

This instrument prepared by and return to:  
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Sarasota, FL 34236

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

**OF**

**ISLES OF THE WORLD**

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**THIS DECLARATION** is made and executed 11/3, 2006 by **Whitehall Homes at World Golf, Ltd.**, a Florida limited partnership, hereinafter called "Developer".

**RECITALS**

**WHEREAS**, Developer is the owner of the property described in Article II hereof, which property is hereinafter referred to as the "Subdivision" or "Property", and

**WHEREAS**, Developer desires to improve the Property by constructing thereon residential Dwelling Units and further desires to provide for the maintenance of the Lots, Dwelling Units, and Common Areas through an association of Lot Owners, and

**WHEREAS**, Developer desires to establish protective covenants, easements, conditions, limitations, and reservations covering the development, improvement, and usage of the Property for the benefit and protection of all owners thereof;

**NOW THEREFORE**, Developer does hereby submit the lands described in Article II hereof to the terms, covenants, conditions, easements, reservations, and restrictions hereof which shall be covenants running with the property and equitable servitudes binding upon all existing and future owners, and all others having an interest in the lands or occupying or using the Property.

**I. DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit such construction) shall have the following meanings:

1. "Association" shall mean and refer to Isles of the World Homeowner Association, Inc., a Florida not for profit corporation, which corporation has been formed for the primary purposes of enforcing this Declaration, improving and maintaining portions of the Dwelling Units and Lots, and the Common Areas, and providing such other community services as may be beneficial to its members.
2. "Common Areas" shall mean such licenses, easements and property which may hereafter be conveyed to the Association, or specifically set aside by Developer for the common use and enjoyment of all Lot Owners.
3. "Declarant or Developer" shall mean and refer to Whitehall Homes at World Golf, Ltd., its successors or assigns.
4. "Declaration" shall mean this Declaration of Covenants, Conditions, Easements and Restrictions.
5. "Dwelling Unit" or "Townhome" shall mean the attached single-family residence constructed on a Lot. It is anticipated that the initial property submitted to the Subdivision

will eventually consist of 11 buildings with 52 Dwelling Units.

6. "Lot" shall mean and refer to any platted Lot in Isles of the World, including improvements thereon.
7. "Master Declaration" shall mean the Declaration of Covenants and Restrictions for Saint Johns-Northwest Master as recorded in Official Records Book 1185, Page 595 et seq., Public Records of St. Johns County, Florida, as amended and supplemented.
8. "Master Association" shall mean Saint Johns Northwest Master Association, Inc., and its successor or assigns.
9. "Northwest Residential Declaration" shall mean the Declaration of Covenants and Restrictions for Saint Johns-Northwest Residential as recorded in Official Records Book 1185, Page 740 et seq., Public Records of St. Johns County, Florida, as amended and supplemented.
10. "Northwest Residential Association" shall mean Saint Johns Northwest Residential Association, Inc., and its successor or assigns.
11. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons, corporations or other legal entities of the fee simple title to any Lot in Isles of the World.
12. "Isles of the World", "Subdivision", or "Property" shall mean and refer to Property described in Article II hereof, and those additional lands, if any, which may be hereafter submitted to the terms and conditions hereof.

## II. PROPERTY SUBJECT TO THIS DECLARATION

The real property owned by Declarant, and appurtenant easements, which shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration is described in composite Exhibit A attached hereto and incorporated herein, as well as additional lands that may hereafter be submitted to the terms and provisions hereof.

## III. ISLES OF THE WORLD HOMEOWNER ASSOCIATION, INC.

1. In order to establish, protect and preserve the quality of Isles of the World, all Lot Owners in Isles of the World shall be required to become members of the Association and to maintain such membership in good standing. Membership in the Association shall be an appurtenance to and may not be separated from ownership of the Lot. All members of the Association shall be bound by this Declaration, and the Articles of Incorporation and Bylaws of the Association, which are attached hereto as Exhibits B and C, respectively.

2. The Association shall be operated pursuant to this Declaration, and the Articles of Incorporation and Bylaws, including the following provisions:

a. In the event of any conflict, the Declaration shall take precedence over the Articles of Incorporation; Bylaws and applicable rules and regulations; the Articles shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations; all as amended from time to time.

b. Unless the approval or action of Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles or

Bylaws, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

c. The Association has the power to acquire property, both real and personal. The power to acquire and dispose of personal property shall be exercised by the Board of Directors. Prior to transfer of control of the Association to the non-Developer Lot Owners, the power to acquire, improve, mortgage, and dispose of real property may be exercised by the Board of Directors, and thereafter by the Board of Directors but only after approval by at least a majority of the voting interests of the membership.

d. If available at a reasonable cost, the Association shall obtain and maintain public liability insurance in such amounts as the Board of Directors may deem appropriate, and casualty insurance on insurable improvements within the Common Area. The Board of Directors shall also have the authority to acquire and maintain errors and omissions coverage to protect the board members, officers, and volunteers from liability. The Board of Directors shall have authority to compromise and settle all claims against the Association, except as may be otherwise provided by law, but nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Owners for the purpose of raising funds to discharge any liability in excess of insurance coverage.

e. Member Approval of Certain Litigation. Notwithstanding any other provisions of this Declaration, or the Articles of Incorporation or Bylaws, the Board of Directors shall be required to obtain the prior approval of at least seventy-five (75%) percent of the voting interests of the membership of the Association (1) prior to the payment of, or contracting for the payment of, legal fees to any person or firm engaged by the Association for the purpose of commencing any lawsuit, or (2) prior to the commencement of a lawsuit or other type of adversial proceeding, other than for the following purposes:

1. The collection of assessments;
2. The collection of other charges that Members are obligated to pay;
3. The enforcement of the Declaration;
4. The enforcement of the rules and regulations of the Association;
5. In an emergency, when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association or its Members; or
6. Filing a compulsory counterclaim.

#### **IV. SUBMISSION OF ADDITIONAL LANDS TO DECLARATION**

Developer contemplates the addition of other lands to this Declaration to permit the Subdivision to eventually consist of 150 Dwelling Units. Accordingly, from time to time hereafter, Developer shall have the right, in its sole discretion, to add additional residential lands to those hereinabove described by instrument recorded in the Public Records of St. Johns County, Florida, subject only to the consent and written joinder of the owner of the fee simple record title of the land to be added, and lienors thereon, provided, however, that such additional lands shall be contiguous to some portion of the lands described in Article II. (Lands separated only by a street or road shall be deemed to be contiguous.) In the event any tract of land is added to the lands described in Article II all of the provisions hereof shall apply to such tract to the same extent as they apply to the lands described in Article II.

## **V. WITHDRAWAL OF PROPERTY**

Developer reserves the right in its sole discretion, at any time and from time to time, to withdraw from the purview of this Declaration any or all of the property described in Article II, or any properties subsequently added to the terms of this Declaration pursuant to the provisions of Article IV hereof, subject only to the consent of the owner of the fee simple record title of the land to be withdrawn, and lienors thereon.

## **VI. THE COMMON AREA**

The Common Area shall be deemed to include all real and personal property (or interests therein) which the Developer may hereafter convey or transfer to the Association, or specifically set aside for the common use and enjoyment of all residential owners in Isles of the World, including Hedgewood Drive and Tracts A, B, C & D as set forth on the plat of Isles of the World at World Golf Village Phase 1 as recorded in Map Book 57, Page 43 et seq. of the Public Records of St. Johns County, Florida. Further, solely by way of illustration and not by way of limitation, if and when the following amenities are constructed by Developer, the Common Area may include: a clubhouse; swimming pool and spa; tiki bar; tennis court; lake and beach area; pedestrian sidewalks and walkways; common open space; and any utility or amenity areas or easements set aside for the benefit of all residential owners and tenants.

## **VII. OWNERSHIP, USE AND MAINTENANCE OF THE COMMON AREA**

1. From time to time hereafter, Developer may transfer title or interests to portions of the Common Area to the Association by deed, easement, or other instruments selected by the Developer, which transfers may be subject to such easements, reservations, restrictions and limitations upon usage as Developer deems appropriate, and taxes for the year in which conveyance is made. The Association shall be obligated to accept title or transferred interest to each such parcel of property as delivered by Developer. Except for those portions of the Common Area for which the responsibility of maintenance has been or hereafter is imposed on any or all of the Owners by virtue of this Declaration, the Association shall assume the expense of maintaining each respective portion of the Common Area at the time such portion is transferred to the Association, or specifically set aside for use as Common Area. Every Lot Owner and tenant shall have the nonexclusive right to use and enjoy the Common Area subject to the following provisions:

a. The right of the Association to establish, modify, amend, rescind, and enforce reasonable rules and regulations regarding use of the Common Area.

b. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

c. The right of the Association to suspend the right to use the Common Area by any Lot Owner, and the tenants and guests of the Owner, for any period during which any assessment levied under this Declaration is delinquent for 90 days or more.

d. The right of the Association to grant easements over the Common Area, and the right of the Association to release or convey its rights to any part of the Common Area to the Developer or any Lot Owner to facilitate development of residential dwellings so long as the release or conveyance does not substantially, materially and adversely affect the function and use of the remaining Common Areas.

e. Developer shall have the right in its sole discretion to permit the use of any portion or portions of the Common Area by the general public or by such persons as Developer may designate. Provided however, Developer shall not have the right to grant any person or entity a permanent right to use any portion of the Common Area unless an Easement and Maintenance Agreement is entered into which clarifies that the use shall be non-exclusive, shall be subject to the rights of the Lot Owners under this Declaration, and the agreement with the user shall obligate them to pay an equitable pro rata share of the



maintenance of any portion of the Common Area that they may have the right to use. For example, and not by way of limitation, if the owner of other property not located in the Subdivision is given the non-exclusive right to use the swimming pool within the Subdivision, the use must be non-exclusive, the user must comply with all rules and regulations promulgated by the Association applicable to the pool, and the user must be obligated to pay a fair share of the maintenance, including insurance coverage, for the swimming pool which shall be generally based upon the relative use by each and every permanent user thereof.

f. No person shall, without the written approval of Association or Developer, do any of the following on any part of the Common Area; install, build, or place any improvement or structure; store any property; commit waste, leave debris or create or maintain a nuisance; operate motorcycles for any purpose other than as a means of transportation on the private roads; permit the running of unleashed animals; light any fires; fell any trees or injure any landscaping; interfere with any drainage, utility, or access easements; discharge any liquid or material, other than natural drainage, into any lake, pond, or watercourse; alter or obstruct any lakes, ponds, or watercourses; or interfere with any water control structures or apparatus.

g. If owned in fee title by the Association, the Association shall have the right to borrow money for the purpose of improving the Common Area, and in order to secure any such loan shall have the further right to encumber that portion of the Common Area being improved.

### **VIII. ADDITIONAL RIGHTS RESERVED**

1. Notwithstanding the general provisions of this Declaration, the Developer, and its successors or assigns, has reserved and retained certain rights and privileges, and is exempt from certain provisions otherwise generally applicable, to better enable it to develop the Subdivision. This article sets forth certain reservations and retentions of rights and privileges by Developer, and exemptions afforded Developer.

a. **Construction and Maintenance.** The Developer, its designees, contractors, successors and assigns, shall have the right in its and their sole discretion from time to time to enter the Subdivision and to take all actions necessary or convenient for the purpose of completing construction and development of the Subdivision, or contiguous property, and to carry out necessary repair, maintenance and replacement that may be the responsibility of the Developer, or the Association if the Association fails to do so, provided that such activity is conducted in a reasonable manner at reasonable times and does not prevent or unreasonably interfere, in the opinion of the Developer, with the use or enjoyment of the Lot Owners. This right includes the authority to park vehicles in areas of the Subdivision that might otherwise be prohibited.

b. **Assessments.** As provided in Article XI of this Declaration, Developer is exempt from the payment of Assessments under the conditions therein provided.

c. **Sale of Lots and Use of Subdivision Property.** Developer shall have the authority to sell Lots to any persons or entities approved by it without approval of the Association or any other person or entity. Developer also reserves the right to retain, or sell and lease back, and use as sales offices, promotion and developmental offices and models any Lots or Common Areas retained or owned by it, or the use of which has been reserved by the Developer by contract or otherwise. Developer shall have the right to transact on Subdivision Property any business necessary to consummate the development of the Subdivision, or contiguous property, and sale of Lots, including the right to temporarily place a manufactured home within the Subdivision to be used as a sales or administrative office, have signs and employees in Developer offices and to use the Common Areas to show the Subdivision Property. The sales office, signs and all other items pertaining to sales shall not be considered Common Areas and shall remain the property of the Developer. Developer's rights hereunder shall continue so long as it, or its successors or assigns, is actively developing or marketing any Lot in the Subdivision, including property that may be added to the Subdivision as provided in Article IV hereof.

d. Control of Association. Developer reserves the right to maintain control of the Association, by appointment of all of the directors, pursuant to Section 720.307, Florida Statutes until the first to occur of the following events:

1. Three months after ninety (90%) percent of the Lots that will be operated ultimately by the Association have been conveyed to purchasers, or
2. When all the Lots that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, or
3. When some of the Lots have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or
4. Seven years after recordation of the Declaration.

The Developer is entitled to elect at least one member of the Board of Administration of an Association as long as the Developer holds for sale in the ordinary course of business at least one Lot in the Subdivision. Notwithstanding the foregoing provisions, Developer reserves the right to transfer control of the Association to the Lot Owners at an earlier time than mandated by statute and the Lot Owners agree to accept control of the Association when offered by the Developer.

e. Amendments to Declaration and Other Documents. Developer reserves the right to amend this Declaration, and its exhibits, to correct scrivener's errors or to conform to legal requirements. Such amendments to be made without the necessity of joinder therein by any Lot Owners, the Association or the holder of any mortgage or other lien on any part of the Subdivision.

f. Until such time as Developer has transferred control of the Association to the non-Developer Members, Developer may amend this Declaration, the Articles and the Bylaws in any manner not expressly prohibited herein, or by law, without approval of the Association, any Lot Owners or any mortgagee or other lien holder, provided that such amendment does not, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Lot Owners who do not consent in writing. The execution and recording of any amendment by Developer shall be conclusive evidence that the amendment does not materially and adversely affect substantial property rights of Lot Owners who did not join in or consent to such execution, and any such amendment shall be effective unless subsequently rescinded.

g. Additional Restrictions. Developer specifically reserves the right to prescribe and to record, from time to time hereinafter, building and use restrictions for any area of Isles of the World, including the Common Area, and to amend the same from time to time during Developer's ownership of such areas; the right to determine the nature, type and location of utility installations; and, in general, the right to do and accomplish any and all things consistent with good development practices and reasonably calculated to promote the well-being of owners of property in Isles of the World.

h. Other Reservations. Developer reserves any other rights, privileges, immunities and exemptions provided it by the terms of this Declaration, the Articles or Bylaws of the Association, or by law.

i. Non-Amendment. This Article shall not be amended without the written consent of the Developer for so long as the Developer owns any Lot in the Subdivision.

j. Developer's Rights. As long as the Developer holds one Lot for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

1. Any amendment of this Declaration, or its exhibits, which would adversely affect the Developer's rights, or remove or restrict in any manner any of the reservations in favor of the Developer.
2. Any Assessments of the Developer as a Lot Owner for capital improvements.
3. Any action by the Association that would be detrimental to the sales of Lots by the Developer. However, an increase in assessments for common expenses shall not be deemed to be detrimental to the sales of Lots.

#### **IX. RESERVATION OF EASEMENTS**

1. Easements for open space, landscaping and buffering, signage, drainage, access, utilities, and irrigation, are reserved in favor of the Developer, the Association, and others, as indicated on the plat(s) of the Subdivision and other documents recorded in the Public Records of St. Johns County, Florida.

2. Developer hereby reserves unto itself, its successors and assigns, and hereby grants to the Association, a perpetual, alienable and releasable nonexclusive easement, right and privilege (a) on, over and under the right-of-way of all private roads, guest parking areas, sidewalks and pathways in Isles of the World for ingress and egress and for the erection, construction, maintenance and use of electric power and telephone poles, wires, cables, conduits, water mains, sewers, irrigation and drainage lines, drainage ditches and swales, underdrains, and any other equipment or appurtenances pertaining to the installation, maintenance, transmission or use of electricity, telephone, cable television and other communication services or systems, gas, street lighting, water, irrigation, drainage, or other utilities or conveniences; (b) on, over and under any unimproved area of any property lying between any road, parking area, and any lake, pond, canal, swale, or ditch serving as part of Isles of the World drainage system for the installation, construction, maintenance and use of irrigation and drainage lines, pipes, ditches, swales, and other irrigation or drainage devices, including the right of pedestrian and vehicular ingress and egress to such lake, pond, canal, swale, or ditch for such purposes; and (c) on, over and under all unimproved property lying within twenty (20) feet of the normal water line of all lakes and ponds, and within ten (10) feet of the top of the bank of all unimproved areas of canals, swales, and ditches serving as part of Isles of the World drainage system, for access to and maintenance of all portions thereof and for installation and maintenance of drainage control devices and apparatus. If Developer, the Association, or any other person should in the exercise of its rights under any of the aforesaid easements disturb any grass, soil, or paving, Developer, the Association, or such other person, as the case may be, shall restore the same as nearly as practicable to their condition prior to their being disturbed. As used herein, "unimproved area" shall mean any area on which there are situated no permanent improvements other than landscaping, walkways or driveways.

3. Contiguous Property. Easements for utilities and drainage are hereby reserved over the utility and drainage easements located herein or otherwise reserved herein to provide utilities and drainage to properties contiguous to the Subdivision, including but not limited to the property that could become a part of the Subdivision pursuant to Article IV of this Declaration.

4. Developer. Easements, including but not limited to ingress and egress, are hereby reserved and shall exist through and over the Subdivision Property as may be required, convenient or desired by Developer for the completion of the development of the Subdivision and the sale of the Lots. Likewise, such easements are also reserved to the Developer for the development of contiguous lands not part of the Subdivision Property, including but not limited to lands that might be submitted as additional property hereunder. Neither the Lot Owners nor the Association shall interfere in any way with such completion and sale. Further, Developer reserves unto itself the right to grant additional non-exclusive easements for ingress, egress, utilities and drainage.

5. Encroachments. If a Dwelling Unit or other improvement on a Lot shall encroach upon any

Common Area, or upon any other Lot by reason of original construction or by the non-purposeful or non-negligent act of the Lot Owner, then an easement appurtenant to such encroaching Lot, to the extent of such encroachment, shall exist. If any Common Areas shall encroach upon a Lot as a result of original construction or the non-purposeful or non-negligent act of the Association or the Developer then an easement appurtenant to such Common Area, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

6. Party Wall Easement. Each Lot Owner is granted a nonexclusive easement over and across the adjoining Lot, and all improvements thereon, as may be reasonably necessary for the support, maintenance or replacement of any party wall serving the Owner.

7. Support and Maintenance. An easement of support in every portion of the Subdivision that contributes to the support of a Building, and such easements as may be reasonably necessary or desirable are provided for the purposes of maintenance, repair, replacement, rebuilding and reconstruction of the Dwelling Units, Common Areas, utility services, and for implementation of any of the maintenance or repair obligations of the Association and Lot Owners.

#### **X. MAINTENANCE AND INSURANCE OF LOTS AND LOT IMPROVEMENTS**

1. Maintenance of lawns, landscaping, and irrigation systems. The Association shall maintain the lawn, landscaping, and irrigation system on each Lot; provided however, that each Lot Owner shall be responsible for any reasonably required replacement of the lawn and landscaping on the Lot, whether such replacement is required due to freezes or other acts of God, normal plant life expectancy, Lot Owner fault, or otherwise. All such maintenance and replacement shall be performed so that the lawn, landscaping and irrigation system are kept in good, safe, healthy, neat, and orderly appearance and condition, consistent with rules and regulations as may be promulgated by the Association. If a Lot Owner fails to promptly perform the Owner's replacement obligations hereunder, the Association may, after reasonable written notice to the Lot Owner and the failure of the Lot Owner to cure, in its sole discretion, undertake necessary replacement of the lawn, landscaping, and irrigation system and assess the Lot Owner for the reasonable cost and expense of the work. The Association shall be entitled to a lien to secure payment of these costs and expenses, which shall be deemed an assessment against the Lot and the Lot Owner and collectable as provided generally in this Declaration for assessment obligations. As used in this provision, the term "landscaping" shall mean all plants, including vegetation, shrubs, and trees, but excluding the lawns, that are planted in the ground and are not located within a Dwelling Unit or a screened enclosure.

2. Maintenance of exterior portions of Dwelling Unit and other improvements on a Lot. The Association shall provide periodic painting, pressure cleaning and other minor cosmetic measures (but not repairs or replacement) of the exterior wall surfaces, exterior wood surfaces, and exterior trim, of Dwelling Units on all Lots within the Property, as originally installed by the Developer or a builder. The Association shall also provide painting, periodic pressure cleaning, and routine maintenance (but not repairs or replacement) of perimeter fences and walls on the Lots. Such maintenance shall not apply to exterior surfaces that have been enclosed or blocked by screening. The Association shall also paint, clean, repair and replace all mailboxes from time to time as determined by the Board of Directors. The Association shall be responsible for pressure cleaning the finished exterior surface of the roof, as originally installed, but not for repairs or replacement. All other maintenance, repair, refurbishment, and replacement of the wall surfaces, trim, roof, fences, and other improvements on a Lot shall be the responsibility of the Owner, unless the Association elects to repair or replace the same, which it may, but is not obligated to. Nothing contained herein shall obligate the Association to make repairs or replacement of improvements damaged by fire, windstorm, hail or other casualty; such repairs and replacement shall be the responsibility of the Owner of the Lot which suffers such damage.

3. Party walls. The rights and duties of the Lot Owners with respect to party walls shall be governed by the following provisions:

a. Each wall built as a part of the original construction of the Dwelling Units upon adjoining Lots and placed on or about the dividing line between such Lots shall constitute a party wall, and to the extent not inconsistent with remaining provisions of this Article, the general rules of law regarding party walls and liability for property damage shall apply thereto.

b. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the adjoining lot owners.

c. If a party wall is destroyed or damaged by fire or other casualty, to the extent such destruction or damage is not covered by insurance and repaired from the proceeds of insurance, the adjoining Lot Owners shall restore the party wall and each shall contribute one-half the cost of such restoration.

d. If a party wall is damaged or destroyed by or through the act of a Lot Owner (whether or not such act is negligent or otherwise culpable) so as to deprive the adjoining Lot Owner of the full use and enjoyment of such party wall, then the Lot Owner responsible for such damage shall repair such damage, and to the extent such damage is not covered by insurance, shall bear the full cost of repairs. If such Lot Owner fails to repair such damage promptly, then the adjoining Lot Owner may effect such repairs and, to the extent the cost of such repairs is not covered by insurance, shall be entitled to contribution for such cost from the Lot Owner responsible for such damage.

e. The right of a Lot Owner to contribution from an adjoining Lot Owner under this Article shall be an appurtenance to the Lot and shall pass to the successors and assigns in title to the Lot.

f. There shall be no alteration of a party wall by a Lot Owner in any manner materially and adversely affecting the full use and enjoyment of the party wall by the adjoining Lot Owner without the prior written consent of the adjoining Lot Owner.

4. **Owner Maintenance.** Each Owner shall maintain, repair, and replace his or her Lot, the Dwelling Unit on the Lot, and all other improvements on the Lot, unless such maintenance is the responsibility of the Association pursuant to this Article. By way of example and not limitation, every Owner shall maintain, repair and replace driveways; screened-in and open-air patios; windows; doors; screening; air conditioning and heating equipment; all utility lines, piping and conduits serving the Lot or improvements thereon; and the interior of the Dwelling Unit.

5. **Window Coverings.** The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Dwelling Unit, visible from the exterior of the Dwelling Unit, shall be subject to the rules and regulations of the Association.

6. **Modifications and Alterations.** If a Lot Owner makes any modifications, installations or additions to his Lot, including without limitation the addition, alteration or substitution of landscaping, Dwelling Unit improvements and additions, and the like, the Unit Owner, and successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the Common Areas or other Lots resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other portions of the Lot or Subdivision Property, provided however, nothing herein shall be construed to authorize an owner to proceed with any such work without first obtaining the written approval of the Board of Directors or the Developer as required elsewhere in this Declaration.

7. **Use of Licensed and Insured Contractors.** Whenever a Lot Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Lot, such Owner shall be deemed to have warranted to the Association and its members that the contractor(s) are properly

licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

8. **Alteration of Lots or Common Areas by Lot Owners.** No Owner shall make or permit the making of any material alterations or substantial additions to his or her Lot, or the Common Areas, or in any manner change the exterior appearance of his or her Lot, Dwelling Unit, or any portion of the Subdivision Property, without first obtaining the written approval of the Board of Directors or Developer as provided in Article XIII hereof, which approval may be denied if the Board of Directors or Developer determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Subdivision in part or in whole.

9. **Enforcement of Maintenance.** If after reasonable notice the Owner of a Lot fails to maintain the Lot or improvements thereon as required in this Declaration, or in the event of an emergency situation as determined in the discretion of the Board of Directors of the Association, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Lot, Dwelling Unit or other Lot improvements, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the Lot as authorized by this Declaration shall be charged to the Lot Owner, together with reasonable attorney's fees and other expenses of collection, if any, and shall constitute a lien on the Lot and may be foreclosed in the manner provided in this Declaration for assessments.

10. **Association's Access to Lot.** The Association has an irrevocable right of access to the Lots, and Dwelling Units thereon, and other improvements, for the purposes of protecting, maintaining, repairing and replacing the Common Areas or portions of the Lot or improvements to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Lots or Common Areas. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Lot. The Association may retain a pass-key to all Dwelling Units. If it does, no Lot Owner shall alter any lock, nor install a new lock, which prevents access when the Dwelling Unit is unoccupied, unless the Lot Owner provides a key to the Association. If the Association is not given a key, the Lot Owner shall pay all costs incurred by the Association in gaining entrance to the Dwelling Unit or Lot, as well as all damage to his Lot or improvements thereon caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to the Dwelling Unit caused by the non-availability of a key.

11. **Pest Control.** The Association may supply pest control services for the inside of each Dwelling Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Subdivision, in which event the Owner thereof must either permit the Association's pest control company to enter the Dwelling Unit or must employ a licensed pest control company to enter the Dwelling Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the Common Expenses, the election of an Owner not to use such service shall not reduce the Owner's Assessments.

12. **Insurance.** Each Lot Owner shall carry casualty insurance on the insurable portions of the Lot improvements, including the Dwelling Unit constructed thereon. In the event of any damage, the Owner shall remove all debris within sixty days, and complete repair and reconstruction of the damaged improvements within one year in a manner consistent with the original construction, or such other plans and specifications approved by the Association as provided elsewhere in this Declaration.

## XI. ASSESSMENTS AND COLLECTIONS

1. The Association shall have the power and duty to assess each Lot Owner equally, for the expenses necessary to carry out the responsibilities and duties of the Association, and for such expenses as may reasonably be incurred by the Association in promoting the health, safety, welfare and recreational interests of the residents of the Subdivision, including but not limited to the following:

a. To pay all ad valorem taxes assessed against the Common Areas of Isles of the World owned by the Association, and against any and all personal property that may hereafter be acquired by the Association.

b. To pay any other taxes assessed against or payable by the Association.

c. To pay all expenses required for the operation, management, repair, maintenance, improvement and replacement of Common Areas in Isles of the World, and those portions of the Lots and Dwelling Units designated for maintenance by the Association under this Declaration.

d. To pay all utility charges incurred in connection with the operation of said Common Areas, including lighting expense.

e. To pay for all water and sewage charges to the Lots and Dwelling Units that are not separately metered to the individual Lots.

f. To acquire and pay for such casualty, liability and other insurance coverage as the Association may deem necessary or desirable.

g. To provide for engineering and accounting services, legal services, and such other professional and employee services as may be deemed appropriate by the Association.

h. To provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.

i. To pay the operating expenses of the Association, including compensation of officers and directors and/or reimbursement of actual expenses incurred by officers and directors, if authorized by the board of directors.

j. To repay any funds borrowed by the Association for any of its lawful purposes, including interest thereon.

k. To make such other expenditures as may be deemed necessary or desirable by the Association's board of directors for the purpose of accomplishing the intent, purposes and objectives set forth in this Declaration.

2. Declarant hereby covenants for each Lot within the Subdivision and each Owner of a Lot is hereby deemed to covenant by acceptance of a deed for such Lot, whether or not it shall be so expressed in the deed, to pay to the Association (1) annual assessments for membership in the Association and (2) special assessments as may be levied by the Association. A member is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the owner. The amount of said annual and special assessments shall be established as set forth in the Bylaws. Assessments and installments thereof not paid within thirty (30) days from the date when they are due shall bear interest at eighteen (18%) percent from the due date until paid. The Association may impose a late payment fee, in addition to interest, of \$25.00 per delinquent

assessment. All payments on account shall be applied first to interest, then to late payment fees, attorney's fees, and costs, and finally to unpaid assessments. No payment by check is deemed received until the check has cleared. The annual and special assessments, together with interest, costs of collection, and reasonable attorneys fees incurred by the Association in the collection of assessments, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. The lien is effective from and after recording a claim of lien in the Public Records of St. Johns County, stating the description of the Lot, the name of the record owner, the amount(s) due and the due date(s). The lien is in effect until all sums secured by it have been fully paid or until barred by law. The claim of lien includes assessments that are due when the claim is recorded, as well as any assessments that shall subsequently become due together with such other sums specified herein. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. Liens for unpaid annual and special assessments may be enforced by the Association by foreclosure suit in the same manner as a mortgage foreclosure, or in such other manner as may be permitted by law. In the event the Association shall institute suit to foreclose such lien, it shall be entitled to recover from the owner of such property the aforesaid interest and late charges and all costs, including reasonable attorneys fees, incurred in preparation for and in bringing such proceedings, and all such costs, interests and fees shall be secured by said lien. An owner has the right to require from the Association a certificate showing the amount of unpaid assessments with respect to the owner's lot.

3. Liability for assessments under this Declaration shall not begin until a certificate of occupancy has been issued for improvements on a Lot. It is the intent of this section that assessments shall not be due on vacant lots, however, Master Association and Northwest Residential assessments may be due on unimproved, vacant lots.

4. Notwithstanding any provision herein contained, Declarant shall not be obligated to pay any annual or special assessment on any Lot owned by the Declarant for a period of one year from the date of recording of this Declaration in the Public Records of St. Johns County, Florida, provided however that Declarant agrees to fund the deficit in the operating expenses (not including capital improvements or reserves for deferred maintenance or capital expenditures) to the extent the operating expenses are not covered by assessments and initial contributions paid by non-Developer Lot Owners, or from other revenues of the Association. Developer shall have the right to extend its deficit funding hereunder, on the same terms and conditions, for additional one-year periods by providing written notice to the Association on an annual basis. The Developer shall have the option of terminating the deficit funding, or any extension thereof, at any time by providing written notice to the Association, in which event from and after the effective date of the termination as set forth in the notice, the Developer shall be obligated to pay assessments on Lots it owns and shall be relieved of any obligation to fund any deficit of the Association occurring after the effective date of the termination.

5. As disclosed in Articles XV and XVI hereof, every Lot Owner is a mandatory member of the Master Association and the Northwest Residential Association, and is required to pay assessments to those associations. Isles of the World Homeowner Association, Inc. may, as a convenience to its members, collect the assessments due the Master Association and/or the Northwest Residential Association, in which event those assessments shall be remitted to the applicable association within a reasonable time after receipt. Nothing herein shall obligate Isles of the World Homeowner Association, Inc. to pay assessments to the Master Association or the Northwest Residential Association except to the extent those assessments are collected from the Lot Owners. It is the intent of this provision to permit Isles of the World Homeowner Association, Inc. to act as collection agent for the Master Association and/or the Northwest Residential Association if the corporations are agreeable, but not impose any assessment obligations on Isles of the World Homeowner Association, Inc., or any Lot Owner, except as provided under the Master Declaration or the Northwest Residential Declaration. In the event a Lot Owner fails to pay Isles of the World Homeowner Association, Inc. for an assessment due the Master Association or the Northwest Residential Association, it shall be the responsibility of the Master Association or the Northwest Residential Association, as applicable, to pursue collection of that debt as provided under the



Master Declaration or the Northwest Residential Declaration, unless Isles of the World Homeowner Association, Inc. has expressly consented in writing to pursue collection of delinquent accounts on behalf of the Master Association or the Northwest Residential Association.

## XII. USE RESTRICTIONS

1. The Owner(s), and all occupants and guests, of each Lot in the Subdivision shall be subject to the following use restrictions:

a. All Lots shall be used for residential purposes only, provided however, Owners, tenants and occupants may conduct limited professional or business activities incidental to the primary use of the Lot as a residence, but only if the activity is acceptable under the Zoning Regulations of St. Johns County; cannot be seen, heard or smelled by other residents; does not cause an increase in pedestrian or vehicular traffic in the Subdivision; does not increase the insurance risk of other Lot Owners, or the Association; or constitute a dangerous activity jeopardizing the health, safety or welfare of other residents.

b. No activities shall be permitted and no conditions shall be created or allowed to exist which shall constitute a nuisance or unreasonable annoyance to the other residents of the Subdivision. As to unimproved Lots, all areas must be regularly mowed and no weeds, underbrush or unsightly growths of plants shall be permitted to grow or remain on the premises. All Lots shall at all times be kept clear of any trash, debris, or waste which might constitute a health or fire hazard or which will detract from the beauty and appearance of the area or be otherwise aesthetically objectionable. In the event an Owner of a Lot shall fail or refuse to keep the premises in good order and free and clear of debris, trash or refuse, the Association may, after giving reasonable notice to the Owner remove the refuse, and do whatever is reasonably necessary to put said Lot in clean and proper order and appearance. Any such entry on the Lot by the Association, or its agents or contractors, for the purpose provided for herein, shall not be deemed a trespass. The Association shall make a reasonable charge to the Owner for said service. Said charge shall constitute a lien against the Lot, which lien may be foreclosed without notice in accordance with the provisions of the law providing for mortgage foreclosures. In the event foreclosure proceedings are filed, the Association shall be entitled to recover as part of the judgment reasonable attorney fees and court costs required thereby.

c. No advertising or sign of any character shall be displayed or placed upon any Lot except for (1) one security sign, and (2) a name plaque for the occupant of the residence on the Lot, all of which must be in accordance with rules adopted by the Association, and except for the Developer as otherwise provided herein.

d. The Owner or tenant of each Lot may keep no more than two (2) pets, of a normal domesticated household type (such as a cat or dog) in the Dwelling Unit on the Lot. The pets must be leashed or carried at all times while outside of the Dwelling Unit on the Lot. Any Owner or other resident who keeps or maintains any pet upon any portion of the Subdivision Property shall be deemed to have indemnified and agreed to hold the Association, each Lot Owner, and the Developer, free and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the Subdivision. All pets shall be registered with the Board of Directors and shall be otherwise registered and inoculated as required by law. Lot Owners and occupants shall be responsible for picking up all excrement deposited by any pet as soon as practicable. Failure to pick up and properly and promptly dispose of such excrement shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. The ability to keep such a pet is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet that becomes a source of annoyance to other residents. No reptiles, rodents, poultry, amphibians or livestock may be kept or maintained, but tropical fish or caged birds are permitted, provided however, no birds of a variety that will emit sounds that can be heard on other Lots may be kept.

e. Parking.

1. Except as set forth below, only conventional passenger automobiles and personal motorcycles used for normal transportation may be parked in any parking area. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, passenger vans, pick-up trucks with a cargo load capacity of 1/2 ton or less, and sport utility vehicles.

2. All other motor vehicles, including but not limited to commercial vehicles (any vehicle used in a trade or business or having advertising or promotional information, symbols or business signage or materials affixed thereto), trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and pick-up trucks with a cargo load capacity in excess of 1/2 ton), boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motor homes, mobile homes, any and all other vehicles other than the aforescribed, shall be prohibited.

3. Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in a driveway during the time they are actually servicing a home, but in no event overnight; (2) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a driveway when they are being actively loaded or unloaded; (3) golf carts are permitted given the Subdivision is part of a golf course community but they must be parked or stored in the Owner's garage and may not be parked or stored in the driveway or outside the garage, (4) any of the motor vehicles, trailers or other vehicles which are otherwise prohibited by virtue of this provision may be parked inside an Owners garage provided the garage door is kept closed and the vehicle is only located outside of the closed garage when it is being loaded or unloaded or driven to or from the home.

4. No parking on lawns is permitted. No on-street parking shall be permitted, unless prior written approval by the Board of Directors, or Association manager, is obtained. No vehicle may be parked on a driveway overnight except for vehicles driven by overnight guests, which may be parked in the driveway of the host no more than fourteen (14 ) days in a twelve month period.

5. Subject to the provisions of applicable laws, any vehicle of any nature whatsoever parked in violation of these, or other restrictions set forth in this Declaration, or Rules or Regulations adopted pursuant to the Declaration, may be towed by the Association at the sole expense of the owner of the vehicle if such vehicle remains in violation for a period of twenty-four hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor the failure of the owner to receive it for any reason, shall be grounds for relief of any kind. By acquisition of title to a Lot, the Owner grants to the Association the irrevocable right to tow vehicles parked on the Owner's Lot that are in violation of the Declaration, or Rules and Regulations.

6. The Board of Directors of the Association shall have the authority to prohibit any vehicle that would otherwise be permitted under this section, if the Board determines, in the reasonable exercise of its business judgment, that the vehicle constitutes a safety hazard or a nuisance. For example, certain vans may be prohibited by the Board rule from parking in certain areas because their height and size, and/or lack of windows, will make it dangerous for the owners of vehicles parked next to them to safely enter and exit the parking areas.

7. No signs, including but not limited to "For Sale" signs or commercial signage, shall be permitted in or on any vehicles except for commercial vehicles being used in the active and actual furnishing of services to the Association or other lot owners.

8. Temporary exceptions to these parking restrictions may be granted in writing at the sole discretion of the Association to accommodate special occasions, holiday guests, and similar situations. Requests for temporary exceptions should be communicated to a Board member or a designated management representative.

f. All garbage or trash must be placed in containers approved by the Association and kept in the garage except for the time necessary to enable pickup by authorized waste collectors. Any propane or other bottled gas tanks must be underground.

g. No unlawful, improper, hazardous, or immoral, or unlawful use shall be made of any Lot. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Lot, shall be corrected by, and at the sole expense of the Owner of the Lot.

h. No firearms, air rifles, BB guns or like devices shall be discharged, fired, shot or otherwise used on any Lot or area within the Subdivision.

i. No motorized vehicles shall be operated on a lake or anywhere else within the Subdivision except on the paved surfaces of the private roadways and driveways.

j. No Owner or occupant shall obstruct or impede the safe use and reasonable enjoyment of the private roads, drainage easements, and other Common Areas.

k. Garages. The garages are intended for the primary purpose of parking motor vehicles. No garage shall be permanently enclosed or converted to any other use without the prior written approval of the Board. When ingress and egress to the garage is not required, the garage doors shall remain closed, except to permit ventilation when the garage is in use by the Owner or other resident. Repair of motor vehicles is permitted only inside the garages.

l. Subject to the rights of the members as provided in the Bylaws, reasonable rules and regulations concerning the use of the Common Area, Lots, and Dwelling Units may be made and amended from time to time by the Board of Directors of the Association, and all Owners and occupants shall abide by said regulations.

### **XIII. ARCHITECTURAL CONTROL**

1. The following provisions shall govern the construction, placement, alteration, or addition of any improvement on any Lot or the Common Area by any person or entity, including Lot Owners, other than Developer:

a. Approval by Developer. No improvement or structure of any kind, including, without limitation, any building, fence, wall, fountain, statuary, swimming pool, tennis court or other game court or structure, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, parking lot or garage, or other improvement of any nature whatsoever shall be commenced, erected, placed or maintained upon any portion of the Property in Isles of the World, nor shall any addition, change or alteration thereof or thereto be made, including but not limited to a change in the color of an improvement or building, nor shall any excavation be commenced, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by Developer. In keeping with Developer's intent to assure to each residential owner in Isles of the World, a community of quality buildings of tasteful design, appearance, and location in relation to surrounding structures and topography, their proposed materials and construction standards, and their general aesthetic impact, Developer may, in Developer's sole discretion, disapprove plans and specifications for any reason, including purely aesthetic considerations, but in order to assist an owner in the development of acceptable

plans and specifications, Developer shall state with reasonable particularity Developer's grounds for such disapproval.

b. **Submission of Plans.** Two (2) complete sets of all plans and specifications for any such improvement or structure proposed for any Lot in Isles of the World shall be submitted to and approved by Developer prior to the commencement of construction or placement of such improvement. Any landscaping plan shall include: (1) a landscaping scheme; (2) a listing of the plant stock included in the scheme; and (3) the size of such stock at the time of planting. A site plan shall be submitted showing the location, diameter and species of all existing trees and a designation of all trees to be removed. In addition, Developer may require submission of plans for the grading of any Lot and plans specifying the proposed elevation of the floor slab of any structure to be built on such Lot. Any increase in the elevation of the existing grade of a Lot shall be accomplished by the Owner so as to not increase the surface water runoff from such Lot onto neighboring properties. Whenever required by Developer, the Owner shall also furnish a drainage plan for the Lot. Developer may also require submission of samples of building materials proposed for use and such additional information as may be reasonably necessary for Developer to completely evaluate the proposed structure or improvement.

c. **Preliminary Drawings.** In order to facilitate the preparation and ultimate approval of construction and landscaping plans, any owner may submit preliminary drawings or other writings prior to the preparation and submission of final working drawings and specifications. Developer shall review such preliminary drawings and indicate its approval, disapproval, or recommendation on the matters shown thereon.

d. **Statement of Approval.** If, following its review of the plans and specifications submitted to it, Developer disapproves such plans and specifications, Developer shall advise the Owner of the portion or items thereof which were found to be objectionable. In the event the Owner corrects the objectionable portions, the Owner may resubmit the plans and specification, as corrected, for approval. Upon final approval of an owner's plans and specifications either as originally submitted or as subsequently modified in accordance with the recommendations of Developer, Developer shall indicate its approval in writing on the plans and specifications. One set of such plans and specifications shall then be returned to the owner and one set shall be retained by Developer. Should Developer fail to either approve or disapprove an owner's plans and specifications within thirty (30) days after the owner submits the plans and specifications and pays all applicable approval fees, then approval shall be deemed to be denied.

e. **Approval Fees.** Developer may adopt a schedule of reasonable fees for reviewing preliminary drawings or plans and specifications submitted to it for approval. The schedule may set different fees for different classifications of improvements. The schedule may also provide for additional fees for the review of any resubmitted preliminary drawings or plans and specifications. All such fees shall be payable to Developer, in cash, at the time the preliminary drawings or plans and specifications are submitted or resubmitted to Developer.

#### **XIV. RIGHTS OF MORTGAGEES**

1. **Mortgage Foreclosure.** If the mortgagee of a first mortgage of record acquires title to a Lot as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the mortgagee shall not be liable for the share of common expense or assessments attributable to the Lot, or chargeable to the former Owner of the Lot, which came due prior to the mortgagee's acquisition of title. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Lot Owners, including the acquirer and its successors and assigns. No Owner or acquirer of title to a Lot by foreclosure (or by a deed in lieu of foreclosure) may during the period of ownership, whether or not the parcel is occupied, be excused from the payment of any assessments coming due during the period of such ownership.

2. **Redemption.** If proceedings are instituted to foreclose any mortgage or lien on any Lot, the Association, on behalf of one or more Lot Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Lot at the foreclosure sale. A mortgagee shall have an unrestricted, absolute right to accept title to the Lot in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Lot at the foreclosure sale.

3. **Right to Inspect Books.** The Association shall make available to Institutional Lenders, upon request, current copies of the recorded Declaration, and exhibits, and the books, records and financial statements of the Association. "Available" means ready for inspection, upon written request during normal business hours, or under other reasonable circumstances. Photocopies provided at the request of the mortgagee shall be at the expense of the mortgagee.

4. **Financial Statement.** Any Institutional Lender is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year, when available.

5. **Lender's Notices.** Upon written request to the Association, any Institutional Lender shall be entitled to timely written notice of any delinquency of sixty (60) days or longer in the payment of Assessments or charges owed by the Owner of any Lot on which it holds a mortgage.

#### **XV. MASTER ASSOCIATION**

All Lots and Property in the Subdivision is subject to the Master Declaration. Every Lot Owner is a mandatory member of the Master Association, is obligated to pay assessments to the Master Association, is required to comply with all the restrictions, covenants, terms and conditions of the Master Declaration, and is entitled to one vote in the Master Association affairs, which is cast by a representative from the Association. The Association will be a Subassociation as that term is defined under the Master Declaration.

#### **XV. NORTHWEST RESIDENTIAL ASSOCIATION**

All Lots and Property in the Subdivision is subject to the Northwest Residential Declaration. Every Lot Owner is a mandatory member of the Northwest Residential Association, is obligated to pay assessments to the Northwest Residential Association, is required to comply with all the restrictions, covenants, terms and conditions of the Northwest Residential Declaration, and is entitled to one vote in the Northwest Residential Association affairs, which is cast by a representative from the Association. The Association will be a Subassociation as that term is defined under the Northwest Residential Declaration.

#### **XVI. DEVELOPMENT OF REGIONAL IMPACT AND OTHER RESTRICTIONS**

All Lots and Property in the Subdivision is subject to the Saint Johns Development of Regional Impact Development Order adopted pursuant to Section 380.06, Florida Statutes as resolution No. 91-130 of the Board of County Commissioners of St. Johns County, Florida and recorded in Official Records Book 922, Page 219 of the Public Records of St. Johns County, Florida as amended and supplemented from time to time by recorded documents. The Property is also subject to other easements, restrictions, covenants, conditions, limitations, reservations, obligations, benefits, as set forth in documents recorded in the Public Records of St. Johns County, Florida.

#### **XVII. GENERAL PROVISIONS**

1. **Remedies for Violation:** Each Owner, and every occupant or visitor of a Lot, shall be governed by and shall comply with the terms of this Declaration and all exhibits attached hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. Each Owner is responsible for the actions of their tenants, occupants and guests. Each Lot Owner shall be liable for the expense of any maintenance, repair or replacement of the Common Area, or Lots, including

Dwelling Units and other improvements, owned by other persons, or any property in which the Association owns an interest rendered necessary by the Owner's willful action or negligence or by the willful action or negligence of any member of the Owners' family or his or their guests, employees, agents or lessees. In the event of a breach of any of the covenants, conditions or restrictions contained herein, the Developer, the Association, or any person or persons owning real property subject to this Declaration shall have the right to take any action or prosecute any proceedings provided for by law. The prevailing party shall be entitled to recover court costs and a reasonable attorneys fee against the non-prevailing party in such action.

2. Terms of Restrictions: The provisions of this Declaration shall be in effect for thirty years following the recording of this Declaration in the public records and shall be automatically renewed for successive ten year periods, subject however to the right of the Developer and the Lot Owners to amend as provided in paragraph 3 below.

3. Amendment. This Declaration may be amended as follows:

a. Until such time as the Developer has transferred control of the Association to the non-Developer Lot Owners, this Declaration, and the Articles of Incorporation and Bylaws, may be amended by affirmative resolution of the Board of Directors of the Association without any notice, meeting or approval of the Unit Owners as otherwise generally provided in this Declaration. However, no such amendment shall materially and adversely alter or modify the appurtenances to any Lot or increase the proportion or percentage by which the Owner of the parcel shares the Common Expenses and owns the Common Surplus.

b. After transfer of control of the Association to the non-Developer Lot Owners, this Declaration may be amended at any time, and from time to time, upon the approval of members of Association holding at least two-thirds (2/3) of the voting interests. All amendments shall reasonably conform to the general purpose of this Declaration. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the voting interests of the members of the Association.

c. An amendment shall be evidenced by a certificate of the Association that shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the Public Records of St. Johns County.

4. Assignment by Declarant: Declarant reserves the right to assign all or a portion of its rights and responsibilities hereunder, whether they are personal in nature or not, to the Association, or to another person or entity. After such assignment is recorded in the Public Records of St. Johns County, the assignee shall stand in place and in stead of Declarant as fully as if it had originally declared hereunder and shall have all of the discretionary authority granted by Declarant.

5. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

6. Waiver. Failure of Developer or the Association to insist upon strict performance of any provision of this Declaration with respect to any property in Isles of the World shall not be deemed to be a waiver of such provision as to such property unless Developer or the Association has executed in writing a waiver thereof. Any such written waiver of any provision of this Declaration by Developer or Association with respect to any property in Isles of the World shall not constitute a waiver of such provision as to any other property.

7. Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

IN WITNESSETH WHEREOF, the undersigned representative of **Whitehall Homes at World Golf, Ltd.**, has caused this Declaration to be executed this 3 day of Nov, 2006.

K Drake  
Witness signature  
Kathy Drake  
Print name of witness

**Whitehall Homes at World Golf, Ltd,**  
a Florida limited partnership

By: **Whitehall Homes at World Golf, Inc.**  
a Florida corporation, general partner  
[Signature]  
By: **Ronald Mustari, President**

Lynn Lakel  
Witness signature  
Lynn Lakel  
Print name of witness

STATE OF FLORIDA  
COUNTY OF

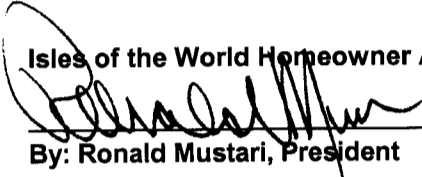
The foregoing instrument was acknowledged before me this 3 day of Nov, 2006, by Ronald Mustari, as President of Whitehall Homes at World Golf, Inc., a Florida Corporation, as general partner of Whitehall Homes at World Golf, Ltd, a Florida Limited Partnership, on behalf of the corporation and partnership. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.



Lynn Lakel  
Notary Public - State of Public  
Lynn Lakel  
Notary Print Name  
My Commission Expires: Dec. 11, 2009

**CONSENT AND JOINDER OF ASSOCIATION**

The undersigned representative of Isles of the World Homeowners Association, Inc. hereby joins in the Declaration of Covenants, Conditions, Easements, and Restrictions of Isles of the World for the purpose of accepting the responsibility to operate and maintain said subdivision as provided therein, consistent with the requirements of Chapter 720, Florida Statutes.

**Isles of the World Homeowner Association, Inc.**  
  
By: Ronald Mustari, President

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 3 day of Nov, 2006 by Ronald Mustari, as President, of Isles of the World Homeowner Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification: \_\_\_\_\_  
\_\_\_\_\_. If no type of identification is indicated, the above-named person is personally known to me.



Notary Public Lynn Lakel  
Printed Name Lynn Lakel  
My Commission Expires: Dec 11, 2009



JOINDER AND CONSENT OF MORTGAGEE

The undersigned is the owner and holder of a mortgage lien, and collateral documents recorded therewith, all of which shall be collectively referred to herein as the "Mortgage", upon the Property described in the Declaration of Covenants, Conditions, Easements, and Restrictions of Isles of the World (the Declaration), which documents were recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, et seq., of the Public Records of St. Johns County, Florida, as amended. The undersigned joins in and consents to the submission of said lands to the terms, conditions, easements, covenants and provisions of the Declaration. By consenting to the provisions of the Declaration, the mortgagee does not undertake or assume the obligation of the mortgagor or anyone else under the Declaration. All the terms and conditions of the mortgage and other loan documentation not expressly modified hereunder shall remain in force and effect.

Michelle Liljestrand  
Witness signature  
Michelle Liljestrand  
Print name of witness

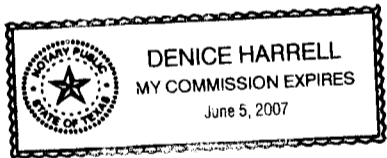
RBC Centura Bank  
Seema Salhdev  
By: David J. Bourg, Vice-President  
SEEMA SALHDEV

Frances K. Kimble  
Witness signature  
Frances K. Kimble  
Print name of witness

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 13 day of November, 2006, by <sup>Seema</sup> ~~David~~ J. Bourg, as Vice-President of RBC Centura Bank, on behalf of the corporation. The signatory is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Sachdev



Denice Harrell  
Notary Public - State of \_\_\_\_\_  
Notary Print Name  
My Commission Expires: \_\_\_\_\_

**JOINDER AND CONSENT OF MORTGAGEE**

The undersigned is the owner and holder of a mortgage lien, and collateral documents recorded therewith, all of which shall be collectively referred to herein as the "Mortgage", upon the Property described in the Declaration of Covenants, Conditions, Easements, and Restrictions of Isles of the World (the Declaration), which documents were recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, et seq., of the Public Records of St. Johns County, Florida, as amended. The undersigned joins in and consents to the submission of said lands to the terms, conditions, easements, covenants and provisions of the Declaration. By consenting to the provisions of the Declaration, the mortgagee does not undertake or assume the obligation of the mortgagor or anyone else under the Declaration. All the terms and conditions of the mortgage and other loan documentation not expressly modified hereunder shall remain in force and effect.


*Vicki L. Lutz*  
Witness signature  
Vicki L. Lutz  
Print name of witness

First Priority Bank  
*Stephen J. Putnam*  
By: Stephen J. Putnam, Exec. Vice-President

*Sandra Crichton*  
Witness signature  
Sandra Crichton  
Print name of witness

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 8th day of November, 2006, by Stephen J. Putnam, as Exec. Vice-President of First Priority Bank, on behalf of the corporation. The signatory is personally known to me ~~or has produced~~ \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

 ANN E. DOBBS  
MY COMMISSION # DD 285057  
EXPIRES: November 5, 2007  
Bonded Thru Budget Notary Services

*Ann E. Dobbs*  
Notary Public - State of  
Ann E. Dobbs  
Notary Print Name  
My Commission Expires:

**JOINDER AND CONSENT OF MORTGAGEE**

The undersigned is the owner and holder of a mortgage lien, and collateral documents recorded therewith, all of which shall be collectively referred to herein as the "Mortgage", upon the Property described in the Declaration of Covenants, Conditions, Easements, and Restrictions of Isles of the World (the Declaration), which documents were recorded in Official Records Book 2090, Page 720, et seq., of the Public Records of St. Johns County, Florida, as amended. The undersigned joins in and consents to the submission of said lands to the terms, conditions, easements, covenants and provisions of the Declaration. By consenting to the provisions of the Declaration, the mortgagee does not undertake or assume the obligation of the mortgagor or anyone else under the Declaration. All the terms and conditions of the mortgage and other loan documentation not expressly modified hereunder shall remain in force and effect.

Brenda See  
Witness signature  
Brenda See  
Print name of witness

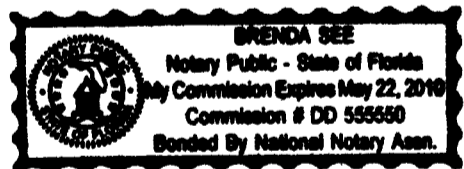
Richard A. Jensen  
Witness signature  
Richard A. Jensen  
Print name of witness

Bank Atlantic  
Allen L. Harvell, Jr.  
By: Allen L. Harvell, Jr., Senior Vice-President

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of December, 2006, by Allen L. Harvell, Jr., as Senior Vice-President of Bank Atlantic, on behalf of the corporation. The signatory is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Brenda See  
Notary Public - State of Florida  
Brenda See  
Notary Print Name  
My Commission Expires:



## Exhibit "A"

## PHASE 1

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PORTION OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 8 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF "NORTHWEST PARCEL 13" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1249, PAGE 766 AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEASTERLY CORNER OF SAID OFFICIAL RECORDS BOOK 1249, PAGE 766 SAID CORNER ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ROYAL PINES PARKWAY (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND A POINT ON A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 700.00 FEET; THENCE SOUTH 87°31'21" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 48.81 FEET TO A POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 80.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°47'14", AN ARC DISTANCE OF 116.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°38'00" WEST AND A CHORD DISTANCE OF 106.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°31'44" WEST, A DISTANCE OF 69.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 400.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°08'54", AN ARC DISTANCE OF 126.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°23'48" WEST AND A CHORD DISTANCE OF 126.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 76°19'21" WEST, A DISTANCE OF 111.98 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°23'32", AN ARC DISTANCE OF 77.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 81°28'57" WEST AND A CHORD DISTANCE OF 75.56 FEET; THENCE NORTH 12°23'39" EAST, A DISTANCE OF 209.38 FEET TO A POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 329.66 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°12'29", AN ARC DISTANCE OF 58.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°47'17" EAST AND A CHORD DISTANCE OF 58.66 FEET; THENCE NORTH 00°34'05" EAST, A DISTANCE OF 17.67 FEET; THENCE SOUTH 89°25'55" EAST, A DISTANCE OF 15.49 FEET; THENCE NORTH 08°13'51" EAST, A DISTANCE OF 539.07 FEET; THENCE NORTH 05°19'27" WEST, A DISTANCE OF 573.76 FEET; THENCE NORTH 06°57'04" WEST, A DISTANCE OF 57.10 FEET; THENCE NORTH 83°02'56" EAST, A DISTANCE OF 27.78 FEET; THENCE NORTH 83°02'39" EAST, A DISTANCE OF 32.00 FEET TO A POINT LYING ON A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 218.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°06'39" EAST AND A CHORD DISTANCE OF 27.85 FEET; THENCE NORTH 75°27'27" EAST, A DISTANCE OF 27.48 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS 76.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°32'57", AN ARC DISTANCE OF 64.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°16'05" EAST AND A CHORD DISTANCE OF 62.90 FEET; THENCE NORTH 74°11'12" EAST, A DISTANCE OF 60.86 FEET TO A POINT LYING ON A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 1050.00 FEET, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT OF WAY LINE OF ROYAL PARK PINES PARKWAY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°31'48", AN ARC DISTANCE OF 83.02 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°59'44"

EAST AND A CHORD DISTANCE OF 82.99 FEET; THENCE SOUTH 26°15'38" EAST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°40'42", AN ARC DISTANCE OF 832.14 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°25'17" EAST AND A CHORD DISTANCE OF 808.34 FEET; THENCE SOUTH 21°25'04" WEST, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°03'29", AN ARC DISTANCE OF 314.77 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°23'19" WEST AND A CHORD DISTANCE OF 311.17 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°09'47", AN ARC DISTANCE OF 75.30 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°33'32" EAST AND A CHORD DISTANCE OF 75.26 FEET.

TOGETHER WITH NON-EXCLUSIVE UTILITY EASEMENTS AS CREATED BY AND SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAINT JOHNS-NORTHWEST RESIDENTIAL RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, AS AMENDED IN OFFICIAL RECORDS BOOK 1198, PAGE 872, OFFICIAL RECORDS BOOK 1198, PAGE 890, OFFICIAL RECORDS BOOK 1230, PAGE 1358, OFFICIAL RECORDS BOOK 1252, PAGE 1479, OFFICIAL RECORDS BOOK 1279, PAGE 286, OFFICIAL RECORDS BOOK 1314, PAGE 1544, OFFICIAL RECORDS BOOK 1373, PAGE 630 AND OFFICIAL RECORDS BOOK 1460, PAGE 263, ALL OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA OVER AND ACROSS LANDS AS DESCRIBED IN EXHIBIT "D" ATTACHED THERETO AND MADE A PART THEREOF.

AND TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED ROADWAYS AS CREATED BY THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAINT JOHNS-NORTHWEST RESIDENTIAL RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, AS AMENDED IN OFFICIAL RECORDS BOOK 1198, PAGE 872, OFFICIAL RECORDS BOOK 1198, PAGE 890, OFFICIAL RECORDS BOOK 1230, PAGE 1358, OFFICIAL RECORDS BOOK 1252, PAGE 1479, OFFICIAL RECORDS BOOK 1279, PAGE 286, OFFICIAL RECORDS BOOK 1314, PAGE 1544, OFFICIAL RECORDS BOOK 1373, PAGE 630 AND OFFICIAL RECORDS BOOK 1460, PAGE 263, ALL OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; AND BY THAT CERTAIN ACCESS EASEMENT DATED JUNE 30, 1997 IN FAVOR OF BORROWER, RECORDED IN OFFICIAL RECORDS BOOK 1249, PAGE 795 OF THE PUBLIC RECORDS OF SAINT JOHNS COUNTY, FLORIDA:

DESCRIPTION OF ROYAL PINES PARKWAY - SEE EXHIBIT "A-1" ATTACHED  
DESCRIPTION OF WGV BOULEVARD - SEE EXHIBIT "A-2" ATTACHED

U.N. 1749 PG 0804

EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING:  
ROYAL PINES PARKWAY

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°53'47" WEST AND A CHORD DISTANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°17'27" WEST, A DISTANCE OF 211.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°25'50" WEST AND A CHORD DISTANCE OF 263.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 438.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°30'59" WEST AND A CHORD DISTANCE OF 431.37 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 623.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°07'27" WEST AND A CHORD DISTANCE OF 608.12 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 328.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°47'13" EAST AND A CHORD DISTANCE OF 325.10 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°23'19" EAST AND A CHORD DISTANCE OF 311.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21°25'04" EAST, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°25'17" WEST AND A CHORD DISTANCE OF 808.34 FEET

SAL01/045.RDC/08211.62 (V2).11

EXHIBIT A-1

U.K. 1249 PG 0805

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" WEST AND A CHORD DISTANCE OF 444.94 FEET TO A POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 609.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°55'35" EAST AND A CHORD DISTANCE OF 578.39 FEET TO A POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 185.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 230.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°59'45" EAST AND A CHORD DISTANCE OF 215.67 FEET TO A POINT OF CUSP OF A CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°10'25" EAST AND A CHORD DISTANCE OF 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 599.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 35°55'47" EAST AND A CHORD DISTANCE OF 570.49 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°45'08" WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'05" WEST AND A CHORD DISTANCE OF 95.25 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°08'23" WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°10'56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°01'42" EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°15'38" EAST, A DISTANCE OF 405.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING

SKL02/065.UDC/8211.62(VER.1)

# EXHIBIT A-1

SUBTENDED BY A CHORD BEARING OF SOUTH 02°25'17" EAST AND A CHORD DISTANCE OF 525.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°25'04" WEST, A DISTANCE OF 201.54 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°23'19" WEST AND A CHORD DISTANCE OF 259.31 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 334.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°19'36" WEST AND A CHORD DISTANCE OF 331.76 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 469.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°55'14" EAST AND A CHORD DISTANCE OF 460.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 606.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°35'56" EAST AND A CHORD DISTANCE OF 597.70 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 221.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°10'37" EAST AND A CHORD DISTANCE OF 219.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°17'27" EAST, A DISTANCE OF 211.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°53'47" EAST AND A CHORD DISTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°30'05" EAST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°29'55" EAST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF CUSP AT THE AFORESAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE SOUTH 44°29'54" WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

# EXHIBIT A-1



## WGV BOULEVARD

A PART OF SECTIONS 10, 43 AND 44 TOGETHER WITH A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH  $89^{\circ}32'10''$  WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH  $05^{\circ}35'47''$  WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $23^{\circ}28'17''$  WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $41^{\circ}20'46''$  WEST, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH  $44^{\circ}29'54''$  WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY, LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $89^{\circ}29'55''$  WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $45^{\circ}30'05''$  WEST, A DISTANCE OF 475.00 FEET; THENCE NORTH  $49^{\circ}24'42''$  WEST, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $50^{\circ}42'21''$  WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $74^{\circ}21'20''$  WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $85^{\circ}53'25''$  WEST, A DISTANCE OF 871.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 702.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $49^{\circ}23'58''$  WEST AND A CHORD DISTANCE OF 633.17 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2600.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 409.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $09^{\circ}12'18''$  WEST AND A CHORD DISTANCE OF 409.39 FEET TO THE END OF SAID CURVE; THENCE NORTH  $77^{\circ}57'05''$  EAST, A DISTANCE OF 50.46 FEET; THENCE NORTH  $14^{\circ}27'25''$  WEST, A DISTANCE OF 100.09 FEET; THENCE NORTH  $77^{\circ}57'04''$  EAST, A DISTANCE OF 25.01

R15.111/8M211.62

EXHIBIT A-2

FEET; THENCE NORTH 13°29'58" WEST, A DISTANCE OF 100.03 FEET; THENCE SOUTH 77°57'04" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 12°31'49" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 77°57'05" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6000.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°46'20" WEST AND A CHORD DISTANCE OF 57.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°29'43" WEST, A DISTANCE OF 533.86 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 561.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°35'09" EAST AND A CHORD DISTANCE OF 554.00 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 196.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°09'22" EAST AND A CHORD DISTANCE OF 195.50 FEET TO THE END OF SAID CURVE; THENCE SOUTH 54°21'18" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 730.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 470.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 54°07'01" EAST AND A CHORD DISTANCE OF 462.59 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 870.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 181.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 66°37'24" EAST AND A CHORD DISTANCE OF 180.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 60°39'29" EAST, A DISTANCE OF 118.25 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 193.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°17'43" EAST AND A CHORD DISTANCE OF 180.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°14'56" EAST, A DISTANCE OF 167.91 FEET; THENCE NORTH 44°45'04" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 45°14'56" WEST, A DISTANCE OF 257.40 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°37'09" WEST AND A CHORD DISTANCE OF 224.40 FEET TO THE END OF SAID CURVE; THENCE SOUTH 59°31'58" WEST, A DISTANCE OF 470.60 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1363.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°01'08" WEST AND A CHORD DISTANCE OF 1277.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°29'43" EAST, A DISTANCE OF 533.86 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 6100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 325.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD

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BEARING OF SOUTH 13°01'28" EAST AND A CHORD DISTANCE OF 325.56 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 430.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09°37'17" EAST AND A CHORD DISTANCE OF 429.88 FEET TO THE POINT OF ANOTHER REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 858.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°23'58" EAST AND A CHORD DISTANCE OF 773.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°53'25" EAST, A DISTANCE OF 871.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 517.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°21'20" EAST AND A CHORD DISTANCE OF 506.98 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2922.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 397.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°42'21" EAST AND A CHORD DISTANCE OF 397.00 FEET TO THE END OF SAID CURVE; THENCE SOUTH 41°48'12" EAST, A DISTANCE OF 375.77 FEET; THENCE SOUTH 45°30'05" EAST, A DISTANCE OF 475.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 00°30'06" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF CUSP OF A CURVE, SAID POINT ALSO BEING IN THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY; THENCE NORTH 44°29'54" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

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**EXHIBIT A-2**

**ARTICLES OF INCORPORATION  
ISLES OF THE WORLD HOMEOWNER ASSOCIATION, INC.**

**ARTICLE I  
NAME OF CORPORATION AND MAILING ADDRESS**

The name of this corporation shall be Isles of the World Homeowner Association, Inc., hereinafter referred to as Association. The principal office and mailing address of Association shall be 290 Coconut Avenue, Sarasota, Florida 34236. The Directors of the Association may change the location of the principal office or mailing address from time to time.

**ARTICLE II  
PURPOSES**

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

1. To administer and enforce the Declaration of Covenants, Conditions, Easements and Restrictions for Isles of the World ("Declaration").
2. To take such action as may be deemed appropriate to promote the health, safety and welfare of the owners of the property within the subdivision.
3. To maintain, improve, repair and replace those portions of the Common Areas and Lots for which the Association has authority and responsibility under the Declaration
4. To operate without profit and for the sole and exclusive benefit of its members.

**ARTICLE III  
POWERS**

The Association shall have powers and privileges granted to a corporation not for profit under the laws of the State of Florida, and to a homeowners association under Chapter 720, Florida Statutes, except as may be limited or otherwise provided by these Articles, and all powers reasonably necessary to implement and effectuate the purposes of the Association.

**ARTICLE IV  
MEMBERS**

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Bylaws and Declaration.

**ARTICLE V  
SUBSCRIBER**

The name and address of the subscriber to these Articles is Ronald Mustari, 290 Coconut Avenue, Sarasota, Florida 34236

**ARTICLE VI  
DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors. Except for persons appointed by the developer to the Board of Directors, the qualifications, method of election, and powers shall be as set forth in the Bylaws. The names and addresses of the Members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Ronald Mustari  
290 Cocoanut Avenue  
Sarasota, Florida 34236

J. S. Andrews  
290 Cocoanut Avenue  
Sarasota, Florida 34236

Daniel R. Lucas  
290 Cocoanut Avenue  
Sarasota, Florida 34236

**ARTICLE VII  
OFFICERS**

The officers designated in the Bylaws shall administer the affairs of the Association.

**ARTICLE VIII  
BYLAWS**

The Bylaws may be altered, amended or rescinded by the members in the manner provided by such Bylaws.

**ARTICLE IX  
IDEMNIFICATION OF OFFICERS AND DIRECTORS**

- A. Indemnity. The Association shall indemnify any person serving as a director, officer, or committee member to the fullest extent permitted under Section 607.0850, Florida Statutes.
- B. Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of a majority of the voting interests of the members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.
- C. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

**ARTICLE X  
AMENDMENT TO ARTICLES OF INCORPORATION**

- 1. These Articles of Incorporation may be altered, amended or repealed in the following manner:
  - a. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting in which proposed amendment is considered.
  - b. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than one-third of the voting interests of the members of the Association. Members not present in person or by proxy at the meeting considering amendment may express their approval in writing,

providing such approval as delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

- 1. Such approvals must be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the members of the Association present in person or by proxy at a duly noticed and convened membership meeting.
- 2. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing of all members of the Association.
- c. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of St. Johns County, Florida.
- d. No amendment shall become effective without the written consent of the Developer for so long as the Developer is in control of the Association.

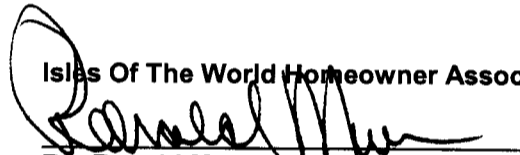
**ARTICLE XI  
TERM**

The term of the Association shall be perpetual.

**ARTICLE XII  
RESIDENT AGENT**

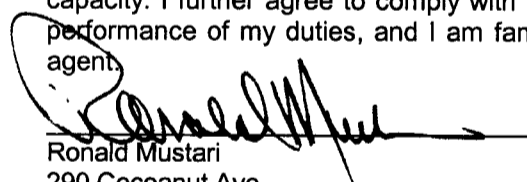
The registered office of the Association shall be 290 Cocoanut Ave., Sarasota, Florida 34236, and the registered agent at such address will be Ronald Mustari. The Board of Directors may change the registered agent and office from time to time as permitted by law.

Executed this 3 day of Nov., 2006.

Isles Of The World Homeowner Association, Inc.  
  
 By: Ronald Mustari, Subscriber

**Acceptance of Duties as Registered Agent**

Having been named as registered agent and to accept service of process for Isles of the World Homeowner Association, Inc., I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.



Ronald Mustari  
290 Cocoanut Ave.  
Sarasota, Florida 34236

Date 11/3/06

**BYLAWS  
OF  
ISLES OF THE WORLD HOMEOWNER ASSOCIATION, INC.**

1. Identity. These are the Bylaws of Isles of the World Homeowner Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering Isles of the World, a residential subdivision located in St. Johns County, Florida.

1.1 Mailing Address. The mailing address of the Association shall be 290 Coconut Ave, Sarasota, Florida 34236, or at such other place as may be designated by the Board of Directors from time to time.

1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation (2006).

2. Definitions. The terms used herein shall have the same definitions as stated in the Declaration unless the context requires otherwise.

3. Members. The members of the Association shall be the record owners of fee title to the lots. In the case of a Lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Lot for purposes of determining voting, assessment and use rights.

3.1 Qualifications. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the member's legal title to the Lot.

3.2 Voting Rights: Voting Interests. The members of the Association are entitled to one (1) vote for each lot owned by them. The total number of votes ("voting interests") is equal to the total number of lots, which is initially 52 but is subject to increase as provided in the Declaration up to a maximum of 150 lots. The vote of a lot is not divisible. The right of a member to vote may be suspended by the Association for the nonpayment of regular annual assessments that are delinquent in excess of 90 days. The following persons shall be authorized to cast a vote on behalf of a lot depending on the specified ownership interests:

(a) If a lot is owned by one natural person, that person has the right to cast a vote on behalf of the lot.

(b) If a lot is owned jointly by two or more persons, any of the record owners may cast a vote on behalf of the lot.

(c) If a lot is subject to a life estate, any of the life tenants may cast a vote on behalf of the lot, or the holder(s) of the remainder interest may cast the vote.

(d) If the owner of a lot is a corporation, any officer of the corporation may cast the vote of behalf of the lot.

(e) If a lot is owned by a partnership, any general partner may cast the vote on behalf of the lot.

(f) If a limited liability company owns a lot, any authorized agent may cast the vote on behalf of the lot.

(g) If a lot is owned by a trustee(s), the vote for the lot may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust provided the grantor or beneficiary occupies the lot.

In a situation where there are two or more persons are authorized to cast a vote on behalf of a lot, it shall be presumed that the person casting the vote has the consent of all such persons. If the event the persons who are authorized to vote on behalf of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted.

3.3 Approval or Disapproval of Matters. Whenever the decision of a Lot Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Lot at an Association meeting as stated in Section 3.2 above, unless the joinder of all owners is specifically required.

3.4 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the subdivision during the period of membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

4. Members' Meetings: Voting.

4.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

4.2 Special Meetings. Special members' meetings may be called by the President, Vice President, or by a majority of the Board of Directors of the Association, and must be called by the Association upon receipt of a written request from twenty percent (20%) of the voting interest. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

4.3 Notice of Meeting: Waiver of Notice. Notice of a meeting of members shall state the time, place, date, and the purpose(s) for which the meeting is called. The notice shall include an agenda. The notice of any members' meeting shall be provided to every member by one of the following methods: (1) mailed postpaid and correctly addressed to the member's address shown in the current records of the Association, or (2) be hand delivered to the member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the member has consented in writing to receive notice. Each member bears the responsibility of notifying the Association of any change of address. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Association. The mailing of the notice shall be affected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Notice must also be posted conspicuously and continuously at the subdivision property for not less than 14 days before the meeting. Proof of notice shall be given by affidavit.



Notice of specific meetings may be waived before or after the meeting and the attendance of any member shall constitute such member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 4.4 Quorum. A quorum at members' meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast thirty (30%) percent of the votes of the members.
- 4.5 Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Lot Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws.
- 4.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Lot and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a unit as set forth in Section 3.2 of these Bylaws, or a spouse of an eligible voter.

An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

- 4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.
- 4.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Call to order by President;
  - (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a member or a director);
  - (c) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the owners represented in person, by proxy;
  - (d) Proof of notice of the meeting or waiver of notice;
  - (e) Reading and disposal of any unapproved minutes;

- (f) Reports of officers;
- (g) Reports of committees;
- (h) Call for final balloting on election of directors and close of balloting.
- (i) Appointment of inspectors of election;
- (j) Election of directors;
- (k) Unfinished business;
- (l) New business;
- (m) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson.

4.9 Minutes of Meeting. The minutes of all meetings of Lot Owners shall be kept available for inspection by Lot Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

4.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, provided the Association mails or delivers a letter or similar communication to each owner that explains the proposed action. The communication shall include a form of consent to permit each owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

## 5. Directors.

5.1 Number, Tenure and Qualifications. While the Developer is in control of the Association, the number of Directors which shall constitute the whole Board of Directors shall be three (3). In order to provide for a continuity of experience by establishing a system of staggered terms of office, at the first election in which Lot Owners other than the Developer elect a majority of the Directors, the number of Directors to be elected shall be increased to five (5). The three (3) candidates receiving the highest number of votes shall each be elected for a term which expires at the annual election after the next annual election. The two (2)

candidates receiving the next highest number of votes shall each be elected for a term which expires at the next annual election. If there are five or fewer candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected for two (2) year terms. A Director's term ends at the annual election at which his successor is to be duly elected, or at such other time as may be provided by law. Directors shall be elected by the Members as described in Section 5.3 below, or in the case of a vacancy, as provided in 5.4 below.

- 5.2 Qualifications. Except for Directors appointed by the Developer, every director must be at least 18 years of age and a person that is eligible to cast a vote on behalf of a unit as set forth in Section 3.2 of these Bylaws, or a spouse of an eligible voter.
- 5.3 Election of Directors. The following procedures shall apply to the election of directors when directors are to be elected by vote of the membership; these procedures do not apply to the appointment of persons on the Board of Directors by the Developer:
- (a) The Board of Directors may appoint a nominating committee to nominate or recommend specific persons for election to the Board, and shall generally recruit and encourage eligible persons to run as candidates for election to the Board.
  - (b) Any eligible person desiring to be a candidate may submit a self nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.
  - (c) The ballot prepared for the annual meeting shall list all Director candidates in alphabetical order. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.
  - (d) Nominations shall also be accepted from the floor on the date of the election.
  - (e) The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
  - (f) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies: the candidates shall automatically be elected and their names announced at the annual meeting.

5.4 Vacancies on the Board.

Except for the filling of vacancies during the time when the Developer is entitled to control the Board of Directors, if the office of any director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- (a) If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

- (b) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled by the members in the agreements used to recall the Board members, or by vote at the recall meeting, as applicable.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Director's meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board of Directors is present.

- 5.5 Removal of Directors. Any or all directors, except those appointed by the Developer, may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. All recall proceedings shall be in accordance with the provisions of Section 720.303(10), Florida Statutes.
- 5.6 Organizational Meeting. The organizational meeting of newly-elected directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the subdivision property at least 48 continuous hours in advance of the meeting.
- 5.7 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as shall be determined by a majority of the directors. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board of Directors shall be open to all Lot Owners who may participate in accordance with the written policy established by the Board of Directors. Conspicuous notice of such meetings shall be posted at a designated location on the subdivision property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Conspicuous written notice of any meeting at which an assessment, or at which rules regarding Lot use, will be considered, shall be provided to the Lot Owners via one of the methods set forth in Section 4.2 of these Bylaws and posted at a designated location on the subdivision property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.
- 5.8 Special Meetings. Special meetings of the directors may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of one-third (1/3) of the directors. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein

for regular meetings. Members may petition for an item of business to be discussed at a board meeting as permitted by Section 720.303(2)(d), Florida Statutes.

- 5.9 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to Board members telephone or one of the methods set forth in Section 4.2 of these Bylaws which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 5.10 Quorum. Except as provided in Section 5.4 hereof, a quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these By-Laws. Directors may not vote by proxy. Directors may vote by secret ballot for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.
- 5.11 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.12 Joinder in Meeting by Approval of Minutes. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.
- 5.13 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.
- 5.14 Order of Business. If a quorum has been attained, the order of business at directors' meetings shall be:
- (a) Proof of due notice of meeting;
  - (b) Reading and disposal of any unapproved minutes;
  - (c) Report of officers and committees;
  - (d) Election of officers;
  - (e) Unfinished business;

(f) New business;

(g) Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer.

5.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Lot Owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

5.16 Executive Committee: Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the subdivision during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common expenses required for the affairs of the subdivision, (b) to determine the assessments payable by the Lot Owners to meet the common expenses, (c) to adopt or amend any rules and regulations governing the details of the operation and use of the subdivision property, (d) to fill vacancies on the Board of Directors or (e) to borrow money.

The Board of Directors may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee.

Any committee authorized to take final action on behalf of the Board regarding (1) the approval or disapproval of architectural decisions or (2) the authorization of expenditures of Association funds, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the Lot Owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

6. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the subdivision and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the Lot Owners. Such powers and duties of the Board of Directors shall include the following:

- (a) Operating and maintaining the common areas, including surface water and drainage facilities and systems.
- (b) Determining the common expenses required for the operation of the subdivision and the Association.
- (c) Collecting the assessments for common expenses from Lot Owners.

- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the common areas.
- (e) Adopting and amending rules and regulations concerning the operation and use of the subdivision property, subject to the authority of the members to overrule such rules, as provided in Section 15 of these Bylaws.
- (f) Maintaining accounts at depositories on behalf of the Association and designating the signatories.
- (g) Purchasing lots at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (h) Enforcing obligations of the Lot Owners.
- (i) Levying fines against Lot Owners for violations of the rules, regulations and restrictions established by the Association to govern the conduct of occupants at the subdivision. The Board of Directors may levy a fine against a Lot Owner, not to exceed the maximum amount permitted by law, for each violation by the owner, or his or her tenants, guests or visitors, of the Declarations, Articles, Bylaws, or rules or regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Association Bylaws, or Association Rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) Lot Owners appointed by the Board, none of whom may then be serving as a director, officer or employee of the Association, or be a spouse, parent, child, brother, or sister of an officer, director, or employee. If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied.

- (j) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the common areas provided, however, that the consent of at least a two-thirds of the voting interest present, in person or by proxy, at a duly noticed and convened membership meeting shall be required for the borrowing of any sum in excess of ten Thousand Dollars (\$10,000.00). If any sum borrowed by the Board of Directors on behalf of the

Association pursuant to the authority contained in this subparagraph is not repaid by the Association, a Lot Owner who pays to the creditor his or her portion thereof shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Lot Owner's Lot.

- (k) Contracting for the maintenance of the subdivision property, and management services. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding ten (10%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape architects), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.
- (l) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.
- (m) Convey a portion of the common areas to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.
- (n) Acting as the Subassociation on behalf of all lot owners as provided in the Master Declaration and Northwest Residential Declaration. The President of the Association shall be deemed to be the representative unless otherwise determined by the Board of Directors.

7. Emergency Board Powers.

In the event of any "emergency" as defined in Section 7(g) below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

- (a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (c) During any emergency the Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum.
- (d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.



- (e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.
- (f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) For purposes of this Section only, an "emergency" exists only during a period of time that the Subdivision, or the immediate geographic area in which the subdivision is located, is subjected to:
  - (1) a state of emergency declared by local civil or law enforcement authorities;
  - (2) a hurricane warning;
  - (3) a partial or complete evacuation order;
  - (4) federal or state "disaster area" status; or
  - (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the subdivision, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive quality.

## 8. Officers.

- 8.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (the president and vice-president must be directors). All officers shall be elected by the Board of Directors and may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 8.2 President. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of an association.
- 8.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the directors or the President.
- 8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members, shall attend to the giving of all notices to the members and directors and other notices required by law, shall have custody of the seal of the


Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.

- 8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 8.6 Delegation. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions.
9. Compensation. Neither directors nor officers shall receive compensation for their services as such, provided however, the Board of Directors may hire a Director or officer as an employee of the Association, and may contract with a Director or officer for management or any other compensable service, in their reasonable business discretion.
10. Resignations. Any director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all lots owned by any director or officer shall constitute a resignation of such director or officer without need for a written resignation. The unexcused absence from three (3) consecutive Board meetings shall also constitute a resignation of such director without need for a written resignation.
11. Fiscal Matters. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following:
- 11.1 Budget. The Board of Directors shall adopt a budget of common expense for the subdivision. The assessment is payable quarterly. The Board of Directors shall provide a copy of the budget to each member or written notice advising that a copy of the budget shall be provided upon request at no cost to the member.
- 11.2 Reserves. The Board may establish one or more reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.
- 11.3 Special Assessments. Special assessments proposed by the Board of Directors may be levied if approved by vote of not less than two-thirds of the members participating in person or by proxy at a membership meeting. All special assessments shall be secured by a lien in the same manner as regular annual assessments per the Declaration.

- 11.4 Fidelity Bonds. The President, Vice-President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premium on such bonds is a common expense.
- 11.5 Financial Reports. In accordance with Chapter 720, Florida Statutes, not later than 60 days following the close of the fiscal year, the Board shall, as a minimal requirement, distribute to the owners of each unit a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board of Directors must, if required by law and not waived by the membership, and may otherwise, in their discretion, engage a CPA and have a more comprehensive analysis accomplished, which shall be mailed or delivered to the members not later than 60 days following the close of the fiscal year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Association may mail or deliver each unit owner not later than 60 days following the close of the fiscal year a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.
- 11.6 Fiscal Year. The fiscal year for the Association shall begin on the first day of May of each calendar year. The Board of Directors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.
- 11.7 Depository. The depository of the Association shall be such bank, banks or other federally insured depository, in the State, as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available provided for any account. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons authorized by the directors. All funds shall be maintained separately in the Association's name.
12. Roster of Lot Owners. Each Lot Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Lot Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.
13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Corporate Act, case law, the Declaration, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board of Directors to regulate the participation of Lot Owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.
14. Amendments. These Bylaws may be amended in the following manner:
- 14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 14.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, or by not less than one-third of the voting interest of the Association.

- 14.3 Approval. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by a majority of the membership of the Board of Directors and by not less than a two-thirds of the voting interests, present in person or by proxy, at any annual or special meeting, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains the text of the proposed amendment, or by approval in writing by a majority of the total voting interests without a meeting.
- 14.4 Developer approval. No amendment shall become effective without the written consent of the Developer for so long as the Developer is in control of the Association.
- 14.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of St. Johns County.
- 15. Rules and Regulations. The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the use of lots, common areas, and the operation of the Association. However, after transfer of control of the Association from the developer to the non-developer owners, any Board-promulgated Rule may be rescinded or amended upon the written action of a majority of the total voting interests. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board of Directors to each Lot Owner not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records
- 16. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
- 17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
- 19. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.
- 20. Social Activities. The Board of Directors shall have the authority to expend not more than one (1%) percent of the overall Association budget in the aggregate for any calendar year for social activities, including without limitation, parties held for the benefit of owners, residents, and employees of the Association, get well cards, flowers, and similar social activities, all of which shall be a common expense of the Association.

The foregoing were adopted as the Bylaws of Isles of the World Homeowner Association, Inc. at a meeting of the Board of Directors held on the 3 day of Nov 2006.

**Isles of the World Homeowner Association, Inc.**  
By:   
**Ronald Mustari, President**

# ISLES OF THE WORLD AT WORLD GOLF VILLAGE PHASE 1

MAP BOOK 57 PAGE 43  
SHEET 1 OF 6

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PORTION OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ALSO BEING THE PORTION OF NORTHWEST PARCEL 13 OF ST. JOHNS COUNTY, FLORIDA

### CAPTION

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PORTION OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING THE PORTION OF NORTHWEST PARCEL 13 OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 1249, PAGE 766, SAID CORNER ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ROYAL PINES PARKWAY (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND A POINT ON A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 700.00 FEET; THENCE SOUTH 87°31'30" WEST LEAVING SAID POINT ON A RIGHT OF WAY LINE A DISTANCE OF 46.81 FEET TO A POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 80.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°47'14", AN ARC DISTANCE OF 116.89 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°18'00" WEST AND A CHORD DISTANCE OF 106.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°31'44" WEST, A DISTANCE OF 68.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 400.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°08'54", AN ARC DISTANCE OF 126.70 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°23'48" WEST AND A CHORD DISTANCE OF 126.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 76°19'21" WEST, A DISTANCE OF 111.98 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°23'32", AN ARC DISTANCE OF 77.48 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 81°28'57" WEST AND A CHORD DISTANCE OF 75.56 FEET; THENCE NORTH 12°23'39" EAST, A DISTANCE OF 216.88 FEET TO A POINT LYING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 328.16 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°11'50", AN ARC DISTANCE OF 38.40 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°46'42" EAST AND A CHORD DISTANCE OF 58.33 FEET; THENCE NORTH 00°34'05" EAST, A DISTANCE OF 23.67 FEET; THENCE SOUTH 89°25'55" EAST, A DISTANCE OF 16.52 FEET; THENCE NORTH 08°13'51" EAST, A DISTANCE OF 53.10 FEET; THENCE NORTH 05°19'27" WEST, A DISTANCE OF 51.27 FEET; THENCE NORTH 06°57'04" WEST, A DISTANCE OF 58.60 FEET; THENCE NORTH 83°02'56" EAST, A DISTANCE OF 27.78 FEET; THENCE NORTH 06°57'04" WEST, A DISTANCE OF 23.32 FEET; THENCE NORTH 8°02'56" EAST, A DISTANCE OF 32.00 FEET; THENCE SOUTH 06°57'04" EAST, A DISTANCE OF 23.32 FEET TO THE POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 217.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°18'19", AN ARC DISTANCE OF 27.67 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°06'36" EAST AND A CHORD DISTANCE OF 27.65 FEET; THENCE NORTH 75°27'27" EAST, A DISTANCE OF 27.48 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 78.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°28'25", AN ARC DISTANCE OF 67.35 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°48'21" WEST AND A CHORD DISTANCE OF 65.28 FEET; THENCE NORTH 74°11'11" EAST, A DISTANCE OF 58.91 FEET TO A POINT LYING ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1050.00 FEET; SAID POINT ALSO BEING ON SAID WESTERLY RIGHT OF WAY LINE OF ROYAL PINES PARKWAY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°31'48", AN ARC DISTANCE OF 83.02 FEET TO THE POINT OF TANGENCY; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°59'44" EAST AND A CHORD DISTANCE OF 92.99 FEET; THENCE SOUTH 26°15'36" EAST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°40'41", AN ARC DISTANCE OF 832.14 FEET TO THE POINT OF TANGENCY; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°25'17" EAST AND A CHORD DISTANCE OF 808.34 FEET; THENCE SOUTH 21°25'04" WEST, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°03'30", AN ARC DISTANCE OF 314.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 700.00 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°23'19" WEST AND A CHORD DISTANCE OF 311.77 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°09'47", AN ARC DISTANCE OF 75.30 FEET TO THE POINT OF BEGINNING; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 08°33'32" EAST AND A CHORD DISTANCE OF 75.26 FEET.

CONTAINING 536289 SQUARE FEET OR 12.31 ACRES MORE OR LESS.

### ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT WHITEHALL HOMES, AT WORLD GOLF, LTD., A FLORIDA CORPORATION, IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AND THAT THIS PLAT KNOWN AS ISLES OF THE WORLD AT WORLD GOLF VILLAGE PHASE 1, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS. ALL RIGHTS OF WAY, UNOBSTRUCTED DRAINAGE AND MAINTENANCE EASEMENTS, CONSERVATION EASEMENTS, HEDGEWOOD DRIVE (ROADWAY ACCESS), TRACT "A" (STORM WATER FACILITY) & TRACT "B" (COMMON AREAS) & TRACT "C" (COMMON AREA) & TRACT "D" (COMMON AREA), SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO ISLES OF THE WORLD HOME OWNERS ASSOCIATION, INC., EXCEPT AS HEREAFTER PROVIDED. NO PART OF SAID LANDS IS DEDICATED TO THE COUNTY OF ST. JOHNS OR THE PUBLIC, EXCEPT AS HEREAFTER EXPRESSLY STATED HEREON OR SHOWN ON THE PLAT. OWNER, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER ALL EASEMENTS DESIGNATED ON THIS PLAT FOR THE PURPOSE OF CONSTRUCTING OR MAINTAINING ANY ROADS, UTILITIES, DRAINAGE FACILITIES, DITCHES, OR OTHERWISE, EXCEPT AS HEREAFTER PROVIDED.

REGARDLESS OF THE PRECEDING PROVISIONS, WHITE HALL HOMES AT WORLD GOLF, LTD. RESERVES AND RETAINS FOR ITSELF AND FOR THE ISLES OF THE WORLD HOME OWNERS ASSOCIATION, INC. THE UNRESTRICTED AND ABSOLUTE RIGHT TO GRANT ACCESS TO ANY PERSON, EXCEPT LOT OWNERS AND THEIR MORTGAGEES WHO, IN THE OPINION OF WHITE HALL HOMES AT WORLD GOLF, LTD. MAY CREATE OR PARTICIPATE IN A DISTURBANCE OR NUISANCE ON ANY PART OF THE LAND SHOWN ON THIS PLAT. FLORIDA STATUTES 177.091, PARAGRAPH 28 AS AMENDED, SHALL APPLY TO THE EASEMENTS AND RIGHT OF WAYS. THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS, HEREBY GRANTS TO THE PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT OR ACCESS BY ROADS SHOWN ON THIS PLAT AND THEIR SUCCESSORS AND ASSIGNS, GUEST, INVITEES, DOMESTIC HELP, DELIVERY, PICK-UP AND FIRE SERVICE PROVIDERS, POLICE AND OTHER AUTHORITIES OF THE LAW, UNITED STATES POSTAL CARRIERS, REPRESENTATIONS OF THE UTILITIES AUTHORIZED BY SAID OWNER, TO SERVE THE LAND SHOWN HEREON, HOLDERS OF MORTGAGE LIENS ON SUCH OTHER PERSONS AS MAY BE DESIGNATED, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS ROADWAYS WHICH ARE SHOWN ON THIS PLAT.

UNOBSTRUCTED EASEMENT FOR UTILITIES (WATER AND SEWER) WITHIN THE PRIVATE ROADWAYS ON THIS PLAT SHALL BE GRANTED BY SEPARATE WRITTEN INSTRUMENT TO ST. JOHNS COUNTY. TECO GAS/UTILITY EASEMENTS, AS NOTED, ARE HEREBY DEDICATED TO TECO GAS, ITS SUCCESSORS AND ASSIGNS FOR ITS NON-EXCLUSIVE USE IN CONNECTION WITH THE INSTALLATION AND MAINTENANCE FOR THEIR UNDERGROUND GAS SYSTEM. THE REQUIREMENTS FOR DEVELOPER'S AUTHORIZATION FOR CABLE TELEVISION SERVICE PROVIDERS SHALL EXIST ONLY TO THE EXTENT AS ALLOWED BY CHAPTER 177.091(2b), FLORIDA STATUTES (2004), AS AMENDED.

FRAUD/UTILITY EASEMENTS AS NOTED, ARE HEREBY DEDICATED TO FLORIDA POWER AND LIGHT, ITS SUCCESSORS AND ASSIGNS FOR ITS NON-EXCLUSIVE USE IN CONNECTION WITH THE INSTALLATION AND MAINTENANCE FOR THEIR UNDERGROUND ELECTRICAL SYSTEM. THE REQUIREMENTS FOR DEVELOPER'S AUTHORIZATION FOR CABLE TELEVISION SERVICE PROVIDERS SHALL EXIST ONLY TO THE EXTENT AS ALLOWED BY CHAPTER 177.091(2b), FLORIDA STATUTES (2002), AS AMENDED.

IN WITNESS WHEREOF THE ABOVE NAMED WHITE HALL HOMES AT WORLD GOLF, LTD., A FLORIDA CORPORATION, AND ROJ ASSOCIATES, LLC HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 29th DAY OF September, 2005.

BY: David H. Baldwin WITNESS: David H. Baldwin  
NAME: DAVID H. BALDWIN  
ITS: MANAGER, ROJ ASSOCIATES, LLC  
ADDRESS: 8441 COOPER CREEK BLVD.  
UNIVERSITY PARK, FL 34201

BY: Ronald M. Kuhn WITNESS: Allen L. Harwell, Jr.  
NAME: RONALD M. KUHN  
ITS: PRESIDENT, WHITE HALL HOMES AT WORLD GOLF, LTD.  
ADDRESS: 290 COCONUT AVENUE  
SARASOTA, FLORIDA 34236

BY: Allen L. Harwell, Jr. WITNESS: Allen L. Harwell, Jr.  
NAME: ALLEN L. HARWELL, JR.  
ITS: SENIOR VICE PRESIDENT, BANK ATLANTIC

### STATE OF FLORIDA, COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT WAS PRESENTED TO ME THIS 29th DAY OF September, 2005, BY ROJ ASSOCIATES, INC. PRESIDENT, BEHALF OF WHITEHALL HOMES AT WORLD GOLF, LTD., A FLORIDA LIMITED PARTNERSHIP; HE/SHE BEING PERSONALLY KNOWN TO ME AND DID/DID NOT TAKE AN OATH.

Lynne Uchmer  
Notary Public  
STATE OF FLORIDA AT LARGE  
MY COMMISSION # DD 48027  
EXPIRES August 14, 2008  
Issued by National Notary Assn.

### JOINDER AND CONSENT

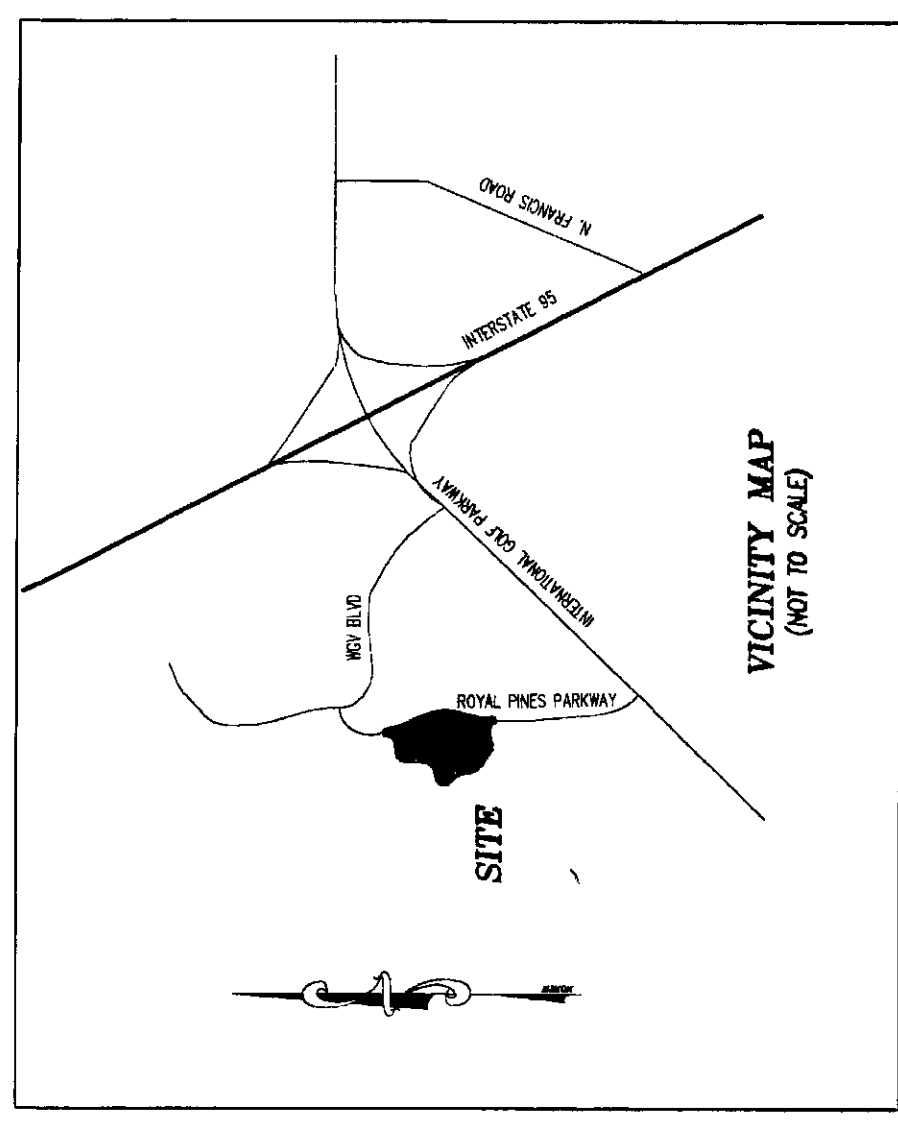
THIS IS TO CERTIFY THAT BANK ATLANTIC BEING THE MORTGAGEE OF THE LANDS DESCRIBED HEREON, PURSUANT TO SECTION 177.081 FLORIDA STATUTES JOINS IN AND RAFFIRES THIS PLAT AND ALL DEDICATIONS, EASEMENTS AND RESERVATIONS ON THE PLAT.

Charles H. Hamedy  
BankAtlantic

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 29th DAY OF September, 2005, BY Allen L. Harwell, Jr. SENIOR VICE PRESIDENT OF BANK ATLANTIC ON BEHALF OF THE CORPORATION, WHO IS PERSONALLY KNOWN TO ME AND WHO DID/DID NOT TAKE AN OATH.

C.M. Kuhn  
Notary Public  
STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES 09-21-09  
COMMISSION NUMBER: DD48034WD  
Issued By National Notary Assn.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



### CERTIFICATE OF APPROVAL AND ACCEPTANCE BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THIS PLAT OF ISLES OF THE WORLD AT WORLD GOLF VILLAGE PHASE 1 HAS BEEN APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ON THIS 29th DAY OF September, 2005. THIS ACCEPTANCE SHALL NOT BE DEEMED AS REQUIRING CONSTRUCTION OR MAINTENANCE BY ST. JOHNS COUNTY OF ANY PART OF SAID SUBDIVISION.

James D. Bryant  
Chairman, Board of County Commissioners

### CERTIFICATE OF PLAT REVIEW

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES AND THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND IS ACCURATE ON MAP BOOK 57, PAGE 43 OF MAP BOOK 57, RECORDS OF ST. JOHNS COUNTY, FLORIDA ON THIS 29th DAY OF September, 2005.

Gail Oliver  
GAIL OLIVER, P.S.M., COUNTY SURVEYOR  
PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NUMBER 4584

### CERTIFICATE OF CLERK

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED AND THAT IT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND IS ACCURATE ON MAP BOOK 57, PAGE 43 OF MAP BOOK 57, RECORDS OF ST. JOHNS COUNTY, FLORIDA ON THIS 29th DAY OF September, 2005.

Cheryl Stickleland  
CHERYL STICKLELAND  
CLERK OF CIRCUIT COURT  
ST. JOHNS COUNTY, FLORIDA

### SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A LAND SURVEYOR OF LANDS AS SHOWN IN THE FOREGOING PLAT, THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AS AMENDED, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED IN ACCORDANCE WITH SECTION 177.081 (7), AND PERMANENT CONTROL POINTS WILL BE SET IN ACCORDANCE WITH SECTION 177.081 (8).

SIGNED AND SEALED THIS 29th DAY OF September, 2005.

Albert D. Bradshaw, P.L.S.  
ALBERT D. BRADSHAW, P.L.S.  
FLORIDA REGISTERED LAND SURVEYOR NO. 5267  
PRIVETT-NILES & ASSOCIATES, INC., L.B. NO. 6824  
3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084

PRIVETT-NILES and ASSOCIATES, INC.  
SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS NO. 6824  
3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591

### CERTIFICATE OF APPROVAL PLANNING AND ZONING DEPARTMENT

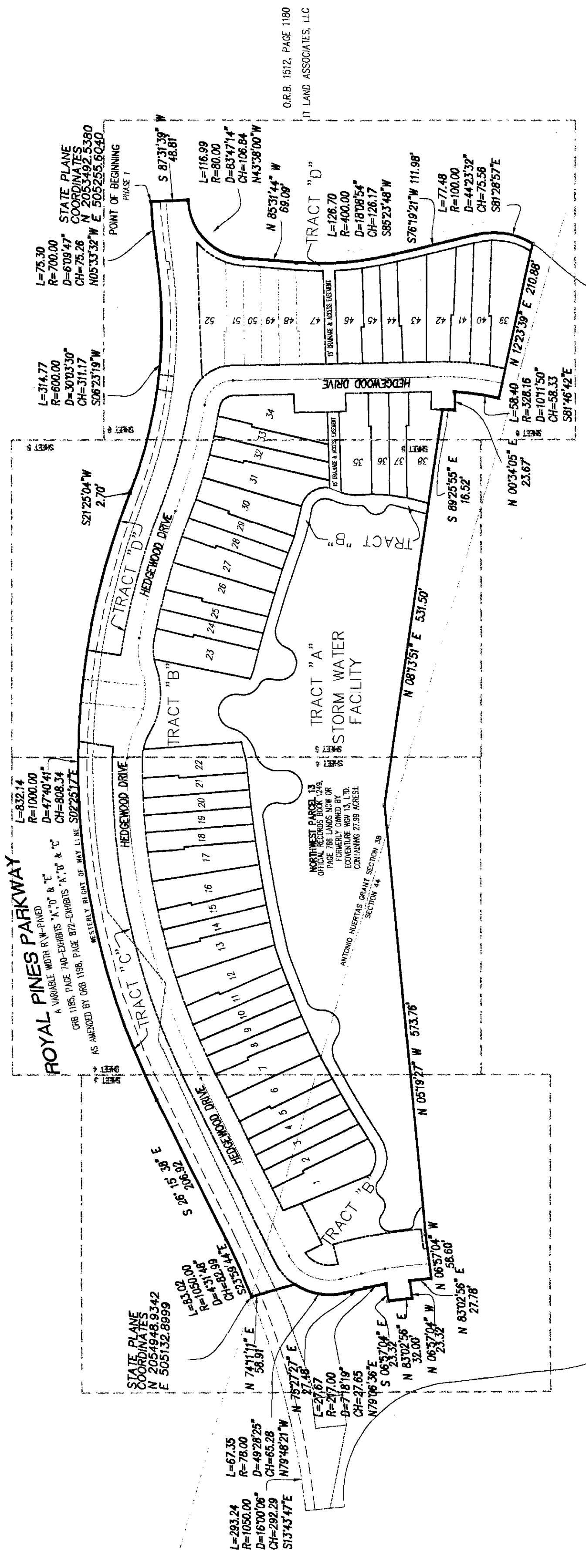
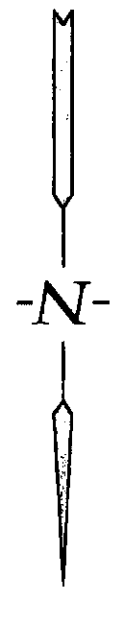
THIS IS TO CERTIFY THAT THE PLAT OF ISLES OF THE WORLD AT WORLD GOLF VILLAGE PHASE 1 HAS BEEN EXAMINED AND APPROVED BY THE COUNTY PLANNING AND ZONING DEPARTMENT FOR ST. JOHNS COUNTY, FLORIDA, ON THIS 29th DAY OF September, 2005.

William C. Zoning  
Director of Planning and Zoning

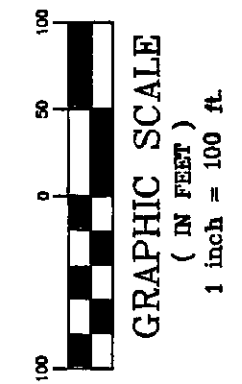
### CERTIFICATE OF APPROVAL - COUNTY ATTORNEY

THIS IS TO CERTIFY THAT THIS PLAT OF ISLES OF THE WORLD AT WORLD GOLF VILLAGE PHASE 1 HAS BEEN APPROVED BY THE OFFICE OF THE ST. JOHNS COUNTY ATTORNEY ON THIS 29th DAY OF September, 2005.

Office of the County Attorney



O.R.B. 1512, PAGE 1180  
IT LAND ASSOCIATES, LLC



**TABLE OF ABBREVIATIONS**

- - POP-SET, MAG NAIL & DISK, LB 8824
- ⊙ - CASE NAIL AS NOTED
- ⊙ - FOUND 5/8" IRON ROD, AS NOTED
- ⊙ - SET 1/2" IRON PIPE, LB 8824
- ⊙ - SET 5/8" CONCRETE MONUMENT, LB 8824
- ⊙ - FOUND 5/8" CONCRETE MONUMENT, NO D, UNLESS OTHERWISE NOTED
- R/W - RIGHT OF WAY
- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- PPP - PERMANENT CONTROL POINT

**GENERAL NOTES:**

- BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF ROYAL PINES PARKWAY AS BEING SOUTH 26°15'38" EAST.
- LOT LINES INTERSECTING CURVES ARE NON-RADIAL. SECTION LINES SHOWN HEREON ARE FOR GRAPHIC REPRESENTATION ONLY.
- CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILING, REMOVAL OF EARTH, CUTTING OF TREES, OR OTHER PLANTS SHALL TAKE PLACE WITHOUT THE NECESSARY APPROVALS OF THE APPROPRIATE AGENCIES. THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK, METLAND JURISDICTIONAL LINE MAY BE SUPERCEDED AND REDEFINED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENT AGENCIES.
- DRAINAGE EASEMENTS ARE AS SHOWN. ALL EASEMENTS SHOWN ON THIS PLAT ARE NON-EXCLUSIVE, UNLESS OTHERWISE NOTED.
- STATE PLANE COORDINATES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 83(90), TRANSVERSE MERCATOR PROJECTION, HOLDING THE FOLLOWING FIXED CONTROL UNLESS OTHERWISE STATED. THE PROJECT GRID SCALE FACTOR FOR THIS MAP IS 0.99995437 U.S. SURVEY FEET.

DESIGNATION  
ST. JOHNS COUNTY GPS 8071 2089716.580  
ST. JOHNS COUNTY GPS 5069 2034333.931  
ST. JOHNS COUNTY GPS 5069 489147.692

ALL DISTANCES SHOWN HEREON ARE AS GROUND MEASURED

**PRIVETT-NILES and ASSOCIATES, INC.**  
SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS NO. 6824  
3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591, FAX: (904) 829-5070

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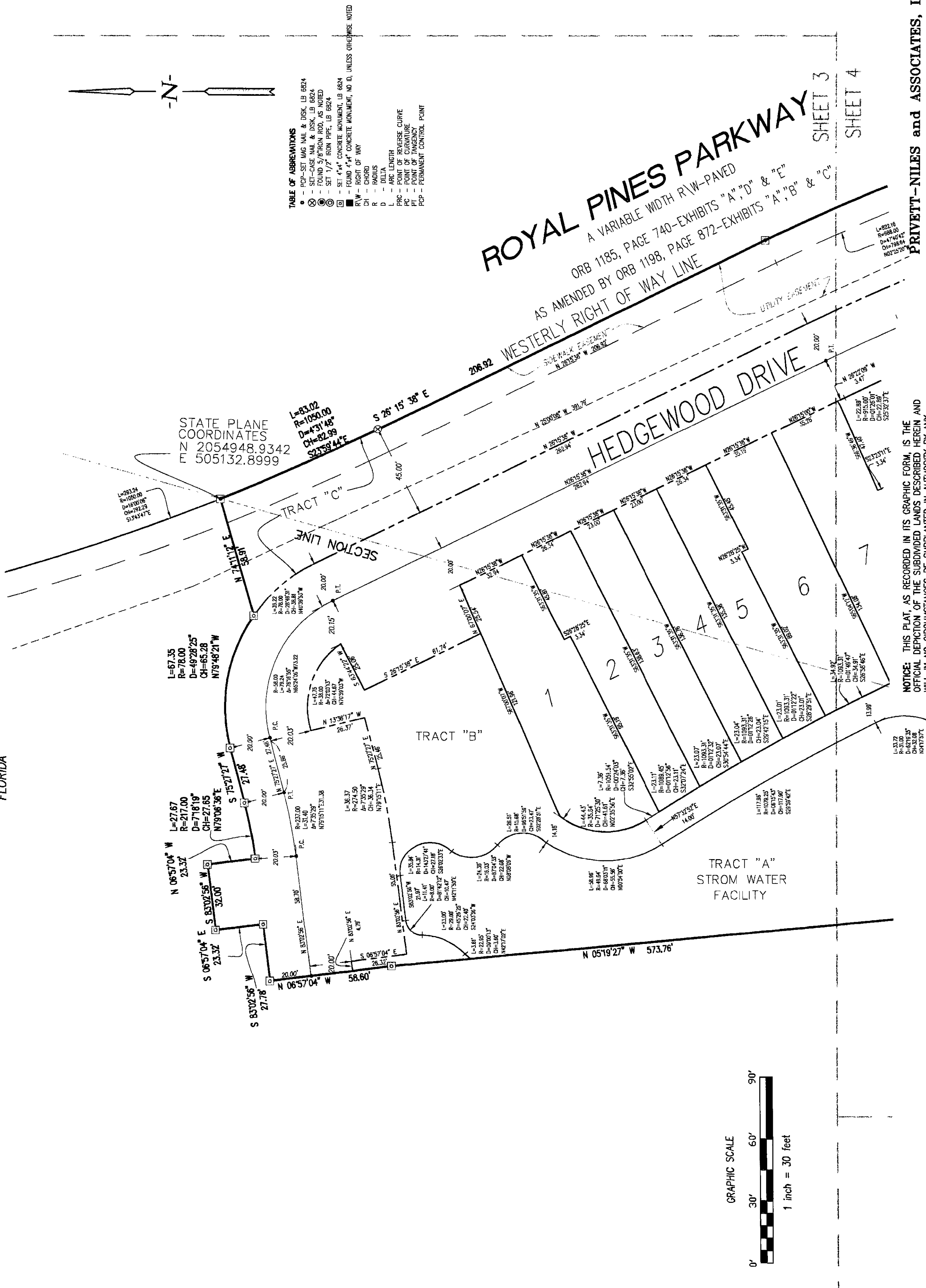


# ISLES OF THE WORLD AT WORLD GOLF VILLAGE PHASE 1

MAP BOOK 57 PAGE 45

SHEET 3 OF 6

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PORTION OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ALSO BEING THE PORTION OF NORTHWEST PARCEL 13 OF ST. JOHNS COUNTY, FLORIDA



**PRIVETT-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
 LICENSED BUSINESS NO. 8824  
 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
 AUSTIN, TEXAS 78744  
 (904) 829-2591 FAX: (904) 828-5070

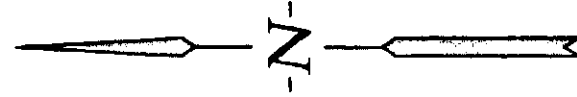
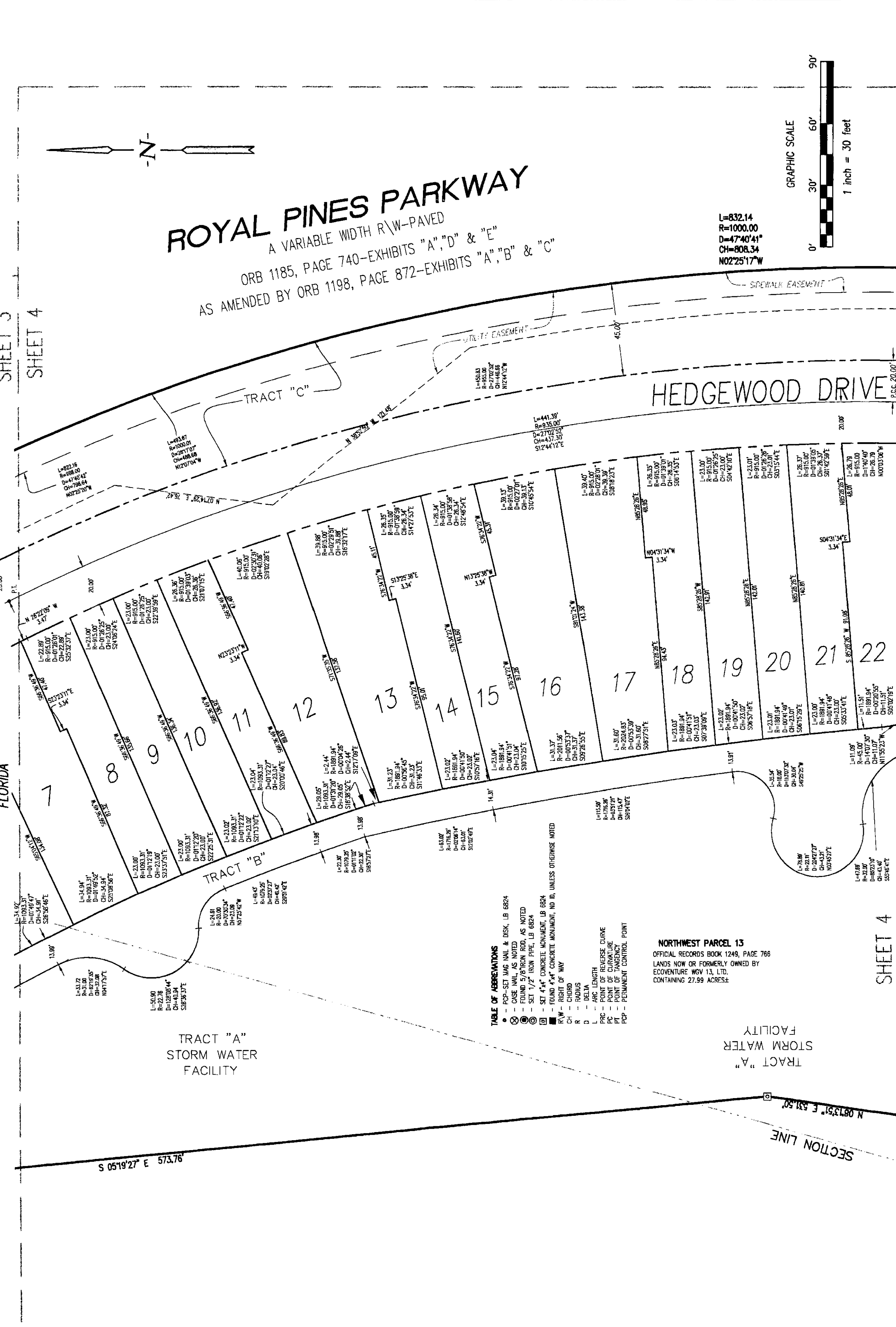
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FOR GENERAL NOTES SEE SHEET 2

# ISLES OF THE WORLD AT WORLD GOLF VILLAGE PHASE 1

MAP BOOK 57 PAGE 46  
SHEET 4 OF 6

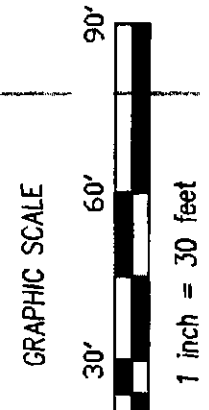
A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PORTION OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ALSO BEING THE PORTION OF NORTHWEST PARCEL 13 OF ST. JOHNS COUNTY, FLORIDA



## ROYAL PINES PARKWAY

A VARIABLE WIDTH R/W-PAVED  
ORB 1185, PAGE 740—EXHIBITS "A," "D" & "E"  
AS AMENDED BY ORB 1198, PAGE 872—EXHIBITS "A," "B" & "C"

L=832.14  
R=1000.00  
D=47°40'41"  
CH=808.34  
N022°25'17"W



**TABLE OF ABBREVIATIONS**

- POP - SET MAG NAIL & DISK, LB 6824
- ⊙ - CASE NAIL, AS NOTED
- ⊗ - FOUND 5/8" IRON ROD, AS NOTED
- ⊕ - SET 1/2" IRON PIPE, LB 6824
- ⊖ - SET 4"x4" CONCRETE MONUMENT, LB 6824
- ⊘ - FOUND 4"x4" CONCRETE MONUMENT, NO ID, UNLESS OTHERWISE NOTED
- R/W - RIGHT OF WAY
- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PAC - POINT OF REVERSE CURVE
- PT - POINT OF TANGENCY
- PC - POINT OF CURVATURE
- POP - PERMANENT CONTROL POINT

**NORTHWEST PARCEL 13**  
OFFICIAL RECORDS BOOK 1249, PAGE 766  
LANDS NOW OR FORMERLY OWNED BY  
ECCOVENTURE WGV 13, LTD.  
CONTAINING 27.99 ACRES±

NOTICE: THIS PLAN AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAN. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**PRIVETT-NILES and ASSOCIATES, INC.**  
SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS NO. 6624  
3000 N. ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591

FOR GENERAL NOTES SEE SHEET 2

SHEET 4

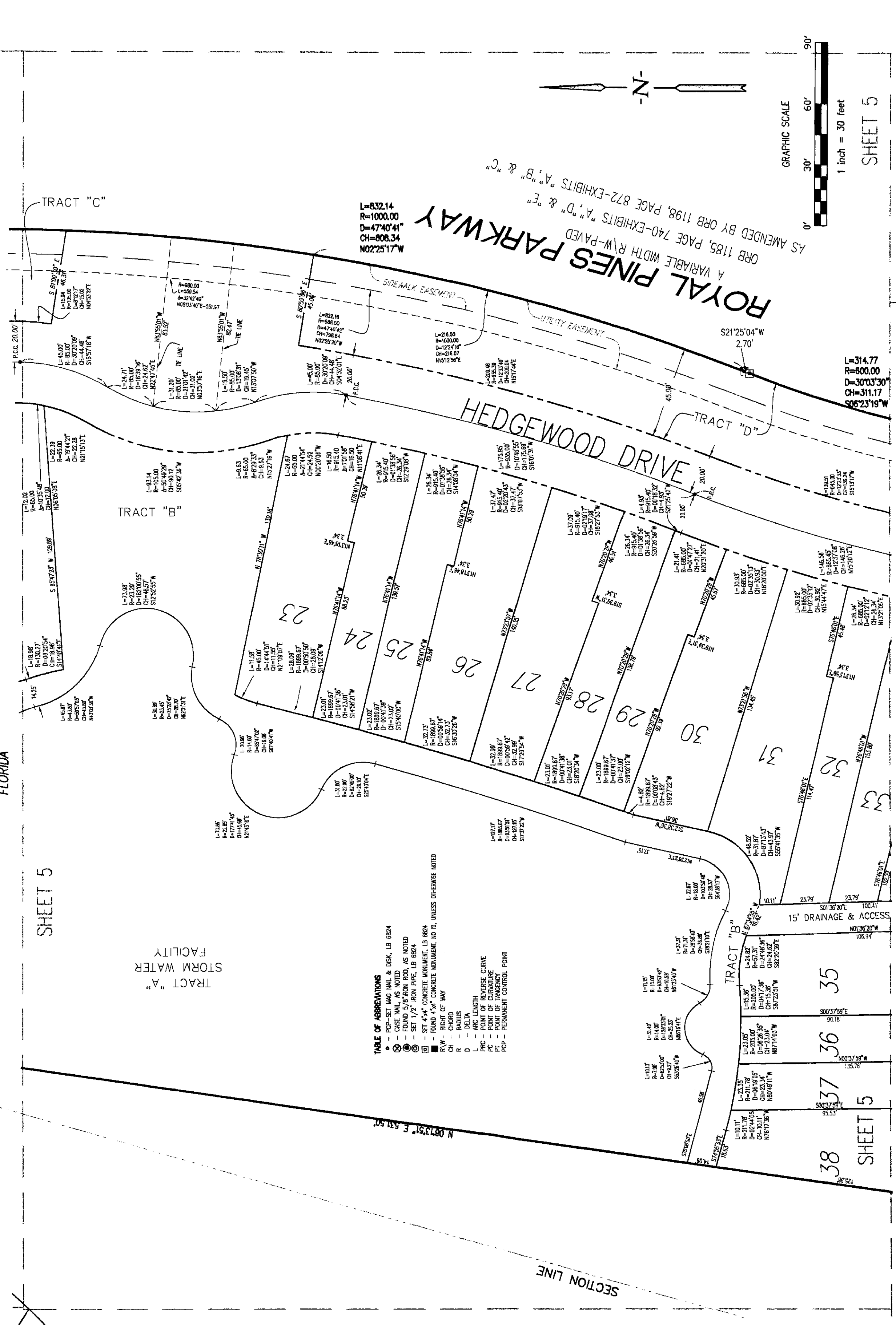
SHEET 5



# ISLES OF THE WORLD AT WORLD GOLF VILLAGE PHASE 1

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PORTION OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ALSO BEING THE PORTION OF NORTHWEST PARCEL 13 OF ST. JOHNS COUNTY, FLORIDA

MAP BOOK 57 PAGE 47  
SHEET 5 OF 6



**TABLE OF ABBREVIATIONS**

- PCP - SET MAG NAIL & DISK, LB 6824
- CASE NAIL, AS NOTED
- ⊙ FOUND 5/8" IRON ROD, AS NOTED
- ⊚ SET 1/2" IRON PIPE, LB 6824
- ⊞ SET 4" x 4" CONCRETE MONUMENT, LB 6824
- ⊠ ROUND 4" x 4" CONCRETE MONUMENT, NO ID, UNLESS OTHERWISE NOTED
- R/W - RIGHT OF WAY
- CH - CHORD
- R - RADIUS
- D - DELTA
- L - LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- PCP - PERMANENT CONTROL POINT

ORB 1185, PAGE 740-EXHIBITS "A", "D", & "E"  
AS AMENDED BY ORB 1198, PAGE 872-EXHIBITS "A", "B", & "C"

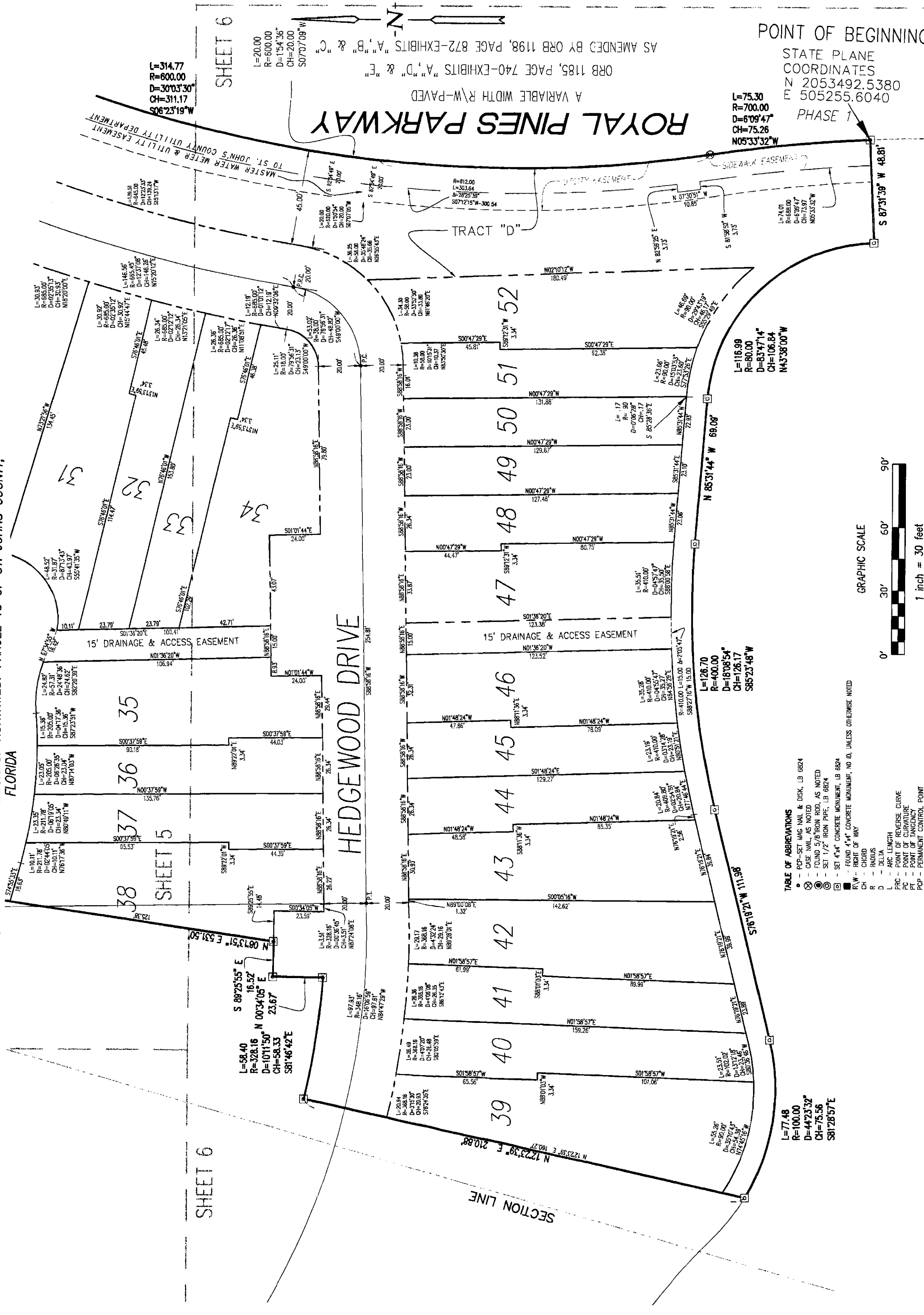
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FOR GENERAL NOTES SEE SHEET 2

PRIVETT-NILES and ASSOCIATES, INC.  
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3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
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(904) 829-2591

# ISLES OF THE WORLD AT WORLD GOLF VILLAGE PHASE 1

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PORTION OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ALSO BEING THE PORTION OF NORTHWEST PARCEL 13 OF ST. JOHNS COUNTY, FLORIDA



POINT OF BEGINNING  
 STATE PLANE  
 COORDINATES  
 N 2053492.5380  
 E 505255.6040

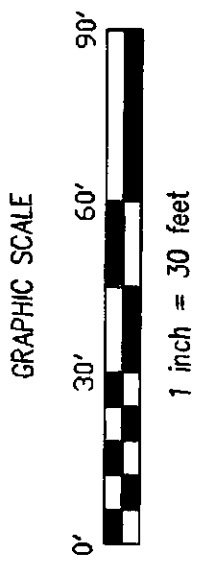
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 CH=75.26

L=116.99  
 R=80.00  
 D=83°47'14"  
 CH=106.84

L=128.70  
 R=400.00  
 D=18°08'54"  
 CH=126.17

TABLE OF ABBREVIATIONS

- POB - SET MAG NAIL & DISK, LB 6824
- CON - CONCRETE MONUMENT, LB 6824
- WOOD - WOOD MONUMENT, LB 6824
- IRON - SET 1/2" IRON PIPE, LB 6824
- CONC - FOUND 4"x4" CONCRETE MONUMENT, NO ID, UNLESS OTHERWISE NOTED
- CH - CHISEL
- CR - CORNER
- NO - NAIL
- LN - LINE
- ARC - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- POP - PERMANENT CONTROL POINT



**PRIVETT-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
 LICENSED BUSINESS NO. 6824  
 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
 ST. AUGUSTINE, FLORIDA 32084  
 (904) 829-2591 FAX: (904) 829-5070

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6  
7298

Public Records of  
St. Johns County, FL  
Clerk# 99057116  
O.R. 1460 PG 263  
09:42AM 12/09/1999  
REC \$25.00 SUR \$3.50

THIS DOCUMENT PREPARED  
BY AND RETURN TO  
  
M. LYNN PAPPAS, ESQ.  
PAPPAS METCALF JENKS  
MILLER & REINSCH, P.A.  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202-4327

**CORRECTIVE SUPPLEMENTARY DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SAINT JOHNS - NORTHWEST RESIDENTIAL  
(PARCEL 12)**

This Corrective Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential is made as of the 31<sup>st</sup> day of December, 1999, by **SJH PARTNERSHIP, LTD.**, a Florida limited partnership ("Developer"), having an address of 101 East Town Place, Suite 200, St. Augustine, Florida 32092.

**RECITALS:**

A. The Developer has executed and recorded the Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential which is recorded in Official Records Book 1185, at page 740, which was amended by First Amendment to Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential which is recorded in Official Records Book 1198, page 872, both of the public records of St. Johns County, Florida (collectively the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof;

B. The Developer is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), and desires to subject the Property to the terms, conditions and provisions contained in the Declaration, as provided and permitted by Section 3.2 of the Declaration.

**NOW THEREFORE**, the Developer hereby declares as follows:

1. Submission of the Property to Declaration. All of the Property and any portion thereof shall hereafter be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, easements, charges and liens, and all other matters set forth in the Declaration. All defined terms contained in this Supplementary Declaration shall have the same meanings as such terms are defined by the Declaration.

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

3. Correction. This instrument is executed and recorded to correct the legal description of the Property by substituting Exhibit "A" attached hereto for Exhibit "A" attached to the Supplementary Declaration of Covenants and Restrictions for Saint Johns Northwest Residential, recorded in Official Records Book 1279, page 286 of the public records of St. Johns County, Florida.

**IN WITNESS WHEREOF**, the Developer has caused this Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential to be duly executed as of the date first above written.

Signed, sealed and delivered  
in the presence of:

**SJH PARTNERSHIP, LTD.,**  
a Florida limited partnership

*Arleta M. Hampton*  
(Name Arleta M. Hampton)

By: **SJ MEMPHIS, LTD.,** a Florida  
limited partnership, its  
general partner

*Wang Kelal*  
(Name Wang Kelal)

By: **ST. JOHNS HARBOUR, INC.**  
a Florida corporation,  
its general partner

By: *[Signature]*  
**James E. Davidson, Jr.**  
Vice President  
Development Administration  
101 East Town Place, Suite 200  
St. Augustine, FL 32092  
[CORPORATE SEAL]

STATE OF FLORIDA     )  
  )SS  
COUNTY OF ST. JOHNS    )

The foregoing instrument was acknowledged before me this 3 day of December, 1999, by **JAMES E. DAVIDSON, JR.**, Vice President -Development Administration of **ST. JOHNS HARBOUR, INC.**, a Florida corporation, the general partner of **SJ MEMPHIS, LTD.**, a Florida

limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.

*Tracy G. Bozzetti*  
(Print Name Tracy G. Bozzetti)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**TRACY G. BOZZETTI**  
Notary Public, State of Florida  
My comm. exp. Jan. 7, 2003  
Comm. No. CC800709

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

Type of Identification Produced  
\_\_\_\_\_

## NORTHWEST PARCEL 12

A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WESTERLY LINE OF SAID SECTION, A DISTANCE OF 794.29 FEET; THENCE SOUTH 75°04'08" EAST LEAVING SAID SECTION LINE, A DISTANCE OF 1005.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°18'44" EAST, A DISTANCE OF 83.75 FEET; THENCE SOUTH 48°28'02" EAST, A DISTANCE OF 49.55 FEET; THENCE SOUTH 47°07'46" EAST, A DISTANCE OF 67.82 FEET; THENCE SOUTH 86°31'04" EAST, A DISTANCE OF 308.18 FEET; THENCE SOUTH 22°20'24" EAST, A DISTANCE OF 181.75 FEET; THENCE SOUTH 17°43'07" EAST, A DISTANCE OF 592.76 FEET; THENCE SOUTH 48°47'39" EAST, A DISTANCE OF 84.28 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°55'59" EAST AND A CHORD DISTANCE OF 120.63 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 248.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°26'43" WEST AND A CHORD DISTANCE OF 221.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°55'11" WEST, A DISTANCE OF 122.79 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 308.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°13'39" WEST AND A CHORD DISTANCE OF 303.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°32'07" WEST, A DISTANCE OF 262.67 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 293.73 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 288.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 47°39'02" WEST AND A CHORD DISTANCE OF 276.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 75°45'56" WEST, A DISTANCE OF 125.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 53°21'17" WEST AND A CHORD DISTANCE OF 41.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°56'39" WEST, A DISTANCE OF 55.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 105.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 91.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°57'52" WEST AND A CHORD DISTANCE OF 88.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°59'05" WEST, A DISTANCE OF 235.50 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 181.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 39°25'52" WEST AND A CHORD DISTANCE OF 165.83 FEET

TO THE POINT OF REVERSE CURVE OF A CURVE, BEING CONCAVE WESTERLY HAVING RADIUS OF 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 118.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°55'44" WEST AND A CHORD DISTANCE OF 117.37 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 359.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°56'27" WEST AND A CHORD DISTANCE OF 112.72 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°49'24" WEST AND A CHORD DISTANCE OF 76.99 FEET TO A POINT ON SAID CURVE; THENCE NORTH 04°51'23" EAST, A DISTANCE OF 180.93 FEET; THENCE NORTH 09°28'47" WEST, A DISTANCE OF 65.62 FEET; THENCE NORTH 00°56'26" EAST, A DISTANCE OF 70.94 FEET; THENCE NORTH 02°39'11" WEST, A DISTANCE OF 63.96 FEET; THENCE NORTH 05°27'34" WEST, A DISTANCE OF 59.07 FEET; THENCE NORTH 04°53'23" WEST, A DISTANCE OF 34.17 FEET; THENCE NORTH 43°54'07" EAST, A DISTANCE OF 35.85 FEET; THENCE NORTH 30°31'06" EAST, A DISTANCE OF 52.71 FEET; THENCE NORTH 08°26'37" EAST, A DISTANCE OF 37.22 FEET; THENCE NORTH 28°29'33" WEST, A DISTANCE OF 68.00 FEET; THENCE NORTH 34°56'05" EAST, A DISTANCE OF 39.87 FEET; THENCE NORTH 03°28'40" EAST, A DISTANCE OF 42.85 FEET; THENCE NORTH 26°11'28" WEST, A DISTANCE OF 34.85 FEET; THENCE SOUTH 78°18'46" WEST, A DISTANCE OF 69.88 FEET; THENCE NORTH 17°50'44" EAST, A DISTANCE OF 82.04 FEET; THENCE NORTH 01°04'08" WEST, A DISTANCE OF 52.02 FEET; THENCE NORTH 26°45'44" WEST, A DISTANCE OF 52.72 FEET; THENCE NORTH 08°37'23" WEST, A DISTANCE OF 71.27 FEET; THENCE NORTH 49°58'30" EAST, A DISTANCE OF 51.20 FEET; THENCE NORTH 37°03'10" EAST, A DISTANCE OF 42.51 FEET; THENCE NORTH 23°05'00" EAST, A DISTANCE OF 29.24 FEET; THENCE NORTH 52°42'33" EAST, A DISTANCE OF 89.81 FEET; THENCE NORTH 39°49'53" EAST, A DISTANCE OF 37.88 FEET; THENCE NORTH 40°59'30" EAST, A DISTANCE OF 54.14 FEET; THENCE NORTH 25°43'49" EAST, A DISTANCE OF 36.24 FEET; THENCE NORTH 01°24'14" EAST, A DISTANCE OF 51.32 FEET; THENCE NORTH 33°39'36" EAST, A DISTANCE OF 62.76 FEET; THENCE SOUTH 89°15'21" WEST, A DISTANCE OF 58.49 FEET; THENCE NORTH 49°35'49" EAST, A DISTANCE OF 73.15 FEET; THENCE NORTH 00°49'34" WEST, A DISTANCE OF 61.20 FEET; THENCE NORTH 33°54'26" EAST, A DISTANCE OF 51.85 FEET; THENCE NORTH 08°05'20" EAST, A DISTANCE OF 56.90 FEET; THENCE NORTH 16°05'44" EAST, A DISTANCE OF 17.23 FEET; THENCE NORTH 18°30'02" EAST, A DISTANCE OF 67.33 FEET; THENCE NORTH 50°36'17" EAST, A DISTANCE OF 42.65 FEET; THENCE NORTH 20°28'46" EAST, A DISTANCE OF 50.48 FEET; THENCE NORTH 31°40'46" EAST, A DISTANCE OF 50.71 FEET; THENCE NORTH 23°20'10" EAST, A DISTANCE OF 108.38 FEET; THENCE NORTH 00°17'13" EAST, A DISTANCE OF 42.81 FEET; THENCE NORTH 41°10'10" WEST, A DISTANCE OF 48.28 FEET; THENCE NORTH 49°27'01" WEST, A DISTANCE OF 56.19 FEET; THENCE NORTH 27°08'28" EAST, A DISTANCE OF 33.22 FEET; THENCE NORTH 75°55'47" EAST, A DISTANCE OF 55.30 FEET; THENCE NORTH 22°52'19" EAST, A DISTANCE OF 44.70 FEET; THENCE NORTH 71°25'48" WEST, A DISTANCE OF 46.22 FEET; THENCE NORTH 12°53'54" WEST, A DISTANCE OF 67.22 FEET; THENCE SOUTH 62°30'14" EAST, A DISTANCE OF 50.17 FEET; THENCE NORTH 23°43'48" EAST, A DISTANCE OF 54.28 FEET; THENCE NORTH

48°32'34" WEST, A DISTANCE OF 51.43 FEET; THENCE SOUTH 81°10'17" EAST, A DISTANCE OF 32.67 FEET; THENCE NORTH 00°07'47" EAST, A DISTANCE OF 53.89 FEET; THENCE NORTH 83°08'49" EAST, A DISTANCE OF 58.62 FEET; THENCE SOUTH 78°51'35" EAST, A DISTANCE OF 51.51 FEET; THENCE NORTH 50°41'43" EAST, A DISTANCE OF 46.88 FEET; THENCE NORTH 67°29'11" EAST, A DISTANCE OF 49.38 FEET; THENCE NORTH 15°16'53" WEST, A DISTANCE OF 66.99 FEET; THENCE NORTH 26°11'10" WEST, A DISTANCE OF 33.82 FEET; THENCE NORTH 06°38'03" WEST, A DISTANCE OF 56.00 FEET; THENCE NORTH 03°21'28" EAST, A DISTANCE OF 63.24 FEET; THENCE NORTH 41°14'49" WEST, A DISTANCE OF 62.47 FEET TO THE POINT OF BEGINNING.

S:\sharon\legal\sjh\nvpar17.upd  
REV. 7/1/98



Public Records of  
St. Johns County, FL  
Clerk# 98057827  
O.R. 1373 PG 630  
02:40PM 12/23/1998  
REC \$21.00 SUR \$3.00

2  
5  
THIS DOCUMENT PREPARED  
BY AND RETURN TO:

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

**SUPPLEMENTARY DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SAINT JOHNS - NORTHWEST RESIDENTIAL  
(ADDITIONAL COMMON PROPERTY)**

This Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential is made as of the 21<sup>st</sup> day of December, 1998, by **SJH PARTNERSHIP, LTD.**, a Florida limited partnership ("Developer"), having an address of 101 East Town Place - Suite 100, St. Augustine, Florida 32092.

**RECITALS:**

A. The Developer has executed and recorded the Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential, which is recorded in Official Records Book 1185, at page 740, of the public records of St. Johns County, Florida (the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof.

B. The Developer is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), and intends to hereby subject the Property to the terms of the Declaration as permitted by Section 3.2 thereof.

C. Pursuant to Section 4.3 of the Declaration, the Developer intends to hereby designate the Property as Common Area.

**NOW THEREFORE**, the Developer hereby declares as follows:

1. Defined Terms. All defined or capitalized terms set forth in this Supplementary Declaration shall have the same meanings as such terms are defined by the Declaration.

2. Submission of the Property to Declaration. All of the Property and any portion thereof shall hereafter be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, easements, charges and liens, and all other matters set forth in the Declaration.

3. Designation as Common Area. All of the Property is hereby designated as Common Area as provided by Section 4.3 of the Declaration.

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

**IN WITNESS WHEREOF**, the Developer has caused this Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential to be duly executed as of the date first above written.

Signed, sealed and delivered in the presence of:

**SJH PARTNERSHIP, LTD.**,  
a Florida limited partnership

By: **SJ MEMPHIS, LTD.**, a Florida limited partnership, its general partner

By: **ST. JOHNS HARBOUR, INC.**,  
a Florida corporation, its general partner

W. H. Stubblefield  
(Print Name W. H. STUBBLEFIELD)

Carolyn Carr  
(Print Name Carolyn Carr)

By: Louis Baioni  
Its President  
3797 New Getwell Road  
Memphis, Tennessee 38118

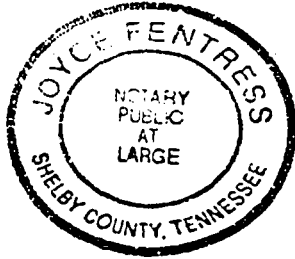
[CORPORATE SEAL]

STATE OF Tennessee )  
 )SS  
COUNTY OF Shelby )

The foregoing instrument was acknowledged before me this 21st day of December, 1998, by **LOUIS BAIONI**, the President of ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, LTD., a Florida limited partnership, the general partner of **SJH PARTNERSHIP, LTD.**, a Florida limited partnership, on behalf of the partnership.

Joyce Fentress  
(Print Name Joyce Fentress)

NOTARY PUBLIC, State of Tennessee at Large  
Commission # N/A  
My Commission Expires My Commission Expires Feb. 13, 2001  
Personally Known   
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_



## 0.79 ACRE PARCEL AT WORLD GOLF VILLAGE

PART OF SECTION 44, TOGETHER WITH A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF PARCEL 11A, AS RECORDED IN OFFICIAL RECORDS BOOK 1251, PAGE 403 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 24°54'33" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 11A, A DISTANCE OF 10.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 24°54'33" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 38.34 FEET; THENCE SOUTH 73°31'23" EAST LEAVING SAID EASTERLY LINE OF PARCEL 11A AND ALONG A SOUTHERLY LINE OF CONSERVATION EASEMENT NO. 29, AS RECORDED IN OFFICIAL RECORDS BOOK 1166, PAGE 468 OF SAID PUBLIC RECORDS, A DISTANCE OF 13.98 FEET TO A POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°36'13" EAST AND A CHORD DISTANCE OF 89.45 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 44.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°47'12" EAST AND A CHORD DISTANCE OF 44.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 76°39'50" EAST CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 41.19 FEET; THENCE NORTH 59°19'29" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 149.37 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 121.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°58'47" EAST AND A CHORD DISTANCE OF 119.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°38'04" EAST CONTINUING ALONG SAID SOUTHERLY LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1198, PAGE 872, EXHIBITS A, B AND C OF SAID PUBLIC RECORDS), SAID POINT LYING ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHWESTERLY LEAVING SAID SOUTHERLY LINE OF CONSERVATION EASEMENT NO. 29 AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 228.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°19'43" WEST AND A CHORD DISTANCE OF 213.93 FEET

TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 221.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°05'15" WEST AND A CHORD DISTANCE OF 220.46 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF TOWERVIEW DRIVE (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 71.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°12'45" WEST AND A CHORD DISTANCE OF 65.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 60°06'02" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF TOWERVIEW DRIVE, A DISTANCE OF 25.69 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 440.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 62°42'38" WEST AND A CHORD DISTANCE OF 40.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.79 ACRES MORE OR LESS.

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.  
PAPPAS METCALF & JENKS, P.A. 2580  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202-4327

**SUPPLEMENTARY DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SAINT JOHNS - NORTHWEST RESIDENTIAL**

This Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential is made as of the 6 day of February, 1998, by SJH PARTNERSHIP, LTD., a Florida limited partnership ("Developer"), having an address of 3370-I International Golf Parkway, St. Augustine, Florida 32092.

**RECITALS:**

A. The Developer has executed and recorded the Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential which is recorded in Official Records Book 1185, at page 740, of the public records of St. Johns County, Florida (the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof; and

B. Developer desires to withdraw the property described on Exhibit A (the "Withdrawn Parcel") from the terms and effect of the Declaration pursuant to Section 3.3 thereof; and

C. Developer presently holds a majority of the votes in the Association, and as required by Section 3.3 of the Declaration, has approved the withdrawal of the Withdrawn Parcel from the terms and effect of the Declaration.

NOW THEREFORE, the Developer hereby declares as follows:

1. Withdrawal of Lands. The Withdrawn Parcel is hereby withdrawn from the terms and effect of the Declaration, and hereafter, all covenants, restrictions, easements, charges, and all other matters set forth in the Declaration shall have no force and effect whatsoever with respect to the Withdrawn Parcel.

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

18716.1  
1/28/98  
Parcel 18

Recorded in Public Records St. Johns County, FL  
Clerk# 98018211 O.R. 1314 PG 1544 01:53PM 04/29/1998  
Recording \$37.00 Surcharge \$5.00

42<sup>00</sup>

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential to be duly executed as of the date first above written.

Signed, sealed and delivered  
in the presence of:

SJE PARTNERSHIP, LTD.,  
a Florida limited partnership

Patricia L. Robinson  
(Name Patricia L. Robinson)

By: SJ MEMPHIS, LTD., a Florida  
limited partnership, its  
general partner

Valerie Shew  
(Name Valerie Shew)

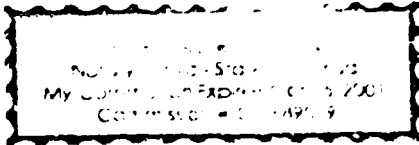
By: ST. JOHNS HARDCUR, INC.  
a Florida corporation,  
its general partner

By: James E. Davidson Jr.  
James E. Davidson Jr.  
Vice President  
Development Administration  
3370-I International Golf  
Parkway  
St. Augustine, FL 32092

O. R. 1314 PG 1546

STATE OF FLORIDA )  
 )SS  
COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 6 day of February, 1998, by JAMES E. DAVIDSON, JR., Vice President-Development Administration of ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, LTD., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.



Patricia L. Robinson  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally Known \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced  
\_\_\_\_\_



CONSENT AND JOINDER OF OWNER

ECOVENTURE WGV 18, LTD., a Florida limited partnership, as the owner of the Withdrawn Parcel more particularly described by the Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential (the "Supplementary Declaration") to which this Consent and Joinder is attached, hereby consents to and joins in the Supplementary Declaration and agrees that the Withdrawn Parcel shall hereinafter no longer be subject to the terms or effect of the Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential, as recorded in Official Records Book 1185, at page 740 of the public records of St. Johns County, Florida.

Signed, sealed and delivered in the presence of:

[Signature]  
(Name) Niche the Dev Room  
[Signature]  
(Name) ROBERT S. COLLINS

ECOVENTURE WGV 18, LTD., a Florida limited partnership

By: ECOVENTURE WGV 18, INC., a Florida corporation

By: [Signature]  
(Print Name) \_\_\_\_\_  
Its: S. VP

STATE OF FLORIDA )  
 ) SS  
COUNTY OF Collier )

The foregoing instrument was acknowledged before me this 13 day of April, 1998, by Bryan L. Water, as S. VP of ECOVENTURE WGV 18, INC., a Florida corporation, general partner of ECOVENTURE WGV 18, LTD., a Florida limited partnership, on behalf of the partnership.

Catalina C. Novotny  
(Print Name Catalina C. Novotny)  
NOTARY PUBLIC, State of Florida at Large  
Commission # CC 47064  
My Commission Expires: \_\_\_\_\_  
Personally Known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

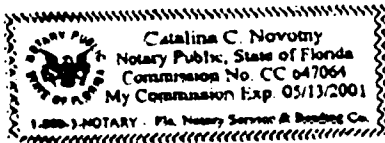


EXHIBIT A  
[Property]

O.R. 1314 PG 1548

NORTHWEST PARCEL 18

## NORTHWEST PARCEL 18

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 44 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 799.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12°25'48" WEST LEAVING SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.34 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 225.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 247.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°57'58" WEST AND A CHORD DISTANCE OF 234.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 39°30'07" WEST, A DISTANCE OF 32.53 FEET; THENCE NORTH 47°51'45" WEST, A DISTANCE OF 174.23 FEET; THENCE NORTH 57°05'41" WEST, A DISTANCE OF 166.10 FEET; THENCE NORTH 61°36'25" WEST, A DISTANCE OF 129.38 FEET; THENCE NORTH 47°38'49" WEST, A DISTANCE OF 298.31 FEET; THENCE NORTH 46°29'34" WEST, A DISTANCE OF 107.27 FEET; THENCE NORTH 54°30'32" EAST, A DISTANCE OF 165.18 FEET; THENCE SOUTH 42°10'17" EAST, A DISTANCE OF 27.32 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 24.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°10'24" WEST AND A CHORD DISTANCE OF 23.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 23°28'57" EAST, A DISTANCE OF 9.16 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°24'56" EAST AND A CHORD DISTANCE OF 20.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°39'02" WEST, A DISTANCE OF 18.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°46'16" EAST AND A CHORD DISTANCE OF 38.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 31°48'27" EAST, A DISTANCE OF 19.43 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 12.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°04'51" EAST AND A CHORD DISTANCE OF 11.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 66°21'16" EAST, A DISTANCE OF 17.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°22'56" EAST AND A CHORD DISTANCE OF 43.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°24'33" EAST,

A DISTANCE OF 1.06 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°30'48" EAST AND A CHORD DISTANCE OF 20.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 76°37'01" EAST, A DISTANCE OF 34.55 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 59.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 59°41'46" EAST AND A CHORD DISTANCE OF 58.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°46'33" EAST, A DISTANCE OF 9.45 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 29.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°48'54" EAST AND A CHORD DISTANCE OF 28.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°08'43" EAST, A DISTANCE OF 21.10 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°24'51" EAST AND A CHORD DISTANCE OF 26.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 67°58'22" EAST, A DISTANCE OF 16.89 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 42.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°43'25" EAST AND A CHORD DISTANCE OF 41.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 63°25'11" EAST, A DISTANCE OF 1.12 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°49'18" EAST AND A CHORD DISTANCE OF 17.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 81°46'35" EAST, A DISTANCE OF 60.18 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°46'21" EAST AND A CHORD DISTANCE OF 32.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79°19'16" EAST, A DISTANCE OF 17.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 29.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°04'48" EAST AND A CHORD DISTANCE OF 29.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°50'18" EAST, A DISTANCE OF 45.66 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 49.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 47°23'42" EAST AND A CHORD DISTANCE OF 47.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 23°57'07" EAST, A DISTANCE OF 28.22 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 29.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°01'26" EAST AND A CHORD DISTANCE OF 29.18 FEET

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°05'45" EAST, A DISTANCE OF 43.51 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°28'17" EAST AND A CHORD DISTANCE OF 51.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°50'49" EAST, A DISTANCE OF 31.28 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 108.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°23'09" EAST AND A CHORD DISTANCE OF 98.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 99°55'28" EAST, A DISTANCE OF 5.69 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 102.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°16'53" EAST AND A CHORD DISTANCE OF 90.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 07°30'44" WEST, A DISTANCE OF 29.61 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°06'51" EAST AND A CHORD DISTANCE OF 31.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 29°44'31" EAST, A DISTANCE OF 5.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°37'41" EAST AND A CHORD DISTANCE OF 78.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16°29'08" WEST, A DISTANCE OF 31.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°53'33" EAST AND A CHORD DISTANCE OF 68.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°16'14" EAST, A DISTANCE OF 44.31 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°02'18" EAST AND A CHORD DISTANCE OF 13.52 FEET TO THE END OF SAID CURVE; THENCE NORTH 85°46'45" EAST, A DISTANCE OF 8.52 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 11.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°12'04" EAST AND A CHORD DISTANCE OF 11.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 72°37'23" EAST, A DISTANCE OF 103.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 55.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°44'53" EAST AND A CHORD DISTANCE OF 52.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44°07'08" EAST, A DISTANCE OF 4.08 FEET; THENCE SOUTH 66°33'36" EAST, A DISTANCE OF 8.48 FEET; THENCE NORTH 18°25'22" EAST, A DISTANCE OF 48.40 FEET; THENCE NORTH 84°33'38" EAST, A DISTANCE OF 36.43 FEET; THENCE SOUTH 70°03'11" EAST, A DISTANCE OF

93.83 FEET; THENCE, NORTH 89°52'29" EAST, A DISTANCE OF 62.23 FEET; THENCE NORTH 89°48'24" EAST, A DISTANCE OF 37.98 FEET; THENCE SOUTH 85°12'21" EAST, A DISTANCE OF 69.88 FEET; THENCE SOUTH 80°11'42" EAST, A DISTANCE OF 64.19 FEET; THENCE SOUTH 77°20'13" EAST, A DISTANCE OF 39.46 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 42.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°57'20" EAST AND A CHORD DISTANCE OF 38.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°25'32" WEST, A DISTANCE OF 28.73 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°22'42" WEST AND A CHORD DISTANCE OF 18.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 39°21'58" WEST, A DISTANCE OF 8.58 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 9.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°47'00" WEST AND A CHORD DISTANCE OF 9.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°23'57" EAST, A DISTANCE OF 1.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 10.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°32'45" WEST AND A CHORD DISTANCE OF 10.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°29'29" WEST, A DISTANCE OF 42.67 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 19.44 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 66°00'08" EAST AND A CHORD DISTANCE OF 38.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28°30'16" EAST, A DISTANCE OF 63.67 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 47°08'36" EAST AND A CHORD DISTANCE OF 31.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65°46'56" EAST, A DISTANCE OF 35.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 53°31'48" EAST AND A CHORD DISTANCE OF 21.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 41°16'39" EAST, A DISTANCE OF 74.46 FEET; THENCE SOUTH 39°30'10" EAST ALONG A LINE TO ITS INTERSECTION WITH AFORESAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 48.58 FEET; THENCE SOUTH 50°29'50" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1228.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.50 ACRES MORE OR LESS.

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

M. LYNN PAPPAS, ESQ.  
PAPPAS METCALF & JENKS, P.A.  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202-4327

**SUPPLEMENTARY DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SAINT JOHNS - NORTHWEST RESIDENTIAL**

This Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential is made as of the 14 day of November, 1997, by SJH PARTNERSEIP, LTD., a Florida limited partnership ("Developer"), having an address of 3370-I International Golf Parkway, St. Augustine, Florida 32092.

**RECITALS:**

A. The Developer has executed and recorded the Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential which is recorded in Official Records Book 1185, at page 740, which was amended by First Amendment to Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential which is recorded in Official Records Book 1198, page 872, both of the public records of St. Johns County, Florida (collectively the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof;

B. The Developer is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), and desires to subject the Property to the terms, conditions and provisions contained in the Declaration, as provided and permitted by Section 3.2 of the Declaration.

**NOW THEREFORE,** the Developer hereby declares as follows:

1. Submission of the Property to Declaration. All of the Property and any portion thereof shall hereafter be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, easements, charges and liens, and all other matters set forth in the Declaration. All defined terms contained in this Supplementary Declaration shall have the same meanings as such terms are defined by the Declaration.

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

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential to be duly executed as of the date first above written.

Signed, sealed and delivered in the presence of:

M. Lynn Pappas  
(Name M. LYNN PAPPAS)

Suzanne M. Baioni  
(Name SUZANNE M. BAIONI)

SJH PARTNERSHIP, LTD.,  
a Florida limited partnership

By: SJ MEMPHIS, LTD., a Florida limited partnership, its general partner

By: ST. JOHNS HARBOUR, INC.  
a Florida corporation,  
its general partner

By: LOUIS BAIONI  
President

3370-1 International Golf Parkway  
St. Augustine, FL 32092

[CORPORATE SEAL]

STATE OF FLORIDA )  
COUNTY OF St. Johns ) SS

The foregoing instrument was acknowledged before me this 14 day of November, 1997, by LOUIS BAIONI President of ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, LTD., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.

M. Lynn Pappas  
(Print Name M. LYNN PAPPAS)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

Type of Identification Produced \_\_\_\_\_





O.R. 1279 PG 0288

EXHIBIT A

[Property]

NW Parcel 12

13824.4  
11/12/97  
Parcel 12

## NORTHWEST PARCEL 12

A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WESTERLY LINE OF SAID SECTION, A DISTANCE OF 794.29 FEET; THENCE SOUTH 75°04'08" EAST LEAVING SAID SECTION LINE, A DISTANCE OF 1005.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°18'44" EAST, A DISTANCE OF 83.75 FEET; THENCE SOUTH 48°28'02" EAST, A DISTANCE OF 49.55 FEET; THENCE SOUTH 47°07'46" EAST, A DISTANCE OF 67.82 FEET; THENCE SOUTH 86°31'04" EAST, A DISTANCE OF 387.34 FEET; THENCE SOUTH 03°28'56" WEST, A DISTANCE OF 315.67 FEET; THENCE SOUTH 32°40'18" EAST, A DISTANCE OF 522.80 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 170.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 08°47'21" WEST AND A CHORD DISTANCE OF 150.53 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 248.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°26'43" WEST AND A CHORD DISTANCE OF 221.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°55'11" WEST, A DISTANCE OF 122.79 FEET TO THE POINT OF CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 308.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°13'39" WEST AND A CHORD DISTANCE OF 303.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°32'07" WEST, A DISTANCE OF 262.67 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 293.73 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 288.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 47°39'02" WEST AND A CHORD DISTANCE OF 276.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 75°45'56" WEST, A DISTANCE OF 125.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 53°21'17" WEST AND A CHORD DISTANCE OF 41.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°56'39" WEST, A DISTANCE OF 55.93 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 105.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 91.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°57'52" WEST AND A CHORD DISTANCE OF 88.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°59'05" WEST, A DISTANCE OF 235.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 181.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 39°25'52" WEST AND A CHORD DISTANCE OF 165.83 FEET TO THE POINT OF REVERSE CURVE OF A

CURVE, BEING CONCAVE WESTERLY HAVING RADIUS OF 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 118.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°55'44" WEST AND A CHORD DISTANCE OF 117.37 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 359.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°56'27" WEST AND A CHORD DISTANCE OF 112.72 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°49'24" WEST AND A CHORD DISTANCE OF 76.99 FEET TO A POINT ON SAID CURVE; THENCE NORTH 04°51'23" EAST, A DISTANCE OF 180.93 FEET; THENCE NORTH 09°28'47" WEST, A DISTANCE OF 65.62 FEET; THENCE NORTH 00°56'26" EAST, A DISTANCE OF 70.94 FEET; THENCE NORTH 02°39'11" WEST, A DISTANCE OF 63.96 FEET; THENCE NORTH 05°27'34" WEST, A DISTANCE OF 59.07 FEET; THENCE NORTH 04°53'23" WEST, A DISTANCE OF 34.17 FEET; THENCE NORTH 43°54'07" EAST, A DISTANCE OF 35.85 FEET; THENCE NORTH 30°31'06" EAST, A DISTANCE OF 52.71 FEET; THENCE NORTH 08°26'37" EAST, A DISTANCE OF 37.22 FEET; THENCE NORTH 28°29'33" WEST, A DISTANCE OF 68.00 FEET; THENCE NORTH 34°56'05" EAST, A DISTANCE OF 39.87 FEET; THENCE NORTH 03°28'40" EAST, A DISTANCE OF 42.85 FEET; THENCE NORTH 26°11'28" WEST, A DISTANCE OF 34.85 FEET; THENCE SOUTH 78°18'46" WEST, A DISTANCE OF 69.88 FEET; THENCE NORTH 17°50'44" EAST, A DISTANCE OF 82.04 FEET; THENCE NORTH 01°04'08" WEST, A DISTANCE OF 52.02 FEET; THENCE NORTH 26°45'44" WEST, A DISTANCE OF 52.72 FEET; THENCE NORTH 08°37'23" WEST, A DISTANCE OF 71.27 FEET; THENCE NORTH 49°58'30" EAST, A DISTANCE OF 51.20 FEET; THENCE NORTH 37°03'10" EAST, A DISTANCE OF 42.51 FEET; THENCE NORTH 23°05'00" EAST, A DISTANCE OF 29.24 FEET; THENCE NORTH 52°42'33" EAST, A DISTANCE OF 89.81 FEET; THENCE NORTH 39°49'53" EAST, A DISTANCE OF 37.88 FEET; THENCE NORTH 40°59'30" EAST, A DISTANCE OF 54.14 FEET; THENCE NORTH 25°43'49" EAST, A DISTANCE OF 36.24 FEET; THENCE NORTH 01°24'14" EAST, A DISTANCE OF 51.32 FEET; THENCE NORTH 33°39'36" EAST, A DISTANCE OF 62.76 FEET; THENCE SOUTH 89°15'21" WEST, A DISTANCE OF 58.49 FEET; THENCE NORTH 49°35'49" EAST, A DISTANCE OF 73.15 FEET; THENCE NORTH 00°49'34" WEST, A DISTANCE OF 61.21 FEET; THENCE NORTH 33°54'26" EAST, A DISTANCE OF 51.85 FEET; THENCE NORTH 08°05'20" EAST, A DISTANCE OF 56.90 FEET; THENCE NORTH 16°05'44" EAST, A DISTANCE OF 17.23 FEET; THENCE NORTH 18°30'02" EAST, A DISTANCE OF 67.33 FEET; THENCE NORTH 50°36'17" EAST, A DISTANCE OF 42.65 FEET; THENCE NORTH 20°28'46" EAST, A DISTANCE OF 50.48 FEET; THENCE NORTH 31°40'46" EAST, A DISTANCE OF 50.71 FEET; THENCE NORTH 23°20'10" EAST, A DISTANCE OF 108.38 FEET; THENCE NORTH 00°17'13" EAST, A DISTANCE OF 42.81 FEET; THENCE NORTH 41°10'10" WEST, A DISTANCE OF 48.28 FEET; THENCE NORTH 49°27'01" WEST, A DISTANCE OF 56.19 FEET; THENCE NORTH 27°08'28" EAST, A DISTANCE OF 33.22 FEET; THENCE NORTH 75°55'47" EAST, A DISTANCE OF 55.30 FEET; THENCE NORTH 22°52'19" EAST, A DISTANCE OF 44.70 FEET; THENCE NORTH 71°25'48" WEST, A DISTANCE OF 46.22 FEET; THENCE NORTH 12°53'54" WEST, A DISTANCE OF 67.27 FEET; THENCE SOUTH 62°30'14" EAST, A DISTANCE OF 50.17 FEET; THENCE NORTH 23°43'48" EAST, A DISTANCE OF 54.28 FEET; THENCE NORTH 48°32'34" WEST, A DISTANCE OF 51.43 FEET; THENCE SOUTH

81°10'17" EAST, A DISTANCE OF 32.67 FEET; THENCE NORTH 00°07'47" EAST, A DISTANCE OF 53.89 FEET; THENCE NORTH 83°08'49" EAST, A DISTANCE OF 58.62 FEET; THENCE SOUTH 78°51'35" EAST, A DISTANCE OF 51.51 FEET; THENCE NORTH 50°41'43" EAST, A DISTANCE OF 46.88 FEET; THENCE NORTH 67°29'11" EAST, A DISTANCE OF 49.38 FEET; THENCE NORTH 15°16'53" WEST, A DISTANCE OF 66.99 FEET; THENCE NORTH 26°11'10" WEST, A DISTANCE OF 33.82 FEET; THENCE NORTH 06°38'03" WEST, A DISTANCE OF 56.00 FEET; THENCE NORTH 03°21'28" EAST, A DISTANCE OF 63.24 FEET; THENCE NORTH 41°14'49" WEST, A DISTANCE OF 62.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.53 ACRES MORE OR LESS (1,765,684 SQUARE FEET).

S:\SHARON\LEGAL\SCH\NWPAR12.WPD

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

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

**SUPPLEMENTARY DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SAINT JOHNS - NORTHWEST RESIDENTIAL  
(PARCEL 16)**

This Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential is made this \_\_\_\_ day of July, 1997, by **SJH PARTNERSHIP, LTD.**, a Florida limited partnership ("Developer"), having an address of 3370-I International Golf Parkway, St. Augustine, Florida 32092.

**RECITALS:**

A. The Developer has executed and recorded the Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential which is recorded in Official Records Book 1185, at page 740, which was amended by the First Amendment to Declaration of Covenants and restrictions for Saint Johns - Northwest Residential and which is recorded in Official Records Book 1198, page 872, both of the public records of St. Johns County, Florida (collectively, the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof;

B. The Developer is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), and desires to subject the Property to the terms, conditions and provisions contained in the Declaration, as provided and permitted by Section 3.2 of the Declaration.

**NOW THEREFORE**, the Developer hereby declares as follows:

1. Submission of the Property to Declaration. All of the Property and any portion thereof shall hereafter be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, easements, charges and liens, and all other matters set forth in the Declaration. All defined terms contained in this Supplementary Declaration shall have the same meanings as such terms are defined by the Declaration.

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

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential to be duly executed as of the date first above written.

Signed, sealed and delivered in the presence of:

SJH PARTNERSHIP, LTD., a Florida limited partnership

William Stubblefield  
(Name WILLIAM STUBBLEFIELD)

By: SJ MEMPHIS, LTD., a Florida limited partnership, its general partner

Russell L. Cherry  
(Name Russell L. Cherry)

By: ST. JOHNS HARBOUR, INC. a Florida corporation, its general partner

Louis Baioni  
President  
3370-1 International Golf Parkway  
St. Augustine, FL 32092

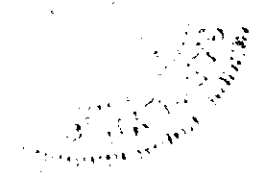
[CORPORATE SEAL]

Tennessee  
STATE OF ~~FLORIDA~~ )  
  )SS  
COUNTY OF Shelby )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 1997, by LOUIS BAIONI, the President of St. Johns Harbour, Inc., a Florida corporation, the general partner of SJ Memphis, Ltd., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.

Louis Baioni  
(Print Name Louis Baioni)  
NOTARY PUBLIC, State of Tennessee  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires Sept. 1, 1997  
Personally Known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced \_\_\_\_\_



## NORTHWEST PARCEL 16

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY LEAVING SAID RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°53'47" WEST AND A CHORD DISTANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°17'27" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 225.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°25'50" WEST AND A CHORD DISTANCE OF 263.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 108.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°00'19" EAST AND A CHORD DISTANCE OF 108.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°11'53" WEST AND A CHORD DISTANCE OF 78.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 77°01'22" WEST, A DISTANCE OF 28.26 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 186.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°11'21" WEST AND A CHORD DISTANCE OF 20.63 FEET TO A POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 200.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°36'50" WEST AND A CHORD DISTANCE OF 198.50 FEET TO A POINT

OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 930.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 76.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 60°13'01" WEST AND A CHORD DISTANCE OF 76.11 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 15°17'38" WEST, A DISTANCE OF 231.96 FEET TO A POINT ON A NORTHERLY LINE OF CONSERVATION EASEMENT NUMBER 29; THENCE ALONG SAID CONSERVATION EASEMENT NUMBER 29 RUN THE FOLLOWING 62 COURSES:

COURSE NO. 1) SOUTH 87°30'33" WEST, A DISTANCE OF 14.65 FEET; COURSE NO. 2) SOUTH 28°11'00" WEST, A DISTANCE OF 35.63 FEET; COURSE NO. 3) SOUTH 44°11'34" WEST, A DISTANCE OF 36.28 FEET; COURSE NO. 4) SOUTH 26°24'30" WEST, A DISTANCE OF 25.73 FEET; COURSE NO. 5) SOUTH 62°47'42" WEST, A DISTANCE OF 23.67 FEET; COURSE NO. 6) SOUTH 08°01'36" EAST, A DISTANCE OF 27.57 FEET; COURSE NO. 7) SOUTH 54°20'45" WEST, A DISTANCE OF 25.41 FEET; COURSE NO. 8) NORTH 41°03'17" WEST, A DISTANCE OF 29.29 FEET; COURSE NO. 9) NORTH 05°41'44" WEST, A DISTANCE OF 22.03 FEET; COURSE NO. 10) NORTH 24°28'57" WEST, A DISTANCE OF 35.97 FEET; COURSE NO. 11) NORTH 71°08'00" WEST, A DISTANCE OF 25.78 FEET; COURSE NO. 12) NORTH 78°10'27" WEST, A DISTANCE OF 31.50 FEET; COURSE NO. 13) NORTH 68°00'46" WEST, A DISTANCE OF 15.67 FEET; COURSE NO. 14) SOUTH 86°00'02" WEST, A DISTANCE OF 22.34 FEET; COURSE NO. 15) NORTH 79°00'10" WEST, A DISTANCE OF 29.72 FEET; COURSE NO. 16) SOUTH 35°49'12" WEST, A DISTANCE OF 39.81 FEET; COURSE NO. 17) SOUTH 55°09'44" WEST, A DISTANCE OF 16.53 FEET; COURSE NO. 18) NORTH 50°28'04" WEST, A DISTANCE OF 17.96 FEET; COURSE NO. 19) SOUTH 84°34'19" WEST, A DISTANCE OF 29.80 FEET; COURSE NO. 20) NORTH 87°35'25" WEST, A DISTANCE OF 36.39 FEET; COURSE NO. 21) NORTH 43°37'54" WEST, A DISTANCE OF 27.06 FEET; COURSE NO. 22) SOUTH 82°08'50" WEST, A DISTANCE OF 22.66 FEET; COURSE NO. 23) NORTH 80°25'07" WEST, A DISTANCE OF 20.64 FEET; COURSE NO. 24) NORTH 59°24'31" WEST, A DISTANCE OF 45.27 FEET; COURSE NO. 25) NORTH 41°06'52" WEST, A DISTANCE OF 30.13 FEET; COURSE NO. 26) SOUTH 63°31'46" WEST, A DISTANCE OF 30.85 FEET; COURSE NO. 27) SOUTH 10°24'23" WEST, A DISTANCE OF 29.22 FEET; COURSE NO. 28) SOUTH 07°16'07" WEST, A DISTANCE OF 19.05 FEET; COURSE NO. 29) SOUTH 35°42'04" EAST, A DISTANCE OF 36.43 FEET; COURSE NO. 30) SOUTH 11°14'16" WEST, A DISTANCE OF 19.93 FEET; COURSE NO. 31) SOUTH 79°47'16" WEST, A DISTANCE OF 156.49 FEET; COURSE NO. 32) NORTH 04°06'41" EAST, A DISTANCE OF 21.49 FEET; COURSE NO. 33) NORTH 34°54'12" WEST, A DISTANCE OF 18.46 FEET; COURSE NO. 34) NORTH 58°49'04" WEST, A DISTANCE OF 22.05 FEET; COURSE NO. 35) NORTH 53°57'48" WEST, A DISTANCE OF 21.78 FEET; COURSE NO. 36) NORTH 05°07'30" WEST, A DISTANCE OF 26.77 FEET; COURSE NO. 37) NORTH 13°56'03" EAST, A DISTANCE OF 22.09 FEET; COURSE NO. 38) NORTH 33°11'49" WEST, A DISTANCE OF 27.99 FEET; COURSE NO. 39) NORTH 02°75'28" EAST, A DISTANCE OF 17.06 FEET; COURSE NO. 40) NORTH 59°17'13" WEST, A DISTANCE OF 25.03 FEET; COURSE NO. 41) NORTH 15°43'42" EAST, A DISTANCE OF 16.27 FEET; COURSE NO. 42) NORTH 69°03'45" WEST, A DISTANCE OF 25.45 FEET; COURSE NO. 43) SOUTH 78°40'29" WEST, A DISTANCE OF 31.22 FEET; COURSE NO. 44) SOUTH 79°39'55" WEST, A DISTANCE OF 31.27 FEET; COURSE NO. 45) SOUTH 38°00'11" WEST, A DISTANCE OF 25.57 FEET; COURSE NO. 46) SOUTH 39°39'01" EAST, A DISTANCE OF 28.27 FEET; COURSE NO. 47) SOUTH 46°11'10" EAST, A DISTANCE OF 20.42 FEET; COURSE NO. 48) SOUTH



02°04'55" EAST, A DISTANCE OF 27.06 FEET; COURSE NO. 49) SOUTH  
 78°37'57" WEST, A DISTANCE OF 18.10 FEET; COURSE NO. 50) SOUTH  
 60°59'23" WEST, A DISTANCE OF 20.64 FEET; COURSE NO. 51) SOUTH  
 64°40'10" WEST, A DISTANCE OF 21.83 FEET; COURSE NO. 52) NORTH  
 81°47'46" WEST, A DISTANCE OF 21.69 FEET; COURSE NO. 53) NORTH  
 49°21'25" WEST, A DISTANCE OF 19.48 FEET; COURSE NO. 54) SOUTH  
 40°42'07" WEST, A DISTANCE OF 24.32 FEET; COURSE NO. 55) SOUTH  
 80°33'28" WEST, A DISTANCE OF 14.03 FEET; COURSE NO. 56) NORTH  
 73°58'55" WEST, A DISTANCE OF 20.65 FEET; COURSE NO. 57) NORTH  
 30°45'55" WEST, A DISTANCE OF 15.76 FEET; COURSE NO. 58) NORTH  
 73°28'26" WEST, A DISTANCE OF 18.59 FEET; COURSE NO. 59) NORTH  
 60°29'50" WEST, A DISTANCE OF 17.17 FEET; COURSE NO. 60) NORTH  
 65°28'09" WEST, A DISTANCE OF 1002.99 FEET; COURSE NO. 61) NORTH  
 35°46'55" EAST, A DISTANCE OF 508.83 FEET; COURSE NO. 62) NORTH  
 21°00'29" EAST, A DISTANCE OF 505.46 FEET; THENCE NORTH 66°05'35"  
 WEST LEAVING SAID CONSERVATION EASEMENT NUMBER 29, A DISTANCE OF  
 61.78 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE  
 WESTERLY, HAVING A RADIUS OF 214.04 FEET; THENCE NORTHERLY ALONG  
 THE ARC OF SAID CURVE, AN ARC DISTANCE OF 302.54 FEET, SAID ARC  
 BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°56'38" WEST AND A  
 CHORD DISTANCE OF 277.98 FEET TO THE POINT OF REVERSE CURVE OF A  
 CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 102.14  
 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE  
 OF 202.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF  
 NORTH 08°21'19" EAST AND A CHORD DISTANCE OF 170.93 FEET TO THE  
 POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65°08'54" EAST, A  
 DISTANCE OF 16.36 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE  
 BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE  
 NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF  
 109.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  
 33°48'37" EAST AND A CHORD DISTANCE OF 104.02 FEET TO THE POINT OF  
 REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY  
 HAVING A RADIUS OF 275.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC  
 OF SAID CURVE, AN ARC DISTANCE OF 143.47 FEET, SAID ARC BEING  
 SUBTENDED BY A CHORD BEARING OF NORTH 17°25'07" EAST AND A CHORD  
 DISTANCE OF 141.85 FEET TO THE POINT OF REVERSE CURVE OF A CURVE,  
 SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 100.00 FEET;  
 THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF  
 59.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  
 15°16'02" EAST AND A CHORD DISTANCE OF 58.80 FEET TO THE POINT OF  
 REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY  
 HAVING A RADIUS OF 91.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC  
 OF SAID CURVE, AN ARC DISTANCE OF 167.17 FEET, SAID ARC BEING  
 SUBTENDED BY A CHORD BEARING OF NORTH 50°30'27" EAST AND A CHORD  
 DISTANCE OF 144.87 FEET TO THE POINT OF REVERSE CURVE OF A CURVE,  
 SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 450.00 FEET,  
 THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF  
 182.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  
 88°47'59" EAST AND A CHORD DISTANCE OF 181.67 FEET TO THE POINT OF  
 TANGENCY OF SAID CURVE; THENCE NORTH 79°33'17" EAST, A DISTANCE OF  
 96.96 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING  
 CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE  
 SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF  
 134.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  
 62°02'52" EAST AND A CHORD DISTANCE OF 124.22 FEET TO THE POINT OF

TANGENCY OF SAID CURVE; THENCE SOUTH 23°39'01" EAST, A DISTANCE OF 72.57 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 103.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°45'47" EAST AND A CHORD DISTANCE OF 103.02 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 187.42 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 307.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 43°03'43" WEST AND A CHORD DISTANCE OF 273.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE WEST, A DISTANCE OF 53.38 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 94.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°00'00" WEST AND A CHORD DISTANCE OF 84.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 21.05 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 86.38 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 192.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°48'43" EAST AND A CHORD DISTANCE OF 155.03 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 134.05 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 234.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°26'44" EAST AND A CHORD DISTANCE OF 205.91 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 485.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 97.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 33°00'45" EAST AND A CHORD DISTANCE OF 97.11 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 350.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 293.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°44'02" EAST AND A CHORD DISTANCE OF 284.99 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 399.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 01°59'45" WEST AND A CHORD DISTANCE OF 101.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°17'54" EAST, A DISTANCE OF 127.23 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 231.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°47'55" WEST AND A CHORD DISTANCE OF 202.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 329.72 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 137.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°11'05" WEST AND A CHORD DISTANCE OF 136.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 59°15'54" WEST, A DISTANCE OF 2.88 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 196.46 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 111.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 75°27'58" WEST AND A CHORD

DISTANCE OF 109.63 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 220.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 219.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°46'17" WEST AND A CHORD DISTANCE OF 210.37 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 367.92 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 173.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°42'15" WEST AND A CHORD DISTANCE OF 171.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 92.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 272.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°08'49" EAST AND A CHORD DISTANCE OF 184.10 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1334.18 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 231.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°32'14" EAST AND A CHORD DISTANCE OF 231.19 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 705.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°18'07" EAST AND A CHORD DISTANCE OF 644.00 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 343.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°28'41" EAST AND A CHORD DISTANCE OF 316.74 FEET TO A POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 125.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°55'33" EAST AND A CHORD DISTANCE OF 120.67 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 70.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 46°10'08" EAST AND A CHORD DISTANCE OF 136.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 30°33'01" WEST, A DISTANCE OF 45.06 FEET; THENCE SOUTH 86°25'04" EAST, A DISTANCE OF 154.11 FEET; THENCE NORTH 81°33'31" EAST, A DISTANCE OF 150.76 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 8.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°12'50" WEST AND A CHORD DISTANCE OF 8.94 FEET TO A POINT ON SAID CURVE, SAID POINT ALSO BEING ON A CURVE, SAID CURVE BEING IN THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 206.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°52'51" EAST AND A CHORD DISTANCE OF 206.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 44.34 ACRES MORE OR LESS.

*J. C. W. ...*

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

M. LYNN PAPPAS, ESQ.  
PAPPAS METCALF & JENKS, P.A.  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202-4327

**SUPPLEMENTARY DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SAINT JOHNS - NORTHWEST RESIDENTIAL**

This Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential is made this 31st day of March, 1997, by SJE PARTNERSHIP, LTD., a Florida limited partnership ("Developer"), having an address of 3370-I International Golf Parkway, St. Augustine, Florida 32092.

**RECITALS:**

A. The Developer has executed and recorded the Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential which is recorded in Official Records Book 1185, at page 740, which was amended by First Amendment to Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential and which is recorded in Official Records Book 1198, page 872, both of the public records of St. Johns County, Florida (collectively the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof;

B. The Developer is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), and desires to subject the Property to the terms, conditions and provisions contained in the Declaration, as provided and permitted by Section 3.2 of the Declaration.

NOW THEREFORE, the Developer hereby declares as follows:

1. Submission of the Property to Declaration. All of the Property and any portion thereof shall hereafter be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, easements, charges and liens, and all other matters set forth in the Declaration. All defined terms contained in this Supplementary Declaration shall have the same meanings as such terms are defined by the Declaration.

11824.2  
3/27/97  
Parcel 14

Recorded in Public Records St. Johns County, FL 04/01/1997  
Clerk# 97010626 O.R. 1230 PG 1358 08:35AM  
Recording \$21.00 Surcharge \$3.00

5

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

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential to be duly executed as of the date first above written.

Signed, sealed and delivered  
in the presence of

M. Lynn Lopez  
(Name M. LYNN LOPEZ)

Signature M. Burt  
(Name Suzanne M. Burt)

SJH PARTNERSHIP, LTD.,  
a Florida limited partnership

By: SJ MEMPHIS, LTD., a Florida  
limited partnership, its  
general partner

By: ST. JOHNS HARBOUR, INC.  
a Florida corporation,  
its general partner

By: James E. Davidson, Jr.  
Vice President  
Development Administration  
3370-I International Golf  
Parkway  
St. Augustine, FL 32092

[CORPORATE SEAL]

STATE OF FLORIDA )  
 ) SS  
COUNTY OF DADE )

C.R. 1230 PG 1360

The foregoing instrument was acknowledged before me this 31 day of March, 1997, by JAMES E. DAVIDSON, JR., the Vice President - Development Administration of St. Johns Harbour, Inc., a Florida corporation, the general partner of SJ Memphis, Ltd., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.



Suzanne M. Barth  
MY COMMISSION # CC563449 EXPIRES  
June 12, 1999  
BONDED THRU TROY FAIN INSURANCE, INC.

Suzanne M. Barth  
(Print Name)

NOTARY PUBLIC, State of  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires:

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

Type of Identification Produced  
\_\_\_\_\_

## NORTHWEST PARCEL 14

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY LEAVING SAID RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°53'47" WEST AND A CHORD DISTANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°17'27" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 225.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°25'50" WEST AND A CHORD DISTANCE OF 263.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°27'23" WEST AND A CHORD DISTANCE OF 312.22 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 8.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°12'47" EAST AND A CHORD DISTANCE OF 8.94 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 81°33'31" WEST, A DISTANCE OF 150.76 FEET; THENCE NORTH 86°25'04" WEST, A DISTANCE OF 154.11 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 55.78 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°15'08" WEST AND A CHORD DISTANCE OF 57.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80°16'39" WEST, A DISTANCE OF 155.66 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 400.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 543.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°21'13" WEST AND A CHORD DISTANCE OF 502.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 02°25'47" WEST, A DISTANCE OF 267.61 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 400.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 54°59'26" EAST AND A CHORD DISTANCE OF 337.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 67°35'21" EAST, A DISTANCE OF 105.53 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 289.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 84°44'05" EAST AND A CHORD DISTANCE OF 278.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°03'30" EAST, A DISTANCE OF 60.62 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 80.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 82.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 27°39'37" EAST AND A CHORD DISTANCE OF 78.54 FEET TO A POINT ON SAID CURVE; THENCE NORTH 87°31'21" EAST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, A DISTANCE OF 48.81 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 252.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°52'06" WEST AND A CHORD DISTANCE OF 251.43 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 623.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°07'27" EAST AND A CHORD DISTANCE OF 603.12 FEET TO A POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°24'09" EAST AND A CHORD DISTANCE OF 123.48 FEET TO THE POINT OF BEGINNING.



In Commonwealth

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

Ret  
→ SHARON R. PARKS, ESQ.  
PAPPAS METCALF & JENKS, P.A.  
200 WEST FORSTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202-4327

Rec - 37.00  
Sur - 5.00

**SUPPLEMENTARY DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SAINT JOHNS - NORTHWEST RESIDENTIAL**

This Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential is made this 12<sup>th</sup> day of September 1996, by **SJH PARTNERSHIP, LTD.**, a Florida limited partnership ("Developer"), having an address of 2395 International Golf Parkway, St. Augustine, Florida 32095.

**RECITALS:**

A. The Developer has executed and recorded the Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential which is recorded in Official Records Book 1185, at page 740 of the current public records of St. Johns County, Florida (the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof;

B. The Developer is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), and desires to subject the Property to the terms, conditions and provisions contained in the Declaration, and to designate additional Common Area and Roadways, all as provided and permitted by Sections 3.2, 4.3 and 9.1 of the Declaration.

**NOW THEREFORE,** the Developer hereby declares as follows:

1. Submission of the Property to Declaration. All of the Property and any portion thereof shall hereafter be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, easements, charges and liens, and all other matters set forth in the Declaration. All defined terms contained in this Supplementary Declaration shall have the same meanings as such terms are defined by the Declaration.

(9)

2. Designation of Additional Common Areas The Developer hereby designates that portion of the Property described on Exhibit B attached hereto and made a part hereof, as additional Common Area.

3. Designation of Additional Roadways. The Developer hereby designates that portion of the Property described on Exhibit C attached hereto and made a part hereof as an additional portion of the Roadways.

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

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential to be duly executed as of the date first above written.

Signed, sealed and delivered in the presence of:

SJH PARTNERSHIP, LTD., a Florida limited partnership

[Signature]  
(Name COLON CARR)

By: SJ MEMPHIS, LTD., a Florida limited partnership, its general partner

[Signature]  
(Name WILLIAM STUBBLEFIELD)

By: ST. JOHNS HARBOUR, INC. a Florida corporation, its general partner

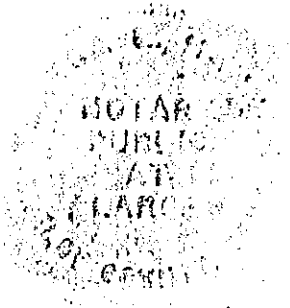
By: [Signature]

Louis Baioni  
Its President  
3797 New Getwell Road  
Memphis, TN 38118

[CORPORATE SEAL]

STATE OF Tennessee )  
) SS  
COUNTY OF Shelby )

The foregoing instrument was acknowledged before me this 12th day of September, 1996, by Louis Baioni, the President of St. Johns Harbour, Inc., a Florida corporation, the general partner of SJ Memphis, Ltd., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.



Teresa L. Hannah  
(Print Name Teresa L. Hannah)  
NOTARY PUBLIC, State of Tennessee  
Florida at Large  
Commission # N/A  
My Commission Expires:  
My Commission Expires Oct. 26, 1999  
Personally Known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced  
\_\_\_\_\_

## NORTHWEST PARCEL 11A

PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 1295.90 FEET; THENCE SOUTH 75°04'08" EAST LEAVING SAID WESTERLY LINE OF SECTION 44, A DISTANCE OF 1910.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 32°40'18" WEST, A DISTANCE OF 394.90 FEET; THENCE NORTH 03°28'56" EAST ALONG A LINE TO ITS INTERSECTION WITH CONSERVATION EASEMENT NO. 29, A DISTANCE OF 315.67 FEET; THENCE SOUTH 68°38'38" EAST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 65.34 FEET; THENCE NORTH 57°00'25" EAST CONTINUING ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 56.53 FEET; THENCE NORTH 36°47'19" EAST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 33.66 FEET; THENCE NORTH 56°23'17" WEST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 38.85 FEET; THENCE NORTH 41°26'16" EAST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 50.16 FEET; THENCE NORTH 77°43'45" EAST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 51.00 FEET; THENCE SOUTH 65°06'09" EAST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 21.10 FEET; THENCE NORTH 73°35'01" EAST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 24.11 FEET; THENCE SOUTH 67°48'15" EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 61.16 FEET; THENCE SOUTH 02°10'02" WEST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 31.16 FEET; THENCE SOUTH 46°29'48" EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 47.46 FEET; THENCE SOUTH 68°03'16" EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 69.09 FEET; THENCE NORTH 71°08'08" EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 54.32 FEET; THENCE NORTH 82°51'41" EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 63.97 FEET; THENCE SOUTH 81°18'54" EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 44.30 FEET; THENCE NORTH 12°19'30" EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 52.59" FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID EASEMENT LINE, AN ARC DISTANCE OF 392.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°11'47" EAST AND A CHORD DISTANCE OF 259.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°16'55" WEST ALONG A WESTERLY LINE OF SAID CONSERVATION EASEMENT, A DISTANCE OF 325.44 FEET; THENCE SOUTH 24°54'33" WEST CONTINUING ALONG SAID EASEMENT LINE AND ITS SOUTHERLY PROJECTION THEREOF TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF PARCEL 11A ACCESS EASEMENT, A DISTANCE OF 345.54 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 440.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 431.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°25'35" WEST AND A CHORD DISTANCE OF 414.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 59°21'36" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.01 ACRES MORE OR LESS.

## NORTHWEST PARCEL 11A ACCESS EASEMENT

PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 1295.90 FEET; THENCE SOUTH 75°04'08" EAST LEAVING SAID WESTERLY LINE OF SECTION 44, A DISTANCE OF 1910.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 59°21'36" EAST, A DISTANCE OF 21.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 440.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 457.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°07'10" EAST AND A CHORD DISTANCE OF 436.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°07'25" EAST, A DISTANCE OF 38.20 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 71.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°11'23" EAST AND A CHORD DISTANCE OF 65.19 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AN ARC DISTANCE OF 165.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°52'34" WEST AND A CHORD DISTANCE OF 165.00 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE AND THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, AN ARC DISTANCE OF 71.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°26'14" WEST AND A CHORD DISTANCE OF 65.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 61°07'25" WEST, A DISTANCE OF 35.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 360.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 373.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°07'10" WEST AND A CHORD DISTANCE OF 357.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 59°21'36" WEST, A DISTANCE OF 18.80 FEET; THENCE NORTH 32°40'18" WEST, A DISTANCE OF 80.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.97 ACRES MORE OR LESS.

EXHIBIT B

O.R. 1198 PG 0895

[Common Area]

## NORTHWEST PARCEL 11A ACCESS EASEMENT

PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 1295.90 FEET; THENCE SOUTH 75°04'08" EAST LEAVING SAID WESTERLY LINE OF SECTION 44, A DISTANCE OF 1910.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 59°21'36" EAST, A DISTANCE OF 21.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 440.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 457.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°07'10" EAST AND A CHORD DISTANCE OF 436.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°07'25" EAST, A DISTANCE OF 38.20 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 71.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°11'23" EAST AND A CHORD DISTANCE OF 65.19 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AN ARC DISTANCE OF 165.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°52'34" WEST AND A CHORD DISTANCE OF 165.00 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE AND THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, AN ARC DISTANCE OF 71.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°26'14" WEST AND A CHORD DISTANCE OF 65.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 61°07'25" WEST, A DISTANCE OF 35.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 360.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 373.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°07'10" WEST AND A CHORD DISTANCE OF 357.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 59°21'36" WEST, A DISTANCE OF 18.80 FEET; THENCE NORTH 32°40'18" WEST, A DISTANCE OF 80.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.97 ACRES MORE OR LESS.

EXHIBIT C

O.R. 1198 PG 0897

[Additional Roadways]



## NORTHWEST PARCEL 11A ACCESS EASEMENT

PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 1295.90 FEET; THENCE SOUTH 75°04'08" EAST LEAVING SAID WESTERLY LINE OF SECTION 44, A DISTANCE OF 1910.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 59°21'36" EAST, A DISTANCE OF 21.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 440.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 457.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°07'10" EAST AND A CHORD DISTANCE OF 436.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°07'25" EAST, A DISTANCE OF 38.20 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 71.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°11'23" EAST AND A CHORD DISTANCE OF 65.19 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AN ARC DISTANCE OF 165.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°52'34" WEST AND A CHORD DISTANCE OF 165.00 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE AND THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, AN ARC DISTANCE OF 71.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°26'14" WEST AND A CHORD DISTANCE OF 65.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 61°07'25" WEST, A DISTANCE OF 35.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 360.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 373.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°07'10" WEST AND A CHORD DISTANCE OF 357.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 59°21'36" WEST, A DISTANCE OF 18.80 FEET; THENCE NORTH 32°40'18" WEST, A DISTANCE OF 80.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.97 ACRES MORE OR LESS.

2  
Recorded in Public Records St. Johns County, FL  
Clerk# 96034179 O.R. 1198 PG 872 09:00AM 09/30/1996  
Recording \$73.00 Surcharge \$9.50

*J. Commonwealth*

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

*let*  
THOMAS W. JENKS, ESQ.  
PACPAS METCALF & JENKS, P.A.  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202-4327

①8 lec 7300  
Sur 950

FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SAINT JOHNS - NORTHWEST RESIDENTIAL

This First Amendment to Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential is made effective September 17, 1996, by SAINT JOHNS NORTHWEST RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., a Florida nonprofit corporation (the "Association") and SJH PARTNERSHIP, LTD., a Florida limited partnership (the "Developer").

R E C I T A L S :

A. The Developer has executed and recorded the Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential which are recorded in Official Records Book 1185 at page 740 of the current public records of St. Johns County, Florida (the "Declaration").

B. Pursuant to Section 10.7 of the Declaration, the Declaration may be amended by the affirmative vote of Subassociations and Owners holding sixty percent (60%) of the total votes of the Association. The Developer presently holds one hundred percent (100%) of the total votes of the Association. (B)

C. The Association and the Developer desire to amend the Declaration as more particularly stated hereafter.

D. The Developer owns all of the land described on Exhibits A and B attached hereto and made a part hereof.

NOW THEREFORE, the Developer and the Association hereby amend the Declaration as follows:

1. All defined terms contained in this First Amendment shall have the same meanings as such terms are defined by the Declaration.

2. Pages 6 through 10, 19 through 21 of Exhibit A to the Declaration are hereby amended by substituting therefor, pages 1 through 8 of Exhibit A attached to this First Amendment.

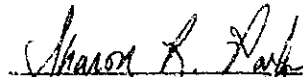
3. Pages 1, 2 and 3 of Exhibit D to the Declaration are hereby amended by substituting therefor, pages 1, 2 and 3 of Exhibit B attached to this First Amendment.

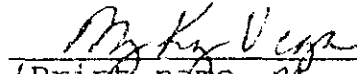
4. Pages 1, 2 and 3 of Exhibit E to the Declaration are hereby amended by substituting therefor, pages 1, 2 and 3 of Exhibit C attached to this First Amendment.

5. Except as specifically modified hereby, the Declaration shall remain in full force and effect.

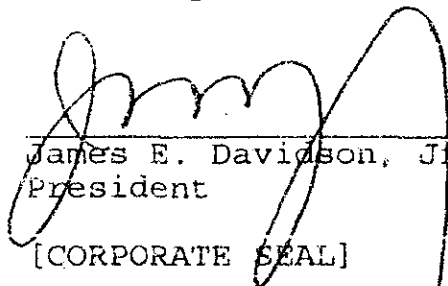
IN WITNESS WHEREOF, the Developer and the Association have caused this First Amendment to be executed effective as of the date and year first above written.

Signed, sealed and delivered in the presence of:

  
(Print name SHARON R. PARKS)

  
(Print name Mary Kay Vega)

SAINT JOHNS NORTHWEST  
RESIDENTIAL PROPERTY OWNERS  
ASSOCIATION, INC., a Florida  
nonprofit corporation

By:   
James E. Davidson, Jr.,  
President  
[CORPORATE SEAL]

SJH PARTNERSHIP, LTD.  
a Florida limited partnership

By: SJ MEMPHIS, LTD., a Florida  
limited partnership, its  
general partner

By: ST. JOHNS HARBOUR, INC.,  
a Florida corporation, its  
general partner

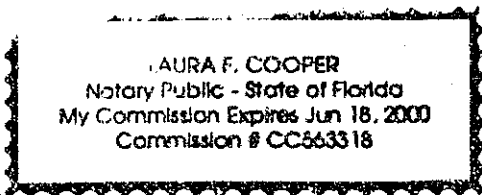
By: [Signature]  
Louis Baioni  
Its: President  
3797 New Getwell Road  
Memphis, TN 38118  
[CORPORATE SEAL]

[Signature]  
(Print Name) WILLIAM STUBBLEFIELD

[Signature]  
(Print Name) CAROLYN CARL

Florida  
STATE OF ~~TENNESSEE~~ } SS  
COUNTY OF ST. Johns

The foregoing instrument was acknowledged before me this 17<sup>th</sup>  
day of September, 1996, by James E. Davidson, Jr., as President of  
SAINT JOHNS NORTHWEST RESIDENTIAL PROPERTY OWNERS ASSOCIATION,  
INC., a Florida nonprofit corporation on behalf of the corporation.



[Signature]  
(Print Name) LAURA F. COOPER  
NOTARY PUBLIC  
State of Florida at Large  
Commission # CC563318  
My Commission Expires: 6-18-2000

✓ Personally Known yes  
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced  
\_\_\_\_\_

STATE OF Tennessee )  
 ) SS  
COUNTY OF Shelby )

O.R. 1198 PG 0875

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 1996, by Louis Baioni, the President of St. Johns Harbour, Inc., a Florida corporation, the general partner of SJ Memphis, Ltd., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.



Teresa L. Hannah  
(Print Name Teresa L. Hannah)  
NOTARY PUBLIC, State of Tennessee  
Florida at Large  
Commission # N/A

My Commission Expires My Commission Expires Oct. 26, 1999  
Personally Known   
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

## NORTHWEST PARCELS 12 AND 13

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF CURVE OF CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY LEAVING SAID RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°53'47" WEST AND A CHORD DISTANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°17'27" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 225.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°25'50" WEST AND A CHORD DISTANCE OF 263.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 438.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°30'59" WEST AND A CHORD DISTANCE OF 431.37 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 268.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°26'59" WEST AND A CHORD DISTANCE OF 266.05 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 252.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°52'06" EAST AND A CHORD DISTANCE OF 251.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°31'21" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 48.81 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A

RADIUS OF 80.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°38'00" WEST AND A CHORD DISTANCE OF 106.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°31'44" WEST, A DISTANCE OF 69.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 400.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 126.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°23'48" WEST AND A CHORD DISTANCE OF 126.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 76°19'21" WEST, A DISTANCE OF 111.98 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 103.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°09'49" WEST AND A CHORD DISTANCE OF 98.53 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 135.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°32'38" WEST AND A CHORD DISTANCE OF 133.89 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 350.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 36°48'48" WEST AND A CHORD DISTANCE OF 387.63 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 276.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°35'42" WEST AND A CHORD DISTANCE OF 266.84 FEET TO THE POINT REVERSE OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 308.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°33'37" EAST AND A CHORD DISTANCE OF 304.05 FEET TO THE POINT REVERSE OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 107.80 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 398.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°26'45" EAST AND A CHORD DISTANCE OF 357.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°13'48" WEST, A DISTANCE OF 246.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°32'43" EAST AND A CHORD DISTANCE OF 199.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 83°19'13" EAST, A DISTANCE OF 160.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 233.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°47'45" EAST AND A CHORD DISTANCE OF 210.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 84°16'16" EAST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY

RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 376.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 15°59'41" EAST AND A CHORD DISTANCE OF 374.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°15'38" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°25'17" EAST AND A CHORD DISTANCE OF 808.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°25'04" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°23'19" WEST AND A CHORD DISTANCE OF 311.17 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°33'32" EAST AND A CHORD DISTANCE OF 75.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 27.99 ACRES MORE OR LESS.



PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 44 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH  $14^{\circ}55'52''$  WEST ALONG THE WESTERLY LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF; A DISTANCE OF 7123.49 FEET; THENCE SOUTH  $53^{\circ}13'38''$  EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH  $50^{\circ}29'50''$  EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH  $44^{\circ}29'54''$  EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1106.96 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $89^{\circ}29'55''$  WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $45^{\circ}30'05''$  WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $31^{\circ}53'47''$  WEST AND A CHORD DISTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $18^{\circ}17'27''$  WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 211.97 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 221.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $04^{\circ}10'37''$  WEST AND A CHORD DISTANCE OF 219.47 FEET TO THE POINT OF REVERSE CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 606.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $06^{\circ}35'56''$  WEST AND A CHORD DISTANCE OF 597.70 FEET TO THE POINT OF REVERSE CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 469.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $03^{\circ}55'14''$  WEST AND A CHORD DISTANCE OF 460.75 FEET TO THE POINT OF REVERSE CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 334.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $03^{\circ}19'36''$  EAST AND A CHORD DISTANCE OF 331.76 FEET TO THE POINT OF REVERSE CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHERLY CONTINUING ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY

LINE, AN ARC DISTANCE OF 182.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 01°48'14" EAST AND A CHORD DISTANCE OF 181.28 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 63°43'50" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, A DISTANCE OF 23.17 FEET; THENCE SOUTH 28°17'09" WEST, A DISTANCE OF 49.84 FEET; THENCE SOUTH 61°42'51" EAST, A DISTANCE OF 92.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°25'10" EAST AND A CHORD DISTANCE OF 32.89 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 43°26'51" WEST, A DISTANCE OF 68.30 FEET; THENCE SOUTH 06°44'41" EAST, A DISTANCE OF 191.68 FEET; THENCE SOUTH 41°26'48" EAST, A DISTANCE OF 506.50 FEET; THENCE SOUTH 01°44'10" EAST, A DISTANCE OF 705.27 FEET; THENCE SOUTH 54°27'46" EAST, A DISTANCE OF 44.81 FEET; THENCE SOUTH 01°45'51" EAST, A DISTANCE OF 175.04 FEET; THENCE SOUTH 54°12'37" WEST, A DISTANCE OF 28.59 FEET; THENCE SOUTH 03°54'38" WEST, A DISTANCE OF 27.60 FEET; THENCE SOUTH 73°27'08" WEST, A DISTANCE OF 28.79 FEET; THENCE NORTH 86°03'54" WEST, A DISTANCE OF 24.87 FEET; THENCE SOUTH 85°51'31" WEST, A DISTANCE OF 94.95 FEET; THENCE SOUTH 47°44'56" WEST, A DISTANCE OF 48.37 FEET; THENCE SOUTH 36°12'57" WEST, A DISTANCE OF 49.17 FEET; THENCE SOUTH 84°59'56" WEST, A DISTANCE OF 29.43 FEET; THENCE SOUTH 08°47'59" WEST, A DISTANCE OF 26.54 FEET; THENCE NORTH 84°47'42" WEST, A DISTANCE OF 26.57 FEET; THENCE NORTH 68°15'46" WEST, A DISTANCE OF 27.25 FEET; THENCE SOUTH 84°02'17" WEST, A DISTANCE OF 33.26 FEET; THENCE NORTH 65°00'50" WEST, A DISTANCE OF 26.11 FEET; THENCE SOUTH 67°34'56" WEST, A DISTANCE OF 10.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.99 ACRES MORE OR LESS.

## ROYAL PINES PARKWAY

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°53'47" WEST AND A CHORD DISTANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°17'27" WEST, A DISTANCE OF 211.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°25'50" WEST AND A CHORD DISTANCE OF 263.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 438.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°30'59" WEST AND A CHORD DISTANCE OF 431.37 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 623.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°07'27" WEST AND A CHORD DISTANCE OF 608.12 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 328.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°47'13" EAST AND A CHORD DISTANCE OF 325.10 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°23'19" EAST AND A CHORD DISTANCE OF 311.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21°25'04" EAST, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°25'17" WEST AND A CHORD DISTANCE OF 808.34 FEET

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" WEST AND A CHORD DISTANCE OF 444.94 FEET TO A POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 609.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°55'35" EAST AND A CHORD DISTANCE OF 578.39 FEET TO A POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 185.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 230.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°59'45" EAST AND A CHORD DISTANCE OF 215.67 FEET TO A POINT OF CUSP OF A CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°10'25" EAST AND A CHORD DISTANCE OF 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 599.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 35°55'47" EAST AND A CHORD DISTANCE OF 570.49 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°45'08" WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'05" WEST AND A CHORD DISTANCE OF 95.25 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°08'23" WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°10'56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°01'42" EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°15'38" EAST, A DISTANCE OF 405.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING OF SOUTH 02°25'17" EAST AND A CHORD DISTANCE OF 525.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°25'04" WEST, A DISTANCE OF 201.54 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°23'19" WEST AND A CHORD DISTANCE OF 259.31 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 334.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°19'36" WEST AND A CHORD DISTANCE OF 331.76 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 469.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°55'14" EAST AND A CHORD DISTANCE OF 460.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 606.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°35'56" EAST AND A CHORD DISTANCE OF 597.70 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 221.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°10'37" EAST AND A CHORD DISTANCE OF 219.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°17'27" EAST, A DISTANCE OF 211.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°53'47" EAST AND A CHORD DISTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°30'05" EAST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°29'55" EAST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF CUSP AT THE AFORESAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE SOUTH 44°29'54" WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.14 ACRES MORE OR LESS

## ROYAL PINES PARKWAY

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°53'47" WEST AND A CHORD DISTANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°17'27" WEST, A DISTANCE OF 211.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°25'50" WEST AND A CHORD DISTANCE OF 263.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 438.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°30'59" WEST AND A CHORD DISTANCE OF 431.37 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 623.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°07'27" WEST AND A CHORD DISTANCE OF 608.12 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 328.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°47'13" EAST AND A CHORD DISTANCE OF 325.10 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°23'19" EAST AND A CHORD DISTANCE OF 311.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21°25'04" EAST, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°25'17" WEST AND A CHORD DISTANCE OF 808.34 FEET

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CONTAINING 12.14 ACRES MORE OR LESS.



## ROYAL PINES PARKWAY

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°53'47" WEST AND A CHORD DISTANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°17'27" WEST, A DISTANCE OF 211.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°25'50" WEST AND A CHORD DISTANCE OF 263.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 438.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°30'59" WEST AND A CHORD DISTANCE OF 431.37 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 623.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°07'27" WEST AND A CHORD DISTANCE OF 608.12 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 328.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°47'13" EAST AND A CHORD DISTANCE OF 325.10 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°23'19" EAST AND A CHORD DISTANCE OF 311.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21°25'04" EAST, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°25'17" WEST AND A CHORD DISTANCE OF 808.34 FEET

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" WEST AND A CHORD DISTANCE OF 444.94 FEET TO A POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 609.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°55'35" EAST AND A CHORD DISTANCE OF 578.39 FEET TO A POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 185.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 230.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°59'45" EAST AND A CHORD DISTANCE OF 215.67 FEET TO A POINT OF CUSP OF A CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°10'25" EAST AND A CHORD DISTANCE OF 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 599.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 35°55'47" EAST AND A CHORD DISTANCE OF 570.49 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°45'08" WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'05" WEST AND A CHORD DISTANCE OF 95.25 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°08'23" WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°10'56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°01'42" EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°15'38" EAST, A DISTANCE OF 405.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING OF SOUTH 02°25'17" EAST AND A CHORD DISTANCE OF 525.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°25'04" WEST, A DISTANCE OF 201.54 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°23'19" WEST AND A CHORD DISTANCE OF 259.31 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 334.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°19'36" WEST AND A CHORD DISTANCE OF 331.76 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 469.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°55'14" EAST AND A CHORD DISTANCE OF 460.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 606.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°35'56" EAST AND A CHORD DISTANCE OF 597.70 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 221.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°10'37" EAST AND A CHORD DISTANCE OF 219.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°17'27" EAST, A DISTANCE OF 211.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°53'47" EAST AND A CHORD DISTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°30'05" EAST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°29'55" EAST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF CUSP AT THE AFORESAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE SOUTH 44°29'54" WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.14 ACRES MORE OR LESS.

EXHIBIT C 3 of 3

Revised 05/29/96

Rec - 289.00  
Sur - 36.50

3

Recorded in Public Records St. Johns County, FL  
Clerk# 96025825 O.R. 1185 PG 740 02:25PM 07/24/96  
Recording \$289.00 Surcharge \$36.50

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**SAINT JOHNS - NORTHWEST RESIDENTIAL**

*Jenks* THIS DOCUMENT PREPARED BY:

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Pappas Metcalf & Jenks, P.A.  
200 West Forsyth Street  
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Jacksonville, FL 32202-4327

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**SAINT JOHNS - NORTHWEST RESIDENTIAL**

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**DECLARATION  
OF  
COVENANTS AND RESTRICTIONS FOR  
SAINT JOHNS - NORTHWEST RESIDENTIAL**

THIS DECLARATION is made this 24<sup>th</sup> day of July, 1997, by SJH PARTNERSHIP, LTD. (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other matters set forth in this Declaration, which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

**ARTICLE I  
MUTUALITY OF BENEFIT AND OBLIGATION**

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

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

**ARTICLE II  
DEFINITIONS**

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

Section 2.1 Association. The Saint Johns Northwest Residential Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the



Association make reference. Copies of the Articles and Bylaws are attached hereto and made a part hereof as Exhibits B and C, respectively.

Section 2.2 Building Site. Each separate parcel of land within the Property which is hereafter conveyed or designated by the Developer, consisting of an integral unit of land suitable for development by construction of improvements designed for commercial, residential, or recreational use. No Building Site shall include any portion of the Common Area owned in fee simple by the Association.

Section 2.3 Common Area. All real property (including easements, licenses and rights to use real property) and personal property within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use and enjoyment of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary Declaration, pursuant to the terms of Section 4.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit D attached hereto and made a part hereof, together with all improvements constructed therein by Developer but not owned or maintained by a public or private utility company.

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

Section 2.5 Landscape Plan. Any and all plans, drawings, specifications, photographs, or other records of all grass, trees, shrubs, plantings, landscape treatments, irrigation lines, pumps, and related equipment, and all entry or directional signage that are located within the Common Areas as of the date that the Developer no longer owns any portion of the Property.

Section 2.6 Owner. The record owner of any Building Site.

Section 2.7 Property. The real property described on Exhibit A attached hereto and made a part hereof and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.8 Residential Dwelling Unit. Any improved portion of the Property located within a Building Site and intended for use as a residential dwelling, including without limitation, any detached residential dwellings, condominium units, townhouse units, apartment units, duplexes or other attached residential dwellings. The term Residential Dwelling Unit shall not, however, mean or refer to (i) any hotel or motel room which is not declared to the condominium form of ownership, or otherwise subject to separate ownership; or (ii) any timeshare condominium unit.

Section 2.9 Subassociation. Any residential or commercial property owners or condominium association formed as a Florida non-profit corporation whose members are comprised of Owners, except that the Association, Saint Johns Northwest Master Association, Inc., a Florida nonprofit corporation, and Saint Johns Northwest Commercial Association, Inc., a Florida nonprofit corporation, shall not be considered Subassociations for purposes of this Declaration. Further, in the event any group of Owners shall be members of more than one residential or commercial property owners or condominium association which would otherwise qualify as a Subassociation, the Association's Board of Directors in its sole discretion shall designate only one such property owners association which shall be deemed a Subassociation for purposes of this Declaration.

**ARTICLE III**  
**PROPERTY SUBJECT TO THIS DECLARATION:**  
**ADDITIONS AND DELETIONS THEREFROM**

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

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

**Section 3.3 Withdrawal of Lands.** With the affirmative consent of the Subassociations and Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Further, no portion of the Property owned by the County shall be so withdrawn without the County's written consent. Upon the Developer's request, the affirmative consent of each and every Subassociation and Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

#### **ARTICLE IV COMMON AREA RIGHTS**

**Section 4.1 Conveyance of Common Area.** Developer agrees that the Common Area owned by Developer shall be conveyed or assigned to the Association within one hundred twenty (120) days after the Developer shall no longer own any Building Site located within the Property, or at such earlier date as the Developer may determine in its sole discretion, and the Association shall accept such conveyance or assignment.

**Section 4.2 Owners' Easement of Enjoyment.** Each Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area for its intended purposes, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

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

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of any Planned Unit Development Ordinance ("PUD") or Development of Regional Impact Development Order ("DRI");

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

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

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

**Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 4.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Building Site located within the Property, the Developer may, at any time, withdraw, or cause to be withdrawn, land, easements, use rights, and personal property from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Building Site, or materially and adversely affect access, visibility, or drainage to or from any Building Site, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Building Site which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St.

Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 hereof and this Section 4.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits.

(a) The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and the paving, street lighting fixtures and appurtenances, landscaping, improvements and other structures (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Areas, if any. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon the Common Area, or any portion thereof, and no refuse pile or unsightly object shall be allowed to be placed or remain anywhere thereon. All of the Common Area, and any improvements located thereon shall at all times be maintained in a neat and attractive condition in substantial conformance with the Landscape Plan. Landscaping located within the Common Area shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, irrigation systems and lake edge maintenance, all in a manner and with such frequency as is consistent with good property management. Further, all portions of the Common Area which now are, or may hereafter, be adjacent to, or include a portion of, a lake, canal or other body of water, shall be maintained so that all grass, planting, or other lateral support located in such areas prevents erosion of the embankment adjacent to such lakes, canals, or other water bodies. All maintenance obligations of the Association shall be performed as directed by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be

a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

(b) Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the unilateral right to modify the Landscape Plan for so long as the Developer shall own any portion of the Property. After the Developer shall no longer own any portion of the Property, the Landscape Plan may be materially modified only upon the approval of the Subassociations and Owners holding not less than seventy-five percent (75%) of the total votes of the Association as set forth in the Articles.

Section 4.5 Easement for Maintenance Services. The Developer hereby grants to the Association an easement in, on, over and upon those portions of the Property as may reasonably necessary for the purpose of maintaining the Common Area or other portions of the Property to be maintained by the Association in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration.

**ARTICLE V**  
**ARCHITECTURAL CONTROL**

Section 5.1 Assignment of Right of Architectural Review. At such time as the Developer shall specifically assign to the Association a right of architectural review with respect to any particular Building Site, the following Sections 5.2 through 5.6 shall become operative with respect to such Building Site.

Section 5.2 Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Building Site subject to architectural review by the Association pursuant to this Article V, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and

location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer with respect to any particular Building Site. It shall be the burden of each Owner to supply one (1) set of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

**Section 5.3 Architectural Review Board.** The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) or five (5) members who need not be members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

**Section 5.4 Powers and Duties of the ARB.** The ARB shall have the following powers and duties:

**5.4.1** To require submission to the ARB of one (1) complete set of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB pursuant to this Article V. The ARB may also require submission of samples of building materials, tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria established by the Developer.

**5.4.2** To approve or disapprove in accordance with the provisions of this Article V, any improvements or structures of any kind, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB may, but need not be evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the

Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

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

Section 5.5 Compensation of ARB. The Board may, at its option, pay reasonable compensation to any or all members of the ARB, provided however, for so long as a majority of the Board of Directors shall be appointed by the Developer, only those members of the ARB who are licensed architects, engineers, or other design professionals may be compensated.

Section 5.6 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the ARB or the Association contemplated under this Article V, neither the ARB nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the ARB or the Association.

## ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Building Site within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Building Site against which each such assessment is made, and shall also be the personal obligation of the Owner of such Building Site. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 6.2 Purpose of Assessments.



(a) The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area.

(b) At the option of the Board of Directors, annual assessments levied by the Association may also be used to fund contributions to a Transportation Demand Management Association ("TDMA"), or similar organization, formed pursuant to the requirements of the DRI, as such term is defined in Section 8.1 hereof.

(c) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party.

### Section 6.3 Calculation and Collection of Assessments.

(a) Annual assessments shall be established by the Board of Directors based upon an annual budget. Owners of Building Sites shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, Two Hundred Seventy-Five and 00/100 Dollars (\$275.00) per Assessment Equivalent. From and after December 31, 1995, such amount may be decreased, or increased by an amount not to exceed seven percent (7%) of the prior annual assessment amount per Assessment Equivalent, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent shall be subject to increase above the seven percent (7%) limitation set forth in this Section 6.3. The total amount of each special assessment shall be divided by the total Assessment Equivalents attributable to the Property as of the

date of authorization of such special assessment by the Board of Directors.

(b) The share of the total annual assessments and any special assessments imposed by the Board of Directors pursuant to this Declaration shall be allocated as follows:

(i) Owners of Building Sites upon which improvements other than Residential Dwelling Units are constructed shall pay annual and special assessments based upon one (1) Assessment Equivalent for each five thousand (5,000) square feet of heated and air conditioned space located within completed improvements constructed upon such Owners' Building Sites, rounded to the nearest five thousand (5,000) square feet. Building Sites with improvements located thereon or approved for construction which are comprised of less than five thousand (5,000) or less square feet of heated and air conditioned space shall be allocated one (1) Assessment Equivalent each.

(ii) Owners of Building Sites upon which Residential Dwelling Units are constructed shall pay annual and special assessments based upon one (1) Assessment Equivalent for each completed Residential Dwelling Unit located upon such Owners' Building Sites.

(c) For purposes of this Declaration, completion of improvements upon a Building Site shall be evidenced by the issuance of a Certificate of Occupancy, or similar final inspection approval by the St. Johns County, Florida Building Department, or other governmental authority having jurisdiction.

(d) Notwithstanding the provisions of paragraph (b) of this Section 6.3, until such time as improvements are completed upon individual Building Sites, the Owners of such Building Sites shall be obligated to pay assessments equal to one-half (1/2) of the amount specified by subparagraphs (a) and (b) of this Section 6.3. Prior to completion of improvements upon a Building Site, the assessments attributable thereto shall be based upon the number of Residential Dwelling Units, or as applicable, the amount of heated and air conditioned space described by building plans approved by the Developer for all improvements to be constructed upon such Building Site. In the event that at the time an Owner acquires ownership of a Building Site, building plans for all improvements to be constructed thereon have not been approved by the Developer, then the assessments attributable to such Building Site shall be based upon the number of Residential Dwelling Units, or as applicable, the number of square feet, which are permitted by applicable zoning regulations and which have been assigned by the Developer to such Owner in writing. For purposes of this

subparagraph (d), each hotel or motel room shall be deemed to be comprised of five hundred (500) square feet of heated and air conditioned space. In the event that improvements are partially completed upon any Building Site, the assessments attributable to the completed improvements shall be computed in accordance with subparagraph (b) of this Section 6.3, and the assessments attributable to the improvements which have not yet been completed shall be computed in accordance with this subparagraph (d) of this Section 6.3.

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

(f) Assessments payable by Owners who are members of a Subassociation, shall be collected from such Owners by the Subassociation and remitted by the Subassociation to the Association. Assessments payable by Owners who are not members of a Subassociation, shall be remitted directly to the Association by such Owners. Notwithstanding the collection of assessments due the Association by any Subassociation, nothing contained herein shall affect the Association's right to directly enforce each Owner's individual obligation to pay assessments to the Association pursuant to this Declaration.

Section 6.4 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Building Site encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If any assessment is not paid within fifteen (15) days after the due date established by the Board of Directors, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit or the

personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of a delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association which shall be binding on the Association through the date indicated on the Association's written statement.

Section 6.5 Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Building Site by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Building Site, shall be added to the total budget for Common Expenses and shall be paid by all Owners including the mortgagee on a pro rata basis. No sale or other transfer shall relieve any Building Site from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that its lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.6 Developer's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Building Sites, and other parcels located within the Property and owned by the Developer shall not be subject to any annual or special assessment levied by the Association or to any lien for such assessments. During the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development period shall begin upon the conveyance of the first

Building Site in the Property to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Buildings Sites owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Building Sites Parcels within the Property.

**ARTICLE VII**  
**UTILITY PROVISIONS**

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

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

Section 7.3 Solid Waste Recycling. Each Owner shall participate in any available solid waste recycling program instituted by the Developer, St. Johns County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 7.4 Utility Services. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility.

services for service to the portions of the Property owned by such Owner.

**ARTICLE VIII**  
**USE RESTRICTIONS AND RIGHTS AND**  
**EASEMENTS RESERVED BY DEVELOPER**

Section 8.1 Common DRI and PUD. Due to the integrated nature of the Property and the lands described in that certain Development of Regional Impact Order approved by St. Johns County by Resolution Number 91-130 (the "DRI"), and under Planned Unit Development Ordinance Number 91-36 (the "PUD"), both issued by the Board of County Commissioners of St. Johns County, Florida, no Owner, or any other person or entity shall construct any improvements upon the Property, nor take any action, which in the sole opinion of the Developer, would result in a modification of the terms and provisions of the DRI and PUD, as the same may be amended from time to time, without the prior written consent of the Developer.

Section 8.2 Compliance with Laws. All Owners and other occupants of the Property shall at all times comply with the terms of the DRI and PUD, and all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property.

Section 8.3 Platting and Additional Restrictions. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Developer.

Section 8.4 Utilities. Developer reserves for itself, its successors, assigns and designees, a perpetual, exclusive right-of-way and easement for utility lines and utility facilities related thereto, and for underground drainage purposes on, in, and over (i) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. If landscaping, paving, curbs or sod are removed or damaged by the construction of any utility improvement, the same shall be replaced or repaired by the party removing same. All electrical and telecommunication transmission lines within the Property shall be installed and maintained underground.

**Section 8.5 Reservation of Right to Release Restrictions.**  
 If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

**Section 8.6 Future Easement.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by the Developer. In addition, the Developer hereby expressly reserves the right to grant easements and rights of way over, under and through the Common Area for so long as the Developer shall own any portion of the Property. The easements granted by the Developer shall not materially or adversely effect any improvements or unreasonably interfere with the any Owner's use and enjoyment of the Common Area.

**ARTICLE IX  
RIGHTS AND EASEMENTS GRANTED BY DEVELOPER**

**Section 9.1 Easement for Ingress and Egress.** All Owners and their guests, invitees, agents and employees, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of the utilities authorized by the Association to serve the Property, holders of mortgage liens on any portion of the Property and such other persons as the Developer or the Association may designate from time to time, shall have the non-exclusive and perpetual right of vehicular and pedestrian ingress and egress over and across all paved areas located within the real property more particularly described on Exhibit E attached hereto and made a part hereof (the "Roadways"). The easement granted hereby may be expanded to include additional roadways by specific reference thereto contained in one or more Supplementary Declarations referenced in Section 3.2 hereof.

**Section 9.2 Rights of Developer to Restrict Access.** Notwithstanding the provisions of this Article IX to the contrary, the Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer, may create or participate in a disturbance or nuisance

on any part of the Property or on any land of Developer lying adjacent to or near the Property. Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways referenced in this Article IX including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Developer would or might result in damage to the Roadways or pavement or other improvements, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of such Roadways. Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any portion of the Property, if the location of the same will in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the Roadways referenced in this Article IX. Developer and the Association shall also have the right to impose reasonable rules and regulations resulting from participation by the Developer or the Association in a TDMA as referenced in Section 6.2 hereof. In the event and to the extent that the Roadways or easements over and across the Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 9.2 thereafter shall be of no further force or effect.

Section 9.3 Rights of Developer to Alter Roadways. Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein (including those shown on any plat of any portion of the Property). Upon such dedication, this Declaration shall automatically terminate and become void and of no further effect as to any portion of a Roadway or the Property so dedicated. In addition, Developer shall have the right to redesignate, relocate or terminate any of the easement areas described in Section 9.1 and Section 9.2 without the consent or joinder of any party so long as no Building Site is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.



**ARTICLE X**  
**GENERAL PROVISIONS**

**Section 10.1 Ground Leased Land.** Where all or any part of a Building Site has been leased by the Owner of the fee simple title to the site under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article VI shall attach only to the interest in the Building Site of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 10.1 shall be dispositive.

**Section 10.2 Land Subject to Easements, Etc.** Where all or any part of a Building Site has been subjected to an air rights easement or similar use right granted by the fee simple Owner thereof, all references in these covenants to the "Owner" shall be deemed to refer to the holder of such easement or use rights, and any lien arising under the provisions of Article VI shall attach only to such holder's interest in the applicable Building Site. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 10.2 shall be dispositive.

**Section 10.3 Violations.** If any person, firm, corporation or other entity shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner of any Building Site within the Property (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided by law.

**Section 10.4 Severability.** Invalidation of any of the provisions of the covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

**Section 10.5 Additional Restrictions.** No Owner may impose any additional covenants or restrictions on any part of the Property, without the prior written consent of the Developer, which consent shall not be unreasonably withheld. The Developer may include in any contract or deed hereafter made and covering all or any part of the Property any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

**Section 10.6 Titles.** The addition of titles to the various sections of this instrument are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

**Section 10.7 Termination or Amendment.** The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Subassociations and Owners holding sixty percent (60%) or more of the total votes of the Association as set forth in the Articles may alter, amend or terminate these covenants, except that the provisions of this Declaration pertaining to the Landscape Plan may be altered, amended, or terminated only by the Subassociations and Owners holding not less than seventy-five percent (75%) of such total votes of the Association. So long as the Developer owns any land within the Property or owns any land contiguous to the Property, no alteration, amendment, or termination of these covenants shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party to correct any typographical or clerical error, to resolve any inconsistency or ambiguity contained in this Declaration, or to make this Declaration comply with any requirement of any governmental authority having jurisdiction or regulatory authority over the Property or any portion thereof. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

**Section 10.8 Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and the Bylaws.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 14<sup>th</sup> day of JULY 1996.

Signed, sealed and delivered in the presence of:

SJH PARTNERSHIP, LTD.,  
a Florida limited partnership

By: SJ Memphis, Ltd., a Florida limited partnership, its general partner

By: St. Johns Harbour, Inc., a Florida corporation, its general partner

By: Louis Baioni  
Its: President  
3797 New Letwell Road  
Memphis, TN 38118

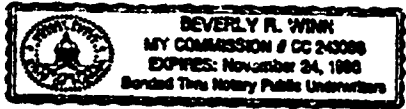
[CORPORATE SEAL]

Beverly R. Winn  
(Print Name SUZANNE M. CRIST)  
Beverly R. Winn  
(Print Name Beverly R. Winn)

STATE OF Florida )  
  ) SS  
COUNTY OF Duval )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June, 1996, by Louis Baioni, the President of St. Johns Harbour, Inc., a Florida corporation, the general partner of SJ Memphis, Ltd., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.

Beverly R. Winn  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission # \_\_\_\_\_



My Commission Expires: \_\_\_\_\_  
Personally Known   
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

## PARCEL 10

A PART OF SECTION 44 TOGETHER WITH A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°29'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 17°02'33" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 446.35 FEET; THENCE SOUTH 00°04'59" WEST, A DISTANCE OF 675.22 FEET; THENCE SOUTH 39°52'09" WEST, A DISTANCE OF 39.94 FEET; THENCE SOUTH 01°32'44" WEST, A DISTANCE OF 28.25 FEET; THENCE NORTH 09°57'05" WEST, A DISTANCE OF 43.52 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN

ARC DISTANCE OF 45.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 36°13'07" WEST AND A CHORD DISTANCE OF 44.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 62°29'09" WEST, A DISTANCE OF 3.68 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°14'41" WEST AND A CHORD DISTANCE OF 68.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°58'33" WEST, A DISTANCE OF 36.72 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°43'59" WEST AND A CHORD DISTANCE OF 39.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 15°30'35" EAST, A DISTANCE OF 41.22 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°11'44" WEST AND A CHORD DISTANCE OF 36.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°54'04" WEST, A DISTANCE OF 63.54 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 92.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°08'37" WEST AND A CHORD DISTANCE OF 91.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 07°36'50" EAST, A DISTANCE OF 33.52 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°58'22" WEST AND A CHORD DISTANCE OF 31.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 29°33'32" WEST, A DISTANCE OF 131.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°53'03" WEST AND A CHORD DISTANCE OF 37.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°12'34" WEST, A DISTANCE OF 24.73 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 24.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°58'53" WEST AND A CHORD DISTANCE OF 23.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°45'13" WEST, A DISTANCE OF 13.71 FEET; THENCE NORTH 75°15'21" WEST, A DISTANCE OF 265.66 FEET; THENCE NORTH 23°53'32" EAST, A DISTANCE OF 23.96 FEET; THENCE NORTH 19°20'24" EAST, A DISTANCE OF 19.12 FEET; THENCE NORTH 14°54'50" WEST, A DISTANCE OF 40.97 FEET; THENCE NORTH 01°54'55" WEST, A DISTANCE OF 29.02 FEET; THENCE NORTH 49°10'10" WEST, A DISTANCE OF 23.04 FEET; THENCE NORTH 28°17'09" EAST, A DISTANCE OF 91.83 FEET; THENCE NORTH 64°48'06" WEST, A DISTANCE OF 18.24 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°41'10" WEST AND A CHORD

DISTANCE OF 50.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°14'46" WEST, A DISTANCE OF 107.60 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°31'11" WEST AND A CHORD DISTANCE OF 41.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°17'09" WEST, A DISTANCE OF 173.74 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°06'28" WEST AND A CHORD DISTANCE OF 74.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°04'13" WEST, A DISTANCE OF 29.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°02'16" WEST AND A CHORD DISTANCE OF 50.05 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°43'50" WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 27.60 FEET, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°49'59" EAST AND A CHORD DISTANCE OF 79.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21°25'04" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 201.54 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°25'17" WEST AND A CHORD DISTANCE OF 525.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 405.77 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" WEST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°10'56" EAST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF ANOTHER COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 135.00 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°08'23" EAST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING OF SOUTH 29°18'05" EAST AND A CHORD DISTANCE OF 95.25 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 52°45'08" EAST AND A CHORD DISTANCE OF 316.10 FEET TO THE END OF SAID CURVE, LYING ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD; THENCE SOUTH 15°10'32" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 43.76 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 56.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°19'22" WEST AND A CHORD DISTANCE OF 55.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°09'08" WEST, A DISTANCE OF 49.96 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 75°37'52" WEST AND A CHORD DISTANCE OF 31.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST, A DISTANCE OF 16.13 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 49.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 65°31'43" WEST AND A CHORD DISTANCE OF 47.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 36°56'51" WEST, A DISTANCE OF 27.68 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 67.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°02'23" WEST AND A CHORD DISTANCE OF 53.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 15°01'38" WEST, A DISTANCE OF 11.32 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 49.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 43°27'26" WEST AND A CHORD DISTANCE OF 47.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 71°53'18" WEST, A DISTANCE OF 24.17 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 54°34'42" WEST AND A CHORD DISTANCE OF 17.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37°16'06" WEST, A DISTANCE OF 59.36 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 92.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°38'03" WEST AND A CHORD DISTANCE OF 88.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE WEST, A DISTANCE OF 99.44 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 157.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF DUE SOUTH AND A CHORD DISTANCE OF 100.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, A DISTANCE OF

114.11 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°18'39" EAST AND A CHORD DISTANCE OF 15.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°37'17" EAST, A DISTANCE OF 58.41 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 71.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 86°57'07" EAST AND A CHORD DISTANCE OF 69.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 66°31'32" EAST, A DISTANCE OF 140.15 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 86.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°39'04" EAST AND A CHORD DISTANCE OF 83.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 63°49'40" EAST, A DISTANCE OF 39.98 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°27'22" EAST AND A CHORD DISTANCE OF 50.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°54'55" EAST, A DISTANCE OF 117.69 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 41.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°12'31" EAST AND A CHORD DISTANCE OF 41.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69°19'58" EAST, A DISTANCE OF 145.04 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 56°54'50" EAST AND A CHORD DISTANCE OF 64.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°09'37" EAST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 182.61 FEET; THENCE NORTH 85°53'25" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.52 ACRES MORE OR LESS.



## NORTHWEST PARCELS 12 AND 13

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET, SAID POINT BEING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A VARIABLE RIGHT-OF-WAY WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°30'05" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°53'47" WEST AND A CHORD DISTANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°17'27" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 225.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 400.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 321.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°43'43" EAST AND A CHORD DISTANCE OF 312.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°44'53" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 133.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 850.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 919.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°15'19" WEST AND A CHORD DISTANCE OF 875.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°15'32" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 66.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 268.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°26'59" WEST AND A CHORD DISTANCE OF 266.05 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.16 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH

58°24'00" WEST AND A CHORD DISTANCE OF 67.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79°06'25" WEST, A DISTANCE OF 295.72 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 159.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°24'00" WEST AND A CHORD DISTANCE OF 152.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 39°54'26" WEST, A DISTANCE OF 42.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 119.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°04'19" WEST AND A CHORD DISTANCE OF 118.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 74°14'12" WEST, A DISTANCE OF 3.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°11'27" WEST AND A CHORD DISTANCE OF 240.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°08'41" WEST, A DISTANCE OF 278.58 FEET; THENCE NORTH 00°16'31" WEST, A DISTANCE OF 38.06 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 75.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 22°51'49" EAST AND A CHORD DISTANCE OF 58.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 46°00'10" EAST, A DISTANCE OF 22.71 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 71.47 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°29'06" EAST AND A CHORD DISTANCE OF 50.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 04°58'02" EAST, A DISTANCE OF 13.69 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 150.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°19'05" EAST AND A CHORD DISTANCE OF 148.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 33°40'09" EAST, A DISTANCE OF 31.75 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 138.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°46'56" EAST AND A CHORD DISTANCE OF 136.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 06°06'16" WEST, A DISTANCE OF 189.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 189.84 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°43'28" EAST AND A CHORD DISTANCE OF 281.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°33'13" EAST, A DISTANCE OF 160.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 174.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 39°38'48" EAST AND A CHORD DISTANCE OF 153.00 FEET TO A POINT LYING ON THE AFORESAID

WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, ALSO BEING THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 293.22 FEET, SAID ARC BEING SUBTENDEDED BY A CHORD BEARING OF SOUTH 18°15'37" EAST AND A CHORD DISTANCE OF 292.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°15'38" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14 FEET, SAID ARC BEING SUBTENDEDED BY A CHORD BEARING OF SOUTH 02°25'17" EAST AND A CHORD DISTANCE OF 808.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°25'04" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEING SUBTENDEDED BY A CHORD BEARING OF SOUTH 06°23'19" WEST AND A CHORD DISTANCE OF 311.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.34 ACRES MORE OR LESS.

## NORTHWEST PARCEL 15

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 44 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 14°55'52" WEST ALONG THE WESTERLY LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1106.96 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°53'47" WEST AND A CHORD DISTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°17'27" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 211.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 18°17'27" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 13.50 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 241.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°43'43" EAST AND A CHORD DISTANCE OF 234.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°44'53" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 313.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 703.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°15'19" WEST AND A CHORD DISTANCE OF 669.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°15'32" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 247.04 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 405.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°00'19" WEST AND A CHORD DISTANCE OF 394.80 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 63°47'57" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF ROYAL PALMS PARKWAY, A DISTANCE OF 23.17 FEET; THENCE SOUTH

28°17'09" WEST, A DISTANCE OF 49.64 FEET; THENCE SOUTH 61°42'51" EAST, A DISTANCE OF 92.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°25'10" EAST AND A CHORD DISTANCE OF 32.89 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 43°26'51" WEST, A DISTANCE OF 68.30 FEET; THENCE SOUTH 06°44'41" EAST, A DISTANCE OF 191.68 FEET; THENCE SOUTH 41°26'48" EAST, A DISTANCE OF 506.50 FEET; THENCE SOUTH 01°44'10" EAST, A DISTANCE OF 705.27 FEET; THENCE SOUTH 54°27'46" EAST, A DISTANCE OF 44.81 FEET; THENCE SOUTH 01°45'51" EAST, A DISTANCE OF 175.04 FEET; THENCE SOUTH 54°12'37" WEST, A DISTANCE OF 28.59 FEET; THENCE SOUTH 03°54'38" WEST, A DISTANCE OF 27.60 FEET; THENCE SOUTH 73°27'08" WEST, A DISTANCE OF 28.79 FEET; THENCE NORTH 86°03'54" WEST, A DISTANCE OF 24.87 FEET; THENCE SOUTH 85°51'31" WEST, A DISTANCE OF 94.95 FEET; THENCE SOUTH 47°44'56" WEST, A DISTANCE OF 48.37 FEET; THENCE SOUTH 36°12'57" WEST, A DISTANCE OF 49.17 FEET; THENCE SOUTH 84°59'56" WEST, A DISTANCE OF 29.43 FEET; THENCE SOUTH 08°47'59" WEST, A DISTANCE OF 26.54 FEET; THENCE NORTH 84°47'42" WEST, A DISTANCE OF 26.57 FEET; THENCE NORTH 68°15'46" WEST, A DISTANCE OF 27.25 FEET; THENCE SOUTH 84°02'17" WEST, A DISTANCE OF 33.26 FEET; THENCE NORTH 65°00'50" WEST, A DISTANCE OF 26.11 FEET; THENCE SOUTH 67°34'56" WEST, A DISTANCE OF 10.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.97 ACRES MORE OR LESS.

## PARCEL 17

PART OF SECTION 44, TOGETHER WITH A PART OF SECTION 38 OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A COMMON CORNER TO SAID SECTIONS 38 AND 44, AT THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 818, PAGE 802 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 14°55'52" WEST ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 902.65 FEET; THENCE SOUTH 75°04'08" EAST, A DISTANCE OF 221.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 42°08'00" EAST, A DISTANCE OF 212.83 FEET; THENCE SOUTH 84°06'59" EAST, A DISTANCE OF 143.67 FEET; THENCE NORTH 36°07'29" EAST, A DISTANCE OF 71.88 FEET; THENCE NORTH 21°42'37" WEST, A DISTANCE OF 55.18 FEET; THENCE NORTH 57°29'02" WEST, A DISTANCE OF 66.63 FEET; THENCE NORTH 12°56'14" WEST, A DISTANCE OF 54.95 FEET; THENCE NORTH 30°42'22" EAST, A DISTANCE OF 85.68 FEET; THENCE NORTH 35°33'19" EAST, A DISTANCE OF 116.78 FEET; THENCE NORTH 28°40'30" EAST, A DISTANCE OF 40.07 FEET; THENCE NORTH 29°38'37" EAST, A DISTANCE OF 96.08 FEET; THENCE NORTH 46°54'21" EAST, A DISTANCE OF 122.51 FEET; THENCE NORTH 65°42'39" EAST, A DISTANCE OF 70.04 FEET; THENCE NORTH 87°11'45" EAST, A DISTANCE OF 88.39 FEET; THENCE SOUTH 42°36'16" EAST, A DISTANCE OF 184.06 FEET; THENCE NORTH 82°13'04" EAST, A DISTANCE OF 72.83 FEET; THENCE NORTH 34°01'44" EAST, A DISTANCE OF 54.10 FEET; THENCE NORTH 20°27'12" EAST, A DISTANCE OF 180.61 FEET; THENCE NORTH 22°59'20" WEST, A DISTANCE OF 94.68 FEET; THENCE NORTH 10°55'13" WEST, A DISTANCE OF 149.84 FEET; THENCE NORTH 77°00'58" EAST, A DISTANCE OF 169.09 FEET; THENCE SOUTH 83°56'39" EAST, A DISTANCE OF 193.94 FEET; THENCE SOUTH 70°40'54" EAST, A DISTANCE OF 90.54 FEET; THENCE DUE SOUTH, A DISTANCE OF 71.31 FEET; THENCE SOUTH 71°33'54" EAST, A DISTANCE OF 125.29 FEET; THENCE NORTH 36°23'04" EAST, A DISTANCE OF 62.34 FEET; THENCE SOUTH 53°59'50" EAST, A DISTANCE OF 174.23 FEET; THENCE SOUTH 85°41'12" EAST, A DISTANCE OF 186.12 FEET; THENCE SOUTH 66°04'54" EAST, A DISTANCE OF 159.36 FEET; THENCE SOUTH 39°12'26" EAST, A DISTANCE OF 171.94 FEET; THENCE SOUTH 19°23'02" WEST, A DISTANCE OF 174.64 FEET; THENCE SOUTH 23°03'04" WEST, A DISTANCE OF 154.00 FEET; THENCE SOUTH 29°24'23" WEST, A DISTANCE OF 26.80 FEET; THENCE SOUTH 82°33'50" WEST, A DISTANCE OF 37.48 FEET; THENCE SOUTH 30°26'47" WEST, A DISTANCE OF 38.59 FEET; THENCE SOUTH 12°08'05" EAST, A DISTANCE OF 27.41 FEET; THENCE SOUTH 62°44'58" WEST, A DISTANCE OF 16.27 FEET; THENCE SOUTH 21°40'55" WEST, A DISTANCE OF 27.29 FEET; THENCE SOUTH 02°52'40" EAST, A DISTANCE OF 28.13 FEET; THENCE SOUTH 03°14'24" EAST, A DISTANCE OF 28.41 FEET; THENCE SOUTH 31°55'36" EAST, A DISTANCE OF 35.17 FEET; THENCE SOUTH 13°46'07" EAST, A DISTANCE OF 33.57 FEET; THENCE SOUTH 32°28'46" EAST, A DISTANCE OF 6.71 FEET; THENCE SOUTH 23°03'04" WEST, A DISTANCE OF 99.06 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 278.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°36'56" EAST AND A CHORD DISTANCE OF 277.49 FEET TO THE POINT OF

TANGENCY OF SAID CURVE; THENCE NORTH 72°31'21" EAST, A DISTANCE OF 106.18 FEET; THENCE NORTH 28°55'04" WEST, A DISTANCE OF 156.28 FEET; THENCE NORTH 21°43'19" EAST, A DISTANCE OF 293.81 FEET; THENCE NORTH 46°16'39" EAST, A DISTANCE OF 241.42 FEET; THENCE NORTH 63°26'06" EAST, A DISTANCE OF 282.24 FEET; THENCE NORTH 78°20'27" EAST, A DISTANCE OF 225.54 FEET; THENCE NORTH 86°07'17" EAST, A DISTANCE OF 207.34 FEET; THENCE SOUTH 88°26'55" EAST, A DISTANCE OF 385.91 FEET; THENCE SOUTH 31°12'02" EAST, A DISTANCE OF 62.97 FEET; THENCE NORTH 63°23'53" EAST, A DISTANCE OF 8.08 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°43'14" EAST AND A CHORD DISTANCE OF 76.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 43°31'13" EAST, A DISTANCE OF 194.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.37 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 35°52'20" EAST AND A CHORD DISTANCE OF 33.27 FEET; THENCE SOUTH 34°37'10" EAST, A DISTANCE OF 22.63 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°37'38" EAST AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 92.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 60°41'15" EAST AND A CHORD DISTANCE OF 92.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 66°00'34" EAST, A DISTANCE OF 51.48 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 24°44'05" EAST AND A CHORD DISTANCE OF 32.98 FEET TO THE POINT OF CUSP ON THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED ROYAL PINES PARKWAY (A 100 FOOT RIGHT-OF-WAY); THENCE SOUTH 17°24'57" EAST ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 16.81 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 147.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°59'29" EAST AND A CHORD DISTANCE OF 147.39 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 69°19'43" WEST AND A CHORD DISTANCE OF 58.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 75°02'04" WEST, A DISTANCE OF 51.89 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 17°14'03" WEST AND A CHORD DISTANCE OF 50.77 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 128.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 08°31'41" WEST AND A CHORD DISTANCE OF 113.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 57°37'19" WEST, A DISTANCE OF 13.32 FEET; THENCE SOUTH 29°25'28" WEST, A DISTANCE OF 22.68 FEET; THENCE SOUTH 53°37'04" WEST, A DISTANCE OF 25.91 FEET; THENCE SOUTH 31°58'08" WEST, A DISTANCE OF 36.33 FEET; THENCE SOUTH 51°41'03" WEST, A DISTANCE OF 40.58 FEET; THENCE SOUTH 22°38'15" WEST, A DISTANCE OF 41.94 FEET; THENCE SOUTH 37°23'31" WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 21°27'15" WEST, A DISTANCE OF 25.56 FEET; THENCE SOUTH 05°22'14" EAST, A DISTANCE OF 33.14 FEET; THENCE SOUTH 29°00'47" WEST, A DISTANCE OF 18.90 FEET; THENCE SOUTH 28°48'51" WEST, A DISTANCE OF 41.39 FEET; THENCE SOUTH 31°48'49" WEST, A DISTANCE OF 22.02 FEET; THENCE SOUTH 56°22'24" WEST, A DISTANCE OF 60.55 FEET; THENCE SOUTH 42°57'16" WEST, A DISTANCE OF 29.27 FEET; THENCE SOUTH 28°16'53" WEST, A DISTANCE OF 32.94 FEET; THENCE SOUTH 28°31'33" WEST, A DISTANCE OF 23.88 FEET; THENCE SOUTH 36°32'57" WEST, A DISTANCE OF 38.43 FEET; THENCE SOUTH 39°40'29" WEST, A DISTANCE OF 29.25 FEET; THENCE SOUTH 47°23'31" WEST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 37°55'19" WEST, A DISTANCE OF 27.93 FEET; THENCE SOUTH 38°03'10" WEST, A DISTANCE OF 33.12 FEET; THENCE SOUTH 46°12'39" WEST, A DISTANCE OF 27.58 FEET; THENCE SOUTH 55°14'46" WEST, A DISTANCE OF 32.66 FEET; THENCE SOUTH 56°27'52" WEST, A DISTANCE OF 28.12 FEET; THENCE SOUTH 43°11'39" WEST, A DISTANCE OF 32.28 FEET; THENCE SOUTH 41°51'18" WEST, A DISTANCE OF 32.11 FEET; THENCE SOUTH 49°36'31" WEST, A DISTANCE OF 28.12 FEET; THENCE SOUTH 54°14'19" WEST, A DISTANCE OF 60.29 FEET; THENCE SOUTH 53°21'03" WEST, A DISTANCE OF 33.11 FEET; THENCE SOUTH 46°20'08" WEST, A DISTANCE OF 30.67 FEET; THENCE SOUTH 49°10'59" WEST, A DISTANCE OF 38.17 FEET; THENCE SOUTH 56°00'18" WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 59°06'34" WEST, A DISTANCE OF 18.49 FEET; THENCE SOUTH 66°29'35" WEST, A DISTANCE OF 20.97 FEET; THENCE SOUTH 69°18'45" WEST, A DISTANCE OF 37.61 FEET; THENCE SOUTH 70°25'19" WEST, A DISTANCE OF 138.11 FEET; THENCE NORTH 81°05'20" WEST, A DISTANCE OF 640.17 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 60°41'58" WEST AND A CHORD DISTANCE OF 97.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 76°54'40" WEST, A DISTANCE OF 309.11 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 217.82 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 307.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 62°34'52" WEST AND A CHORD DISTANCE OF 282.97 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.71 FEET, SAID ARC BEING



SUBTENDED BY A CHORD BEARING OF NORTH 73°28'15" WEST AND A CHORD DISTANCE OF 78.15 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 397.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 44.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 58°21'59" WEST AND A CHORD DISTANCE OF 44.86 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 27°08'43" EAST, A DISTANCE OF 103.53 FEET; THENCE SOUTH 54°30'32" WEST, A DISTANCE OF 501.05 FEET; THENCE NORTH 46°29'34" WEST, A DISTANCE OF 291.81 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°29'34" WEST AND A CHORD DISTANCE OF 70.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°30'26" WEST, A DISTANCE OF 58.53 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°17'18" WEST AND A CHORD DISTANCE OF 47.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 29°04'10" WEST, A DISTANCE OF 60.80 FEET; THENCE NORTH 37°36'59" WEST, A DISTANCE OF 145.14 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°59'51" WEST AND A CHORD DISTANCE OF 80.19 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 10°26'16" EAST, A DISTANCE OF 79.65 FEET; THENCE SOUTH 18°25'38" WEST, A DISTANCE OF 48.32 FEET; THENCE SOUTH 88°36'10" WEST, A DISTANCE OF 141.44 FEET; THENCE NORTH 03°10'51" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 87°01'47" WEST, A DISTANCE OF 35.77 FEET; THENCE SOUTH 84°07'31" WEST, A DISTANCE OF 40.49 FEET; THENCE NORTH 87°16'07" WEST, A DISTANCE OF 20.48 FEET; THENCE NORTH 87°23'45" WEST, A DISTANCE OF 22.64 FEET; THENCE SOUTH 02°36'15" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°16'10" WEST, A DISTANCE OF 220.65 FEET; THENCE NORTH 41°22'01" WEST, A DISTANCE OF 35.85 FEET; THENCE NORTH 52°21'49" WEST, A DISTANCE OF 44.01 FEET; THENCE NORTH 41°46'52" WEST, A DISTANCE OF 54.55 FEET; THENCE NORTH 34°19'22" WEST, A DISTANCE OF 55.26 FEET; THENCE NORTH 23°52'07" WEST, A DISTANCE OF 36.22 FEET; THENCE NORTH 30°11'11" WEST, A DISTANCE OF 53.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 62.96 ACRES MORE OR LESS.

## NORTHWEST PARCEL 18

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 44 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 799.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12°25'48" WEST LEAVING SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.34 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 225.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 247.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°57'58" WEST AND A CHORD DISTANCE OF 234.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 39°30'07" WEST, A DISTANCE OF 32.53 FEET; THENCE NORTH 47°51'45" WEST, A DISTANCE OF 174.23 FEET; THENCE NORTH 57°05'41" WEST, A DISTANCE OF 166.10 FEET; THENCE NORTH 61°36'25" WEST, A DISTANCE OF 129.38 FEET; THENCE NORTH 47°38'49" WEST, A DISTANCE OF 298.31 FEET; THENCE NORTH 46°29'24" WEST, A DISTANCE OF 107.27 FEET; THENCE NORTH 54°30'32" EAST, A DISTANCE OF 165.18 FEET; THENCE SOUTH 42°10'17" EAST, A DISTANCE OF 27.32 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 24.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°10'24" WEST AND A CHORD DISTANCE OF 23.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 23°28'57" EAST, A DISTANCE OF 9.16 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°24'56" EAST AND A CHORD DISTANCE OF 20.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°39'02" WEST, A DISTANCE OF 18.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°46'16" EAST AND A CHORD DISTANCE OF 38.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 31°48'27" EAST, A DISTANCE OF 19.43 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 12.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°04'51" EAST AND A CHORD DISTANCE OF 11.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 66°21'16" EAST, A DISTANCE OF 17.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°22'56" EAST AND A CHORD DISTANCE OF 43.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°24'33" EAST,

A DISTANCE OF 1.06 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°30'48" EAST AND A CHORD DISTANCE OF 20.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 76°37'01" EAST, A DISTANCE OF 34.55 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 59.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 59°41'46" EAST AND A CHORD DISTANCE OF 58.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°46'33" EAST, A DISTANCE OF 9.46 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 29.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°48'54" EAST AND A CHORD DISTANCE OF 28.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°08'43" EAST, A DISTANCE OF 21.10 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°24'51" EAST AND A CHORD DISTANCE OF 26.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 67°58'22" EAST, A DISTANCE OF 16.89 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 42.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°43'25" EAST AND A CHORD DISTANCE OF 41.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 63°25'11" EAST, A DISTANCE OF 1.12 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°49'18" EAST AND A CHORD DISTANCE OF 17.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 81°46'35" EAST, A DISTANCE OF 60.18 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°46'21" EAST AND A CHORD DISTANCE OF 32.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79°19'16" EAST, A DISTANCE OF 17.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 29.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°04'48" EAST AND A CHORD DISTANCE OF 29.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°50'18" EAST, A DISTANCE OF 45.66 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 49.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 47°23'42" EAST AND A CHORD DISTANCE OF 47.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 23°57'07" EAST, A DISTANCE OF 28.22 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 29.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°01'26" EAST AND A CHORD DISTANCE OF 29.18 FEET

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°05'45" EAST, A DISTANCE OF 43.51 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°28'17" EAST AND A CHORD DISTANCE OF 51.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°50'49" EAST, A DISTANCE OF 31.28 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 108.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°23'09" EAST AND A CHORD DISTANCE OF 98.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°55'28" EAST, A DISTANCE OF 5.69 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 102.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°16'53" EAST AND A CHORD DISTANCE OF 90.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 07°30'44" WEST, A DISTANCE OF 29.61 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°06'51" EAST AND A CHORD DISTANCE OF 31.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 29°44'31" EAST, A DISTANCE OF 5.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°37'41" EAST AND A CHORD DISTANCE OF 78.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16°29'08" WEST, A DISTANCE OF 31.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°53'33" EAST AND A CHORD DISTANCE OF 68.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°16'14" EAST, A DISTANCE OF 44.31 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°02'18" EAST AND A CHORD DISTANCE OF 13.52 FEET TO THE END OF SAID CURVE; THENCE NORTH 85°46'45" EAST, A DISTANCE OF 8.52 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 11.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°12'04" EAST AND A CHORD DISTANCE OF 11.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 72°37'23" EAST, A DISTANCE OF 103.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 55.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°44'53" EAST AND A CHORD DISTANCE OF 52.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44°07'08" EAST, A DISTANCE OF 4.08 FEET; THENCE SOUTH 66°33'36" EAST, A DISTANCE OF 8.48 FEET; THENCE NORTH 78°25'22" EAST, A DISTANCE OF 48.40 FEET; THENCE NORTH 84°33'38" EAST, A DISTANCE OF 36.43 FEET; THENCE SOUTH 70°03'11" EAST, A DISTANCE OF

93.83 FEET; THENCE NORTH 89°52'29" EAST, A DISTANCE OF 62.23 FEET; THENCE NORTH 89°48'34" EAST, A DISTANCE OF 37.98 FEET; THENCE SOUTH 85°12'21" EAST, A DISTANCE OF 69.88 FEET; THENCE SOUTH 30°11'42" EAST, A DISTANCE OF 64.19 FEET; THENCE SOUTH 77°20'13" EAST, A DISTANCE OF 39.46 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 42.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°57'20" EAST AND A CHORD DISTANCE OF 38.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°25'32" WEST, A DISTANCE OF 28.73 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°23'42" WEST AND A CHORD DISTANCE OF 18.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 39°21'58" WEST, A DISTANCE OF 8.58 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 9.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°47'00" WEST AND A CHORD DISTANCE OF 9.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°23'57" EAST, A DISTANCE OF 1.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 10.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°32'45" WEST AND A CHORD DISTANCE OF 10.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°29'29" WEST, A DISTANCE OF 42.67 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 19.44 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 66°00'08" EAST AND A CHORD DISTANCE OF 38.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28°30'16" EAST, A DISTANCE OF 63.67 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 47°08'36" EAST AND A CHORD DISTANCE OF 31.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65°46'56" EAST, A DISTANCE OF 35.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 53°31'48" EAST AND A CHORD DISTANCE OF 21.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 41°16'39" EAST, A DISTANCE OF 74.46 FEET; THENCE SOUTH 39°30'10" EAST ALONG A LINE TO ITS INTERSECTION WITH AFORESAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 48.58 FEET; THENCE SOUTH 50°29'50" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1228.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.50 ACRES MORE OR LESS.

## ROYAL PINES PARKWAY

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'39" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°53'47" WEST AND A CHORD DISTANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°17'27" WEST, A DISTANCE OF 225.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 400.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 321.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°43'43" EAST AND A CHORD DISTANCE OF 312.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°44'53" EAST, A DISTANCE OF 133.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 850.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 919.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°15'19" WEST AND A CHORD DISTANCE OF 875.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°15'32" WEST, A DISTANCE OF 66.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 563.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°25'14" WEST AND A CHORD DISTANCE OF 560.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21°25'04" EAST, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°25'17" WEST AND A CHORD DISTANCE OF 808.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" WEST AND A CHORD DISTANCE OF 444.94 FEET

TO A POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 609.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°55'35" EAST AND A CHORD DISTANCE OF 578.39 FEET TO A POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 185.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 230.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°59'45" EAST AND A CHORD DISTANCE OF 215.67 FEET TO A POINT OF CUSP OF A CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°10'25" EAST AND A CHORD DISTANCE OF 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 599.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 35°55'47" EAST AND A CHORD DISTANCE OF 570.49 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°45'08" WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'05" WEST AND A CHORD DISTANCE OF 95.25 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°08'23" WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°10'56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°01'42" EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°15'38" EAST, A DISTANCE OF 405.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°25'17" EAST AND A CHORD DISTANCE OF 525.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°25'04" WEST, A DISTANCE OF 201.54 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 485.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING OF SOUTH 06°25'14" EAST AND A CHORD DISTANCE OF 466.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34°15'32" EAST, A DISTANCE OF 247.04 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 703.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°15'19" EAST AND A CHORD DISTANCE OF 669.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°44'53" WEST, A DISTANCE OF 313.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 241.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°43'43" WEST AND A CHORD DISTANCE OF 234.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°17'27" EAST, A DISTANCE OF 225.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°53'47" EAST AND A CHORD DISTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°30'05" EAST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°29'55" EAST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF CUSP AT THE AFORESAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE SOUTH 44°29'54" WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE. A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.41 ACRES MORE OR LESS.



Rev. 6/14/96

ARTICLES OF INCORPORATION  
OF  
SAINT JOHNS NORTHWEST RESIDENTIAL  
PROPERTY OWNERS ASSOCIATION, INC.  
(a corporation not-for-profit)

96 JUN 20 PM 4:07

**I. NAME AND DEFINITIONS.**

The name of this corporation shall be SAINT JOHNS NORTHWEST RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Saint Johns - Northwest Central to be recorded in the current public records of St. Johns County, Florida (the "Declaration").

**II. PRINCIPAL OFFICE AND MAILING ADDRESS.**

The location of the corporation's principal office and its mailing address shall be 2395 International Golf Parkway, St. Augustine, Florida 32095-8427, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

**III. PURPOSES.**

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

A. To promote matters of common interest and concern of the Owners of the Property which is located within a portion of the development known as Saint Johns (Northwest Quadrant), as more particularly described in and defined by the Declaration.

B. To own, maintain, repair and replace the Common Area, including without limitation the streets, street lights, landscaping, structures, and other improvements located thereon, and to cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

C. To control the specifications, architecture, design, appearance, elevation and location of, (and landscaping around) all buildings of any type, including walls, fences, site paving, grading, antennas, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.

D. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, paving and equipment, and to provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

E. To operate without profit for the sole and exclusive benefit of its Members and St. Johns County, Florida (the "County"), to the extent that the County shall own real property subject to the terms of the Declaration.

F. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

#### IV. GENERAL POWERS.

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

A. To hold funds solely and exclusively for the benefit of the Members and the County for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association, or governmental entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is

deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

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

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

V. MEMBERS.

The members ("Members") shall consist of the Developer, each Subassociation, and each Owner of a Building Site or Golf Course Parcel who is not a member of a Subassociation.

VI. VOTING AND ASSESSMENTS.

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

(1) The Members who are Subassociations shall have the number of votes equal to the number of Assessment Equivalents attributable to the Building Sites or Golf Course Parcels owned by Owners who are members of such Subassociations. The votes of Members who are Subassociations shall be exercised by an officer of the Subassociation designated by the Board of Directors of such Subassociation.

(2) The Members, other than the Developer, who are Owners shall have one vote for each Assessment Equivalent attributable to the Buildings Sites or Golf Course Parcels owned by them. The votes of Members who are Owners shall be exercised directly by such Owners or their authorized representative.

(3) The Developer shall have the number of votes equal to the number of votes allocated to the Members other than the

Developer, plus one vote. The Developer shall have such voting rights for so long as it shall own any portion of the Property, or until it shall voluntarily relinquish its right to vote in Association matters, whichever shall first occur.

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

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

#### VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Directors need not be members of the Association and need not be residents of the State of Florida. For so long as it shall own any portion of the Property, the Developer shall have the right to appoint three (3) of the Directors and there shall be two (2) Directors elected by the Members of the Association other than the Developer.

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

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

James E. Davidson, Jr.  
2395 International Golf Parkway  
St. Augustine, Florida 32095-8427

Vernon Kelly  
112 TPC Boulevard  
Ponte Vedra Beach, FL 32082

Eduardo Gil  
2395 International Golf Parkway  
St. Augustine, Florida 32095-8427

Sharon P. Davidson  
2395 International Golf Parkway  
St. Augustine, Florida 32095-8427

Paul Fritsch  
2395 International Golf Parkway  
St. Augustine, Florida 32095-8427

#### VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	James E. Davidson, Jr.
Vice President	Vernon Kelly
Treasurer	Eduardo Gil
Secretary	Sharon P. Davidson

#### IX. CORPORATE EXISTENCE.

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

X. BYLAWS.

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

XI. AMENDMENTS TO ARTICLES OF INCORPORATION.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding sixty percent (60%) of the total votes allocated to the Members pursuant to these Articles; provided however, any amendment to Article XVII hereof shall require the written consent and joinder of the County.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

James E. Davidson, Jr.  
2395 International Golf Parkway  
St. Augustine, Florida 32095-8427

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

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

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

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

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

#### XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the

fact that he is or may be interested in any such contract or transaction.

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

**XV. DISSOLUTION OF THE ASSOCIATION.**

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

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

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

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

**XVI. MERGERS AND CONSOLIDATIONS.**

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



IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 13<sup>th</sup> day of June, 1996.

Signed, sealed and delivered in the presence of:

John G. Metcalf  
John G. Metcalf  
(Print or Type Name)

James E. Davidson, Jr.  
Incorporator

Thomas J. Jenks  
Thomas J. Jenks  
(Print or Type Name)

STATE OF FLORIDA        )  
  ) ss  
COUNTY OF St. Johns    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 1996, by James E. Davidson, Jr., the Incorporator of SAINT JOHNS NORTHWEST RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC. He is personally known to me or produced N/A as identification and did not take an oath.

John G. Metcalf  
John G. Metcalf  
(Print or Type Name)  
Notary Public,  
State of Florida at Large.

My Commission Expires:

NOTARIAL SEAL)

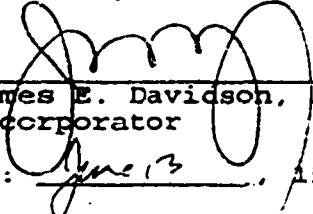


JOHN G. METCALF  
MY COMMISSION # CC354303 EXPIRES  
March 9, 1998  
BOKARD THRU TROY FARM INSURANCE, INC

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

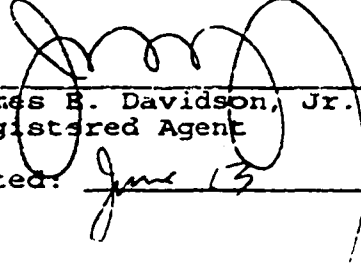
SAINT JOHNS NORTHWEST RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2395 INTERNATIONAL GOLF PARKWAY, ST. AUGUSTINE, FLORIDA 32095-8427, HAS NAMED JAMES E. DAVIDSON, JR. WHOSE ADDRESS IS 2395 INTERNATIONAL GOLF PARKWAY, ST. AUGUSTINE, FLORIDA 32095-8427, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

SAINT JOHNS NORTHWEST  
RESIDENTIAL PROPERTY OWNERS  
ASSOCIATION, INC.

By:   
James E. Davidson, Jr.  
Incorporator

Dated: June 13, 1996

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

  
James E. Davidson, Jr.  
Registered Agent

Dated: June 13, 1996

BYLAWSOFSAINT JOHNS NORTHEAST MASTER ASSOCIATION, INC.I. DEFINITIONS.

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

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Saint Johns Northeast Master Association, Inc. ("Association") shall be at 2395 International Golf Parkway, St. Augustine, Florida 32095-8427, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

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

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

IV. BOARD OF DIRECTORS.

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

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. ELECTION OF DIRECTORS.

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

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

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

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

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

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

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.
2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.
3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.
4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.
5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.
6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.
8. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

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

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

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

3. With reference to assessments of the Association:

- (a) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;
- (b) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and
- (c) To send written notice of each assessment to every Member subject thereco.

#### VII. DIRECTORS MEETINGS.

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

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

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

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

VIII. OFFICERS.

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

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

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

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

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

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

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

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

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each

fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

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

#### IX. COMMITTEES.

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

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

#### X. BOOKS AND RECORDS.

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

#### XI. MEETINGS OF MEMBERS.

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

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

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address.



Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding a majority of the total votes in the Association as established by the Articles of Incorporation shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

### XIII. PROXIES.

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited, but not general, proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these Bylaws, or for any other matter that requires or permits a vote of the Members.

B. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property.

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

### XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Saint Johns Northeast Master Association, Inc., not for profit, 1996.

### XIV. AMENDMENTS.

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

XV. INCONSISTENCIES.

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

## ROYAL PINES PARKWAY

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°53'47" WEST AND A CHORD DISTANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°17'27" WEST, A DISTANCE OF 225.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 400.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 321.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°43'43" EAST AND A CHORD DISTANCE OF 312.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°44'53" EAST, A DISTANCE OF 133.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 850.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 919.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°15'19" WEST AND A CHORD DISTANCE OF 875.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°15'32" WEST, A DISTANCE OF 66.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 583.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°25'14" WEST AND A CHORD DISTANCE OF 560.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21°25'04" EAST, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°25'17" WEST AND A CHORD DISTANCE OF 808.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" WEST AND A CHORD DISTANCE OF 444.94 FEET

TO A POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 609.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°55'35" EAST AND A CHORD DISTANCE OF 578.39 FEET TO A POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 185.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 230.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°59'45" EAST AND A CHORD DISTANCE OF 215.67 FEET TO A POINT OF CUSP OF A CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°10'25" EAST AND A CHORD DISTANCE OF 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 599.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 35°55'47" EAST AND A CHORD DISTANCE OF 570.49 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°45'08" WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'05" WEST AND A CHORD DISTANCE OF 95.25 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°08'23" WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°10'56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°01'42" EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°15'38" EAST, A DISTANCE OF 405.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°25'17" EAST AND A CHORD DISTANCE OF 525.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°25'04" WEST, A DISTANCE OF 201.54 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 485.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING OF SOUTH 06°25'14" EAST AND A CHORD DISTANCE OF 466.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34°15'32" EAST, A DISTANCE OF 247.04 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 703.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°15'19" EAST AND A CHORD DISTANCE OF 669.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°44'53" WEST, A DISTANCE OF 313.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 241.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°43'43" WEST AND A CHORD DISTANCE OF 234.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°17'27" EAST, A DISTANCE OF 225.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°53'47" EAST AND A CHORD DISTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°30'05" EAST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°29'55" EAST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF CUSP AT THE AFORESAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE SOUTH 44°29'54" WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.41 ACRES MORE OR LESS.

## ROYAL PINES PARKWAY

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°53'47" WEST AND A CHORD DISTANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°17'27" WEST, A DISTANCE OF 225.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 400.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 321.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°43'43" EAST AND A CHORD DISTANCE OF 312.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°44'53" EAST, A DISTANCE OF 133.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 850.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 919.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°15'19" WEST AND A CHORD DISTANCE OF 875.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°15'32" WEST, A DISTANCE OF 66.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 583.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°25'14" WEST AND A CHORD DISTANCE OF 560.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21°25'04" EAST, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°25'17" WEST AND A CHORD DISTANCE OF 808.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" WEST AND A CHORD DISTANCE OF 444.94 FEET

TO A POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 609.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°55'35" EAST AND A CHORD DISTANCE OF 578.39 FEET TO A POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 185.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 230.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°59'45" EAST AND A CHORD DISTANCE OF 215.67 FEET TO A POINT OF CUSP OF A CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°10'25" EAST AND A CHORD DISTANCE OF 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 599.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 35°55'47" EAST AND A CHORD DISTANCE OF 570.49 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°45'08" WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'05" WEST AND A CHORD DISTANCE OF 95.25 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°08'23" WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°10'56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°01'42" EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°15'38" EAST, A DISTANCE OF 405.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°25'17" EAST AND A CHORD DISTANCE OF 525.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°25'04" WEST, A DISTANCE OF 201.54 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 485.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING OF SOUTH 06°25'14" EAST AND A CHORD DISTANCE OF 466.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34°15'32" EAST, A DISTANCE OF 247.04 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 703.45 FEET, SAID ARC BEING SUBTENDEd BY A CHORD BEARING OF SOUTH 03°15'19" EAST AND A CHORD DISTANCE OF 669.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°44'53" WEST, A DISTANCE OF 313.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 241.06 FEET, SAID ARC BEING SUBTENDEd BY A CHORD BEARING OF SOUTH 04°43'43" WEST AND A CHORD DISTANCE OF 234.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°17'27" EAST, A DISTANCE OF 225.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDEd BY A CHORD BEARING OF SOUTH 31°53'47" EAST AND A CHORD DISTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°30'05" EAST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDEd BY A CHORD BEARING OF NORTH 89°29'55" EAST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF CUSP AT THE AFORESAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE SOUTH 44°29'54" WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.41 ACRES MORE OR LESS.



## WGV BOULEVARD

A PART OF SECTIONS 10, 43 AND 44 TOGETHER WITH A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY, LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST, A DISTANCE OF 475.00 FEET; THENCE NORTH 49°24'42" WEST, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST, A DISTANCE OF 871.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 702.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°23'58" WEST AND A CHORD DISTANCE OF 633.17 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2600.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 409.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°12'18" WEST AND A CHORD DISTANCE OF 409.39 FEET TO THE END OF SAID CURVE; THENCE NORTH 77°57'05" EAST, A DISTANCE OF 50.46 FEET; THENCE NORTH 14°27'25" WEST, A DISTANCE OF 100.09 FEET; THENCE NORTH 77°57'04" EAST, A DISTANCE OF 25.01

FEET; THENCE NORTH 13°29'58" WEST, A DISTANCE OF 100.03 FEET; THENCE SOUTH 77°57'04" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 12°31'49" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 77°57'05" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6000.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°46'20" WEST AND A CHORD DISTANCE OF 57.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°29'43" WEST, A DISTANCE OF 533.86 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 561.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°35'09" EAST AND A CHORD DISTANCE OF 554.00 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 196.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°09'22" EAST AND A CHORD DISTANCE OF 195.50 FEET TO THE END OF SAID CURVE; THENCE SOUTH 54°21'18" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 730.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 470.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 54°07'01" EAST AND A CHORD DISTANCE OF 452.59 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 870.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 181.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 66°37'24" EAST AND A CHORD DISTANCE OF 180.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 60°39'29" EAST, A DISTANCE OF 118.25 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 193.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°17'43" EAST AND A CHORD DISTANCE OF 180.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°14'56" EAST, A DISTANCE OF 167.91 FEET; THENCE NORTH 44°45'04" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 45°14'56" WEST, A DISTANCE OF 257.40 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°37'09" WEST AND A CHORD DISTANCE OF 224.40 FEET TO THE END OF SAID CURVE; THENCE SOUTH 59°31'58" WEST, A DISTANCE OF 470.60 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1363.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°01'08" WEST AND A CHORD DISTANCE OF 1277.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°29'43" EAST, A DISTANCE OF 533.86 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 6100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 325.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING OF SOUTH 13°01'28" EAST AND A CHORD DISTANCE OF 325.56 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 430.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09°37'17" EAST AND A CHORD DISTANCE OF 429.88 FEET TO THE POINT OF ANOTHER REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 858.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°23'58" EAST AND A CHORD DISTANCE OF 773.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°53'25" EAST, A DISTANCE OF 871.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 517.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°21'20" EAST AND A CHORD DISTANCE OF 506.98 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2922.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 397.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°42'21" EAST AND A CHORD DISTANCE OF 397.00 FEET TO THE END OF SAID CURVE; THENCE SOUTH 41°48'12" EAST, A DISTANCE OF 375.77 FEET; THENCE SOUTH 45°30'05" EAST, A DISTANCE OF 475.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 00°30'06" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF CUSP OF A CURVE, SAID POINT ALSO BEING IN THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY; THENCE NORTH 44°29'54" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.86 ACRES MORE OR LESS.

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

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

**SUPPLEMENTARY DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SAINT JOHNS - NORTHWEST MASTER  
(ADDITIONAL COMMON AREA)**

This Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Master is made as of the 21<sup>st</sup> day of December, 1998, by **SJH PARTNERSHIP, LTD.**, a Florida limited partnership ("Developer"), having an address of 101 East Town Place - Suite 100, St. Augustine, Florida 32092.

**RECITALS:**

A. The Developer has executed and recorded the Declaration of Covenants and Restrictions for Saint Johns - Northwest Master, which is recorded in Official Records Book 1185, at page 595, of the public records of St. Johns County, Florida (the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof;

B. The Developer is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Property").

C. Pursuant to Section 4.3 of the Declaration, the Developer intends to hereby designate the Property as Common Area.

**NOW THEREFORE**, the Developer hereby declares as follows:

1. Defined Terms. All defined or capitalized terms set forth in this Supplementary Declaration shall have the same meanings as such terms are defined by the Declaration.
2. Designation as Common Area. All of the Property is hereby designated as Common Area as provided by Section 4.3 of the Declaration.
3. Effective Date. This Supplementary Declaration shall become effective upon its recordation in the current public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Master to be duly executed as of the date first above written.

Signed, sealed and delivered in the presence of:

**SJH PARTNERSHIP, LTD.**, a Florida limited partnership

By: **SJ MEMPHIS, LTD.**, a Florida limited partnership, its general partner

By: **ST. JOHNS HARBOUR, INC.**, a Florida corporation, its general partner

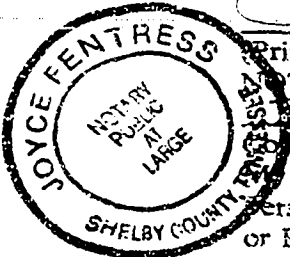
W. Stubblefield  
(Print Name W.H. STUBBLEFIELD)  
Carolyn Carr  
(Print Name Carolyn Carr)

By: [Signature]  
Louis Baioni  
Its President  
3797 New Getwell Road  
Memphis, Tennessee 38118

[CORPORATE SEAL]

STATE OF Tennessee )  
COUNTY OF Shelby )SS

The foregoing instrument was acknowledged before me this 21st day of December, 1998, by **LOUIS BAIONI**, the President of **ST. JOHNS HARBOUR, INC.**, a Florida corporation, the general partner of **SJ MEMPHIS, LTD.**, a Florida limited partnership, the general partner of **SJH PARTNERSHIP, LTD.**, a Florida limited partnership, on behalf of the partnership.



Joyce Fentress  
Print Name Joyce Fentress  
NOTARY PUBLIC, State of Tennessee at Large  
Commission # N/A  
Commission Expires: My Commission Expires Feb. 13, 2001  
Personally Known [initials]  
or Produced I.D. [initials]  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT A TO SUPPLEMENTARY DECLARATION**

**LEGAL DESCRIPTION**

The lands more particularly described on Exhibit A attached to that certain Conservation Easement recorded in Official Records Book 1217, at page 388 of the current public records of St. Johns County, Florida (Nos. 16, 17, 18).

The lands more particularly described on Exhibit A attached to that certain Conservation Easement recorded in Official Records Book 1217, at page 398 of the current public records of St. Johns County, Florida (No. 19).

The lands more particularly described on Exhibit A attached to that certain Conservation Easement recorded in Official Records Book 1217, at page 410 of the current public records of St. Johns County, Florida (No. 20).

The lands more particularly described on Exhibit A attached to that certain Conservation Easement recorded in Official Records Book 1217, at page 417 of the current public records of St. Johns County, Florida (No. 21).

The lands more particularly described on Exhibit A attached to that certain Conservation Easement recorded in Official Records Book 1217, at page 430 of the current public records of St. Johns County, Florida (No. 23).