment not to exceed one month's annual assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the association.

Section 4.5 Monthly assessment fees shall be due and payable commencing the first day of the month after closing of the initial purchase from the Developer of the Parcel or Lot upon which such assessments are made.

Section 4.6 Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at ten per cent (10%) per annum until it is paid in full. There shall be no exception from the payment of any assessment or installment thereof by waiver of the use of the Common Areas by abandonment of the Parcel, by extended absence from the Subdivision, or by or for any other reason, except as provided in Section 4.3.

Section 4.7 The Association, upon written request of any Owner, shall furnish to a prospective purchaser or prospective

mortgagee or other authorized person a statement of the current status of the assessments on such Owner's Parcel or Lot. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.8 All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the Common Areas and Properties. Revenues collected by the Association from an Owner of a Parcel or Lot may be commingled with monies collected from other Owners.

Section 4.9 Recognizing that proper management and operation of the Common Areas and Properties (including improvements thereto) result in benefit to all members of the Association, the Association is hereby granted a lien upon all Parcels and Lots within HIS. Assessments made and levied in accordance with these Covenants and each Owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorney's fees, which may be incurred by the

Association in enforcing this lien or the provisions of these Covenants. The Association may perfect its lien by filing a claim of lien in the public records of St. Johns County as set forth in section 4.12.

Section 4.10 The Lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

Section 4.11 All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any Parcel or Lot or who may be given or who may acquire a mortgage, lien or other encumbrance of a Parcel or Lot are hereby placed on notice of the lien rights granted to the Association under these Covenants, and all such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said Lot expressly subject to the lien rights provided herein.

Section 4.12 The lien created pursuant to these Covenants shall be effective from and after the recording in the Public Records of St. Johns County, Florida of a "Claim of Lien" stating the description of the property encumbered by the lien, the name of the record Owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The Claim of Lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The Claim of Lien shall be signed and verified by the President or Vice President of the Association. The Claim of Lien filed by the Association shall be subordinate to the lien of any first mortgage but shall otherwise be effective as of the date it is recorded.

**ARTICLE V
AMENDMENT AND TERMINATION**

Section 5.1 The Developers hereby reserve the right to amend, modify or rescind such parts of this Declaration as they in their sole discretion deem necessary or desirable so long as they are (a) the Owners of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not

substantially change the character, nature, or general scheme of development of HIS.

In addition to the manner of amendment set forth in the preceding paragraph, the record Owners of eighty per cent (80%) of total development area of HIS, including any future units of HIS that are recorded by the Developers as of the date of the amendment, may amend or modify such provisions of these Covenants as they deem necessary or desirable.

Any amendment to the Covenants and Restrictions which alter the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

In such event, the Developers shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called and at which a quorum was present in person (or by proxy) and that at least eighty per cent (80%) of those entitled to cast a vote approved the amendment. Such certificate, together with the amendment adopted, shall be filed in the Public Records of St. Johns County, Florida. It shall not be necessary for the record Owners to join in any document to effectuate such amendment.

Section 5.2 This Declaration of Covenants and Restrictions contains provisions concerning various rights, priorities, remedies

and interests of the holders of mortgages. Such provisions are to be construed as covenants for the protection of those mortgagees on which they may rely in making loans secured by mortgages on the Parcels or Lots. Accordingly, no amendment or modification of these Covenants impairing such rights, priorities, remedies or interest of a mortgagee shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding a mortgage on the Parcels or Lots, it shall be sufficient to obtain the written consent of all mortgagees holding a lien on eighty percent (80%) of the total developable area of HIS; provided, however, that in the event a mortgagee is holding a lien on seventy percent (70%) or more of developable area encumbered by the mortgagee, the written consent of such mortgagee alone shall be sufficient. This Section shall not apply or be construed as a limitation upon those rights of the Developer or the Owners under these Covenants to make amendments which do not adversely affect the mortgagees.

**ARTICLE VI
COVENANTS TO RUN WITH LAND**

The restrictions and burdens imposed by the provisions of these Covenants shall constitute covenants running with the land, and each shall constitute covenants running with the land, and each

shall constitute an equitable servitude upon the Owner of each Parcel and Lot and upon the heirs, personal representatives, successors, and assigns of each Owner, and the same shall likewise be binding upon the Developers and their successors and assigns. These Covenants shall be binding and in full force and effect for a period of 30 years from the date these Covenants are recorded, after which time this declaration shall be automatically extended for successive ten year periods, unless an instrument, signed by seventy-five per cent (75%) of the then recorded Owners of developable area in HIS is recorded containing an agreement of the said Owners with respect to the alteration, change, modification or repeal, in whole or part, of the provisions of these Covenants. All attorneys' fees and court costs which may be incurred by the affected party in the enforcement of any of the provisions of these Covenants, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the Owner against whom such action was taken and shall be a lien against such Owner's Parcel or Lot in favor of such affected party.

ARTICLE VII
ENFORCEMENT OF SURFACE WATER MANAGEMENT PROVISIONS

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 this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

IN WITNESS WHEREOF, the Developers have hereunto set their hands and seal the day and year first above written.

Attest:

"Developers"

J. D. Bailey Jr.
Print Name:

John D. Bailey, Sr.
JOHN D. BAILEY, SR.

Gloria M. Banta
Print Name:

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOHN D. BAILEY, SR. to me known to be the person described in and who executed the foregoing instrument and before that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of December, A.D., 2001.



Gloria M. Banta
Notary Public State of Florida
At Large

Mark F. Bailey
Print Name:

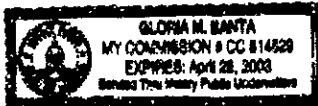
Mark F. Bailey, President
M.F.B. LANDHOLDINGS, INC.

Gloria M. Banta
Print Name:

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARK F. BAILEY to me known to be the person described in and who executed the foregoing instrument and before that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of December, A.D., 2001.



Gloria M. Banta
Notary Public State of Florida
At Large

Beverly J. Swanson
BEVERLY J. SWANSON
Print Name:
Thomas E. Humphrey
Print Name:

Thompson Bros. Realty, Inc.,
A Florida Corporation

Pierre D. Thompson
PIERRE D. THOMPSON

Its President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PIERRE D. THOMPSON to me known to be the person described in and who executed the foregoing instrument and before that he executed the same.

OR1685PG1565

WITNESS my hand and official seal in the County and State last
aforesaid this 27 day of NOV., A.D., 2001.



Gloria M. Santa
Notary Public State of Florida
At Large

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Marcia A. Gammon
Marcia A. Gammon
Print Name:

Howard Mizell
HOWARD MIZELL

Betty J. Arthur
Print Name: Betty Arthur

STATE OF NORTH CAROLINA
COUNTY OF Rockingham

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to
take acknowledgments, personally appeared HOWARD MIZELL to me known
to be the person described in and who executed the foregoing
instrument and before that he executed the same.

WITNESS my hand and official seal in the County and State last
aforesaid this 27 day of NOV., A.D., 2001.

Betty J. Arthur
Notary Public State of NORTH CAROLINA
At Large
My Commission Expires
Aug 21, 2002

Beverly J. Swanson
BEVERLY J. SWANSON

Print Name:

THOMAS B. THOMPSON

Print Name:

Paul J. Thompson

SELOY DEVELOPMENT COMPANY,

By PAUL J. THOMPSON,

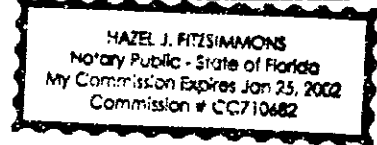
Managing Member

STATE OF FLORIDA
 COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PAUL J. THOMPSON to me known to be the person described in and who executed the foregoing instrument and before that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of Nov., A.D., 2001.

Hazel J. Fitzsimmons
 Notary Public State of Florida
 At Large



Marcia A. Gammon
Marcia A Gammon
 Print Name:

Zane Rymar Mizell
Zane Rymar Mizell

Betty J. Arthur
Betty J Arthur
 Print Name:

STATE OF NORTH CAROLINA
 COUNTY OF ROCKINGHAM

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Zane Rymar Mizell known to be the person described in and who executed the foregoing instrument and before that he executed the same

WITNESS my hand and official seal in the County and State aforesaid this 27 day of Nov, A.D., 2007

Betty J. Arthur
 Notary Public State of NORTH CAROLINA
 At Large My Comm. Expires Aug 31, 2007

Print Name:

Judy Zane Allen

Print Name:

STATE OF _____
 COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JUDY ZANE ALLEN to me known to be the person described in and who executed the foregoing instrument and before that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, A.D., 200__.

Notary Public State of _____
 At Large

Print Name:

Zane Ryman Mizell

Print Name:

STATE OF

COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Zane Ryman Mizell to me known to be the person described in and who executed the foregoing instrument and before that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, A.D., 200__.

Notary Public State of

At Large

Beverly J. Swanson
BEVERLY J. SWANSON

Print Name:

Thomas R. Humphrey
THOMAS R. HUMPHREY

Print Name:

Judy Zane Allen
Judy Zane Allen

STATE OF Florida

COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JUDY ZANE ALLEN to me known to be the person described in and who executed the foregoing instrument and before that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of Nov., A.D., 2001.

Hazel J. Fitzsimmons
Notary Public State of Florida

At Large

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HAZEL J. FITZSIMMONS
Notary Public - State of Florida
My Commission Expires Jan 25, 2002
Commission # CC710682

THAT PART OF THE NORTH 3/4 OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 330.39 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID NORTH 3/4 OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 811.46 FEET, THENCE NORTH 86 DEGREES 59 MINUTES 44 SECONDS EAST 65.70 FEET, THENCE NORTH 28 DEGREES 32 MINUTES 40 SECONDS EAST 59.46 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PLANTATION ISLAND DRIVE SOUTH (A 80 FOOT WIDE RIGHT OF WAY), THENCE SOUTH 61 DEGREES 27 MINUTES 20 SECONDS EAST, ALONG SAID RIGHT OF WAY, 179.23 FEET; THENCE SOUTH 19 DEGREES 10 MINUTES 03 SECONDS WEST 107.79 FEET, THENCE SOUTH 28 DEGREES 39 MINUTES 03 SECONDS EAST 134.41 FEET, THENCE SOUTH 05 DEGREES 25 MINUTES 37 SECONDS WEST 185.93 FEET, THENCE SOUTH 01 DEGREES 35 MINUTES 34 SECONDS EAST 216.85 FEET; THENCE NORTH 82 DEGREES 16 MINUTES 43 SECONDS EAST 160.00 FEET; THENCE NORTH 07 DEGREES 34 MINUTES 40 SECONDS WEST 169.98 FEET; THENCE NORTH 07 DEGREES 20 MINUTES 52 SECONDS EAST 159.26 FEET; THENCE NORTH 20 DEGREES 46 MINUTES 51 SECONDS EAST 76.50 FEET; THENCE NORTH 14 DEGREES 15 MINUTES 10 SECONDS WEST 110.39 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE, THENCE SOUTH 61 DEGREES 27 MINUTES 20 SECONDS EAST, ALONG SAID RIGHT OF WAY, 192.86 FEET TO A POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1470.00 FEET; THENCE SOUTHEASTERLY 142.98 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 05 DEGREES 34 MINUTES 23 SECONDS; THENCE SOUTH 55 DEGREES 52 MINUTES 57 SECONDS EAST, ALONG SAID RIGHT OF WAY, 127.53 FEET; THENCE SOUTH 53 DEGREES 04 MINUTES 42 SECONDS EAST, ALONG SAID RIGHT OF WAY, 63.50 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 370.00 FEET; THENCE SOUTHEASTERLY 62.14 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 22 SECONDS TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 302.18 FEET, ALONG SAID RIGHT OF WAY AND ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 46 DEGREES 47 MINUTES 39 SECONDS; THENCE SOUTH 01 DEGREES 10 MINUTES 57 SECONDS EAST 160.05 FEET; THENCE NORTH 88 DEGREES 49 MINUTES 03 SECONDS EAST 77.00 FEET; THENCE NORTH 37 DEGREES 28 MINUTES 38 SECONDS EAST 64.03 FEET TO THE WEST RIGHT OF WAY LINE OF MIZELL ROAD (A VARIABLE WIDTH RIGHT OF WAY), THENCE SOUTH 01 DEGREES 10 MINUTES 56 SECONDS EAST, ALONG LAST SAID RIGHT OF WAY, 126.50 FEET TO THE INTERSECTION WITH SAID SOUTH LINE OF THE NORTH 3/4 OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE SOUTH 85 DEGREES 09 MINUTES 09 SECONDS WEST, ALONG LAST SAID LINE, 1293.04 FEET TO THE POINT OF BEGINNING

TOGETHER WITH THAT PART OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 1630.94 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 250 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, ALONG SAID RIGHT OF WAY, 387.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, ALONG SAID RIGHT OF WAY, 419.28 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 3014.79 FEET; THENCE SOUTHEASTERLY 411.63 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 07 DEGREES 49 MINUTES 23 SECONDS; THENCE SOUTH 22 DEGREES 09 MINUTES 04 SECONDS WEST 299.39 FEET TO THE NORTH RIGHT OF WAY LINE OF PLANTATION ISLAND DRIVE SOUTH (A VARIABLE WIDTH RIGHT OF WAY); THENCE NORTH 55 DEGREES 52 MINUTES 57 SECONDS WEST, ALONG LAST SAID RIGHT OF WAY, 232.32 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1530.00 FEET; THENCE NORTHWESTERLY 148.82 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 05 DEGREES 34 MINUTES 23 SECONDS; THENCE NORTH 61 DEGREES 27 MINUTES 20 SECONDS WEST, ALONG SAID RIGHT OF WAY 490.10 FEET, THENCE NORTH 29 DEGREES 58 MINUTES 26 SECONDS EAST 260.46 FEET TO THE POINT OF BEGINNING

TOGETHER WITH THAT PART OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE NORTH 01 DEGREE 22 MINUTES 52 SECONDS WEST, ASSUMED BEARING ON THE EASTERLY LINE OF SAID SECTION 29, A DISTANCE OF 1480.39 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED, THENCE CONTINUE NORTH 01 DEGREE 22 MINUTES 52 SECONDS WEST, ALONG SAID EASTERLY LINE, 150.55 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 312 (A VARIABLE WIDTH RIGHT-OF-WAY AS PRESENTLY ESTABLISHED); THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, 810.27 FEET, THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 82 DEGREES 28 MINUTES 26 SECONDS EAST 82.13 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST 359.74 FEET; THENCE, DEPARTING SAID RIGHT-OF-WAY, SOUTH 30 DEGREES 00 MINUTES 22 SECONDS WEST 77.01 FEET; THENCE SOUTH 79 DEGREES 13 MINUTES 57 SECONDS WEST 76.59 FEET, THENCE NORTH 60 DEGREES 01 MINUTE 34 SECONDS WEST 77.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF A 100 FOOT WIDE RIGHT OF WAY; THENCE SOUTH 30 DEGREES 00 MINUTES 22 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 135.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 280.00 FEET, THENCE SOUTHWESTERLY 40.49 FEET ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 08 DEGREES 17 MINUTES 05 SECONDS TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET, THENCE SOUTHEASTERLY 50.54 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 96 DEGREES 31 MINUTES 23 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 830.00 FEET, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF PLANTATION ISLAND DRIVE SOUTH (A 60 FOOT WIDE RIGHT OF WAY); THENCE SOUTHEASTERLY 214.05 FEET ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 14 DEGREES 46 MINUTES 33 SECONDS, THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, TANGENT TO THE LAST MENTIONED CURVE AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 568.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 290.00 FEET, THENCE SOUTHEASTERLY 115.39 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 47 MINUTES 54 SECONDS TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 350.00 FEET, THENCE SOUTHEASTERLY 229.29 FEET ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 37 DEGREES 32 MINUTES 06 SECONDS, THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 55 DEGREES 22 MINUTES 35 SECONDS EAST 144.06 FEET, THENCE SOUTH 34 DEGREES 37 MINUTES 25 SECONDS EAST 110.00 FEET TO THE POINT OF BEGINNING

Together With

THAT PART OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 1630.94 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 250 FOOT WIDE RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 659.87 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 22 SECONDS EAST 50.00 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST 629.37 FEET TO SAID EAST LINE OF SECTION 29; THENCE SOUTH 01 DEGREES 22 MINUTES 52 SECONDS EAST, ALONG SAID SECTION LINE, 58.55 FEET TO THE POINT OF BEGINNING.

Together With

THAT PART OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 1630.94 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 250 FOOT WIDE RIGHT OF WAY); THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 659.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 150.40 FEET TO A JOG IN SAID RIGHT OF WAY; THENCE NORTH 82 DEGREES 28 MINUTES 28 SECONDS EAST, ALONG SAID RIGHT OF WAY JOG, 82.13 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST 85.27 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 22 SECONDS WEST 50.00 FEET TO THE POINT OF BEGINNING.

Together With

THAT PART OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 1630.94 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 250 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 387.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 419.28 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3014.79 FEET; THENCE SOUTHEASTERLY 411.63 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 07 DEGREES 49 MINUTES 23 SECONDS; THENCE NORTH 22 DEGREES 09 MINUTES 03 SECONDS EAST 50.00 FEET; THENCE NORTHWESTERLY 404.80 FEET, ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2964.79 FEET, THROUGH A CENTRAL ANGLE OF 07 DEGREES 49 MINUTES 23 SECONDS AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 63 DEGREES 56 MINUTES 16 SECONDS WEST 404.49 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST 419.28 FEET; THENCE SOUTH 28 DEGREES 58 MINUTES 24 SECONDS WEST 50.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PART OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 312, NORTH OF PLANTATION ISLAND DRIVE SOUTH (A 60 FOOT WIDE RIGHT OF WAY) & WEST OF A 100 FOOT WIDE RIGHT OF WAY FROM STATE ROAD 312 TO PLANTATION ISLAND DRIVE SOUTH EXCEPTING THEREFROM POND PARCEL 6 DESCRIBED AS FOLLOWS:

THAT PART OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 1630.94 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 250 FOOT WIDE RIGHT OF WAY) THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY, 810.27 FEET TO A JOG IN SAID RIGHT OF WAY; THENCE NORTH 82 DEGREES 28 MINUTES 26 SECONDS

EAST, ALONG SAID RIGHT OF WAY JOG, 82.13 FEET TO A POINT WHERE SAID RIGHT OF WAY IS 200 FOOT WIDE; THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY, 619.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY, 110.01 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 22 SECONDS WEST 76.89 FEET; THENCE SOUTH 19 DEGREES 13 MINUTES 12 SECONDS EAST 76.59 FEET; THENCE SOUTH 59 DEGREES 57 MINUTES 41 SECONDS EAST 77.00 FEET TO THE WESTERLY RIGHT OF WAY OF A 100 FOOT WIDE RIGHT OF WAY; THENCE NORTH 30 DEGREES 00 MINUTES 22 SECONDS EAST, ALONG SAID RIGHT OF WAY, 102.11 FEET TO A POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY 39.28 FEET, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES 01 MINUTES 56 SECONDS TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PART OF THE PROPOSED OFFICE SITE LYING IN GOVERNMENT LOT 4 DESCRIBED AS FOLLOWS

THAT PART OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29, THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 1250.12 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PLANTATION ISLAND DRIVE SOUTH (A 60 FOOT WIDE RIGHT OF WAY); THENCE NORTH 61 DEGREES 27 MINUTES 20 SECONDS WEST, ALONG SAID RIGHT OF WAY, 75.81 FEET TO A POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 350.00 FEET; THENCE NORTHWESTERLY 170.57 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 27 DEGREES 55 MINUTES 20 SECONDS TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY 249.48 FEET, ALONG SAID RIGHT OF WAY, ALONG A CURVE CONCAVE TO THE SOUTHWEST

HAVING A RADIUS OF 290.00 FEET, THROUGH A CENTRAL ANGLE OF 49 DEGREES 17 MINUTES 28 SECONDS TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY 139.27 FEET, ALONG SAID RIGHT OF WAY, ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 350.00 FEET, THROUGH A CENTRAL ANGLE OF 22 DEGREES 47 MINUTES 54 SECONDS; THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY AND TANGENT TO THE LAST DESCRIBED CURVE, 253.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY, 314.61 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 770.00 FEET; THENCE WESTERLY 335.43 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 24 DEGREES 57 MINUTES 33 SECONDS TO THE INTERSECTION WITH THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01 DEGREES 22 MINUTES 52 SECONDS EAST, ALONG SAID GOVERNMENT LOT LINE 16.15 FEET; THENCE SOUTH 85 DEGREES 05 MINUTES 00 SECONDS EAST 5.22 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST 57.04 FEET; THENCE SOUTH 29 DEGREES 55 MINUTES 26 SECONDS WEST 105.50 FEET TO THE INTERSECTION WITH SAID GOVERNMENT LOT LINE; THENCE SOUTH 01 DEGREES 22 MINUTES 52 SECONDS EAST, ALONG SAID GOVERNMENT LOT LINE, 500.17 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 08 SECONDS EAST 369.96 FEET; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST 14.87 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 26 SECONDS EAST 410.49 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PART OF GOVERNMENT LOTS 2, 3 AND 6, SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 312.

EXCEPTING THEREFROM THE TWO FLORIDA DEPARTMENT OF TRANSPORTATION PARCELS WITHIN GOVERNMENT LOTS 2 AND 3, OF SAID SECTION 29, AND AS SHOWN ON SHEET 1 AND 7, OF THE RIGHT OF WAY MAP FOR STATE ROAD 312 (SECTION 78002-2509).

EXCEPTING THEREFROM PART OF POND PARCEL 7 DESCRIBED AS FOLLOWS:

THAT PART OF GOVERNMENT LOT 3, SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 1250.12 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PLANTATION ISLAND DRIVE SOUTH (A 60 FOOT WIDE RIGHT OF WAY); THENCE NORTH 61 DEGREES 27 MINUTES 20 SECONDS WEST, ALONG SAID RIGHT OF WAY, 75.81 FEET TO A POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 350.00 FEET; THENCE NORTHWESTERLY 170.57 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 27 DEGREES 55 MINUTES 20 SECONDS TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY 249.48 FEET, ALONG SAID RIGHT OF WAY, ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 290.00 FEET, THROUGH A CENTRAL ANGLE OF 49 DEGREES 17 MINUTES 28 SECONDS TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY 139.27 FEET, ALONG SAID RIGHT OF WAY, ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 350.00 FEET, THROUGH A CENTRAL ANGLE OF 22 DEGREES 47 MINUTES 54 SECONDS; THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY AND TANGENT TO THE LAST DESCRIBED CURVE, 568.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 770.00 FEET; THENCE WESTERLY 345.83 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 25 DEGREES 44 MINUTES 01 SECONDS; THENCE SOUTH 05 DEGREES 43 MINUTES 44 SECONDS WEST 16.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES 05 MINUTES 00 SECONDS EAST 12.41 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 01 DEGREES 22 MINUTES 52 SECONDS EAST, ALONG SAID GOVERNMENT LOT LINE, 120.45 FEET, THENCE SOUTH 29

DEGREES 58 MINUTES 26 SECONDS WEST 171.50 FEET; THENCE SOUTH 72 DEGREES 11 MINUTES 06 SECONDS WEST 52.90 FEET; THENCE NORTH 24 DEGREES 32 MINUTES 21 SECONDS WEST 78.00 FEET; THENCE NORTH 62 DEGREES 48 MINUTES 06 SECONDS WEST 56.38 FEET TO THE NORTHERLY LINE OF A 30 FOOT WIDE TEMPORARY DEPARTMENT OF TRANSPORTATION EASEMENT; THENCE SOUTH 74 DEGREES 57 MINUTES 35 SECONDS WEST, ALONG SAID EASEMENT LINE, 124.00 FEET TO AN ANGLE POINT IN SAID EASEMENT; THENCE NORTH 13 DEGREES 53 MINUTES 55 SECONDS EAST, ALONG SAID EASEMENT, 196.50 FEET; THENCE EASTERLY 279.20 FEET, ALONG THE ARC OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 754.00 FEET THROUGH A CENTRAL ANGLE OF 21 DEGREES 12 MINUTES 59 SECONDS HAVING A CHORD BEARING AND DISTANCE OF NORTH 83 DEGREES 36 MINUTES 02 SECONDS EAST 277.61 FEET TO THE POINT OF BEGINNING

EXCEPTING THEREFROM A PORTION OF THE "HORN PARCEL" DESCRIBED AS FOLLOWS:

THAT PART OF GOVERNMENT LOT 6, SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 89 DEGREES 04 MINUTES 47 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 1320.00 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 04 MINUTES 47 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 45.00 FEET; THENCE NORTH 43 DEGREES 14 MINUTES 20 SECONDS WEST 140.00 FEET; THENCE NORTH 22 DEGREES 08 MINUTES 35 SECONDS EAST 90.00 FEET; THENCE NORTH 45 DEGREES 21 MINUTES 11 SECONDS EAST 140.76 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 6; THENCE SOUTH 01 DEGREES 22 MINUTES 52 SECONDS EAST, ALONG SAID EAST LINE, 283.63 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A PORTION OF THE PROPOSED ASHLEY OAKS PARCEL DESCRIBED AS:

THAT PART OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29, THENCE SOUTH 89 DEGREES 04 MINUTES 48 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SECTION 28 OF SAID TOWNSHIP, 550.02 FEET; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, PARALLEL TO THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 48 SECONDS WEST 169.94 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 12 SECONDS EAST 79.00 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 48 SECONDS WEST, 195.82 FEET; THENCE NORTH 24 DEGREES 21 MINUTES 29 SECONDS WEST, 743.09 FEET; THENCE NORTH 13 DEGREES 01 MINUTES 49 SECONDS WEST 380.50 FEET; THENCE SOUTH 76 DEGREES 58 MINUTES 11 SECONDS WEST 32.52 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 11 SECONDS WEST 37.01 FEET; THENCE SOUTH 83 DEGREES 59 MINUTES 48 SECONDS WEST 3.54 FEET TO THE INTERSECTION WITH THE EAST LINE OF GOVERNMENT LOT 6, OF SAID SECTION 29, AND THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE EAST LINE OF GOVERNMENT LOTS 6 AND 3, OF SAID SECTION 29, A DISTANCE OF 309.89 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 08 SECONDS WEST 26.29 FEET; THENCE SOUTH 02 DEGREES 49 MINUTES 16 SECONDS WEST 117.20 FEET; THENCE NORTH 76 DEGREES 58 MINUTES 11 SECONDS EAST 15.30 FEET; THENCE SOUTH 13 DEGREES 01 MINUTES 49 SECONDS EAST 58.69 FEET; THENCE SOUTH 23 DEGREES 56 MINUTES 45 SECONDS WEST 28.67 FEET; THENCE NORTH 88 DEGREES 32 MINUTES 39 SECONDS WEST 3.00 FEET; THENCE SOUTH 13 DEGREES 01 MINUTES 49 SECONDS EAST 99.26 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 48 SECONDS EAST 2.72 FEET TO THE POINT OF BEGINNING.

THAT PART OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 1630.94 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 250 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, ALONG SAID RIGHT OF WAY, 387.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, ALONG SAID RIGHT OF WAY, 419.28 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 3014.78 FEET; THENCE SOUTHEASTERLY 411.63 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 07 DEGREES 49 MINUTES 23 SECONDS; THENCE SOUTH 22 DEGREES 09 MINUTES 04 SECONDS WEST 290.39 FEET TO THE NORTH RIGHT OF WAY LINE OF PLANTATION ISLAND DRIVE SOUTH (A VARIABLE WIDTH RIGHT OF WAY); THENCE NORTH 55 DEGREES 52 MINUTES 57 SECONDS WEST, ALONG SAID RIGHT OF WAY, 232.32 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1530.00 FEET; THENCE NORTHWESTERLY 148.82 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 05 DEGREES 34 MINUTES 23 SECONDS; THENCE NORTH 81 DEGREES 27 MINUTES 20 SECONDS WEST, ALONG SAID RIGHT OF WAY 490.10 FEET; THENCE NORTH 29 DEGREES 56 MINUTES 28 SECONDS EAST 260.46 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PART OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE NORTH 01 DEGREE 22 MINUTES 52 SECONDS WEST, ASSUMED BEARING ON THE EASTERLY LINE OF SAID SECTION 28, A DISTANCE OF 1480.39 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUE NORTH 01 DEGREE 22 MINUTES 52 SECONDS WEST, ALONG SAID EASTERLY LINE, 150.55 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 312 (A VARIABLE WIDTH RIGHT-OF-WAY AS PRESENTLY ESTABLISHED); THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, 810.27 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 82 DEGREES 28 MINUTES 26 SECONDS EAST 82.13 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST 359.74 FEET; THENCE, DEPARTING SAID RIGHT-OF-WAY, SOUTH 30 DEGREES 00 MINUTES 22 SECONDS WEST 77.01 FEET; THENCE SOUTH 79 DEGREES 13 MINUTES 57 SECONDS WEST 76.59 FEET; THENCE NORTH 60 DEGREES 01 MINUTE 34 SECONDS WEST 77.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF A 100 FOOT WIDE RIGHT OF WAY; THENCE SOUTH 30 DEGREES 00 MINUTES 22 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 135.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 280.00 FEET; THENCE SOUTHWESTERLY 40.49 FEET ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 08 DEGREES 17 MINUTES 08 SECONDS TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY 50.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68 DEGREES 31 MINUTES 23 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 830.00 FEET, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF PLANTATION ISLAND DRIVE SOUTH (A 60 FOOT WIDE RIGHT OF WAY); THENCE SOUTHEASTERLY 214.05 FEET ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 14 DEGREES 46 MINUTES 33 SECONDS; THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, TANGENT TO THE LAST MENTIONED CURVE AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 568.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 290.00 FEET; THENCE SOUTHEASTERLY 115.39 FEET ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 47 MINUTES 54 SECONDS TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 350.00 FEET; THENCE SOUTHEASTERLY 229.28 FEET ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 37 DEGREES 32 MINUTES 08 SECONDS; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 55 DEGREES 22 MINUTES 35 SECONDS EAST 144.06 FEET, THENCE SOUTH 34 DEGREES 37 MINUTES 25 SECONDS EAST 110.00 FEET TO THE POINT OF BEGINNING.

Together With

THAT PART OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 1630.94 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 250 FOOT WIDE RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 659.87 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 22 SECONDS EAST 50.00 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST 629.37 FEET TO SAID EAST LINE OF SECTION 29, THENCE SOUTH 01 DEGREES 22 MINUTES 52 SECONDS EAST, ALONG SAID SECTION LINE, 58.55 FEET TO THE POINT OF BEGINNING.

Together With

THAT PART OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 1630.94 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 250 FOOT WIDE RIGHT OF WAY); THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 659.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 150.40 FEET TO A JOG IN SAID RIGHT OF WAY; THENCE NORTH 82 DEGREES 28 MINUTES 26 SECONDS EAST, ALONG SAID RIGHT OF WAY JOG, 82.13 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST 85.27 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 22 SECONDS WEST 50.00 FEET TO THE POINT OF BEGINNING.

Together With

THAT PART OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 1630.94 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 250 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 387.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 419.28 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3014.79 FEET; THENCE SOUTHEASTERLY 411.63 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 07 DEGREES 49 MINUTES 23 SECONDS; THENCE NORTH 22 DEGREES 09 MINUTES 03 SECONDS EAST 50.00 FEET; THENCE NORTHWESTERLY 404.80 FEET, ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2964.79 FEET, THROUGH A CENTRAL ANGLE OF 07 DEGREES 49 MINUTES 23 SECONDS AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 63 DEGREES 56 MINUTES 16 SECONDS WEST 404.49 FEET, THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST 419.28 FEET, THENCE SOUTH 29 DEGREES 58 MINUTES 28 SECONDS WEST 50.00 FEET TO THE POINT OF BEGINNING.



RECEIVED DEC 21 2000

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FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

December 19, 2000

GEOFFREY B DOBSON, ESQ.
66 CUNA ST, SUITE A
ST AUGUSTINE, FL 32084

The Articles of Incorporation for HARBOUR ISLAND SOUTH PROPERTY OWNERS' ASSOCIATION, INC. were filed on December 12, 2000 and assigned document number N00000008358. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Pamela Hall, Document Specialist
New Filings Section

Letter Number: 500A00063605

Exhibit C



I certify the attached is a true and correct copy of the Articles of Incorporation of HARBOUR ISLAND SOUTH PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, filed on December 12, 2000, as shown by the records of this office.

The document number of this corporation is N00000008358.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Nineteenth day of December, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION

OF

HARBOUR ISLAND SOUTH PROPERTY OWNERS' ASSOCIATION, INC.

FILED
00 DEC 12 AM 9:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, for the purpose of forming a corporation pursuant to the Florida Not-for-Profit Corporation Act, do hereby adopt the following Articles of Incorporation.

ARTICLE I

HARBOUR ISLAND SOUTH PROPERTY OWNERS' ASSOCIATION, INC.

The name of the Corporation is HARBOUR ISLAND SOUTH PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE II

TERM OF EXISTENCE

Existence of the Corporation shall be perpetual. Corporate existence shall commence upon the filing of these Articles of Incorporation.

ARTICLE III

NATURE OF BUSINESS

The purposes for which the Corporation is initially organized are the transaction of any and all business related to the management, operation and control of a property owners' association for a subdivision and performance of the duties assigned to the Corporation by the Declaration of Covenants and Restrictions for the Harbour Island South subdivision located in St. Johns County, Florida.

ARTICLE IVPRINCIPAL PLACE OF BUSINESS AND REGISTERED AGENT

The street address and mailing address of the initial principal office shall be 93-A Orange Street, St. Augustine, Florida 32084, and the name of its initial registered agent at such address is PAUL J. THOMPSON.

ARTICLE VBOARD OF DIRECTORS

The initial Board of Directors shall consist of three (3) members, but such number may be increased or decreased annually as provided in the By-Laws of the Corporation, provided that the number of Directors shall not be fewer than three (3). The names and addresses of the initial members of the Board of Directors are as follows:

Pierre Thompson
93-A Orange Street
St. Augustine, Florida 32084

Paul J. Thompson
93-A Orange Street
St. Augustine, Florida 32084

David D. Thompson
93-A Orange Street
St. Augustine, Florida 32084

The affairs of the Association shall be managed by its Board of Directors. The Officers of the Corporation shall be a President, Vice-President, Treasurer and Secretary, which officers shall be elected annually by the Board of Directors.

ARTICLE VI

INCORPORATORS

The name and address of each of the incorporators are as follows:

Pierre Thompson
93-A Orange Street
St. Augustine, Florida 32084

Paul J. Thompson
93-A Orange Street
St. Augustine, Florida 32084

ARTICLE VII

SURFACE WATER MANAGEMENT SYSTEM

A. Duties. The Association shall operate, maintain the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 4-109-0179-ERP requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

B. Powers. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

C. Assessments. The assessments shall be used for the maintenance and repair of the surface water or storm water management systems including but not limited to work within retention areas, drainage structures and drainage easements.

D. Dissolution Language. In the event of termination, dissolution 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 which would comply with section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.


E. Existence and Duration. Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.


ARTICLE VIII

AMENDMENTS

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved initially by the majority of the Board of Directors, presented to the members for approval and adopted by the majority vote of the members entitled to vote thereon.

IN WITNESS WHEREOF, the Incorporators have hereunto set their hands and seals this ____ day of December, A.D., 2000.


 Pierre Thompson



 Paul J. Thompson

STATE OF FLORIDA
 COUNTY OF ST. JOHNS

BEFORE ME, the undersigned officer duly authorized to take oaths and acknowledgments in the County and State aforesaid, personally appeared Pierre Thompson, who is personally known to me or who produced _____ as identification, and who, after being by me first duly sworn and cautioned, acknowledged to and before me that he executed the above

and foregoing Articles of Incorporation of HARBOUR ISLAND SOUTH PROPERTY OWNERS' ASSOCIATION, INC. for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in St. Augustine, St. Johns County, Florida this Ch day of December, A.D., 2000.


Notary Public, State of Florida




GEORFFREY B. DOBSON
Notary Public, State of Florida
My Comm. Expires Oct. 12, 2003
Comm. No. CC 878643



STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned officer duly authorized to take oaths and acknowledgments in the County and State aforesaid, personally appeared Paul J. Thompson, who is personally known to me or who produced _____ as identification, and who, after being by me first duly sworn and cautioned, acknowledged to and before me that he executed the above and foregoing Articles of Incorporation of HARBOUR ISLAND SOUTH PROPERTY OWNERS' ASSOCIATION, INC. for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in St. Augustine, St. Johns County, Florida this ____ day of December, A.D., 2000.


Notary Public, State of Florida
at Large
My Commission Expires: _____



GEORFFREY B. DOBSON
Notary Public, State of Florida
My Comm. Expires Oct. 12, 2003
Comm. No. CC 878643

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

Harbour Island South Property Owners' Association, Inc. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, at City of St. Augustine, State of Florida, has named Paul J. Thompson, 93-A Orange Street, St. Augustine, Florida 32064 as its agent to accept service of process within the state.

ACKNOWLEDGMENT:

I, Paul J. Thompson, having been named to accept service of process for the above stated corporation at the place designated in this certificate, hereby accept to act in this capacity and agree to comply with the provisions of the Florida Not-for-Profit Corporation Act relative to maintaining said office.


 Paul J. Thompson

BY-LAWS
OF
HARBOUR ISLAND SOUTH PROPERTY OWNERS' ASSOCIATION, INC

ARTICLE I
PERSONAL APPLICATIONS

These By-laws apply to all present or future owners and tenants of Parcels and Lots in HARBOUR ISLAND SOUTH Subdivision, as per Map Book ____, Page ____. Public Records of St. Johns County, Florida and of any future units of HARBOUR ISLAND SOUTH Subdivision hereafter filed by HARBOUR ISLAND SOUTH or its successor (hereinafter called the "Developer") in the Public Records of St. Johns County, Florida [or created by the acts of occupancy or use of any of said property by the owners and tenants which will signify that they said owners and tenants accept, ratify and will comply with these BY-LAWS.]

ARTICLE II
VOTING RIGHTS

Section 1. Membership. The number of memberships in the Association shall be equal to the number of Parcels and Lots in Harbour Island South, provided that, for purposes of this section any condominium developed within Harbour Island South shall be regarded as a single Parcel or Lot and shall be entitled to one membership. The Developer shall be a Member of the Association so long as it holds title to any property in HARBOUR ISLAND ISLAND

EXHIBIT

"D"

Subdivision, including any future units. The Developer reserves the right to vote all Memberships not owned by other Members of the HARBOUR ISLAND SOUTH PROPERTY OWNERS' Association, Inc. In the event there is an increase in the number of Parcels or Lots, then the number of Memberships shall automatically be increased by the actual number of Parcels or Lots existing, and the number of votes shall be increased to correspond with the number of Memberships.

Section 2. Voting. Each Owner of a Parcel or Lot in Harbour Island South as defined in the Declaration of Covenants and Restrictions shall be a member of the Harbour Island Property Owner's Association, Inc. ("the Association") and shall be entitled to one vote per Parcel or Lot. The Developer shall be deemed an Owner for purposes of this Section and shall be entitled to one vote for each Parcel or Lot that it owns. For the purpose of these By-laws any condominium located within Harbour Island South shall be regarded as a single Parcel or Lot and the condominium association responsible for the operation and maintenance of that condominium shall be entitled to cast one vote on behalf of the condominium. The Association may suspend the voting rights of a Member who is six months or more in arrears of payment of assessments.

Section 3. Majority of Owners. As used in these By-Laws, the terms "Majority of Owners" shall mean the number of those Owners, including the Developer, equaling at least 50 percent plus one of the total number of Parcels in the HARBOUR ISLAND SOUTH Subdivision.

Section 4. Quorum. Except as otherwise provided in these By-laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 3 of this Article shall constitute a quorum.

Section 5. Proxies. Except for the election of Directors, votes may be cast in person or by proxy. The Board of Directors of the Association shall have the right to appoint a proxy committee, and the proxy committee appointed by the Board of Directors shall be entitled to cast the vote for the person signing the proxy. The proxies shall be mailed out to all persons entitled to vote at least fifteen (15) but not more than thirty (30) days prior to a meeting of the Association, and any person wishing to vote by proxy shall have his proxy properly signed and in the hands of the Secretary at least five (5) days prior to the date of the meeting.

ARTICLE III ASSOCIATION RESPONSIBILITIES AND MEETINGS

Section 1. Association Responsibilities. The Membership as

defined in the Declaration of Covenants and Restrictions of HARBOUR ISLAND SOUTH Subdivision, to which these By-Laws are attached as an Exhibit, constitutes the Association of Owners who will have the responsibility of administering the common areas, approving the annual budget, and establishing and collecting monthly assessments. The Association shall operate, maintain and manage the surface water or storm water management system in a manner consistent with the applicable St. Johns River Water Management District permit requirements and applicable District rules and shall assist in the enforcement of the restrictions and covenants contained herein. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of Members.

Section 2. Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the owners and designated by the Board of Directors.

Section 3. Annual Meetings. The annual meetings of the Association shall be held at least once every twelve (12) months at a time and date convenient to the Members designated by the Board of Directors.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of Members as directed by

resolution of the Board of Directors or upon a petition signed by a majority of the Members and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual meeting or special Membership meeting containing a statement of the purpose of the meeting and of the time and place where the meeting is to be held. The notice must be mailed to each Member of record at least fifteen (15) but not more than thirty (30) days prior to the date of such meeting. The mailing of a notice by United States Mail, postage prepaid, shall constitute service of the notice.

Section 5. Adjourned Meetings. If any meeting of Members cannot be conducted due to the adherence of a quorum the Members who are present, either by proxy or in person, may adjourn the meeting to a time not more than forty-eight (48) hours from the time of the scheduled commencement of the original meeting was called.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors of not fewer than three (3) or of more than nine (9) members.

To qualify for election to the Board of Directors, a Member shall be in "good standing." A Member shall be in good standing when that Member owes no delinquent assessments, is in compliance with the Declaration of Covenants and Restrictions, and is a HARBOUR ISLAND SOUTH Property Owner.

The initial Board of Directors shall make a determination, by Lot, of which of three (3) Directors shall serve a one year term and which Directors shall serve a two year term, so that, as near as practicable, $\frac{1}{3}$ of the initial Board of Directors shall serve a one year term and $\frac{2}{3}$ of the Directors shall serve a two year term. Upon the conclusion of their respective terms of office, all Directors shall be elected for two year terms so that, as near as practicable, $\frac{1}{3}$ of the Board of Directors are elected for two year terms during even numbered years and $\frac{2}{3}$ are elected for two year terms during odd numbered years.

Board members elected by the Board of Directors to fill vacancies occurring prior to the annual meeting of the Association

shall serve out the remaining terms of the Directorships for which they were elected.

Section 2. Election of Directors. The Directors shall be elected by a plurality of votes cast by the eligible voters. Notice of the date of the election and procedures for taking nominations as candidates for the Board and for preparing, distributing and counting ballots shall be determined by the Board of Directors. A Member may also nominate himself or herself as a candidate for the Board at a meeting where the election is to be held. All voting for the election of the Board shall employ secret ballot and shall provide for absentee ballots. Proxies may not be used for election the Board.

Section 3. Powers and Duties. The Board of Directors shall enjoy the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these BY-LAWS directed to be exercised and done by the Members.

Section 4. Other Duties. In addition to the duties imposed by these BY-LAWS or by resolution of the Association, the Board of Directors shall be responsible for the following:

- (a) care, upkeep and surveillance of the common areas, all

islands lying within the road rights-of-way; and

(b) levying and collecting adequate assessments against members of the Association other than the Developer for the costs of maintenance and operation of the surface water or stormwater management system. The assessments shall be used for work which includes, but is not limited to, work within retention areas, drainage structures and drainage easements.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a majority vote of the Members shall be filled by the vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Vacancies caused by the failure of a sufficient number of candidates necessary to fill all seats vacated by the expiration of a Director's term shall be filled by a majority vote of the Directors, both incumbent and newly seated, even though they may constitute less than a quorum.

Section 6. Removal of Directors. At a regular or special Membership meeting, duly called and noticed any one or more of the Directors may be removed with or without cause by a majority vote of the voting Members present in person or by proxy, and a successor may then and there be elected to fill the vacancy thus

created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 7. Organization and Meeting. The regular annual meeting of a newly elected Board of Directors shall be held immediately following the annual meeting of the Members. No notice shall be necessary to the newly elected Board of Directors in order to convene such a meeting, any provision in these By-Laws to the contrary notwithstanding, providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of Regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least twenty (20) days prior to the day named for such meeting. Notice of the Regular Meeting shall be given to the Members by posting a written notice of the meeting in a conspicuous place in the subdivision at least 48 hours prior to the time of the meeting

Section 9. Special Meetings. Special meetings of the Board

of Directors may be called by the President on five (5) days notice to each Director given personally or by mail, telephone or telegraph which notice shall state the meeting time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two(2) Directors. Notice of the Special Meeting shall be given to the Members by posting a written notice of the meeting in a conspicuous place in the subdivision at least 48 hours prior to the time of the meeting.

Section 10. Waiver of Notice. Before any meeting of the Board of Directors, any Director, in writing, may waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director of any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. In no event, however, may any meeting of the Board of Directors occur without written notice to the Members posted in a conspicuous place in the subdivision at least 48 hours prior to the time of the meeting.

Section 11. Board of Directors Quorum. At all meetings of

the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the majority of the Directors present at a meeting at which a quorum is present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called by be transacted without further notice. The exception to this rule is provided in the BY-LAWS, Article IV, Section 4, Vacancies.

ARTICLE V
OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors and all of whom shall be members of the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary, none of whom need be members of the Board of Directors.

Section 2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote by a majority of the Board of Directors present at any regular or special meeting, any officer may be removed either with or without cause. The Board at such meeting shall elect a successor for the removed officer.

Section 4. President. The President shall be the Chief executive officer of the Association and shall preside at all meetings of the Association. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an association including, but not limited to, the power to appoint committees from among the Members. From time to time he or she, in his or her discretion, may decide and acquire the necessary staff appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall undertake all responsibilities of the President in the absence of the President and shall complete all duties delegated to him or her by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association; shall have charge of such books and papers as the Board of Directors may direct and which are

required by the Florida Not-for-Profit Corporation Act; and in general, shall perform all of the duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer, shall have responsibility for keeping full and accurate accounts for all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as, from time to time, may be designated by the Board of Directors.

ARTICLE VI
OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All of the Members other than the Developer are obligated to pay monthly assessments imposed by the Board of Directors to meet all projected common expenses, including specifically but not by way of limitation, fire and extended insurance coverage; vandalism and malicious mischief and public liability insurance; amortization of mortgages; payment of taxes on the recreational facilities and common areas; and satisfaction of the provisions of Article IV, Section 4.3, Covenants for Maintenance Assessments.

Section 2. Maintenance and Repair.

(a) Every member must perform all maintenance, upkeep and repair work within his or her own Parcel or Lot which, if omitted, would detrimentally affect the aesthetic appearance of the subdivision or a part hereof belonging to the other owners. Each Member is expressly responsible for the damages and liabilities that this failure to perform such maintenance, upkeep and repair may engender.

(b) A Member shall reimburse the Association for any expenditure incurred in repairing or replacing any part of the common facilities damaged through the fault of the member or any agent, guest, or lessee of such Member.

Section 3. Use of Property. Use of all property shall be limited as described by duly regulated ordinances now in effect, or as may become in effect, in the City of St. Augustine, Florida and further limited by the Declaration of Covenants and Restrictions of HARBOUR ISLAND SOUTH to which these By-laws are an Exhibit.

Section 4. Rules and Conduct. Conduct of Members shall be governed by rules and regulations, which from time to time, may be approved by Board of Directors.

ARTICLE VII
ADOPTION AND AMENDMENT OF THE BY-LAWS

Section 1. Adoption. These By-laws shall be adopted by the majority vote of the incorporators subsequent to the incorporation of the HARBOUR ISLAND SOUTH PROPERTY OWNERS' Association, Inc.

Section 2. Amendments. These BY-LAWS may be amended by the approval of two-thirds (2/3) of the Members given in person or by proxy at a meeting of the Membership.

ARTICLE VIII
SALES OR LEASE OF PROPERTY

The Association shall in no way restrict the sale or lease of property within the HARBOUR ISLAND SOUTH Subdivision or any future units of HARBOUR ISLAND SOUTH Subdivision hereafter filed in the Public Records of St. Johns County, Florida by the Developer.

ARTICLE IX
SURFACE WATER MANAGEMENT SYSTEM

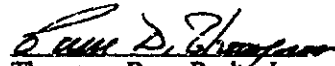
Section 1. Duties. The Association shall operate, maintain and manage the surface water or stormwater management system in a manner consistent with St. Johns River Water Management District permit number 4-109-0179-ERF requirements and applicable District rules and shall assist in the enforcement of the restrictions and covenants contained herein.

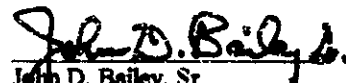
Section 2. Powers. The Association shall levy collect adequate assessments from Members of the Association for the costs and maintenance of the surface water or storm water management systems.

Section 3. Use of Assessments. The Association shall use the assessments for the maintenance and repair of the surface water or storm water management system, including but not limited to, work within any retention areas, drainage structures and drainage easements located within the subdivision.

Section 4. Operation of Surface Water Management System in the Event of the Dissolution of the Association. In the event of termination, dissolution 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 which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.


IN WITNESS WHEREOF, the Incorporators have hereunto set their hands and seals this 4th day of December, 2001.


Thompson Bros. Realty, Inc
Pierre D. Thompson, President


John D. Bailey, Sr

Howard W. Mizell, Jr.
Individually


Selo Development Company, L.L.C.
By Paul J. Thompson, managing member

 PRESIDENT
M.F.H. Landholdings, Inc


Zane Ryman Mizell


Jody Zane Allen

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Thompson Bros. Realty, Inc
Pierre D. Thompson, President

John D. Bailey, Sr


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Seloy Development Company, L.L.C.
By Paul J. Thompson, managing member

M.F.B. Landholdings, Inc


Zane Ryman Mizell

Judy Zane Allen