

Prepared by and return to:

Christene M. Ertl

Ansbacher Law

8818 Goodbys Executive Drive

Jacksonville, Florida 32217

(904) 737-4600

File Number 070200

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**NOTICE OF PRESERVATION OF DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR
JULINGTON CREEK PLANTATION**

Pursuant to Chapter 712, Florida Statutes, The Marketable Record Title Act ("MRTA"), the undersigned does record this Notice of Preservation of Declaration of Covenants and Restrictions ("Notice") to preserve and protect the declaration of covenants and restrictions identified herein from extinguishment by operation of MRTA.

1. This Notice is effective as of **June 26, 2013** and is filed by **Julington Creek Plantation Property Owners' Association, Inc.**, a Florida not for profit corporation (the "Association"), whose address is c/o MAY Management Services, Inc., 1637 Race Track Road, Suite 206, St. Johns, Florida 32259, and which is charged with the enforcement of the rights, obligations and duties set forth in the Declaration of Covenants and Restrictions recorded in Official Records Book 655, Page 1821, Public Records of St. Johns County, Florida, as amended and supplemented.

2. A full and complete description of the lands affected by this Notice is all lands, tracts, and lots located within the plats recorded in the public records of St. Johns County, Florida and lands conveyed to the association in any of the deeds described in **Exhibit A** attached to this Notice; and all those lands, tracts and lots made subject to and described in the and described in the Declaration of Covenants and Restrictions recorded in O.R. Book 655, Page 1821, Public Records of St. Johns County, Florida, as amended and supplemented by the instruments recorded in the public records of St. Johns County, Florida described in **Exhibit B** attached to this Notice ("Declaration") and as otherwise amended and supplemented by instruments (including those not listed on Exhibit B) recorded in the public records of St. Johns County, Florida. This preservation action shall include and extend to all supplements and amendments of said Declaration.

3. The required affidavit, pursuant to Section 712.06(1)(b), Florida Statutes, of a member of the Board of Directors of the Association (the "Board") affirming that the Board provided the notice to the members of the Association required under the provisions of MRTA, is attached as **Exhibit C** to this Notice.

[SIGNATURES ON FOLLOWING PAGE]

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Executed this 17 day of December, 2013 by the undersigned.

Witnesseth:

1. Helen Mangham
Print Name: Helen Mangham

2. Colleen G. Winters
Print Name: Colleen G. Winters

Julington Creek Plantation Property Owners
Association, Inc., a Florida not for profit
corporation

By: [Signature]
Robert D. Ascher, its President

Attest: Marguerite H. Mytholar
Marguerite H. Mytholar, its Secretary

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 17th day of December,
2013 by Robert D. Ascher, as President, and Marguerite H. Mytholar, as Secretary for Julington
Creek Plantation Property Owners' Association, Inc., a Florida not for profit corporation. They
☒ are personally known to me or ☐ produced _____ as identification.

[Notary Seal]



CYNTHIA K. TRIMMER
MY COMMISSION # FF 049153
EXPIRES: August 27, 2017
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida
Printed Name: Cynthia K. Trimmer
My Commission Expires: _____

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EXHIBIT “A”

JULINGTON CREEK PLANTATION PROPERTY OWNERS ASSOCIATION INC.
Preservation Notice Exhibit A

NEIGHBORHOOD	PLAT Subdivision Folder	St. Johns County Map Book	St. Johns County Map Book Page number(s)
Plantation Island	Julington Creek #1	16	35-51
The Greens	Julington Creek, Unit Five	17	1-21
The Greens	Julington Creek, Unit Five	17	1-21
Brook Hollow	Julington Creek, Unit One, Second RePlat	27	6-7
Timber Trace	Julington Creek, Unit One, Second RePlat and First replat	26	82-83
Timber Trace	Julington Creek, Unit One, Second RePlat and First replat	27	6-7
Timber Trace	Julington Creek, Unit One, RePlat & Seventh RePlat	26	82-83
Timber Trace	Julington Creek, Unit One, RePlat & Seventh RePlat	27	47-48
Willow Pond	JCP Parcel 8	28	19-20
Willow Pond	Julington Creek, Unit One, Third RePlat	27	15-16
Willow Pond	Julington Creek, Unit One, Third RePlat	27	15-16
Entrance Davis Pond Blvd	Julington Creek, Unit One, Sixth RePlat	27	52-56
Summerchase	Summerchase	28	1-4
Summerchase	Summerchase	28	1-4
Rec Center	Original Recreation Area		
Club House	JC #5	17	1-21
Creekside	JCP Parcel 15	28	21-25
Bayberry	JCP Parcel 35, Ph 4A,4B,1	28	88-95
Bayberry	JCP Parcel 35, Ph 4A,4B,1	28	88-95

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NEIGHBORHOOD	PLAT Subdivision Folder	St. Johns County Map Book	St. Johns County Map Book Page number(s)
Bayberry	JCP Parcel 35, Ph 4A	32	62-70
Maplewood	JC#5	17	1-21
Edgewater	JCP Parcel 23, Ph 1	29	84-92
Deer Run	JCP Parcel 20, Ph 1	29	68-72
Fox Creek	JCP Parcel 21, Ph 1	30	40-44
Groveswood	JCP Parcel 48, Ph 1	31	73-78
4-way stop	JCP Parcel 34, Ph 1	32	62-70
Groveswood	JCP Parcel 48, Ph 1	31	73-78
4-way stop	JCP Parcel 34, Ph 1	32	62-70
Edgewater	JCP Parcel 23, Ph 2	31	50-57
The Parkes	Parkes of JCP, Unit Two A 1	31	44-49
The Parkes	Parkes of JCP, Phase 1	28	98-101
The Parkes	Parkes of JCP, Phase 1	28	98-101
The Parkes	Parkes of JCP, Phase 2 B	30	101-108
The Parkes	Parkes of JCP, Phase 2 B; Parkes of JCP, Phase 4	30	101-108
The Parkes	Parkes of JCP, Phase 2 B; Parkes of JCP, Phase 4	34	105-109
The Parkes	Parkes of JCP, Unit Three	32	79-83
Deer Run	JCP Parcel 20, Ph 2	31	97-101
Fox Creek	JCP Parcel 21 & 22, Ph 2	35	17-21
Sawmill Point	JCP Parcel 32 & 34, Ph 2	35	22-31
Woodbridge	JCP Parcel 31, Ph 1	33	37-44

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NEIGHBORHOOD	PLAT Subdivision Folder	St. Johns County Map Book	St. Johns County Map Book Page number(s)
Woodbridge	JCP Parcel 31, Ph 2	37	9-15
Southwood	JCP Parcel 24-25	34	82-90
Flora Branch Rd.	JCP Flora Branch/Durbin Creek	36	40-47
Flora Branch Rd.	JCP Flora Branch/Durbin Creek	36	40-47
Silver Creek	JCP Parcel 44, Phase 1A	34	19-27
Silver Creek	JCP Parcel 44, Phase 1A	34	19-27
Silver Creek	JCP Parcel 44, Phase 1A & B	35	5-11
Silver Creek	JCP Parcel 44, Phase 1B	35	5-11
The Parkes	Parkes of JCP, Phase 2C	35	93-97
Oak Point		16	35-51
West Gate	JCP Parcel 26-27	36	81-96
East Gate	JCP Parcel 26-27	36	81-96
Groviewood	JCP Parcel 48, Ph 2	50	1-4
East Gate	JCP Parcel 26-27	36	81-96
West Gate	JCP Parcel 28-29	39	46-54
Whispering Pines	JCP Parcel 54 Ph 1	38	51-56
Whispering Pines	JCP Parcel 53, Ph 1	41	1-8
The Parkes	Parkes of JCP, Phase Five	39	99-103
The Parkes	Parkes of JCP, Phase Five	39	99-103
The Parkes	Parkes of JCP, Phase Four	34	105-109
Deer Run	JCP Parcel 17	44	56-61
Pine Chase	JCP Parcel 56, Ph 1	41	83-91
Pine Chase	JCP Parcel 56, Ph 1	41	83-91

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NEIGHBORHOOD	PLAT Subdivision Folder	St. Johns County Map Book	St. Johns County Map Book Page number(s)
Pine Chase	JCP Parcel 56, Ph 2 & 5B	45	47-57
Eastwood	JCP Parcel 83, Ph 2 & 66	42	87-102
Eastwood	JCP Parcel 83, Ph 2 & 66	42	87-102
East Branch	JCP Parcel 67	42	29-34
West Branch	JCP Parcel 68, Pt sec 34-4-27	42	74-86
West Branch	JCP Parcel 68, Pt sec 34-4-27	42	74-86
Tiffany Oaks	JCP Parcel 64&65, Phase 2	44	86-98
Heritage Oaks	JCP Parcel 64&65, Phase 2	44	86-98
Manor Oaks	JCP Parcel 64&65, Phase 2	44	86-98
Pine Chase	JCP Parcel 57	47	50-55
Plantation Grove	JCP Parcel 76	49	3-8
Racetrack Rd.	JCP Parcel 80	45	6-15
The Parkes	Parkes of JCP, Phase Seven	43	28-32
Sutton Hollow	JCP Parcel 59	44	56-61
Manor Oaks	JCP Parcel 63&65, Phase 2	47	56-63
The Forest @ Creekside	JCP Parcel 16	45	1-5
Southbridge	Southbridge JCP, Parcel 43	43	65-73
Southbridge	Southbridge JCP, Replat	43	65-73
Plantation Grove	JCP Parcel 80	45	6-15
Plantation Estates	JCP Parcel 81, Ph 1&2	43	7-23
Magnolia Pointe	Plantation Estates @ JCP Parcel 82, Ph 1	54	74-87

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NEIGHBORHOOD	PLAT Subdivision Folder	St. Johns County Map Book	St. Johns County Map Book Page number(s)
East Gate	JCP Parcel 26-27	36	81-96
Southcreek	Southern Creek Ut 1,2	46	33-39;70-77
Riverside	Riverside at Julington Creek Plantation, Phase I; Riverside at Julington Creek Plantation, Phase II,III, IV	46	6-7
Magnolia Pointe	Plantation Estates @ JCP Parcel 82, Ph 1	54	74-87
Magnolia Pointe	Plantation Estates @ JCP Parcel 82, Ph 2	50	76-84
Plantation Estates	Plantation Estates @ JCP Parcel 82, Ph 2	50	76-84
Plantation Estates	Plantation Estates @ JCP Parcel 82, Ph 2	50	76-84
St. J. County Service Ctr			
Southern Creek	Southern Creek Unit Three	46	33-39
Maplewood	JCP Parcel 35, Ph 4B	30	81-86
Racetrack Rd. near JCE	Julington Creek, Un 5	17	1-21
Riverside	Riverside at Julington Creek Plantation, Phase II,III, IV	49	9-12
Riverside	Riverside at Julington Creek Plantation, Phase II,III, IV	49	9-12
Riverside	Riverside at Julington Creek Plantation, Phase II,III, IV	49	9-12
	Julington Creek Unit Two	16	52-63
	Julington Creek Unit Three	16	64-88

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NEIGHBORHOOD	PLAT Subdivision Folder	St. Johns County Map Book	St. Johns County Map Book Page number(s)
	Julington Creek Unit Four	16	89-110
	Julington Creek Unit Six	17	22-52
	Julington Creek Unit Seven	18	6-32
	Julington Creek Unit Eight	18	33-50
	Julington Creek Unit Nine	18	77-120
	Fourth Replat in Julington Creek Unit One	27	17-20
	First Replat in Julington Creek Unit Three	23	59-61
River Oaks Plantation	Unit One Replat	28	29-36
River Oaks Plantation	Unit Two	29	11 to 18
River Oaks Plantation	Replat of Lot 33 Unit One Replat	29	47-48
Summerchase	Julington Creek Unit 2	29	51-52
	Julington Creek Plantation Parcel 35 Phase 2	29	53-56
	Julington Creek Plantation Parcel 35 Phase 3	30	47-51
	Julington Creek Plantation Parcel 35.1 Phase 6	30	52-58
Chelsea Woods	Unit One	31	37-43
River Oaks Plantation	Unit Three	31	62-69
	Julington Creek Plantation Parcel 35 Phase 4A	31	102-107

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NEIGHBORHOOD	PLAT Subdivision Folder	St. Johns County Map Book	St. Johns County Map Book Page number(s)
River Oaks Plantation	Unit Two Replat of Lots 58-72	32	1 to 9
Bartram Oaks	Phase 1	33	23-27
Parkes	Phase Two-A2	34	101-104
Julington Creek	Parcel 48 Phase 2	35	12 to16
Julington Creek	Parcel 44 Phase 2A	35	99-103
Julington Creek	Parcel 10	37	4 to 8
Julington Creek	Parcel 44 Phase 2B	37	16-20
Julington Creek	Parcel 30	38	1 to 7
Julington Creek	Parcel 55 Phase 1	39	15-19
Bridgestone at Cunningham Creek	Unit Two	39	34-39
Julington Creek	Parcel 55 Phase 2	40	19-23
Julington Creek	Parcel 83 Phase 1	41	69-74
Julington Creek	Parcel 55 Phase 3	42	19-23
Southbridge	Parcel 43	42	43-51
Julington Creek	Parcel 86	42	103-107
Parkes	Phase Six	43	24-27
Julington Creek	Parcel 17	43	76-81
Stonehurst Plantation	Unit One-C	45	31-34
Julington Creek	Parcel 53 Phase 2	45	35-41
Julington Creek	Parcel 81 Phase 2	45	89-93
Julington Creek	Parcel 80 Replat	47	67-70
Julington Creek	Parcel 53 Phase 3	48	14-19

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NEIGHBORHOOD	PLAT Subdivision Folder	St. Johns County Map Book	St. Johns County Map Book Page number(s)
Southern Creek	Unit Three	49	60-66
Julington Creek	Parcel 52	58	82-85

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**DEEDS OR DEDICATIONS RECORDED IN ST. JOHNS COUNTY
OFFICIAL RECORDS**

BOOK	PAGE
1271	73-78
1375	359-62
1375	363-367
1375	368-372
1553	1734-1738
1553	1739-1742
1156	156-157
1440	70-94
1457	1710
1359	457-460
1026	2522-2529
1872	1521-1524
1192	1621-1626
1192	1627- 1631
1571	193
1705	1342-1367
1694	1074-1077
1694	1082-1092
1755	1875-1877
1873	1791-1794
2702	781-783
2836	1889
2836	1945
2320	708-714
1983	1182-1185
2855	551

2837	24
2647	1123
2982	1347
1400	1959-1966

EXHIBIT “B”

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GENERAL DEVELOPMENT CORPORATION)
A Delaware Corporation
TO WHOM IT MAY CONCERN

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 19th day of September, 1984, by GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Schedules "A" and "B" attached to this Declaration and desires to create thereon a planned residential community with open spaces and recreational facilities for the benefit of the said community; and,

WHEREAS, Developer desires to provide for the preservation of the values in said community and for the maintenance of said open spaces and recreational facilities; and to this end, desires to subject the real property described in Schedules "A" and "B" together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, easements, charges, fees and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Developer intends to incorporate or has incorporated under the laws of the State of Florida as a non-profit corporation, Julington Creek Property Owners' Association, Inc., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property described in Schedules "A" and "B" and such additions thereto as may be made pursuant to Article II, hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

Article I.
DEFINITIONS

Section 1. The following words, when used in this Declaration or any Declaration (unless the context shall prohibit), shall have the following meanings:

- a. "Association" shall mean and refer to Julington Creek Property Owners' Association, Inc.
- b. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- c. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties which are intended to be devoted to common use and enjoyment of the owners of The Properties, as more fully described in Article II, Section 2 hereof and on Schedule "B" attached hereto.
- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties designed and intended for single-family residential use.
- e. "Acre" shall mean and refer to any acre or fraction thereof within a commercial or multi-family tract within The Properties.
- f. "Living Unit" shall mean and refer to any house, apartment, condominium apartment, cooperative apartment, villa, townhouse, patio home, cluster home, or the like, situated upon The Properties designed and intended for use and occupancy as a residence by a single family. A "Living Unit" shall be deemed to exist when a "Certificate of Occupancy" or equivalent has been issued for the

Prepared by and return to: Peter L. Breton
General Development Corp., Legal
1111 S. Bayshore Drive
Miami, FL 33131

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Living Unit or building in which the Living Unit is located; from and after that event, the Lot or Acre(s) upon which the Living Unit stands shall not be considered for purposes of voting or assessments.

g. "Business Unit" shall mean and refer to any portion of a building or structure situated upon The Properties designed and intended for use and occupancy as a business, office or commercial enterprise by a single entity. A "Business Unit" shall be deemed to exist when a "Certificate of Occupancy" or equivalent has been issued; from and after that event, the Acre(s) upon which the Business Unit stands shall not be considered for purposes of voting or assessments.

h. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Acre, Living Unit, or Business Unit, but notwithstanding any applicable theory concerning a mortgage encumbering any Lot, Acre, Living Unit, or Business Unit shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

i. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

Article II.
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in St. Johns County, Florida, and is more particularly described as follows:

Lots and tracts situated in JULINGTON CREEK UNIT ONE through JULINGTON CREEK UNIT SIX, subdivisions according to the plat thereof, as recorded sequentially in Map Book 16, Pages 33-111 & Map Book 17, Pages 1-52 of the Public Records of St. Johns County, Florida, as shown on Schedules "A" and "B" attached hereto.

all of which said lots and tracts shall hereinafter be referred to as "The Properties".

Section 2. Common Properties. The properties described in Schedule "B" attached hereto shall be referred to as "Common Properties", shall be dedicated as recreational and/or park areas, for drainage and utility purposes and for ingress and egress and that the use of said common properties shall be restricted and devoted to the common use and enjoyment of the owners of "The Properties" as herein defined, and such other persons as may be granted membership privileges as hereinafter described.

Section 3. Additions to Existing Property. Additional land may become subject to this Declaration in the following manner:

a. Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file or record a Supplemental Declaration of Restrictions.

b. Additions by Developer. Developer declares that it is its intent to enlarge the coverage of the Julington Creek Property Owners' Association, Inc., to include all property owned or to be owned by Developer in St. Johns County, Florida. Accordingly, Developer reserves the right to file or record Supplemental Declarations from time to time adding property then owned by Developer in St. Johns County, Florida, to the scheme of this Declaration and to subject it to the jurisdiction of the Association. This right may be exercised in Developer's sole discretion, before or after turnover of control of the Association, and with no requirement of a vote of the membership or joinder of any other person or entity.

c. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing

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properties except as hereinafter provided. In no event shall any merger, consolidation or dissolution of the Association impose upon the City of any responsibility or liability for the enforcement of the covenants and restrictions contained herein or for the maintenance of any common properties dedicated herein to private use.

**Article III.
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Acre, Living Unit, or Business Unit which is subject by these covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members who are current in the payment of their maintenance assessments shall be entitled to one vote for each Lot, Acre, Living Unit, or Business Unit in which they hold the interests required for membership by Section 1 of this Article. When more than one person holds such interest or interests in any Lot, Acre, Living Unit, or Business Unit, all such persons shall be members, and the vote for such Lot, Acre, Living Unit, or Business Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot, Acre, Living Unit, or Business Unit.

Class B. The Class B members shall be the Developer. The Class B member shall be entitled to nine votes for each Lot, Acre, Living Unit, or Business Unit in which it holds the interests required for membership by Section 1 of this Article, provided that the Class B membership shall cease and become converted to Class A membership with all voting rights of Class A membership on the happening of the following event:

Within one hundred twenty (120) days after the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership.

The Developer is prepared to convey, upon such event, a legal title to the Common Properties as provided in Article IV, Section 2 hereof.

From and after the happening of this event, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot, Acre, Living Unit, or Business Unit in which it holds the interests required for membership under Section 1 of this Article.

Section 3. Turnover. Upon the happening of the event described in Section 2, or at such earlier date as the Developer may determine, a meeting of members shall be called for the purpose of electing officers and directors; the then officers and directors shall submit their written resignations, the Class A Members shall elect their own officers and directors and assume control of the Association. Provided, however, that so long as GENERAL DEVELOPMENT CORPORATION is the owner of one Lot, Acre, Living Unit, or Business Unit in the said subdivision, it shall be entitled to appoint one member of the Board of Directors, who shall be removable and replaced only by the Developer.

The Developer can turn over control of the Association to members by calling a meeting for the election of directors prior to the time it owns fewer than ten (10%) percent of the Lots, Acres, Living Units, or Business Units, or in its sole discretion, by causing all of its appointed directors to resign. At such time as the Developer's directors resign or the Developer is otherwise obligated or desires to turn over control of the Association or call the first meeting of members for the election of directors, it shall be the affirmative obligation of the members to elect directors and assume control of the Association. Provided at least 30 days' notice of Developer's decision to cause its directors to resign or to hold the first meeting for the election of directors is given to members, neither the Developer nor such directors shall be liable in any manner in connection with such resignations even if the members refuse or fail to assume control or to attend such meeting.

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Within a reasonable time after members first elect the members of the Board of Directors of the Association (but not more than 30 days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association title to all property to be owned or controlled by the Association then held by or controlled by the Developer. Notwithstanding the foregoing, the Developer may vote in respect of its Lots, Acres, Living Units, or Business Units at all meetings of members whether annual or special.

Section 4. Quorum. Except as provided in Article V, Sections 5 and 6 hereof, the presence at any regular or special meeting of members entitled to cast, or of proxies entitled to cast, one-third of the combined votes of both classes of membership shall constitute a quorum for any action governed by the Articles of Incorporation or by the By-Laws of this Corporation.

Article IV. PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member subject to assessments as provided in Article V, Section 4 hereof, shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot, Acre, Living Unit, or Business Unit.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time, as in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its successors and assigns that subject to the foregoing, it shall convey the Common Properties to the Association not later than the date on which control of the Association is turned over to the Class A Members as provided in Article III, Section 2 hereof, free and clear of all liens and encumbrances, except real property taxes for the year in which the conveyance takes place and any easements granted by the Developer pursuant to Section 6 of this Article.

Section 3. Use of Common Properties for Drainage. The Common Properties lie within the boundaries of an existing Municipal Service Taxing District created pursuant to Ordinance #82-17 of St. Johns County. The Municipal Service Taxing District has been created to maintain the roads and drainage, lighting and parks within The Properties, except that drainage attendant to and integral to the Common Properties. The Common Properties may be used for drainage and the temporary retention of storm water runoff from The Properties and other contiguous property, as well as for open space, recreation, rights of ingress and egress, and other related activities. No structure, planting or other material shall be placed or permitted to remain in the Common Properties which might impair or interfere with the drainage or temporary retention of storm water runoff of The Properties or other contiguous property.

a. As hereinbefore provided, the obligation to maintain the Common Properties for drainage purposes shall be an obligation of the Association unless and until the area becomes subject to a governmental authority for maintenance and control thereof at which time the Association shall relinquish control and each member of the Association shall be required to make payments of the assessment established by the governmental authority.

b. In the event this Association is dissolved or otherwise ceases to exist, then in such event the Association shall have the right to assign, transfer and deliver over to a governmental authority or to any other like organization the powers herein reserved to this Association. However, the local government authority and any special assessment district created thereby is under no obligation to accept any such assignment or transfer.

c. In the event that the Common Property is required to be maintained by the existing Municipal Special Taxing District in the future, then the Association herein described, i.e., Julington Creek Property Owners' Association, Inc., shall relinquish control of the drainage system and transfer title thereto to such district. In such event the maintenance assessments hereinafter referred to shall be reduced by the amount the Association has budgeted for maintenance and control of the drainage system, and the Class "A" members shall be billed and shall be responsible for payment of their individual share to such maintenance district for the Common Properties. In the event that the Association establishes a higher level of maintenance over the drainage system than that required by the governmental authority, then in such event the assessments will

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be increased by that amount and shall be payable proportionately by the Class "A" Members.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. the right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lenders' right hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,
- b. the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,
- c. the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment and voting rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,
- d. the right of the Association to charge reasonable admission and other fees for the use of the Common Properties, as provided in Section 8 of this Article; and,
- e. the right of individual Members to the exclusive use of parking spaces as provided in Section 5 of this Article; and,
- f. the drainage and temporary retention of storm water runoff uses of the Common Properties referred to in Section 3 of this Article, and elsewhere herein; and,
- g. the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility, subject to the acceptance of such dedication or transfer by the public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to the purposes or as to the conditions hereof shall be effective unless an instrument signed by the President and Secretary of the Association be recorded, certifying that at a special or regular meeting of members called for such purpose, of which written notice was sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting, a two-thirds (2/3) majority of the combined votes of both classes of Members who voted in person or by proxy was obtained, agreeing to such dedication or transfer.

Section 5. Parking Rights. The Association may designate and maintain upon the Common Properties certain parking spaces for the exclusive use of the Members, their families and guests. The use of any such parking space by any other person may be enjoined by the Association or the Members entitled thereto. No parking shall be permitted in other than designated parking areas.

Section 6. Utility Easements. There is reserved unto the Developer until the date on which control of the Association is turned over to the Class "A" Members as provided in Article III, Section 2 hereof, the right to grant easements for the installation and maintenance of public utilities and temporary roads on the Common Properties in addition to those already reserved. No such grant shall require the removal or relocation of any improvements existing on the Common Properties on the date of the grant.

Section 7. The Association has the right to grant permits, licenses and easements over the Common Properties for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 8. Admission Fees. The Association may charge reasonable admission and other fees as a condition of use of the recreational facilities by the members. The Association may open the enjoyment of such facilities to the general public upon the payment of such admission and other fees as are established from time to time. The Association may control access to the golf course by requiring that a membership

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be purchased as a prerequisite to use of the golf course. Such memberships shall be upon such terms and conditions as the Association shall determine.

The Developer, for itself, its successors and assigns, hereby covenants that as long as it controls the Board of Directors of the Association:

- a. No admission or other fees shall be charged to Owners for the use of the swimming pool or clubhouse, except as provided in Section 4.a. of this Article; and,
- b. Golf club memberships shall not be offered for increments of more than one year; and
- c. In the event that demand for golf club memberships exceeds availability in any offering, preference in allocation shall be given to Owners, residents of the Properties, and the general public, in that order.

Article V.
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Except as hereinafter more fully provided, the Developer, for each Lot, Acre, Living Unit, or Business Unit owned by it within the properties as more particularly described in attached Schedule A, hereby covenants and each Owner of any Lot, Acre, Living Unit, or Business Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- a. Annual assessments, fees or charges; and,
- b. Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; and
- c. Assessments for drainage maintenance; and
- d. Initial working capital fund assessment;

The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, as well as for the purpose of payment for drainage maintenance and, where applicable, taxes assessed by the existing Municipal Service Taxing Unit.

The Association shall establish and maintain an adequate reserve fund to provide for the periodic maintenance, repair and replacement of improvements to the Common Areas. The fund shall be maintained out of regular assessments for common expenses.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence on a date (which shall be the first day of a month) fixed by the Board of Directors of the Association herein called the "Date of Commencement".

The first Annual Assessment shall be levied for the balance of the calendar year in which it is imposed. The assessments for any year, after the first year, shall be divided by four and shall become due and payable on the first day of each calendar quarter (i.e. January, April, July, and October) of the calendar year, provided, however that if the Federal National Mortgage Association (FNMA) shall disapprove quarterly collection of assessments, then the assessment for any year, after the first

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year, shall be divided by twelve and shall become due and payable on the first day of each calendar month for the twelve months of the calendar year.

The amount of the first Annual Assessment shall be an amount which bears the same relationship to the Annual Assessment provided for in Section 4 hereof as the number of months remaining in the year of the first Annual Assessment (from and including the month of the Date of Commencement) bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at the time other than the beginning of any assessment period. The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 4. Basis and Maximum of Annual Assessments. Except as hereinafter otherwise provided, Annual Assessments for the initial year of operation of the Association shall be as follows:

- | | |
|------------------|----------|
| a. Lot | \$ 50.00 |
| b. Living Unit | \$ 80.00 |
| c. Acre | \$180.00 |
| d. Business Unit | \$540.00 |

These Annual Assessments are subject to proration as provided in Section 3 of this Article, and are subject to increase in subsequent years as provided herein below.

Except as otherwise provided, all assessments shall be payable from the date determined by the Board of Directors as provided in Section 3 of this Article.

Until control of the Association is delivered to the Class "A" Members, as provided in Article III, Section 2 hereof, the Developer shall pay the difference in cost between the amounts collected from the Class "A" Members and the actual cost of maintenance. Thereafter, the Developer shall be obligated to pay the same assessments paid by other Class "A" Members but shall not guarantee any deficiencies.

The Annual Assessment may be adjusted by vote of the membership, as hereinafter provided, for the next succeeding year and at the end of each such period of one year for each succeeding period of one year, or, at the discretion of the Board of Directors, the Annual Assessment may be increased annually, provided however, that such increase shall not be in excess of fifteen (15) percent above the assessment for the previous year.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 4 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 4 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 4 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3 hereof.

Provided further that no change in assessments affecting the Developer shall be made without the consent of the Developer first had and obtained.

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Section 7. Quorum for any Action Authorized under Sections 5 and 6. The quorum required for any action authorized by Section 5 and 6 hereof shall be as follows:

At the first meeting called, as provided in Section 5 and 6 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty-six and two thirds (66 2/3) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the Date of Commencement and the amount of the assessment against each Lot, Acre, Living Unit, or Business Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 3 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hand of the then Owner, his heirs, devisees, personal representatives and assigns. The Lot, Acre, Living Unit, or Business Unit Owner (except the Developer) agrees that it shall be liable for and promptly pay as and when due to the Association all assessments and special assessments as provided in the Articles of the Association and the By-Laws. The Lot, Acre, Living Unit, or Business Unit Owner agrees and understands that in the event that a Lot, Acre, Living Unit, or Business Unit Owner fails to make payment as and when due, the Association shall have the right to record a lien against the Lot, Acre, Living Unit, or Business Unit Owner's Lot, Acre, Living Unit, or Business Unit in the form of a statement signed by the President, Vice President, or Attorney of the Association in recordable form. The Association shall have the right to enforce the lien in the manner provided under Florida law for foreclosure of mortgage liens. The Lot, Acre, Living Unit, or Business Unit Owner shall pay interest on the amount owed at the highest rate permitted by law and all court costs and attorneys' fees incurred in collection, as well as all fees incurred in foreclosure of such lien. This lien shall be subordinate to the lien of mortgages recorded prior to recording of the lien hereunder, and also subordinate to a deed given to a mortgagee if an only if given in lieu of foreclosure of such prior recorded mortgage and in full satisfaction thereof. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. Provided, however, that no voluntary sale of any Lot, Acre, Living Unit, or Business Unit shall be effective, nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the Seller has paid all assessments to date. If no such certificate is obtained and recorded, the Purchaser shall be conclusively presumed to have assumed such past due assessments and shall become forthwith liable therefor. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law, and the Association may bring an action of law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such

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subsequent assessment, which again will be subordinated to the lien of a new first mortgage placed upon The Property or Properties.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; and (b) all Common Properties as defined in Article I, Section 1 hereof. However, said Common Properties shall be subject to St. Johns County taxes and Municipal Service Taxing District taxes and special assessments.

Section 12. Working Capital Fund. A working capital fund shall be established for the initial months of the project operation equal to a two months' estimated common area charge for each Lot, Acre, Living Unit, or Business Unit. Each Lot, Acreage, Living Unit, or Business Unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each Lot, Acre, Living Unit, or Business Unit and maintained in a segregated account for the use and benefit of the Association. Provided that the Owner of an unimproved Lot or Acre shall not be liable for the Working Capital Assessment until a Certificate of Occupancy for a Living Unit or Business Unit is issued, at which time such Owner shall promptly pay to the Association the Working Capital Fund Assessment. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

Article VI. COMMON PROPERTIES MAINTENANCE

Common Properties Maintenance may include, but is not necessarily limited to, the following items:

- a. Operating and maintaining certain specific areas for the benefit of Property Owners, including a golf course, golf course clubhouse, tennis courts, and swimming pool, hereinafter collectively referred to as the "Common Properties";
- b. Maintaining unkempt lands or trees;
- c. Fixing and collecting assessments (or charges) to be levied against The Properties, including maintenance charges for drainage areas;
- d. Enforcing any and all covenants, restrictions and agreements applicable to The Properties;
- e. Paying taxes and insurance, if any, on the Common Properties and facilities;
- f. Maintaining grounds of the Common Properties including mowing, fertilizing, insecticides, etc.;
- g. Cleaning and maintaining parking lot, if applicable;
- h. Removing waste from the Common Properties;
- i. Maintaining perimeter wall, if applicable;
- j. Paying the utilities costs for the Common Properties, including water, sewer and electricity;
- k. Paying for other miscellaneous services which may be required, such as exterminating services, security system maintenance and fire extinguisher services;
- l. Maintaining a reserve for future maintenance and repairs;
- m. Maintaining the private streets and roads, if any;
- n. Maintaining drainage areas within the Common Properties;
- o. Maintaining pool, if applicable, including cleaning, chemicals, maintenance of pumps, pool heating, including gas and maintenance of heating pumps, etc.;
- p. Maintaining air conditioning of recreation building, if applicable;

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q. Insofar as permitted by law, doing any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

**Article VII.
GENERAL PROVISIONS**

Section 1. Amendments. Anything in this Declaration to the contrary notwithstanding, this Declaration of Covenants and Restrictions may be amended from time to time by the Developer prior to "turnover" of control of the Association. After "turnover", the Association may amend the Declaration by recording among the Public Records of St. Johns County, Florida, an instrument executed by the President and attested to by the Secretary of the Association indicating that at a meeting called for that purpose, the fee owners of two-thirds (2/3) of the Lots, Acres, Living Units, or Business Units in the hereinabove described property have approved such amendment. Provided, however, that no such amendment may be made subsequent to the date on which control of the Association is turned over to the Class "A" Members as provided herein, without written consent of GENERAL DEVELOPMENT CORPORATION, its successors and/or assigns; provided further that no amendment affecting the rights or obligations of GENERAL DEVELOPMENT CORPORATION, its successors or assigns, may be made after the "turnover" without the written consent of General Development Corporation its successors and/or assigns; and that no such amendment shall affect or interfere with vested rights previously acquired by Owners of Lots, Acres, Living Units, or Business Units.

Section 2. Dissolution by Developer. Developer reserves the right to cancel, annul and release this Declaration if, at its sole option, Developer decides to either:

- a. Retain ownership of the Common Properties to construct and operate a private, for-profit recreation amenity; or.
- b. Convey ownership of the Common Properties to a third party to construct and operate a private, for-profit recreation amenity.

Developer may exercise this right at any time prior to the date of Commencement of Annual Assessments as defined above. Exercise of this right shall not require the consent or joinder of any other person, and shall not affect or interfere with the vested rights of any Owner.

In the event Developer exercises this right, Developer may also dissolve the Julington Creek Property Owners' Association, Inc., without the consent or joinder of any other person.

Section 3. Duration. Except as provided in Sections 1 & 2 hereof, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration and their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, unless the same be amended, modified or revised pursuant to the provisions of Section 1 of this Article. Thereafter, and after the expiration of said initial twenty (20) year period, said covenants shall be automatically extended for successive periods of ten (10) years unless amended, modified, or revised as provided in Section 1 of this Article.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Enforcement. Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, Developer shall have the right, whenever there shall have been built on any Lot or Acre any structure which is in violation of these covenants and restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owners; and such entry and abatement or removal shall not be deemed a trespass.

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Section 6. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision hereof, which shall remain in full force and effect.

Section 7. Information. The Association is required to make available to Lot, Acre, Living Unit, or Business Unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the declaration, by-laws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 8. Financial Statements. Any holder of a first mortgage shall be or is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 9. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the property number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of

a. Any condemnation loss or any casualty loss which affects a material portion of the project or any property on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

b. Any delinquency in the payment of assessments or charges owned by an owner of a property subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

d. Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 10. Insurance and Fidelity Bonds. The Association has a duty to maintain in effect casualty and liability insurance and fidelity bond coverage as specified in Section 803.07p of the FNMA Conventional Home Mortgage Selling Contract Supplement.

Article VIII. ENVIRONMENTAL CONTROL COMMITTEE

Section 1. Appointment of Committee. There shall be appointed by the Board of directors of the Association, an Environmental Control Committee, which committee shall consist of three or more members.

Section 2. Review by Committee. After "turnover", the Committee, in its review of all proposed construction, modifications, or alterations to existing structures, shall be guided by the following standards of environmental control, to wit: those included in the recorded Declaration of Restrictions applicable to the particular property; and,

a. **Architectural Control.** No building, fence, wall, or other addition or modification to existing structures shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein, including patio covers, be made until the plans, drawn to appropriate scale, and specifications showing the nature, kind, shape, height, material and location of the same including exterior color scheme shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the Environmental Control Committee. Approval or disapproval of the same shall be made by the Committee and returned to the applicant within a reasonable time, not to exceed forty-five (45) days after receipt of same.

b. **Existing Trees.** Existing trees on the property will not be removed unless their removal proves to be necessary due to the emplacement of the structure or structures. Location and size of all existing trees, including those proposed to be removed, shall be indicated on landscaping plans and specifications, and subject to the approval of the Environmental Control Committee.

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c. Landscaping Approval. No trees, bushes, shrubs or plants which at maturity and without clipping or pruning thereof, would exceed the height of the Living Unit on any lot or in the Common Property shall be planted or emplaced until the plans and specifications for the placement of any such trees, bushes, shrubs or plants have been submitted to and approved by the Environmental Control Committee as to the preservation of the natural view and aesthetic beauty which each Lot and the community is intended to enjoy. Said plans as submitted shall show in detail and to scale the proposed elevations and locations of said trees, bushes, shrubs or plants, including the locations of same in relation to all other Lots subjects to these restrictions.

Section 3. Attorneys' Fees. In all litigation involving architectural or environmental control, the prevailing party shall be entitled to collect and shall be awarded attorneys' fees and court costs.

IN WITNESS WHEREOF, GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, authorized to do business in the State of Florida, has caused these presents to be executed by its proper officers who are thereunto duly authorized, and its corporate seal to be affixed at Miami, Dade County, Florida, this 19th day of September, 1984.

GENERAL DEVELOPMENT CORPORATION

BY: 
TORE T. DEBELLA
SENIOR VICE PRESIDENT

Attest:

NANCY H. ROEN
Secretary

STATE OF FLORIDA)
COUNTY OF DADE) ss.

I HEREBY CERTIFY that on this 19th day of September, 1984, before me personally appeared Tore T. DeBella and Nancy H. Roen, Senior Vice President and Secretary, respectively, of GENERAL DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in the State of Florida, known by me to be the persons described in and who executed the foregoing Declaration of Restrictions as such officers of said Corporation for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Corporation, and that said instrument is the act and deed of said Corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.


NOTARY PUBLIC, STATE OF
FLORIDA AT LARGE

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BORNED INTO GENERAL INSURANCE CO.
MY COMMISSION EXPIRES JULY 24 1988

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SCHEDULE "A"
Existing Properties of
Julington Creek
Property Owners' Association, Inc.
All Lying and Being in the Plats Entitled
JULINGTON CREEK UNIT ONE through JULINGTON CREEK UNIT SIX,
subdivisions according to the plat thereof,
as recorded sequentially in Map Book 16,
Pages 35-111 & Map Book 17, Pages 1-52,
of the Public Records of
St. Johns County

All Lots, Blocks and Tracts within said Plats

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SCHEDULE "B"
Common Properties of
Julington Creek
Property Owners' Association, Inc.

Tracts H, J, K and L of

JULINGTON CREEK UNIT ONE.

a subdivision according to the plat thereof,
as recorded in Map Book 16, Page 35; and,

Tract D of

JULINGTON CREEK UNIT FIVE.

a subdivision according to the plat thereof,
as recorded in Map Book 17, Page 1 of
the Public Records of St. Johns County

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PUBLIC RECORDS
ST. JOHNS COUNTY
SEP 20 PM 12:23
Clerk of Court

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EXHIBIT “C”

Exhibit C

AFFIDAVIT

Before me, the undersigned authority, personally appeared the undersigned, who being by me first duly sworn, on oath, deposes, and says that:

1. He is the President of Julington Creek Plantation Property Owners' Association, Inc., a Florida not for profit corporation (the "Association"), and he is a member of the Board of Directors of the Association (the "Board").
2. The Board caused a statement of marketable title action in substantially the form required by Section 712.061(1)(b), Florida Statutes, to be mailed to all of the members of the Association in accordance with Section 712.05(1), Florida Statutes, in connection with that certain Notice of Preservation of Declaration of Covenants and Restrictions ("Notice") affecting the lands described in the Notice, such lands being commonly known as Julington Creek Plantation.
3. At a meeting of the Board on June 26, 2013, held in accordance with the requirements of Section 712.05(1), Florida Statutes, all of the members of the Board unanimously approved preserving and protecting the Declaration of Covenants and Restrictions recorded in Official Records Book 655, Page 1821, Public Records of St. Johns County, Florida, as amended and supplemented (the "Declaration", which term includes all amendments and supplements), from extinguishment by operation of Chapter 712, Florida Statutes ("MRTA").
4. This affidavit is given in fulfillment of the requirements of Section 712.06(1)(b), Florida Statutes, and in furtherance of preserving the Declaration from extinguishment by MRTA.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and the facts stated in it are true.

AFFIANT:



Robert D. Ascher

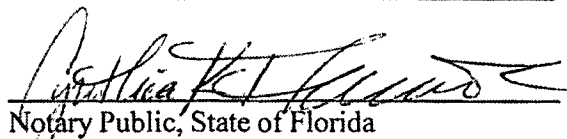
State of Florida

County of St. Johns

The foregoing instrument was sworn to and subscribed before me this 17 day of December, 2013 by Robert D. Ascher. He ☒ is personally known to me or ☐ has produced _____ as identification.



CYNTHIA K. TRIMMER
MY COMMISSION # FF 049153
EXPIRES: August 27, 2017
Bonded Thru Budget Notary Services


Notary Public, State of Florida

Printed Name: CYNTHIA K. TRIMMER

My Commission Expires: _____

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AMENDMENT TO
RECIPROCAL EASEMENT AGREEMENT

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THIS AMENDMENT is made this 21st day of April, 1993, by and between ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation authorized to do business in the state of Florida, formerly known as General Development Corporation ("Land Developer") and JULINGTON CREEK GOLF, LTD., a Florida limited partnership ("Course Developer").

RECITALS

A. Land Developer and Course Developer entered into that certain Reciprocal Easement Agreement recorded in Official Records Book 929, page 750 of the public records of St. Johns County, Florida ("Agreement").

B. Pursuant to the terms of the Agreement, Course Developer had certain obligations to develop and operate a public golf course facility over and across certain real property more particularly described therein and referred to as the "Course Property".

C. The Course Property is adjacent to certain lands owned by Land Developer more particularly described therein and referred to as "Adjacent Property".

D. Contemporaneously herewith, Course Developer and Land Developer have exchanged certain parcels of land, with the intent of incorporating the parcels each receives into their respective property.

E. In connection therewith, the parties desire to modify the Agreement so that the terms and conditions encumber the Adjacent Property and the Course Property as modified.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Legal Description of Adjacent Property.** The term "Adjacent Property" as used in the Agreement shall mean and refer to the land described in Exhibit A of the Agreement as hereby amended by adding to such legal description of the Adjacent Property the lands more fully described in Exhibit A attached hereto and made a part hereof, which lands are hereby deleted from the legal descriptions of "Course Property" as set forth in Exhibit B of the Agreement.

2. **Legal Description of Course Property.** The term "Course Property" as used in the Agreement shall mean and refer to the land described in Exhibit B of the Agreement as hereby amended by adding to such legal description of the Course Property the lands more fully depicted in Exhibit B attached hereto and made a part hereof, which lands are hereby deleted from the legal description of "Adjacent Property" as described in Exhibit A of the Agreement.

3. **Effect of Modification of Legal Description.** As of the date of recording this Amendment, all terms, conditions and easements granted and reserved in the Agreement which are binding upon or inure to the benefit of the Course Property shall be binding upon or inure to the benefit of the Course Property as described in Exhibit B attached hereto and any owner or mortgagee of any portion thereof. As of the date of recording this Amendment all terms, conditions and easements granted and reserved in the Agreement which are binding upon or inure to the benefit of the Adjacent Property shall be binding upon or inure to the benefit of the Adjacent Property

Recorded in Public Records St. Johns County, FL
Clerk # 93013354 O.R. 990 PG 1481 03:12PM 05-07-93
Recording 77.00 Surcharge 10.00

as described in Exhibit A attached hereto and made a part hereof and any owner or mortgagee of any portion thereof.

4. Except as amended herein the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the undersigned sets their hands and seals as of the date set forth above.

Witnesses:

Print Name

Print Name

ATLANTIC GULF COMMUNITIES CORPORATION

By:

Print Name J. THOMAS GILLETTE, III

Its Vice President

(CORPORATE SEAL)

Whose Address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

Witnesses:

Print Name

Print Name

JULINGTON CREEK GOLF, LTD.

By Riverside Golf Group, Inc

By:

Print Name Kim F. Bazzan

Its Vice President

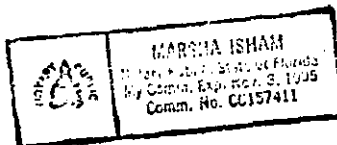
(CORPORATE SEAL)

Whose Address is:
645 Riverside Avenue
Jacksonville, Florida 32204

STATE OF FLORIDA
COUNTY OF DURAK

This foregoing instrument was acknowledged before me this 21st day of April, 1993, by J. Thomas Gillette III, the Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in the state of Florida, formerly known as General Development Corporation, on behalf of the Corporation, who is personally known to me or who produced _____ a Identification and who did not take an oath.

Print Name Marsha Isham
Notary Public, State of Florida
My Commission Expires: _____
Commission Number _____



(SEAL)

O.R. 990 PG 1483

STATE OF FLORIDA
COUNTY OF Duval

This foregoing instrument was acknowledged before me this 13th day of April, 1993, by Ken F. Bosaur, the Vice President of Riverside Golf Group, Inc., a Florida corporation, general partner of Julington Creek Golf, Ltd., a Florida limited partnership, on behalf of the Partnership, who is personally known to me or who produced _____ a identification and who did not take an oath.

Leslie C. Bowley
Print Name LESLIE C. BOWLEY
Notary Public, State of Florida
My Commission Expires: _____
Commission Number _____



LESLIE C. BOWLEY
MY COMMISSION # CC 215040 EXPIRES
August 9, 1996
BONDED THRU TROY FARM INSURANCE, INC.

(SEAL)

JAX-50086.2

PARCEL H - 1

A PART OF TRACT "H" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 55 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE MOST EASTERLY CORNER OF LOT 1, BLOCK 10, AS SHOWN ON SAID PLAT OF JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID PLAT (A 60 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 248.70 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 119.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 33°10'23" EAST AND A CHORD DISTANCE OF 117.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 77°55'44" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, A DISTANCE OF 148.90 FEET; THENCE SOUTH 57°11'58" WEST ALONG A LINE TO ITS INTERSECTION WITH A SOUTHEASTERLY CORNER OF THE AFORESAID JULINGTON CREEK UNIT ONE, BLOCK 10, A DISTANCE OF 176.88 FEET; THENCE NORTH 45°30'17" EAST ALONG A SAID SOUTHEASTERLY LINE OF BLOCK 10, A DISTANCE OF 322.06 FEET TO THE POINT OF BEGINNING.

PARCEL H - 2

A PART OF TRACT "H" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 55 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "H", SAID CORNER LYING ON THE EASTERLY LINE OF TRACT "E" AT THE SOUTHWEST CORNER OF TRACT "G-10", ALL SHOWN ON SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 82°27'30" EAST ALONG THE NORTH LINE OF SAID TRACT "H", A DISTANCE OF 353.85 FEET TO THE POINT OF BEGINNING, THENCE NORTH 52°03'35" EAST ALONG THE SOUTH LINE OF SAID LOT 14, BLOCK 10, A DISTANCE OF 48.96 FEET; THENCE SOUTH 05°05'10" WEST, A DISTANCE OF 123.58 FEET; THENCE NORTH 16°44'46" WEST, A DISTANCE OF 95.94 FEET TO THE POINT OF BEGINNING.

PARCEL H - 3

A PART OF TRACT "H" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 55 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 69°40'53" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG A NORTH LINE OF SAID TRACT "M", A DISTANCE OF 95.82 FEET; THENCE SOUTH 46°18'41" WEST CONTINUING ALONG A NORTH LINE OF SAID TRACT "M", A DISTANCE OF 227.37 FEET; THENCE SOUTH 52°42'10" WEST CONTINUING ALONG A NORTH LINE OF SAID TRACT "M", A DISTANCE OF 924.03 FEET; THENCE NORTH 50°29'45" EAST, A DISTANCE OF 1130.28 FEET; THENCE NORTH 57°57'37" EAST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, A DISTANCE OF 123.93 FEET; THENCE SOUTH 19°26'46" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, A DISTANCE OF 36.60 FEET TO THE POINT OF BEGINNING.

Exhibit A
to
Reciprocal Easement Agreement
"Adjacent Property"

PARCEL H - 4

A PART OF TRACT "H" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 55 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF TRACT "M", AS SHOWN ON THE PLAT OF SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 43°32'30" WEST ALONG A SOUTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 248.09 FEET; THENCE SOUTH 74°49'33" WEST CONTINUING ALONG A SOUTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 425.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°55'36" WEST, A DISTANCE OF 277.98 FEET; THENCE SOUTH 70°04'15" WEST, A DISTANCE OF 351.28 FEET; THENCE NORTH 34°01'27" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID TRACT "M", A DISTANCE OF 52.66 FEET; THENCE NORTH 70°45'38" EAST ALONG A SOUTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 393.53 FEET; THENCE NORTH 74°49'33" EAST CONTINUING ALONG A SOUTH LINE OF SAID TRACT "M", A DISTANCE OF 258.35 FEET TO THE POINT OF BEGINNING.

PARCEL H - 5

A PART OF TRACT "H" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 55 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF TRACT "M", AS SHOWN ON THE PLAT OF SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 43°32'30" WEST ALONG A SOUTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 248.09 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 66°35'11" WEST, A DISTANCE OF 155.43 FEET; THENCE SOUTH 79°30'47" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID TRACT "M", A DISTANCE OF 272.58 FEET; THENCE NORTH 74°49'33" EAST CONTINUING ALONG A SOUTH LINE OF SAID TRACT "M", A DISTANCE OF 425.49 FEET TO THE POINT OF BEGINNING.

PARCEL H - 6

A PART OF TRACT "H" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 55 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF TRACT "M", OF SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 516.06 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 19.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°16'55" EAST AND A CHORD DISTANCE OF 19.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°20'15" EAST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 58.41 FEET; THENCE SOUTH 66°02'07" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 157.28 FEET; THENCE SOUTH 52°50'04" WEST ALONG A LINE TO ITS INTERSECTION WITH A SOUTHERLY CORNER OF SAID TRACT "M", A DISTANCE OF 76.83 FEET; THENCE NORTH 43°32'30" EAST ALONG A SOUTH LINE OF SAID TRACT "M", A DISTANCE OF 248.09 FEET TO THE POINT OF BEGINNING.

PARCEL J - 1

PART OF TRACT "J" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF TRACT "N" OF SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 69°40'53" EAST ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 11°10'59" WEST LEAVING SAID NORTHERLY LINE OF SAID TRACT "N", A DISTANCE OF 159.79 FEET; THENCE NORTH 36°14'53" EAST, A DISTANCE OF 61.37 FEET; THENCE NORTH 78°43'10" EAST, A DISTANCE OF 38.20 FEET; THENCE SOUTH 75°19'33" EAST, A DISTANCE OF 42.78 FEET; THENCE SOUTH 63°37'10" EAST, A DISTANCE OF 149.74 FEET; THENCE NORTH 56°14'45" EAST, A DISTANCE OF 211.29 FEET; THENCE NORTH 56°51'46" EAST, A DISTANCE OF 426.15 FEET; THENCE SOUTH 20°09'04" EAST, A DISTANCE OF 47.87 FEET TO THE NORTHEAST CORNER OF SAID TRACT "N"; THENCE SOUTH 51°41'33" WEST ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 208.56 FEET; THENCE SOUTH 60°16'09" WEST CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 510.15 FEET; THENCE SOUTH 69°40'53" WEST CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 171.31 FEET TO THE POINT OF BEGINNING.

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PARCEL L - 2

BEING A PART OF TRACT "L" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT "N" OF SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 43°32'30" EAST LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG A SOUTH LINE OF SAID TRACT "N", A DISTANCE OF 267.10 FEET; THENCE SOUTH 17°54'11" WEST, A DISTANCE OF 71.20 FEET; THENCE SOUTH 42°40'15" WEST, A DISTANCE OF 95.79 FEET; THENCE SOUTH 20°30'24" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, A DISTANCE OF 155.71 FEET; THENCE NORTH 26°20'15" WEST CONTINUING ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, A DISTANCE OF 58.38 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 456.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 41.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°43'23" WEST AND A CHORD DISTANCE OF 41.61 FEET TO THE POINT OF BEGINNING.

PARCEL L - 3

PART OF TRACT "L" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF TRACT "N", OF SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 43°32'30" EAST ALONG A SOUTHERLY LINE OF SAID TRACT "N", A DISTANCE OF 403.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 43°32'30" EAST, CONTINUING ALONG A SOUTH LINE OF SAID TRACT "N", A DISTANCE OF 283.03 FEET; THENCE NORTH 57°21'52" EAST, CONTINUING ALONG A SOUTH LINE OF SAID TRACT "N", A DISTANCE OF 92.83 FEET; THENCE SOUTH 42°00'05" WEST, A DISTANCE OF 94.66 FEET; THENCE SOUTH 37°41'53" WEST, A DISTANCE OF 102.05 FEET; THENCE SOUTH 50°38'13" WEST, A DISTANCE OF 119.00 FEET; THENCE SOUTH 62°38'29" WEST, A DISTANCE OF 62.38 FEET TO THE POINT OF BEGINNING.

PARCEL L - 4

A PART OF TRACT "L" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF TRACT "N" OF SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH $43^{\circ}32'30''$ EAST ALONG A SOUTHERLY LINE OF SAID TRACT "N", A DISTANCE OF 886.53 FEET; THENCE NORTH $57^{\circ}21'52''$ EAST CONTINUING ALONG A SOUTH LINE OF SAID TRACT "N", A DISTANCE OF 213.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $57^{\circ}21'52''$ EAST CONTINUING ALONG A SOUTH LINE OF TRACT "N", A DISTANCE OF 479.47 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "N"; THENCE SOUTH $51^{\circ}40'58''$ WEST, A DISTANCE OF 301.11 FEET; THENCE SOUTH $66^{\circ}46'32''$ WEST, A DISTANCE OF 182.30 FEET TO THE POINT OF BEGINNING.

K - 1

PART OF TRACT "K" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF TRACT "P" OF SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD (A 200 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH $81^{\circ}24'30''$ WEST ALONG A NORTH LINE OF SAID TRACT "P", A DISTANCE OF 805.95 FEET; THENCE NORTH $68^{\circ}45'07''$ EAST LEAVING SAID NORTHERLY LINE OF SAID TRACT "P", A DISTANCE OF 66.67 FEET; THENCE NORTH $86^{\circ}10'49''$ EAST, A DISTANCE OF 109.03 FEET; THENCE SOUTH $71^{\circ}03'45''$ EAST, A DISTANCE OF 195.07 FEET; THENCE NORTH $88^{\circ}46'46''$ EAST, A DISTANCE OF 121.23 FEET; THENCE SOUTH $79^{\circ}38'06''$ EAST ALONG A LINE TO ITS INTERSECTION WITH AFORESAID WESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 330.65 FEET, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $08^{\circ}57'08''$ WEST AND A CHORD DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING.

PARCEL E-1

A PART OF TRACT "D", JULINGTON CREEK UNIT FIVE, AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWESTERLY CORNER OF TRACT "E", SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD PER JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 97.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°22'27" EAST AND A CHORD DISTANCE OF 96.99 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 60°48'31" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 144.98 FEET; THENCE SOUTH 58°07'27" EAST, A DISTANCE OF 80.78 FEET; THENCE SOUTH 68°46'05" EAST, A DISTANCE OF 310.79 FEET; THENCE SOUTH 68°32'19" EAST, A DISTANCE OF 175.81 FEET; THENCE SOUTH 77°22'51" EAST, A DISTANCE OF 336.82 FEET; THENCE SOUTH 02°38'40" WEST ALONG A LINE TO ITS INTERSECTION WITH A NORTHERLY LINE OF AFORESAID TRACT "E", A DISTANCE OF 56.94 FEET; THENCE NORTH 69°13'17" WEST ALONG A NORTH LINE OF SAID TRACT "E", A DISTANCE OF 520.59 FEET; THENCE NORTH 74°17'18" WEST CONTINUING ALONG A NORTH LINE OF SAID TRACT "E", A DISTANCE OF 514.43 FEET TO THE POINT OF BEGINNING.

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PARCEL E-2

A PART OF TRACT "E" OF JULINGTON CREEK UNIT FIVE, AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF TRACT "E", SAID CORNER LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD PER JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE (A 200 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 63°33'56" EAST ALONG A SOUTHERLY LINE OF SAID TRACT "E", A DISTANCE OF 198.34 FEET; THENCE NORTH 37°33'56" EAST, CONTINUING ALONG A SOUTH LINE OF SAID TRACT "E", A DISTANCE OF 170.00 FEET; THENCE SOUTH 80°26'04" EAST CONTINUING ALONG A SOUTH LINE OF SAID TRACT "E", A DISTANCE OF 270.00 TO THE SOUTHEASTERLY CORNER OF SAID TRACT "E" AND THE POINT OF BEGINNING; THENCE NORTH 11°48'06" WEST, A DISTANCE OF 566.21 FEET; THENCE NORTH 31°46'43" EAST, A DISTANCE OF 116.15 FEET; THENCE SOUTH 21°33'58" WEST, A DISTANCE OF 118.97 FEET; THENCE SOUTH 12°43'12" EAST, A DISTANCE OF 255.99 FEET; THENCE SOUTH 16°06'40" EAST, A DISTANCE OF 229.58 FEET; THENCE SOUTH 16°45'54" WEST, A DISTANCE OF 75.26 FEET TO THE POINT OF BEGINNING.

PARCEL "I-1"

PART OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1288 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF TRACT "L" OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD PER JULINGTON CREEK UNIT FIVE, AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 2700.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°40'35" EAST AND A CHORD DISTANCE OF 218.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 175.37 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°32'30" EAST AND A CHORD DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 2500.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°39'03" EAST AND A CHORD DISTANCE OF 37.61 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 03°19'21" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 154.21 FEET; THENCE SOUTH 22°43'50" EAST, A DISTANCE OF 108.07 FEET; THENCE SOUTH 37°58'07" EAST, A DISTANCE OF 108.32 FEET; THENCE NORTH 75°35'10" WEST, A DISTANCE OF 52.58 FEET; THENCE NORTH 53°45'19" WEST, A DISTANCE OF 113.40 FEET; THENCE NORTH 08°42'05" EAST, A DISTANCE OF 85.30 FEET; THENCE NORTH 07°24'34" WEST, A DISTANCE OF 179.97 FEET TO THE POINT OF BEGINNING.

PART OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 37 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1288 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF TRACT "L" OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD PER JULINGTON CREEK UNIT FIVE, AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 2700.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 218.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°40'35" EAST AND A CHORD DISTANCE OF 218.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 175.37 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 2300.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°06'38" EAST AND A CHORD DISTANCE OF 77.60 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 03°19'21" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 154.21 FEET; THENCE SOUTH 22°43'50" EAST, A DISTANCE OF 108.07 FEET; THENCE SOUTH 37°58'07" EAST, A DISTANCE OF 108.32 FEET; THENCE SOUTH 52°20'00" EAST, A DISTANCE OF 409.56 FEET; THENCE SOUTH 50°21'54" EAST, A DISTANCE OF 78.12 FEET; THENCE SOUTH 45°21'21" EAST, A DISTANCE OF 87.68 FEET; THENCE SOUTH 40°02'16" EAST, A DISTANCE OF 87.68 FEET; THENCE SOUTH 35°00'55" EAST, A DISTANCE OF 77.94 FEET; THENCE SOUTH 30°26'34" EAST, A DISTANCE OF 78.48 FEET; THENCE SOUTH 29°10'00" EAST, A DISTANCE OF 389.12 FEET; THENCE SOUTH 43°12'50" EAST, A DISTANCE OF 107.26 FEET; THENCE SOUTH 58°20'50" EAST, A DISTANCE OF 107.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 74°19'34" EAST, A DISTANCE OF 107.02 FEET; THENCE SOUTH 23°18'53" EAST, A DISTANCE OF 116.08 FEET; THENCE NORTH 29°31'17" WEST, A DISTANCE OF 31.32 FEET; THENCE NORTH 50°58'41" WEST, A DISTANCE OF 171.89 FEET TO THE POINT OF BEGINNING.

PARCEL "I-3"

PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1288 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF TRACT "M" OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT, AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 31 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 1700.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 885.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°02'35" WEST AND A CHORD DISTANCE OF 875.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°57'50" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 77.98 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 2100.01 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1128.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 15°34'25" WEST AND A CHORD DISTANCE OF 1114.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°11'01" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 69.22 FEET; THENCE NORTH 89°48'58" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 331.43 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°39'30" WEST, A DISTANCE OF 174.19 FEET; THENCE NORTH 34°48'39" WEST, A DISTANCE OF 242.52 FEET; THENCE NORTH 07°50'03" WEST, A DISTANCE OF 150.81 FEET; THENCE SOUTH 46°15'53" EAST, A DISTANCE OF 138.98 FEET; THENCE SOUTH 67°36'48" EAST, A DISTANCE OF 23.85 FEET; THENCE SOUTH 71°03'28" EAST, A DISTANCE OF 77.53 FEET; THENCE SOUTH 04°40'00" WEST, A DISTANCE OF 372.82 FEET TO THE POINT OF BEGINNING.

PARCEL "I-4"

PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1288 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF TRACT "M" OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT, AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT). SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 1700.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 885.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°02'35" WEST AND A CHORD DISTANCE OF 875.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°57'50" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 77.98 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 2100.01 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1128.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 15°34'25" WEST AND A CHORD DISTANCE OF 1114.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°11'01" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 69.22 FEET; THENCE NORTH 89°48'38" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 331.43 FEET; THENCE SOUTH 53°40'00" WEST, A DISTANCE OF 187.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 53°40'00" WEST, A DISTANCE OF 62.84 FEET; THENCE NORTH 82°28'37" WEST, A DISTANCE OF 55.93 FEET; THENCE NORTH 66°29'33" WEST, A DISTANCE OF 116.93 FEET; THENCE SOUTH 89°23'53" WEST, A DISTANCE OF 93.43 FEET; THENCE SOUTH 58°26'05" WEST, A DISTANCE OF 36.32 FEET; THENCE NORTH 44°14'22" WEST, A DISTANCE OF 83.66 FEET; THENCE SOUTH 59°54'51" EAST, A DISTANCE OF 67.90 FEET; THENCE NORTH 89°18'56" EAST, A DISTANCE OF 91.44 FEET; THENCE NORTH 76°05'51" EAST, A DISTANCE OF 146.77 FEET; THENCE SOUTH 60°22'18" EAST, A DISTANCE OF 119.11 FEET TO THE POINT OF BEGINNING.

PARCEL "7-5"

A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1218 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 86°30'22" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 547.12 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1330.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°37'11" EAST AND A CHORD DISTANCE OF 1322.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°43'59" EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 911.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 2099.86 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1062.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°13'45" EAST AND A CHORD DISTANCE OF 1051.26 FEET TO THE POINT OF BEGINNING; THENCE NORTH 36°40'00" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 317.16 FEET; THENCE SOUTH 02°30'00" EAST ALONG A LINE TO ITS INTERSECTION WITH AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 232.01 FEET, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 2099.86 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 200.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°32'03" WEST AND A CHORD DISTANCE OF 200.79 FEET TO THE POINT OF BEGINNING.

PARCEL "I-6"

A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1218 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 86°30'22" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 547.12 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1330.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°37'11" EAST AND A CHORD DISTANCE OF 1322.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°43'59" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 583.55 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 74°56'54" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 203.02 FEET; THENCE SOUTH 60°26'23" EAST, A DISTANCE OF 288.04 FEET; THENCE SOUTH 77°16'52" EAST, A DISTANCE OF 193.02 FEET; THENCE SOUTH 69°40'03" EAST, A DISTANCE OF 134.38 FEET; THENCE SOUTH 76°19'36" EAST, A DISTANCE OF 128.95 FEET; THENCE SOUTH 79°34'21" EAST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 145.98 FEET, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 2099.86 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 765.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 75°10'56" WEST AND A CHORD DISTANCE OF 761.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°43'59" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 328.10 FEET TO THE POINT OF BEGINNING.

PARCEL "I-7"

A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1218 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 86°30'22" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 547.12 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1330.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°37'11" EAST AND A CHORD DISTANCE OF 1322.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°43'59" EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 583.55 FEET; THENCE NORTH 30°06'53" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 302.23 FEET; THENCE NORTH 35°10'13" WEST, A DISTANCE OF 189.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25°54'29" WEST, A DISTANCE OF 207.18 FEET; THENCE NORTH 65°50'00" EAST, A DISTANCE OF 298.84 FEET; THENCE SOUTH 30°10'45" EAST, A DISTANCE OF 203.51 FEET; THENCE SOUTH 69°08'36" WEST, A DISTANCE OF 311.87 FEET TO THE POINT OF BEGINNING.

PARCEL "J-2"

A PART OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1218 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER, SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 86°30'22" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FLORA BRANCH BOULEVARD, A DISTANCE OF 347.12 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1330.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°37'11" EAST AND A CHORD DISTANCE OF 1322.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°43'59" EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 583.55 FEET; THENCE NORTH 30°06'53" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 302.28 FEET; THENCE NORTH 35°10'13" WEST, A DISTANCE OF 189.59 FEET; THENCE NORTH 25°54'29" WEST, A DISTANCE OF 207.18 FEET; THENCE NORTH 69°50'00" EAST, A DISTANCE OF 160.23 FEET; THENCE NORTH 04°12'34" WEST, A DISTANCE OF 265.75 FEET; THENCE NORTH 87°26'04" EAST, A DISTANCE OF 61.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 35°50'58" EAST, A DISTANCE OF 17.49 FEET; THENCE NORTH 21°56'17" EAST, A DISTANCE OF 70.98 FEET; THENCE NORTH 11°08'27" EAST, A DISTANCE OF 61.32 FEET; THENCE NORTH 08°05'55" EAST, A DISTANCE OF 86.42 FEET; THENCE NORTH 05°38'37" EAST, A DISTANCE OF 69.70 FEET; THENCE NORTH 20°38'28" EAST, A DISTANCE OF 25.82 FEET; THENCE SOUTH 02°20'58" EAST, A DISTANCE OF 295.80 FEET; THENCE SOUTH 87°26'04" WEST, A DISTANCE OF 86.54 FEET TO THE POINT OF BEGINNING.

PART OF TRACT "L", JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 33 THROUGH 31 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 8 OF SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID CORNER ALSO LYING ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2300.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD, AN ARC DISTANCE OF 219.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°45'18" WEST AND A CHORD DISTANCE OF 219.63 FEET TO THE POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°39'35" WEST AND A CHORD DISTANCE OF 34.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°20'15" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 100.00 FEET; THENCE NORTH 63°39'45" EAST LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET; THENCE NORTH 06°06'23" WEST, A DISTANCE OF 75.68 FEET; THENCE NORTH 88°52'32" EAST, A DISTANCE OF 65.35 FEET; THENCE NORTH 17°15'32" EAST, A DISTANCE OF 125.24 FEET; THENCE NORTH 43°00'00" EAST, A DISTANCE OF 165.46 FEET; THENCE NORTH 54°30'58" EAST, A DISTANCE OF 129.49 FEET; THENCE NORTH 63°44'46" EAST, A DISTANCE OF 401.89 FEET; THENCE NORTH 66°35'38" EAST, A DISTANCE OF 296.70 FEET; THENCE NORTH 75°43'08" EAST, A DISTANCE OF 118.80 FEET; THENCE NORTH 87°04'56" EAST, A DISTANCE OF 266.72 FEET; THENCE SOUTH 81°31'06" EAST ALONG A LINE TO ITS INTERSECTION WITH A NORTHWESTERLY LINE OF SAID BLOCK 8, A DISTANCE OF 151.79 FEET; THENCE SOUTH 87°04'56" WEST ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 8, A DISTANCE OF 412.53 FEET; THENCE SOUTH 75°43'08" WEST CONTINUING ALONG A NORTHWESTERLY LINE OF SAID BLOCK 8, A DISTANCE OF 113.51 FEET; THENCE SOUTH 66°35'38" WEST CONTINUING ALONG A LINE OF SAID BLOCK 8, A DISTANCE OF 294.08 FEET; THENCE SOUTH 63°44'46" WEST CONTINUING ALONG A LINE OF SAID BLOCK 8, A DISTANCE OF 398.63 FEET; THENCE SOUTH 54°30'58" WEST CONTINUING ALONG A LINE OF SAID BLOCK 8, A DISTANCE OF 124.04 FEET; THENCE SOUTH 43°00'00" WEST CONTINUING ALONG A LINE OF SAID BLOCK 8, A DISTANCE OF 155.56 FEET; THENCE SOUTH 17°15'32" WEST CONTINUING ALONG A LINE OF SAID BLOCK 8, A DISTANCE OF 107.86 FEET; THENCE SOUTH 19°30'29" EAST CONTINUING ALONG A LINE OF SAID BLOCK 8, A DISTANCE OF 171.59 FEET TO THE POINT OF BEGINNING.

PARCEL L-3

PART OF TRACT "L", AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 33 THROUGH 31 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "L", SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 1, BLOCK 7 OF SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DUBBIN CREEK BOULEVARD AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT ALSO LYING ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2700.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 96.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°09'21" EAST AND A CHORD DISTANCE OF 96.35 FEET; THENCE SOUTH 61°49'32" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 57.69 FEET; THENCE NORTH 49°30'41" WEST ALONG THE SOUTHEASTERLY PROJECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 1, BLOCK 7, TO ITS INTERSECTION WITH THE SOUTHERN MOST CORNER OF SAID LOT 1, A DISTANCE OF 90.00 FEET; THENCE NORTH 34°01'10" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 93.50 FEET TO THE POINT OF BEGINNING.

PARCEL "A"

O.R. 990 PG 1497

PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1288 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF TRACT "M" OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT, AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 1700.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 885.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°02'35" WEST AND A CHORD DISTANCE OF 875.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°57'50" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 77.98 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 2100.01 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1128.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 15°34'25" WEST AND A CHORD DISTANCE OF 1114.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°11'01" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 69.22 FEET; THENCE NORTH 89°48'58" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 331.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42°34'49" WEST, A DISTANCE OF 175.39 FEET; THENCE NORTH 60°22'18" WEST, A DISTANCE OF 36.93 FEET; THENCE NORTH 53°40'00" EAST, A DISTANCE OF 187.16 FEET TO THE POINT OF BEGINNING.

PARCEL M-2

PART OF TRACT "M" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LULLY LOOP, AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 43°32'30" WEST ALONG A SOUTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 248.09 FEET; THENCE SOUTH 74°49'33" WEST CONTINUING ALONG A SOUTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 683.84 FEET; THENCE SOUTH 70°43'38" WEST CONTINUING ALONG A SOUTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 393.53 FEET; THENCE NORTH 33°31'47" EAST, A DISTANCE OF 107.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 33°31'47" EAST, A DISTANCE OF 431.68 FEET; THENCE SOUTH 11°46'22" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 43°16'22" WEST, A DISTANCE OF 367.79 FEET TO THE POINT OF BEGINNING.

Exhibit B
to
Reciprocal Easement Agreement

A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1218 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER, SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT BY PLAT); THENCE SOUTH 86°30'22" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 547.12 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1330.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°37'11" EAST AND A CHORD DISTANCE OF 1322.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°43'59" EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 583.55 FEET; THENCE NORTH 30°06'53" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 302.28 FEET; THENCE NORTH 35°10'13" WEST, A DISTANCE OF 189.59 FEET; THENCE NORTH 25°54'29" WEST, A DISTANCE OF 207.18 FEET; THENCE NORTH 69°50'00" EAST, A DISTANCE OF 160.23 FEET; THENCE NORTH 04°12'34" WEST, A DISTANCE OF 266.75 FEET; THENCE NORTH 87°26'06" EAST, A DISTANCE OF 147.62 FEET; THENCE NORTH 02°20'58" WEST, A DISTANCE OF 577.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°20'58" WEST, A DISTANCE OF 356.84 FEET; THENCE SOUTH 15°33'57" EAST, A DISTANCE OF 144.26 FEET; THENCE SOUTH 06°18'58" WEST, A DISTANCE OF 218.90 FEET TO THE POINT OF BEGINNING.

PARCEL M-1

PART OF TRACTS "H" AND "M" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 69°40'53" WEST ALONG A NORTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 95.82 FEET; THENCE SOUTH 45°18'41" WEST CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 227.37 FEET; THENCE SOUTH 52°42'10" WEST CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 924.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 37°17'50" EAST, A DISTANCE OF 34.10 FEET; THENCE SOUTH 04°24'58" WEST, A DISTANCE OF 134.59 FEET; THENCE SOUTH 13°36'27" WEST, A DISTANCE OF 145.10 FEET; THENCE SOUTH 31°33'16" WEST, A DISTANCE OF 173.91 FEET; THENCE SOUTH 08°19'15" WEST, A DISTANCE OF 74.06 FEET; THENCE NORTH 53°45'27" WEST, A DISTANCE OF 65.79 FEET; THENCE NORTH 32°55'12" EAST, A DISTANCE OF 59.41 FEET; THENCE NORTH 15°30'17" EAST, A DISTANCE OF 56.10 FEET; THENCE NORTH 37°39'23" EAST, A DISTANCE OF 46.45 FEET; THENCE NORTH 40°03'11" EAST, A DISTANCE OF 72.42 FEET; THENCE NORTH 11°39'18" EAST, A DISTANCE OF 46.53 FEET; THENCE NORTH 04°49'05" EAST, A DISTANCE OF 34.86 FEET; THENCE NORTH 19°29'27" EAST, A DISTANCE OF 59.10 FEET; THENCE NORTH 04°08'45" EAST, A DISTANCE OF 45.40 FEET; THENCE NORTH 03°53'13" EAST, A DISTANCE OF 49.39 FEET; THENCE NORTH 19°06'41" WEST, A DISTANCE OF 52.21 FEET; THENCE NORTH 75°54'44" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

PARCEL "B"

PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY (A 200 FOOT RIGHT-OF-WAY BY PLAT), MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF JULINGTON CREEK UNIT NINE AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, SAID CORNER LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID FLORA BRANCH BOULEVARD; THENCE SOUTH 86°30'22" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 547.12 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 3500.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1330.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°27'11" EAST AND A CHORD DISTANCE OF 1322.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°43'59" EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 911.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 2099.86 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 765.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°10'56" EAST AND A CHORD DISTANCE OF 761.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 197.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°19'27" EAST AND A CHORD DISTANCE OF 197.32 FEET; THENCE SOUTH 69°04'40" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 94.34 FEET; THENCE NORTH 70°07'07" WEST, A DISTANCE OF 116.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.08 ACRES MORE OR LESS.

RECIPROCAL EASEMENT AGREEMENT

21
THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made and entered into this 28th day of February, 1992, between JULINGTON CREEK GOLF, LTD., a Florida limited partnership, whose address is 645 Riverside Avenue, Suite 630, Jacksonville, Florida ("Course Developer"), and GENERAL DEVELOPMENT CORPORATION, a Delaware corporation qualified to do business in the State of Florida, as Debtor-in-Possession under Consolidated U.S. Bankruptcy Court Case No. 90-122231-BKC-AJC, Southern District of Florida, whose address is 2601 South Bayshore Drive, Miami, Florida 33133 ("Land Developer").

WITNESSETH:

WHEREAS, Land Developer is the owner of certain real property located in St. Johns County, Florida (the "County"), as more particularly described in Exhibit "A" (the "Adjacent Property"); and

WHEREAS, Course Developer is the owner of certain real property, which was conveyed by Land Developer to Course Developer and which is generally contiguous to the Adjacent Property, as more particularly described in Exhibit "B" (the "Course Property") and in that certain survey prepared by Northeast Florida Surveyors, a subsidiary of Bessant, Hammack & Ruckman, Inc., dated December 5, 1991, (the "Survey"); and

WHEREAS, Land Developer has contracted with Course Developer to complete the development and construction of an eighteen hole public golf facility ("Golf Course Facility") on the Course Property pursuant to the "Development Agreement" between Course Developer and Land Developer dated the date hereof a memorandum of which is to be recorded; and

WHEREAS, the parties desire to establish certain easements to benefit and/or burden the Course Property and the Adjacent Property, respectively, which easements are appurtenant to, and shall run with the title to, the Course Property and the Adjacent Property as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00), the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Land Developer and Course Developer do hereby covenant and agree as follows:

Mr. Anastasia Telle

WITNESS THE
Batsel, McKinley & Ittersagen, P.A.
1331 Piccola Rd., Suite #104
Englewood, Florida 34223

(50) Rec. 201.00 + 25.50
Doc 160

1. EASEMENTS GRANTED BY LAND DEVELOPER. Land Developer does hereby grant, bargain and convey the following easements to benefit the Course Property and that shall burden the Adjacent Property:

(a) Temporary Easements. To Course Developer nonexclusive temporary easements ("Temporary Easement(s)"), in, upon, over, under, through and across:

(i) the golf cart paths, including utilities to be installed therein, ("Cart Paths") to be constructed or utilized by Course Developer on Tracts J and M Julington Creek Unit One, recorded in Map Book 16, Pages 35 through 51, public records of St. Johns County ("Unit One Plat"), as more particularly described on the Survey (the "Front Nine Cart Paths"), and Parcels A, B and C (the "Back Nine Cart Paths") described in Exhibit C attached hereto and made a part hereof, but excluding therefrom those portions of Parcel B and C located in the plat of Julington Creek Unit Nine, recorded in Map Book 18, pages 77 through 121, public records of Duval County, Florida (the "Unit Nine Plat"), which were not vacated by Resolution No. 91-193 by the Board of County Commissioners of St. Johns County, Florida (the "Non-Vacated Property");

(ii) a thirty (30) foot in width strip or area for ingress and egress over the Back Nine Cart Paths, the remaining platted portion of the Unit Nine Plat and the Non-Vacated Property that lie within or are contiguous to the existing trail roads which traverse the Adjacent Property within one thousand feet of the outermost boundary of the Property as shown on those certain aerial photographs of the Adjacent Property described as Sheets 4 and 5 of the Julington Creek Aerials dated May 20, 1988. Land Developer agrees to timely assist Course Developer in obtaining any permits necessary to utilize the trail roads for construction access purposes;

(iii) Land Developer hereby assigns to Club Developer, on a non-exclusive temporary basis, its right of ingress and egress reserved on the Unit One Plat and the Unit Nine Plat;

(iv) portions of the Adjacent Property lying within 1,000 feet of the easternmost boundary of

Parcel "J" as shown on the Survey for the purpose of obtaining 20,000 cubic yards of usable "fill" material necessary to construct the sixteenth hole. Removal of the fill shall be at Club Developer's sole cost and expense. The exact location of the area within this easement from which the fill shall be removed shall be designated by Land Developer in its reasonable discretion;

(v) additional access easement areas of the Adjacent Property located within one thousand feet of the outermost boundaries of the Course Property as Course Developer determines necessary for the purpose of allowing access to the Course Property by construction and maintenance personnel, equipment and vehicles engaged by Course Developer during the construction phase of the Golf Course Facility. Course Developer shall obtain the prior written approval of Land Developer, which approval shall not be unreasonably withheld or delayed, of the location, activities and use associated with any Temporary Easement granted under this subparagraph 1(a)(ii) (iv) and (v) prior to their establishment or use by Course Developer.

The Temporary Easements are granted for the purpose of allowing the Course Developer to construct (i) the Cart Paths, (ii) the landscaping to be located on the Golf Course Property that will serve to border the Cart Paths and Golf Course Property and (iii) the Golf Course Facility. Prior to beginning any clearing in the easements granted under subparagraph 1(a)(iii), Course Developer shall obtain Land Developer's consent, which consent shall be promptly given or denied and which may not be unreasonably withheld or delayed. The Temporary Easements do not include those areas designated as "Wetlands" by the St. Johns River Water Management District and/or the U.S. Army Corps of Engineers, except to the extent permits are in place which allow such areas to be traversed.

Land Developer shall have the right from time to time to terminate any Temporary Easement which interferes with its ability to develop any portion of the Adjacent Property, but only if and to the extent that such termination does not unreasonably interfere with Course Developer's construction of the Golf Course Facility, or, if such termination would so interfere, Land Developer shall grant to Course Developer a new Temporary Easement, acceptable to Course Developer, which relieves such interference. The Temporary Access Easements shall terminate as to any portion of the Adjacent Property upon completion of construction of the portion of the Golf

Course Facilities for which such easement was required, but not later than the Operating Date as set forth in the Development Agreement, and Course Developer will restore the surface contours of the terminated easement areas under subparagraphs 1(a)(i), (ii), (iv) and (v) to a condition substantially similar to that which existed prior to its use and will overseed the same, but not including any trees, brush or undergrowth that was removed in order to utilize such easements.

(b) Permanent Easements. To Course Developer, the following permanent easements ("Permanent Easements"):

(i) Cart Path and Utility Easement. A perpetual and exclusive easement twenty-five feet in width in, upon, over, through and across the Cart Paths (excluding the easement granted over Parcel C of the Unit Nine Plat), the "G-4" Tract, as shown on the Unit One Plat, and the "W" Tracts, as shown on the Unit Nine Plat, for the purpose of maintenance, landscaping, repair, replacement and use of the Cart Paths by the employees and patrons of the Golf Course Facility for pedestrian and golf cart traffic and for the placement, construction and location of utilities within such easement area (the "Cart Path Easement"). The easements granted over the "G-4" Tract and the "W" Tracts shall be the nonexclusive rights of ingress and egress reserved to Land Developer in the Unit One Plat and the Unit Nine Plat in accordance with the Permits. The Cart Path Easement located on Parcel B of the Back Nine Cart Paths shall be located along the northerly boundary of Parcel B, except that it may also cross Parcel B in a location perpendicular to such northerly boundary. Notwithstanding the foregoing, Land Developer may cross, and Club Developer hereby grants to Land Developer nonexclusive easement to cross, the Cart Path Easements at locations perpendicular to such easements for roadway and utility purposes.

(ii) Course Easement. A perpetual and non-exclusive easement in, upon, over, through and across a ten (10) foot in width strip or area of all portions of the Adjacent Property that lie adjacent or contiguous to the Course Property and Cart Paths for the purpose of allowing errant golf ball retrieval (but excluding any areas designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers)

during the Operating Hours of the Golf Course Facility. "Operating Hours" shall mean those hours of each day that the Golf Course Facility is open for the play of golf. Operating Hours for any given day shall expire upon the conclusion of play of the last round of golf on that day.

(iii) Sign Easement. A perpetual, nonexclusive easement in, upon, over, under, through and across portions of the Adjacent Property for the purpose of erecting a reasonable number of temporary and permanent directional signs (the "Signs") to provide guidance of the public to the Golf Course Facility. Course Developer shall propose the number, style and locations of the Signs, which proposal shall be subject to the prior written approval of Land Developer, which shall not be unreasonably withheld or delayed. Course Developer shall be entitled to place primary signs at locations adjacent to the main entrances on the two main entrance roads to the Adjacent Property existing as of the date hereof and any substitute location to the extent one or both of the entrances are closed or relocated, which shall be fully visible to traffic flowing in both directions along said roads. Notwithstanding the foregoing, Land Developer shall be entitled from time to time to request that Course Developer relocate one or more of the Signs to accommodate any changes which may from time to time occur in Land Developer's development plans for the Adjacent Property at Land Developer's sole cost and expense, and Course Developer may not withhold or delay its consent to such request if Land Developer proposes a relocation site of equal quality to the location of any such Sign as of such time. Course Developer shall maintain the Signs at its sole cost and expense in a first class condition and agrees to indemnify and hold Land Developer harmless from any losses, costs damages, including attorneys' fees, from its failure to maintain the Signs.

(iv) Effluent Transmission Line Easement. A perpetual, nonexclusive easement in, upon, over, through and across portions of the Adjacent Property for the purpose of maintaining, replacing, repairing and otherwise utilizing an effluent or other irrigation transmission line. The parties acknowledge that the actual location of such easement cannot be located as of the date

hereof, but that it may be located across the Adjacent Property at a location acceptable to Course Developer, General Development Utilities, Inc., Land Developer and any required governmental agencies. Upon the completion of the installation of such lines in accordance with the Julington Creek Utility Agreement between Course Developer and General Development Utilities, Inc. (the "Julington Agreement"), the parties hereto shall execute a formal easement agreement acceptable in form and content to Course Developer, General Development Utilities, Inc., Land Developer and any required governmental Agencies. Upon recordation of such easement, the easement granted in this subparagraph (iv) shall be terminated.

No construction activity or improvements of any type, including, but not limited to, the construction of buildings, patios, porches, fences or swimming pools, but excluding roads and driveways and associated drainage and utilities, shall be allowed within the Permanent Easement areas, other than the items to be constructed or maintained by Course Developer or Land Developer, or its Permitted Assigns, hereafter defined, pursuant to this Agreement or the Development Agreement.

(c) Lake Bank Maintenance. Land Developer and Course Developer recognize and agree that pursuant to the Development Agreement, Course Developer will construct storm water retention-detention lakes (collectively, "Storm Water Lakes") located on the Adjacent Property. Course Developer is responsible for the maintenance of the banks of the Storm Water Lakes which are contiguous to the Course Property and shall maintain the same in a "first class" condition as set forth in the Development Agreement. All other banks and matters within such Storm Water Lakes shall be maintained by Land Developer at its sole cost and expense until the same have been dedicated by Land Developer to the County, any other applicable governmental authority or any other private entity satisfactory to the St. Johns Water Management District (the "Permitted Assigns") and with respect to which the County or other applicable authority or entity has assumed the obligation for such maintenance. A twenty foot easement along the banks of the Storm Water lakes is hereby reserved to Land Developer for ingress, egress, access and maintenance of the Storm Water lakes, as applicable.

(d) Transfer of Cart Paths. Subsequent to the date hereof, Land Developer may transfer and Course Developer agrees to accept, fee simple title to the Cart Paths, such transfer shall be free of all liens or encumbrances, other than those which have been made or granted by Course Developer.

2. Course Developer Effluent Transmission Line Easement. Course Developer hereby grants, bargains and conveys to Land Developer a perpetual, nonexclusive easement in, upon, over, under and through (i) the southwesternmost corner of Tract L, as shown on the Unit One Plat, sufficient to provide access to the pumphouse shown thereon and (ii) Tract D as shown on the Unit Five Plat (hereafter defined), to provide access to the pump to be constructed adjacent to the irrigation lake located thereon, for the purpose of maintaining, replacing, repairing and otherwise utilizing an effluent transmission line. The parties acknowledge that the actual location of such easement cannot be located as of the date hereof, but that it may be located at a location acceptable to Course Developer, Land Developer, General Development Utilities, Inc., Community Savings Bank and any required governmental agencies. The parties acknowledge that Land Developer may convey its interest in the easement created under this paragraph to General Development Utilities, Inc., subject to all matters set forth herein, in conjunction with the construction of the effluent transmission line. Upon the completion of the installation of such lines in accordance with the Julington Agreement, the parties hereto shall execute a formal easement agreement acceptable in form and content to Course Developer, General Development Utilities, Inc., Land Developer and any required governmental Agencies. Upon recordation of such easement, the easement granted in this paragraph 2 shall be terminated.

3. Relocation of Easements. Land Developer shall have the right to relocate from time to time the Front Nine Cart Path Easement, the Sign Easements and the Temporary Easements. All expenses associated with relocating any easement or any portion or portions thereof shall be borne solely by Land Developer, its successors or assigns and shall be relocated prior to the termination or discontinuance of any such easement. In the event of future development, sale, lease or other disposition of the foregoing or any portion or portions thereof or of the real property owned by Land Developer upon which such easements are located, the portion or portions thereof to be developed, sold, leased or otherwise disposed of shall be released from the easement herein granted; provided, however, the following conditions are satisfied: (i) prior to any such release, there is recorded

in the appropriate public records an amendment to the easement herein granted describing another portion or portions of the Adjacent Property or of other real property owned by Land Developer sufficient to permit the construction and operation of the facilities located in such areas; (ii) prior to the relocation of the easement herein granted or any portion or portions thereof, Land Developer shall submit to Course Developer a copy of the instrument Land Developer will use to effect such relocation, including the legal description of the property to which such easement or portions or portions thereof shall be relocated. Grantor shall have the right to relocate the easement herein granted or any portions thereof as often as may be necessary to permit future development, sale, lease or other disposition of the Adjacent Property or any portion or portions thereof or of the real property owned by Land Developer upon which the easement is located, provided the requirements of the foregoing sentence hereof are met. The terms and conditions of this Agreement shall remain in full force and effect in the event of any relocation of the easement herein granted or any portion or portions thereof as provided herein, except for amendments to this Agreement for the purpose of describing the relocated easement area, as provided herein.

4. Drainage and Lake Maintenance Easement.

(a) Course Developer and Land Developer hereby grant, bargain and convey to the other the following easements for the benefit of, and to burden, the Course Property and the Adjacent Property, respectively, as follows: A perpetual, nonexclusive easement in, upon, over, under and through and across the Adjacent Property and the Course Property for the purpose of the flowage, drainage, storage, detention and retention of water from the Course Property and the Adjacent Property and for the construction, installation, maintenance, replacement, repair and otherwise utilization of such facilities in accordance with the plans prepared by Bessant Hammack & Ruckman, Inc., Consulting and Design Engineers and those prepared by Land Developer which have been approved by the St. Johns River Water Management District pursuant to permit numbers 4-109-00025M, 4-109-0006M3 and M4, 12-109-0012 and 2-109-0232NM and all approved modifications thereto (the "Permits") (collectively, the "Drainage Easement").

(b) Club Developer shall maintain the irrigation lake located in Tract L of the Unit One Plat of the Course Property as shown on the Survey and the lakes and the facilities located in Tract D of the Unit Five Plat, Julington Creek, recorded in Map Book 17, page 1 through 21, public records of St. Johns County, Florida, conveyed to Club

Developer. Land Developer shall bear all costs and expense of the installation, construction, maintenance, and repair of, all such drainage and lake maintenance facilities located in the Drainage Easement other than those expressly described in the foregoing sentence and except as Club Developer may otherwise be obligated to construct in accordance with the Development Agreement.

(c) Once the facilities have been completed, Club Developer will certify to the appropriate agencies and Land Developer shall obtain an operational permit and shall operate and maintain such facilities, except as otherwise set forth herein, in a "first class condition" until they have been conveyed or assigned to a Permitted Assignee. In the event Land Developer determines that it is necessary or appropriate to obtain as-built surveys depicting the Drainage Easements in order to receive the operational permit(s), Club Developer hereby grants Land Developer ingress, egress and access upon reasonable notice and at times that Club Developer reasonably designates for the purpose of preparing such survey(s), said preparation at Land Developer's sole cost and expense and a copy of which shall be delivered to Club Developer (any additional copies or certificates thereto to be paid by Club Developer).

(d) Any additional instruments or documents necessary to confirm the Drainage Easements shall be subject to the approval of both parties, shall be in recordable form, and shall reflect the terms and conditions of this Agreement.

(e) Land Developer and Club Developer shall coordinate the design, installation, repair and maintenance of all drainage facilities in connection with the Drainage Easements so as to result in minimum interference with operation of the Course Property and the Adjacent Property, respectively. Land Developer and Club Developer shall each give the other a minimum of forty-eight (48) hours written notice before commencing any routine installation, repair or maintenance activities within the Drainage Easements; provided, however, that either party shall be entitled to undertake emergency repairs when necessary upon telephonic advice to the other party, to be followed promptly by written notice to the other party, identifying the nature of the emergency and repairs undertaken.

(f) Land Developer shall install all utility pipes and storm and drainage facilities, which it constructs pursuant to and within the Drainage Easements, underground (except for those Drainage Easements through natural drainage courses and other above-ground locations approved by Course

Developer and required by the Plans and Permits). Land Developer and Club Developer agree to install all facilities required to be constructed hereunder substantially in accordance with all applicable rules and regulations of all governmental authorities having jurisdiction over same.

5. INDEMNITY AND LIABILITY. Land Developer and Course Developer, respectively, shall, and do hereby agree to, indemnify, defend and hold each other harmless from, against and in respect of any and all liability, damage, loss, cost and expense of any kind or nature, including reasonable attorneys' fees, suffered, incurred or sustained by Land Developer or Course Developer, respectively, as a result of (a) the use of any of the easements granted hereunder or the improvements contained therein by the other party hereto, provided that any such liability, damage, loss, cost or expense shall not result from the negligence or willful misconduct of the party suffering such loss; (b) the failure of the other party hereto to (i) keep any property on which such party may be performing work free and clear of all mechanic's, materialmen's and laborer's liens and claims of such liens. In the event a lien or claim of lien described above is levied or filed, the party performing the work with respect to the property being liened shall, within forty-five (45) days after receiving written notice from the party against whose property such lien or claim of lien was levied or filed, bond or institute proceedings to discharge such lien or claim of lien.

Each of the parties to this Agreement shall promptly restore any damage to the property of the other or improvements thereon resulting from its installation, use, repair or maintenance activities within the easements granted herein. All restoration of such damage shall be performed under the supervision, direction and control, and to the reasonable satisfaction, of the party who has suffered such damage. Should either party fail to promptly restore any such damage, the other party may avail itself of its rights to restore its property and repair the damage (all in a good, workman-like and lien free manner) as provided in and governed by Paragraph.

6. RIGHTS TO PERFORM UPON DEFAULT. If either Course Developer or Land Developer fails to perform any of its obligations hereunder ("Defaulting Party") and such failure continues for a period of fifteen (15) days after written notice from the non-defaulting party ("Affected Party"), other than for damage to the Golf Course Facility for which such notice period shall be forty-eight (48) hours, then the Affected Party shall have the right, but not the obligation,

to perform such obligation in a commercially reasonable manner for and on behalf of the Defaulting Party, and the Defaulting Party shall promptly reimburse the Affected Party which performs such obligation upon demand for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) actually incurred in connection with the performance of Defaulting Party's obligations together with interest on any sums expended by the Affected Party from the date such costs or expenses were first incurred to the date the same are paid in full at a rate of two percent (2%) above the Barnett Bank of Jacksonville prime rate.

7. RIGHTS OF LENDERS. Course Developer and Land Developer (collectively, "Julington Parties") hereby covenant and agree as follows with any lender or lenders, other than Land Developer, ("Lender") of Course Developer that may now or in the future have a security interest in either the Course Property or the easements created by this Agreement (collectively, "Rights"):

(a) The Julington Parties consent to any security interest of Lender and the granting, assignment or conveyance thereof in favor of Lender ("Security Interest").

(b) The Julington Parties shall keep and perform all covenants, agreements, undertakings and other obligations on their respective parts to be kept and performed under this Agreement (collectively, "Obligations").

(c) In the event that any of the Julington Parties fails to keep or perform any of its Obligations, which failure could result in the termination, impairment, or other adverse alteration of any of the Rights, then prior to such termination, impairment, or adverse alteration, any of the other Julington Parties must give Lender written notice of the failure, in the manner set forth for the giving of notice to Lender in the document or instrument creating or evidencing the Security Interest ("Security Instrument"), and provide to Lender a commercially reasonable period of time after receipt of the notice to cure such breach or failure to perform prior to the termination, impairment or other adverse alteration becoming effective in any manner or way.

(d) Copies of all notices, submissions or other communications given by or to any of the Julington Parties shall also be made and given in written form to Lender.

(e) In the event that Lender exercises any of its remedies under the Security Instrument, the Julington Parties agree that Lender shall have no personal liability under this Agreement in connection with any matter arising under this Agreement prior to the date Lender exercises its remedies.

8. NO RIGHTS TO GOLF COURSE FACILITY. Nothing contained in this Agreement shall be deemed to bestow, grant, give or convey in any manner or way to any owner of any lot or all or any portion of the Adjacent Property any rights or privileges to use the Golf Course Facility.

9. COMPLIANCE WITH LAWS. All construction performed by or on behalf of Land Developer or Course Developer hereunder shall comply in all respects with the design and engineering requirements with respect to such construction of all governmental entities having jurisdiction thereof and with all other applicable laws, ordinances, statutes or rules including environmental rules and regulations.

10. GOVERNING LAWS. This Agreement is made and entered into and is to be governed, construed and enforced in accordance with the laws of the State of Florida.

11. STRICT COMPLIANCE. The failure of either Land Developer or Course Developer to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such right or the right to insist upon strict compliance with any such term, condition or covenant under this Agreement at any later time.

12. ENTIRE AGREEMENT. This Agreement and the Development Agreement contain the sole and entire agreement of Land Developer and Course Developer, with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written, by, between or among Land Developer or Course Developer that is not incorporated herein shall be of any force or effect. Any amendment of this Agreement shall be in writing and executed by Land Developer and Course Developer after obtaining the written consent of Lender.

13. TIME. Time is of the essence of this Agreement.

14. SEVERABILITY. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such term, covenant or condition or such application shall be

deemed severable, and the application of such term, covenant or condition to persons or circumstances other than those as to which it was so held invalid or unenforceable and the remainder of this Agreement shall not be affected thereby, and thereafter this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. NOTICES. All notice, requests, demands and other communications required or permitted to be given hereunder shall be given in writing and delivered in person or sent by United States certified mail, return receipt requested, postage prepaid, or by Federal Express or other overnight courier service to the party being given such notice, or by facsimile transmission, at the appropriate address set forth below:

Course Developer:

Riverside Golf Group, Inc.,
Managing General Partner
645 Riverside Avenue, Suite 630
Jacksonville, Florida 32204
Attention: Mr. Kim F. Bosaw
Fax No.: (904) 355-3800

With a copy to:

Bryan L. Putnal, Esq.
Smith Hulsey & Busey
225 Water Street
Jacksonville, Florida 32207-3315
Fax No.: (904) 359-7708

Land Developer:

General Development Corporation
2601 South Bayshore Drive
Miami, Florida 33133
Attention: Marcia Langley, Esq.
Fax No.: (305) 859-4524

Lender:

Community First Bank
3740 Beach Blvd.
Jacksonville, Florida 32207
Attention: E. T. Hutton II
Fax No.: (904) 398-4268

With a copy to:

Thomas Gillette, III
111 Durbin Creek Blvd.
Jacksonville, Florida 32259
Fax No.: 904-287-0279

Any such notice, demand and request by mail shall be deemed received by the addressee on the date appearing on the return receipt therefor. Any notice delivered by hand delivery shall be effective on the date of delivery, if by Federal Express or other overnight courier service, then the day after depositing in such service, and if by facsimile transmission, then the same day that receipt is acknowledged by telephonic confirmation or by return facsimile transmission. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice has been received by the other party shall constitute receipt of the notice, demand or request sent. Any party may change its address by using the same procedure as giving notices hereunder.

16. APPURTENANT EASEMENTS. The easements granted herein are appurtenant to, and shall run with the title to, the Course Property and the Adjacent Property.

17. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Land Developer and Course Developer and their respective invitees, licensees, employees, agents, legal representatives, successors and assigns (including, without limitation, successors-in-title to the Course Property and the Adjacent Property).

IN WITNESS WHEREOF, the undersigned have hereunto caused this Agreement to be executed by their duly authorized corporate officers and their respective corporate seals to be affixed hereto as of the day and year first above written.

Signed, sealed and delivered in the presence of:

COURSE DEVELOPER:

C.R. 929 PG 0764

JULINGTON CREEK GOLF, LTD., a
Florida limited partnership

By: RIVERSIDE GOLF GROUP, INC.,
a Florida corporation,
General Partner

[Signature]
Name:

[Signature]
Name:

By: *Kim F. Bosaw* *WT*
Name: Kim F. Bosaw
Title: Vice President

LAND DEVELOPER:

General Development Corporation,
a Delaware corporation, as
Debtor in Possession under
Consolidated U.S. Bankruptcy
Court Case No. 90-12231-BKC-AJC,
Southern District of Florida

[Signature]
Name:

Cal A. On
Name:

By: *[Signature]*
Name: JAY E. FERTIG
Title: VICE PRESIDENT

EXHIBIT A

ALL of Units One (1), Five (5) and Nine (9), Julington Creek, a subdivision according to the plat thereof, recorded in Map Book 16, Page 35 et seq., Map Book 17, Page 1 et seq., and Map Book 18, Page 77 et seq., respectively, of Public Records of St. Johns County, Florida, located within one thousand feet (1,000') of the lands described in Exhibit "B", attached hereto and made a part hereof;

LESS AND EXCEPT those lands described in Exhibits A-1, A-2 and A-3, attached hereto and made a part hereof.

JULINGTONLEGAL.159

JULINGTON CREEK UNIT ONE

The following described lands located within Julington Creek, Unit One (1), a subdivision according to the Plat thereof, recorded in Map Book 16, Page 35, et seq. of the Public Records of St. Johns County, Florida:

Lot 10, Block 6	Lot 7, Block 6	Lot 11, Block 5
Lot 14, Block 6	Lot 30, Block 5	Lot 12, Block 6
Lot 29, Block 6	Lot 18, Block 6	Lot 34, Block 6
Lot 15, Block 6	Lot 24, Block 5	Lot 25, Block 5
Lot 48, Block 5	Lot 7, Block 7	Lot 29, Block 5
Lot 52, Block 5	Lot 16, Block 5	Lot 9, Block 5
Lot 6, Block 7	Lot 28, Block 6	Lot 4, Block 6
Lot 3, Block 5	Lot 8, Block 5	Lot 20, Block 5
Lot 21, Block 5	Lot 29, Block 5	Lot 49, Block 5
Lot 11, Block 5	Lot 32, Block 5	Lot 8, Block 7
Lot 48, Block 5	Lot 6, Block 5	Lot 4, Block 5
Lot 50, Block 6	Lot 2, Block 5	Lot 13, Block 6
Lot 45, Block 5	Lot 44, Block 5	

JULINGTON CREEK UNIT FIVE

The following described lands located within Julington Creek, Unit Five (5), a subdivision according to the Plat thereof, recorded in Map Book 17, Page 1, et seq. of the Public Records of St. Johns County, Florida:

Lot 12, Block 44	Lot 7, Block 41	Lot 5, Block 41
Lot 14, Block 41	Lot 13, Block 45	Lot 5, Block 42
Lot 10, Block 44	Lot 19, Block 44	Lot 2, Block 44
Lot 15, Block 44	Lot 18, Block 41	Lot 1, Block 44
Lot 7, Block 42	Lot 11, Block 46	Lot 3, Block 45
Lot 5, Block 43	Lot 3, Block 42	Lot 20, Block 44
Lot 13, Block 46	Lot 5, Block 45	Lot 4, Block 41
Lot 1, Block 45	Lot 2, Block 42	Lot 15, Block 41
Lot 7, Block 44	Lot 12, Block 46	
Lot 8, Block 44	Lot 6, Block 46	Lot 9, Block 41
Lot 14, Block 44	Lot 24, Block 42	Lot 13, Block 41
Lot 1, Block 41	Lot 21, Block 42	Lot 4, Block 46
Lot 20, Block 42	Lot 11, Block 42	Lot 10, Block 42
Lot 6, Block 44	Lot 2, Block 45	Lot 10, Block 46
Lot 3, Block 46	Lot 5, Block 41	Lot 10, Block 41
Lot 3, Block 44	Lot 5, Block 42	Lot 3, Block 45
Lot 2, Block 46	Lot 17, Block 42	Lot 16, Block 41
Lot 5, Block 46	Lot 5, Block 44	Lot 4, Block 44
Lot 9, Block 42	Lot 16, Block 42	Lot 17, Block 41
Lot 8, Block 46	Lot 19, Block 41	Lot 11, Block 41
Lot 13, Block 44	Lot 20, Block 41	Lot 14, Block 46

The following described lands located within Julington Creek, Unit Nine (9), a subdivision according to the Plat thereof, recorded in Map Book 18, Page 77, et seq., of the Public Records of St. Johns County, Florida:

- A. A portion of Tracts A and F and all of Tract D as shown on the plat of JULINGTON CREEK UNIT NINE as recorded in Map Book 18 at page 77 of the Public Records of St. Johns County, Florida, and being more particularly described as follows:

A portion of the Constance McFee Grant lying in Section 54 and a portion of Section 32, both of Township 4 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the southerly right of way line of Davis Pond Boulevard as shown on the Plat of Julington Creek Unit One, as recorded in Map Book 16, Pages 35 through 51 of the Public Records of St. Johns County, Florida, with the easterly right of way line of State Road No. 13 (a 100 foot right of way as now established); thence S04°51'47"W along said easterly right of way line of State Road No. 13, 485.00 feet to the POINT OF BEGINNING; thence continue S04°51'47"W along said easterly right of way line, 596.98 feet; thence S85°02'13"E, 261.32 feet; thence N49°41'00"E, 581.60 feet; thence N30°07'11"E, 341.95 feet; thence N59°08'19"E, 403.75 feet; thence N52°07'24"E, 235.98 feet; thence N66°29'23"E, 309.93 feet; thence N35°42'12"E, 265.26 feet; thence N25°04'03"W, 99.93 feet to an intersection with the said southerly right of way line of Davis Pond Boulevard; thence S64°55'57"W along said southerly right of way line of Davis Pond Boulevard 381.53 feet to the point of curvature of a curve to the right; thence Westerly along and around the arc of said curve, and said southerly right of way line of Davis Pond Boulevard being concave northerly and having a radius of 2300.00 feet, an arc distance of 586.35 feet, said arc being subtended by a chord bearing and distance of S72°14'09"W, 584.76 feet; thence S06°17'36"E, 151.33 feet; thence S60°5'59"W, 206.94 feet; thence S36°00'30"W, 321.67 feet; thence N37°59'58"W, 500.62 feet to the POINT OF BEGINNING. The foregoing described lands are those lands described in that Special Warranty Deed from General Development Corporation, as Grantor, to General Development Utilities, Inc., as Grantee, dated February 27, 1986, recorded in Official Records Book 693, Page 1705 et seq. of the Public Records of St. Johns County, Florida

AND

- B. Lot 5, Block 223
Lots 1 and 4, Block 221
Lots 1, 2, 6, 7, 11, 12, 13, 14, 19, 20, 21, 22, 23, and 24, Block 223.

PART OF TRACTS "D" AND "E"

A PART OF TRACT "D" AND TRACT "E" OF JULINGTON CREEK UNIT FIVE, AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "E", SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 320.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°56'12" EAST, AND A CHORD DISTANCE OF 320.35 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 75°53'22" EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 228.82 FEET; THENCE SOUTH 66°07'22" EAST, A DISTANCE OF 117.98 FEET; THENCE SOUTH 76°14'40" EAST, A DISTANCE OF 351.56 FEET; THENCE SOUTH 58°29'07" EAST, A DISTANCE OF 582.48 FEET; THENCE SOUTH 68°47'39" EAST, A DISTANCE OF 122.12 FEET; THENCE SOUTH 09°55'55" WEST, A DISTANCE OF 188.40 FEET; THENCE SOUTH 33°11'47" WEST, A DISTANCE OF 350.00 FEET; THENCE SOUTH 06°48'13" EAST, A DISTANCE OF 455.00 FEET; THENCE NORTH 66°41'47" EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 64°18'13" EAST, ALONG A NORTH LINE OF SAID TRACT "D" AND ITS WESTERLY PROJECTION THEREOF, A DISTANCE OF 220.00 FEET, TO A POINT AT THE MOST SOUTHERLY CORNER OF BLOCK 42 OF SAID JULINGTON CREEK UNIT FIVE; THENCE NORTH 53°56'10" EAST, ALONG SAID BLOCK 42, A DISTANCE OF 147.92 FEET; THENCE NORTH 21°03'56" EAST, ALONG SAID BLOCK 42, A DISTANCE OF 30.00 FEET; THENCE SOUTH 68°56'04" EAST, ALONG THE SOUTHERLY LINE OF LANDS RECORDED IN OFFICIAL RECORDS VOLUME 443, PAGE 451 AND OFFICIAL RECORDS VOLUME 328, PAGE 644 OF SAID PUBLIC RECORDS, A DISTANCE OF 798.70 FEET; THENCE SOUTH 21°03'56" WEST ALONG A LINE OF BLOCK 54, SAID JULINGTON CREEK UNIT FIVE, A DISTANCE OF 409.75 FEET; THENCE SOUTH 19°12'00" EAST ALONG A LINE OF SAID BLOCK 54, A DISTANCE OF 174.88 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 422.57 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID BLOCK 54 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 227.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°38'25" EAST AND A CHORD DISTANCE OF 225.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50°04'50" EAST, CONTINUING ALONG SAID BLOCK 54, A DISTANCE OF 63.53 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 233.57 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID BLOCK 54 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 107.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°56'03" EAST, AND A CHORD DISTANCE OF 106.25 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID BLOCK 54 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 31.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°27'24" EAST, AND A CHORD DISTANCE OF 29.16 FEET TO A POINT OF CUSP OF A CURVE LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF TEABERRY TRACE AS SHOWN

EXHIBIT B (continued)

ON SAID UNIT FIVE (A 60 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 378.63 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF TEABERRY TRACE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 106.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°47'56" WEST, AND A CHORD DISTANCE OF 106.38 FEET TO A POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG BLOCK 53 AS SHOWN ON SAID JULINGTON CREEK UNIT FIVE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 43.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 18°26'16" EAST AND A CHORD DISTANCE OF 38.46 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 173.57 FEET; THENCE NORTHWESTERLY ALONG SAID BLOCK 53 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 55.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°57'53" WEST, AND A CHORD DISTANCE OF 55.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°04'50" WEST CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 63.53 FEET; TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 482.57 FEET; THENCE NORTHWESTERLY ALONG SAID BLOCK 53 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 260.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 34°38'25" WEST, AND A CHORD DISTANCE OF 256.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°12'00" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 137.51 FEET; THENCE NORTH 67°45'00" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 121.38 FEET; THENCE SOUTH 76°49'39" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 144.81 FEET; THENCE SOUTH 28°15'50" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 105.59 FEET; THENCE SOUTH 12°47'00" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 122.02 FEET; THENCE SOUTH 54°46'57" EAST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 83.23 FEET; THENCE SOUTH 33°59'47" EAST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 207.46 FEET; THENCE SOUTH 40°45'36" EAST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 311.62 FEET TO A POINT IN THE AFOREMENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE OF TEABERRY TRACE, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 378.63 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 162.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°18'56" WEST, AND A CHORD DISTANCE OF 161.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 76.80 FEET, TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 40.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46°53'06" WEST, AND A CHORD DISTANCE OF 36.50 FEET, TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED DURBIN CREEK BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 2494.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°38'44" WEST, AND A CHORD DISTANCE OF

2392.26 FEET TO A POINT ON SAID CURVE; THENCE NORTH 59°39'50" EAST LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 20.53 FEET; THENCE NORTH 30°20'10" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 59°39'50" EAST, A DISTANCE OF 364.77 FEET; THENCE SOUTH 72°34'06" EAST, A DISTANCE OF 262.76 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT "E"; THENCE NORTH 11°48'06" WEST LEAVING SAID CORNER OF TRACT "E", A DISTANCE OF 566.21 FEET; THENCE NORTH 31°46'43" EAST, A DISTANCE OF 406.19 FEET TO A POINT ON A NORTHERLY LINE OF SAID TRACT "E"; THENCE NORTH 69°13'17" WEST ALONG SAID NORTHERLY LINE OF TRACT "E", A DISTANCE OF 520.59 FEET; THENCE NORTH 74°17'17" WEST, CONTINUING ALONG A NORTHERLY LINE OF SAID TRACT "E", A DISTANCE OF 514.44 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 65.65 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 65.65 ACRE TRACT OF LAND BEING SUBJECT TO A 2.96 ACRE EASEMENT TO JACKSONVILLE ELECTRIC AUTHORITY AS RECORDED IN OFFICIAL RECORDS VOLUME 705, PAGES 473 AND 474 OF THE PUBLIC RECORDS OF SAID COUNTY.

PARCEL ONE

A PART OF TRACT "H" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 69°40'53" WEST, ALONG A NORTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 95.82 FEET; THENCE SOUTH 46°18'41" WEST, CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 227.37 FEET; THENCE SOUTH 52°42'10" WEST, CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 924.03 FEET; THENCE SOUTH 75°54'44" WEST LEAVING SAID NORTH LINE OF TRACT "M", A DISTANCE OF 119.65 FEET; THENCE NORTH 87°24'49" WEST, A DISTANCE OF 95.71 FEET; THENCE NORTH 72°47'14" WEST, A DISTANCE OF 111.18 FEET; THENCE NORTH 16°44'46" WEST, A DISTANCE OF 95.94 FEET, TO A POINT AT A CORNER TO BLOCK 10 OF THE AFORESAID JULINGTON CREEK UNIT ONE; THENCE NORTH 52°08'35" EAST ALONG A SOUTHERLY LINE OF JULINGTON CREEK UNIT ONE, BLOCK 10, A DISTANCE OF 712.63 FEET; THENCE NORTH 58°40'10" EAST, CONTINUING ALONG SAID BLOCK 10, A DISTANCE OF 489.76 FEET; THENCE NORTH 45°30'17" EAST, CONTINUING ALONG SAID BLOCK 10, A DISTANCE OF 322.06 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 248.70 FEET; THENCE SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 119.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 33°10'22" EAST AND A CHORD DISTANCE OF 117.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°27'04" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 178.89 FEET TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 9.30 ACRES MORE OR LESS.

ABOVE DESCRIBED 9.30 ACRE TRACT OF LAND BEING SUBJECT TO A 40 FOOT WIDE DRAINAGE EASEMENT, SAID EASEMENT LYING 40.00 FEET WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 69°40'53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 19°27'04" WEST, A DISTANCE OF 179.50 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 208.70 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 101.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 33°24'11" WEST AND A CHORD DISTANCE OF 100.64 FEET TO A POINT ON SAID CURVE; THENCE NORTH 45°30'17" EAST, A DISTANCE OF 40.04 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 248.70 FEET; THENCE SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 119.12 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING OF SOUTH 33°10'22" EAST, AND A CHORD DISTANCE OF 117.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°27'04" EAST CONTINUING ALONG THE SAID WESTERLY LINE OF LOLLY LOOP, A DISTANCE OF 178.89 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.26 ACRES MORE OR LESS.

PARCEL TWO

A PART OF TRACT "M" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 50 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 515.05 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 19.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°16'54" EAST, AND A CHORD DISTANCE OF 19.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°20'15" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 349.69 FEET; TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°17'51" WEST, AND A CHORD DISTANCE OF 35.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°55'57" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON SAID MAP OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 593.69 FEET, TO A POINT OF CURVE A OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 904.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°15'25" WEST, AND A CHORD DISTANCE OF 897.67 FEET TO A POINT ON SAID CURVE; THENCE NORTH 05°08'13" WEST, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 209.37 FEET; THENCE NORTH 85°08'13" WEST TO ITS INTERSECTION WITH THE EASTERLY LINE OF TRACT "E" AS SHOWN ON SAID JULINGTON CREEK UNIT ONE, A DISTANCE OF 295.00 FEET; THENCE NORTH 04°51'47" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 415.00 FEET; THENCE SOUTH 85°08'13" EAST, A DISTANCE OF 280.00 FEET; THENCE NORTH 47°51'47" EAST, A DISTANCE OF 340.00 FEET; THENCE SOUTH 53°42'39" EAST, A DISTANCE OF 132.18 FEET; THENCE SOUTH 33°51'47" WEST, A DISTANCE OF 539.61 FEET; THENCE NORTH 70°45'38" EAST, ALONG A SOUTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 393.53 FEET; THENCE NORTH 74°49'33" EAST, CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 683.84 FEET; THENCE NORTH 43°32'30" EAST, A DISTANCE OF 248.09 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 16.76 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 16.76 ACRE TRACT BEING SUBJECT TO A 40 FOOT WIDE DRAINAGE EASEMENT, SAID EASEMENT BEING 40.00 FEET WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT BEGINNING COMMENCE AT THE SOUTHEASTERLY CORNER OF TRACT "M", SAID CORNER LYING ON THE

WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT) SAID POINT LYING ON A CURVE SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 516.06 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 19.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°16'54" EAST AND A CHORD DISTANCE OF 19.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°20'15" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 349.69 FEET TO THE POINT OF CURVE OF A CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°17'51" WEST AND A CHORD DISTANCE OF 35.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°55'57" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON SAID MAP OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT) A DISTANCE OF 14.45 FEET; THENCE NORTH 26°20'15" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 378.59 FEET; THENCE NORTH 43°32'30" EAST, A DISTANCE OF 42.97 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.35 ACRES MORE OR LESS.

PART OF TRACT "K"

A PART OF TRACT "K", AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF TRACT "P" OF SAID JULINGTON CREEK UNIT ONE, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT "K", OF SAID JULINGTON CREEK UNIT ONE; THENCE NORTH 69°00'22" WEST ALONG THE NORTHEASTERLY LINE OF TRACT "G-4", A DISTANCE OF 160.79 FEET; THENCE NORTH 36°46'15" WEST, CONTINUING ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 85.72 FEET; THENCE NORTH 53°40'26" EAST, LEAVING THE NORTHWESTERLY LINE OF SAID TRACT "G-4" A DISTANCE OF 476.52 FEET; THENCE NORTH 86°50'06" EAST, A DISTANCE OF 393.12 FEET; THENCE SOUTH 75°29'00" EAST, A DISTANCE OF 150.16 FEET; THENCE NORTH 31°59'47" EAST, A DISTANCE OF 45.65 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 5, SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 75°58'33" EAST, ALONG THE SAID SOUTHERLY LINE OF BLOCK 5, SAID JULINGTON CREEK UNIT ONE, A DISTANCE OF 399.91 FEET; THENCE SOUTH 61°40'57" EAST, CONTINUING ALONG SAID SOUTHERLY LINE OF BLOCK 5, A DISTANCE OF 119.73 FEET; THENCE NORTH 35°00'15" EAST, ALONG AN EASTERLY LINE, OF BLOCK 5, TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF LARKSPUR LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 130.00 FEET, TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 644.11 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LARKSPUR LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 131.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°09'49" EAST, AND A CHORD DISTANCE OF 130.90 FEET, TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 469.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 220.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°46'58" EAST, AND A CHORD DISTANCE OF 218.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°14'03" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.36 FEET; TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 35.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 29°11'40" EAST, AND A CHORD DISTANCE OF 32.83 FEET; TO A POINT OF REVERSE CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 152.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°13'45" WEST, AND A CHORD DISTANCE OF 152.29 FEET TO A POINT ON SAID CURVE; THENCE NORTH 81°24'30" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AND ALONG THE NORTHERLY LINE OF SAID TRACT "P", A DISTANCE OF 901.29 FEET; THENCE SOUTH 87°07'38" WEST, CONTINUING

EXHIBIT B (continued)

ALONG SAID TRACT "P", A DISTANCE OF 558.70 FEET; THENCE SOUTH 51°41'33" WEST, CONTINUING ALONG SAID TRACT "P", A DISTANCE OF 201.69 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 11.18 ACRES MORE OR LESS.

O.R. 929 PG 0777

PART OF TRACT "J"

A PART OF TRACT "J" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF TRACT "N", JULINGTON CREEK UNIT ONE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF TRACT "J" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH $51^{\circ}41'33''$ WEST, ALONG A NORTH LINE OF THE AFORESAID TRACT "N" OF JULINGTON CREEK UNIT ONE, A DISTANCE OF 208.56 FEET; THENCE SOUTH $60^{\circ}16'09''$ WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 510.15 FEET; THENCE SOUTH $69^{\circ}40'53''$ WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 171.31 FEET; THENCE NORTH $11^{\circ}10'59''$ WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 162.22 FEET; THENCE NORTH $24^{\circ}13'09''$ EAST, A DISTANCE OF 263.54 FEET, TO A POINT ON THE SOUTH LINE OF BLOCK 12 OF THE AFORESAID JULINGTON CREEK UNIT ONE; THENCE NORTH $65^{\circ}52'59''$ EAST, ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 466.31 FEET; THENCE NORTH $47^{\circ}03'43''$ EAST, CONTINUING ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 199.56 FEET TO THE WESTERLY LINE OF TRACT "G-4" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH $28^{\circ}20'54''$ EAST, ALONG THE WESTERLY LINE OF SAID TRACT "G-4", A DISTANCE OF 89.15 FEET; THENCE SOUTH $20^{\circ}09'04''$ EAST, A DISTANCE OF 195.15 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 5.65 ACRES MORE OR LESS.

110155

PART OF TRACT "J"

A PART OF TRACT "J" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF TRACT "N", JULINGTON CREEK UNIT ONE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF TRACT "J" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 51°41'33" WEST, ALONG A NORTH LINE OF THE AFORESAID TRACT "N" OF JULINGTON CREEK UNIT ONE, A DISTANCE OF 208.56 FEET; THENCE SOUTH 60°16'09" WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 510.15 FEET; THENCE SOUTH 69°40'53" WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 171.31 FEET; THENCE NORTH 11°10'59" WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 162.22 FEET; THENCE NORTH 24°13'09" EAST, A DISTANCE OF 263.54 FEET, TO A POINT ON THE SOUTH LINE OF BLOCK 12 OF THE AFORESAID JULINGTON CREEK UNIT ONE; THENCE NORTH 68°52'59" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 466.31 FEET; THENCE NORTH 47°03'43" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 199.56 FEET TO THE WESTERLY LINE OF TRACT "G-4" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 28°20'54" EAST, ALONG THE WESTERLY LINE OF SAID TRACT "G-4", A DISTANCE OF 89.15 FEET; THENCE SOUTH 20°09'04" EAST, A DISTANCE OF 193.15 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992. 5.65 ACRES MORE OR LESS.

550-553

TRACT "L" JULINGTON CREEK

O.R. 929 PG 0780

91208.03

BEING ALL OF TRACT "L" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF TRACT "N" AS SHOWN ON SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT): THENCE NORTH 43°32'30" EAST ALONG A SOUTHERLY LINE OF TRACT "N" A DISTANCE OF 686.53 FEET; THENCE NORTH 57°21'52" EAST CONTINUING ALONG A SOUTHERLY LINE OF TRACT "N" A DISTANCE OF 693.07 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF TRACT "G-4" AS SHOWN ON SAID PLAT OF JULINGTON CREEK UNIT ONE; THENCE NORTH 67°27'59" EAST ALONG A SOUTHERLY LINE OF TRACT "G-4" A DISTANCE OF 160.08 FEET; THENCE SOUTH 77°36'06" EAST CONTINUING ALONG A SOUTH LINE OF TRACT "G-4" A DISTANCE OF 286.64 FEET; THENCE SOUTH 42°40'59" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 445.56 FEET; THENCE NORTH 71°43'59" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 404.65 FEET; THENCE NORTH 74°41'56" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 111.18 FEET; THENCE NORTH 37°02'53" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 143.45 FEET; THENCE SOUTH 47°00'30" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 92.01 FEET; THENCE NORTH 65°03'21" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 90.36 FEET TO A POINT ON A LINE OF BLOCK 7, JULINGTON CREEK UNIT ONE; THENCE SOUTH 34°38'54" WEST CONTINUING ALONG LINES OF SAID BLOCK 7, A DISTANCE OF 37.55 FEET; THENCE SOUTH 21°36'08" EAST CONTINUING ALONG SAID BLOCK 7, A DISTANCE OF 160.26 FEET; THENCE NORTH 87°56'07" EAST CONTINUING ALONG SAID BLOCK 7, A DISTANCE OF 99.68 FEET; THENCE SOUTH 49°50'43" EAST CONTINUING ALONG SAID BLOCK 7, A DISTANCE OF 601.05 FEET; THENCE NORTH 54°01'10" EAST CONTINUING ALONG A SOUTHERLY LINE OF SAID BLOCK 7 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DUBBIN CREEK BOULEVARD AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT). A DISTANCE OF 93.50 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 2700.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 223.40 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°29'58" EAST AND A CHORD DISTANCE OF 223.34 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.12 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°49'00" WEST AND A CHORD DISTANCE OF 34.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON THE SAID PLAT OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 56°30'03" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 185.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY

RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 162.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°35'45" WEST AND A CHORD DISTANCE OF 161.97 FEET TO A POINT ON SAID CURVE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF BLOCK 8 AS SHOWN ON SAID JULINGTON CREEK UNIT ONE; THENCE NORTH 26°44'45" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND WITH LINES OF SAID BLOCK 8, A DISTANCE OF 141.79 FEET; THENCE NORTH 56°03'41" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 357.66 FEET; THENCE NORTH 69°57'14" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 806.10 FEET; THENCE NORTH 81°31'06" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 115.26 FEET; THENCE SOUTH 87°04'56" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 412.53 FEET; THENCE SOUTH 75°43'08" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 113.51 FEET; THENCE SOUTH 66°55'38" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 294.08 FEET; THENCE SOUTH 65°44'46" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 398.63 FEET; THENCE SOUTH 54°30'58" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 124.04 FEET; THENCE SOUTH 45°00'00" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 155.56 FEET; THENCE SOUTH 17°15'32" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 107.86 FEET; THENCE SOUTH 19°30'29" EAST CONTINUING ALONG LINES OF SAID BLOCK 8 TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD, A DISTANCE OF 171.59 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 2300.01 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE NORTHERLY LINE OF SAID DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 219.74 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°45'18" WEST AND A CHORD DISTANCE OF 219.65 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS 25.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG THE NORTHERLY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°39'35" WEST AND A CHORD DISTANCE OF 34.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP; THENCE NORTH 26°20'15" WEST CONTINUING ALONG THE EASTERLY LINE OF SAID LOLLY LOOP, A DISTANCE OF 352.13 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 456.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 41.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°43'23" WEST AND A CHORD DISTANCE OF 41.61 FEET TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS DATED ON FEBRUARY 11, 1992, 28.34 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 28.34 ACRE TRACT OF LAND BEING SUBJECT TO A 25 FOOT WIDE DRAINAGE EASEMENT, SAID EASEMENT LYING 25.00 FEET EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF TRACT "N" AS SHOWN ON SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE EASTERLY RIGHT-

OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 43°32'30" EAST, A DISTANCE OF 27.85 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 431.06 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 51.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 22°55'49" EAST AND A CHORD DISTANCE OF 51.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°20'15" EAST, A DISTANCE OF 377.13 FEET TO A POINT ON A CURVE, SAID POINT BEING THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON SAID MAP OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 2300.01 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 0.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°01'32" WEST AND A CHORD DISTANCE OF 0.59 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°39'35" WEST AND A CHORD DISTANCE OF 34.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP; THENCE NORTH 26°20'15" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, A DISTANCE OF 352.13 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 456.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 41.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°43'23" WEST AND A CHORD DISTANCE OF 41.61 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.24 ACRES MORE OR LESS.

TRACTS "I" AND "J"

A PART OF SECTIONS 32 AND 33, TOWNSHIP 4 SOUTH, RANGE 27 EAST TOGETHER WITH A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1288 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE BEING RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF TRACT "L", SAID CORNER LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD BY JULINGTON CREEK UNIT FIVE AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE. SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 146.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°54'39" EAST AND A CHORD DISTANCE OF 146.77 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON A CURVE. SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°14'03" EAST, AND A CHORD DISTANCE OF 72.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 175.37 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 77.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°06'38" EAST, AND A CHORD DISTANCE OF 77.60 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 03°19'21" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 154.21 FEET; THENCE SOUTH 22°43'50" EAST, A DISTANCE OF 108.07 FEET; THENCE SOUTH 37°58'07" EAST, A DISTANCE OF 108.32 FEET; THENCE SOUTH 52°20'00" EAST, A DISTANCE OF 409.56 FEET; THENCE SOUTH 50°21'54" EAST, A DISTANCE OF 78.12 FEET; THENCE SOUTH 45°21'21" EAST, A DISTANCE OF 87.68 FEET; THENCE SOUTH 40°02'16" EAST, A DISTANCE OF 87.68 FEET; THENCE SOUTH 35°00'55" EAST, A DISTANCE OF 77.94 FEET; THENCE SOUTH 30°26'34" EAST, A DISTANCE OF 78.48 FEET; THENCE SOUTH 29°10'00" EAST, A DISTANCE OF 589.12 FEET; THENCE SOUTH 43°12'50" EAST, A DISTANCE OF 107.26 FEET; THENCE SOUTH 58°20'30" EAST, A DISTANCE OF 107.02 FEET; THENCE SOUTH 74°19'34" EAST, A DISTANCE OF 107.02 FEET; THENCE SOUTH 23°18'53" EAST, A DISTANCE OF 116.08 FEET; THENCE SOUTH 10°48'08" EAST, A DISTANCE OF 27.01 FEET; THENCE SOUTH 40°53'43" EAST, A DISTANCE OF 64.75 FEET; THENCE SOUTH 67°29'27" EAST, A DISTANCE OF 46.07 FEET; THENCE SOUTH 81°59'38" EAST, A DISTANCE OF 35.53 FEET; THENCE NORTH 83°17'55" EAST, A DISTANCE OF 47.83 FEET; THENCE NORTH 83°12'51" EAST, A DISTANCE OF 65.95 FEET; THENCE NORTH 37°39'07" EAST, A DISTANCE OF 73.58 FEET; THENCE SOUTH 61°42'03" EAST, A

DISTANCE OF 13.14 FEET; THENCE SOUTH 29°21'27" EAST, A DISTANCE OF 35.31 FEET; THENCE SOUTH 77°32'03" EAST, A DISTANCE OF 33.72 FEET; THENCE SOUTH 88°50'42" EAST, A DISTANCE OF 66.14 FEET; THENCE SOUTH 56°02'57" EAST, A DISTANCE OF 66.43 FEET; THENCE SOUTH 38°02'09" EAST, A DISTANCE OF 57.38 FEET; THENCE SOUTH 26°39'29" EAST, A DISTANCE OF 118.28 FEET; THENCE SOUTH 31°24'54" EAST, A DISTANCE OF 119.81 FEET; THENCE SOUTH 63°16'05" EAST, A DISTANCE OF 98.16 FEET; THENCE SOUTH 63°21'53" EAST, A DISTANCE OF 81.79 FEET; THENCE SOUTH 71°17'15" EAST, A DISTANCE OF 63.57 FEET; THENCE SOUTH 78°42'54" EAST, A DISTANCE OF 62.41 FEET; THENCE SOUTH 80°52'01" EAST, A DISTANCE OF 31.78 FEET; THENCE SOUTH 89°16'23" EAST, A DISTANCE OF 37.22 FEET; THENCE SOUTH 75°29'58" EAST, A DISTANCE OF 25.50 FEET; THENCE SOUTH 47°27'13" EAST, A DISTANCE OF 39.88 FEET; THENCE SOUTH 06°48'57" EAST, A DISTANCE OF 28.72 FEET; THENCE SOUTH 21°43'41" EAST, A DISTANCE OF 26.04 FEET; THENCE SOUTH 35°51'43" EAST, A DISTANCE OF 34.35 FEET; THENCE SOUTH 46°15'53" EAST, A DISTANCE OF 138.98 FEET; THENCE SOUTH 67°56'48" EAST, A DISTANCE OF 25.85 FEET; THENCE SOUTH 71°03'28" EAST, A DISTANCE OF 77.55 FEET; THENCE SOUTH 04°40'00" WEST, A DISTANCE OF 372.82 FEET; THENCE SOUTH 53°40'00" WEST, A DISTANCE OF 250.00 FEET; THENCE NORTH 82°28'37" WEST, A DISTANCE OF 55.93 FEET; THENCE NORTH 66°29'35" WEST, A DISTANCE OF 116.93 FEET; THENCE SOUTH 89°23'55" WEST, A DISTANCE OF 93.43 FEET; THENCE SOUTH 58°26'05" WEST, A DISTANCE OF 36.52 FEET; THENCE NORTH 44°14'22" WEST, A DISTANCE OF 83.66 FEET; THENCE NORTH 85°15'00" WEST, A DISTANCE OF 156.82 FEET; THENCE SOUTH 37°32'59" WEST, A DISTANCE OF 84.88 FEET; THENCE SOUTH 13°39'13" EAST, A DISTANCE OF 236.16 FEET; THENCE SOUTH 35°51'47" WEST, A DISTANCE OF 232.51 FEET; THENCE SOUTH 35°21'53" EAST, A DISTANCE OF 71.76 FEET; THENCE SOUTH 59°30'03" WEST, A DISTANCE OF 141.24 FEET; THENCE SOUTH 57°29'37" WEST, A DISTANCE OF 43.81 FEET; THENCE SOUTH 55°35'23" WEST, A DISTANCE OF 75.41 FEET; THENCE SOUTH 48°40'19" WEST, A DISTANCE OF 30.38 FEET; THENCE SOUTH 45°30'45" WEST, A DISTANCE OF 37.76 FEET; THENCE SOUTH 48°29'09" WEST, A DISTANCE OF 50.65 FEET; THENCE SOUTH 36°54'17" WEST, A DISTANCE OF 52.39 FEET; THENCE SOUTH 20°26'35" WEST, A DISTANCE OF 51.59 FEET; THENCE SOUTH 14°02'46" WEST, A DISTANCE OF 39.27 FEET; THENCE SOUTH 08°29'48" WEST, A DISTANCE OF 40.28 FEET; THENCE SOUTH 05°10'05" EAST, A DISTANCE OF 49.34 FEET; THENCE SOUTH 00°30'10" WEST, A DISTANCE OF 46.81 FEET; THENCE SOUTH 08°23'20" WEST, A DISTANCE OF 30.68 FEET; THENCE SOUTH 18°09'52" WEST, A DISTANCE OF 59.70 FEET; THENCE SOUTH 24°39'49" WEST, A DISTANCE OF 52.00 FEET; THENCE SOUTH 19°02'53" WEST, A DISTANCE OF 56.43 FEET; THENCE SOUTH 01°10'32" WEST, A DISTANCE OF 29.25 FEET; THENCE SOUTH 23°55'15" EAST, A DISTANCE OF 40.73 FEET; THENCE SOUTH 42°15'11" EAST, A DISTANCE OF 59.87 FEET; THENCE SOUTH 79°42'56" EAST, A DISTANCE OF 17.10 FEET; THENCE SOUTH 14°54'16" EAST, A DISTANCE OF 66.06 FEET; THENCE SOUTH 03°51'00" WEST, A DISTANCE OF 99.61 FEET; THENCE SOUTH 02°30'00" EAST, ALONG A LINE TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD BY JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID

TRACTS "I" & "J" PAGE 2

PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 624.09 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2099.86 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1263.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 81°58'11" WEST, AND A CHORD DISTANCE OF 1244.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°43'59" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 328.10 FEET; THENCE NORTH 30°06'53" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 302.28 FEET; THENCE NORTH 35°10'13" WEST, A DISTANCE OF 189.59 FEET; THENCE NORTH 25°54'29" WEST, A DISTANCE OF 207.18 FEET; THENCE NORTH 69°50'00" EAST (AT 121.39 FEET PASSING THROUGH REFERENCE POINT "A"), A DISTANCE OF 296.84 FEET; THENCE SOUTH 30°10'45" EAST, A DISTANCE OF 205.51 FEET; THENCE SOUTH 28°17'05" EAST, A DISTANCE OF 225.41 FEET; THENCE SOUTH 38°32'32" EAST, A DISTANCE OF 74.72 FEET; THENCE SOUTH 52°51'05" EAST, A DISTANCE OF 200.91 FEET; THENCE SOUTH 52°49'42" EAST, A DISTANCE OF 194.96 FEET; THENCE SOUTH 76°02'56" EAST, A DISTANCE OF 335.00 FEET; THENCE NORTH 72°15'14" EAST, A DISTANCE OF 386.42 FEET; THENCE NORTH 18°32'18" EAST, A DISTANCE OF 234.31 FEET; THENCE NORTH 12°30'39" WEST, A DISTANCE OF 72.98 FEET; THENCE NORTH 08°16'27" EAST, A DISTANCE OF 89.43 FEET; THENCE NORTH 41°12'05" WEST, A DISTANCE OF 97.98 FEET; THENCE NORTH 04°22'31" WEST, A DISTANCE OF 107.81 FEET; THENCE NORTH 06°45'45" WEST, A DISTANCE OF 59.72 FEET; THENCE NORTH 26°05'52" EAST, A DISTANCE OF 80.75 FEET; THENCE NORTH 29°05'32" EAST, A DISTANCE OF 57.94 FEET; THENCE NORTH 53°12'33" EAST, A DISTANCE OF 80.13 FEET; THENCE NORTH 27°02'10" EAST, A DISTANCE OF 64.39 FEET; THENCE NORTH 27°01'35" EAST, A DISTANCE OF 65.56 FEET; THENCE NORTH 48°01'06" EAST, A DISTANCE OF 86.12 FEET; THENCE NORTH 26°40'24" EAST, A DISTANCE OF 72.36 FEET; THENCE NORTH 31°51'37" EAST, A DISTANCE OF 50.64 FEET; THENCE NORTH 26°28'10" EAST, A DISTANCE OF 90.06 FEET; THENCE NORTH 33°27'35" EAST, A DISTANCE OF 55.03 FEET; THENCE NORTH 26°47'15" EAST, A DISTANCE OF 42.18 FEET; THENCE NORTH 86°32'06" EAST, A DISTANCE OF 51.52 FEET; THENCE NORTH 84°06'30" EAST, A DISTANCE OF 38.31 FEET; THENCE SOUTH 38°51'32" EAST, A DISTANCE OF 27.45 FEET; THENCE NORTH 22°20'52" EAST, A DISTANCE OF 219.46 FEET; THENCE NORTH 23°33'26" WEST, A DISTANCE OF 252.97 FEET; THENCE NORTH 47°37'39" WEST, A DISTANCE OF 70.86 FEET; THENCE NORTH 11°17'36" WEST, A DISTANCE OF 102.70 FEET; THENCE NORTH 07°32'08" WEST, A DISTANCE OF 46.75 FEET; THENCE NORTH 05°53'40" WEST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 84°44'18" EAST, A DISTANCE OF 51.17 FEET; THENCE NORTH 00°57'33" EAST, A DISTANCE OF 43.10 FEET; THENCE NORTH 31°44'34" EAST, A DISTANCE OF 54.69 FEET; THENCE SOUTH 72°08'11" EAST, A DISTANCE OF 39.75 FEET; THENCE SOUTH 43°29'18" EAST, A DISTANCE OF 57.98 FEET; THENCE SOUTH 55°29'04" EAST, A DISTANCE OF 62.10 FEET; THENCE SOUTH 68°41'41" EAST, A DISTANCE OF 66.43 FEET; THENCE SOUTH 70°16'52" EAST, A DISTANCE OF 71.46 FEET; THENCE SOUTH 68°14'50" EAST, A DISTANCE OF 67.00 FEET; THENCE NORTH 89°32'48" EAST, A DISTANCE OF 35.26 FEET; THENCE NORTH 38°54'26" EAST, A DISTANCE OF 36.35 FEET; THENCE SOUTH 57°48'23" EAST, A

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DISTANCE OF 54.59 FEET; THENCE NORTH 76°21'15" EAST, A DISTANCE OF 85.57 FEET; THENCE SOUTH 85°05'03" EAST, A DISTANCE OF 77.67 FEET; THENCE SOUTH 86°05'08" EAST, A DISTANCE OF 42.98 FEET; THENCE SOUTH 31°37'39" EAST, A DISTANCE OF 77.02 FEET; THENCE NORTH 87°15'57" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 82°48'30" EAST, A DISTANCE OF 24.05 FEET; THENCE SOUTH 07°11'30" WEST, A DISTANCE OF 41.12 FEET; THENCE SOUTH 36°53'17" EAST, A DISTANCE OF 10.10 FEET; THENCE SOUTH 84°40'24" EAST, A DISTANCE OF 43.97 FEET; THENCE NORTH 25°39'30" EAST, A DISTANCE OF 42.32 FEET; THENCE NORTH 53°32'46" EAST, A DISTANCE OF 62.00 FEET; THENCE NORTH 25°39'30" EAST, A DISTANCE OF 84.23 FEET; THENCE NORTH 32°49'26" WEST, A DISTANCE OF 183.95 FEET; THENCE NORTH 57°52'07" WEST, A DISTANCE OF 98.45 FEET; THENCE NORTH 79°38'53" WEST, A DISTANCE OF 55.42 FEET; THENCE NORTH 78°25'26" WEST, A DISTANCE OF 51.12 FEET; THENCE NORTH 72°50'39" WEST, A DISTANCE OF 57.43 FEET; THENCE NORTH 34°06'22" WEST, A DISTANCE OF 65.91 FEET; THENCE NORTH 38°07'50" WEST, A DISTANCE OF 68.47 FEET; THENCE NORTH 56°59'20" WEST, A DISTANCE OF 89.68 FEET; THENCE NORTH 33°28'07" WEST, A DISTANCE OF 66.57 FEET; THENCE NORTH 31°37'12" WEST, A DISTANCE OF 47.48 FEET; THENCE NORTH 59°48'56" WEST, A DISTANCE OF 84.50 FEET; THENCE NORTH 68°27'04" WEST, A DISTANCE OF 53.70 FEET; THENCE SOUTH 76°51'07" WEST, A DISTANCE OF 60.44 FEET; THENCE NORTH 67°18'34" WEST, A DISTANCE OF 51.11 FEET; THENCE NORTH 70°55'54" WEST, A DISTANCE OF 65.37 FEET; THENCE NORTH 58°16'00" WEST, A DISTANCE OF 97.55 FEET; THENCE NORTH 60°32'18" WEST, A DISTANCE OF 71.10 FEET; THENCE NORTH 05°45'36" EAST, A DISTANCE OF 45.35 FEET; THENCE NORTH 46°52'52" WEST, A DISTANCE OF 57.24 FEET; THENCE NORTH 88°26'07" WEST, A DISTANCE OF 19.72 FEET; THENCE NORTH 68°12'06" WEST, A DISTANCE OF 88.42 FEET; THENCE NORTH 38°00'04" WEST, A DISTANCE OF 62.54 FEET; THENCE NORTH 26°44'46" WEST, A DISTANCE OF 50.04 FEET; THENCE NORTH 69°33'51" WEST, A DISTANCE OF 67.83 FEET; THENCE NORTH 38°27'48" WEST, A DISTANCE OF 59.08 FEET; THENCE NORTH 37°11'13" WEST, A DISTANCE OF 18.96 FEET; THENCE NORTH 41°24'39" WEST, A DISTANCE OF 67.57 FEET; THENCE NORTH 45°06'05" WEST, A DISTANCE OF 67.62 FEET; THENCE NORTH 05°44'01" EAST, A DISTANCE OF 78.26 FEET; THENCE NORTH 48°46'26" EAST, A DISTANCE OF 11.29 FEET; THENCE NORTH 46°52'52" WEST, A DISTANCE OF 275.80 FEET; THENCE SOUTH 83°04'10" WEST, A DISTANCE OF 69.77 FEET; THENCE NORTH 81°43'51" WEST, A DISTANCE OF 76.31 FEET; THENCE NORTH 72°47'43" WEST, A DISTANCE OF 76.49 FEET; THENCE NORTH 25°57'04" WEST, A DISTANCE OF 69.73 FEET; THENCE NORTH 50°32'59" WEST, A DISTANCE OF 25.75 FEET; THENCE NORTH 42°12'54" WEST, A DISTANCE OF 68.89 FEET; THENCE NORTH 10°07'00" WEST, A DISTANCE OF 38.39 FEET; THENCE NORTH 44°49'52" WEST, A DISTANCE OF 69.01 FEET; THENCE NORTH 29°43'52" WEST, A DISTANCE OF 94.63 FEET; THENCE NORTH 03°34'15" WEST, A DISTANCE OF 73.73 FEET; THENCE NORTH 41°04'49" WEST, A DISTANCE OF 270.29 FEET; THENCE NORTH 51°50'36" WEST, A DISTANCE OF 60.72 FEET; THENCE NORTH 52°59'14" WEST, A DISTANCE OF 96.63 FEET; THENCE NORTH 44°44'05" WEST, A DISTANCE OF 91.38 FEET; THENCE NORTH 21°36'32" WEST, A DISTANCE OF 65.90 FEET; THENCE NORTH 10°39'57" WEST, A DISTANCE OF 75.80 FEET; THENCE NORTH 35°07'40" WEST, A DISTANCE OF 74.48 FEET; THENCE NORTH 29°04'47" WEST, A

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DISTANCE OF 59.34 FEET; THENCE NORTH 51°59'43" WEST, A DISTANCE OF 58.26 FEET; THENCE NORTH 44°19'57" WEST, A DISTANCE OF 66.80 FEET; THENCE NORTH 15°46'35" WEST, A DISTANCE OF 33.89 FEET; THENCE SOUTH 34°55'31" WEST, A DISTANCE OF 210.69 FEET TO REFERENCE POINT "B". THENCE NORTH 48°17'21" WEST, A DISTANCE OF 100.70 FEET; THENCE NORTH 34°55'31" EAST, A DISTANCE OF 162.32 FEET; THENCE NORTH 87°19'27" WEST, A DISTANCE OF 44.20 FEET; THENCE NORTH 27°17'47" WEST, A DISTANCE OF 47.48 FEET; THENCE NORTH 12°00'27" WEST, A DISTANCE OF 50.67 FEET; THENCE NORTH 19°21'14" WEST, A DISTANCE OF 59.23 FEET; THENCE NORTH 00°56'59" WEST, A DISTANCE OF 152.95 FEET, TO THE POINT OF BEGINNING. CONTAINING 49.37 ACRES MORE OR LESS, SURVEY MADE ON FEBRUARY 27, 1992.

TOGETHER WITH TRACT "J" FOR A POINT OF REFERENCE, RETURN TO AFORESAID REFERENCE POINT "B" IN THE ABOVE DESCRIBED 49.37 ACRE TRACT "I"; THENCE SOUTH 34°55'31" WEST, A DISTANCE OF 264.69 FEET; THENCE NORTH 55°04'29" WEST, A DISTANCE OF 260.00 FEET TO POINT OF BEGINNING; THENCE SOUTH 21°45'00" WEST, A DISTANCE OF 776.05 FEET; THENCE SOUTH 09°57'15" EAST, A DISTANCE OF 237.60 FEET; THENCE NORTH 81°05'25" WEST, A DISTANCE OF 6.61 FEET; THENCE SOUTH 37°20'16" WEST, A DISTANCE OF 21.63 FEET; THENCE SOUTH 00°28'51" EAST, A DISTANCE OF 665.45 FEET; THENCE SOUTH 86°21'54" EAST, A DISTANCE OF 40.37 FEET; THENCE SOUTH 52°00'04" EAST, A DISTANCE OF 50.84 FEET; THENCE SOUTH 70°26'20" EAST, A DISTANCE OF 58.44 FEET; THENCE SOUTH 36°24'18" EAST, A DISTANCE OF 63.90 FEET; THENCE SOUTH 42°28'34" EAST, A DISTANCE OF 96.84 FEET; THENCE SOUTH 44°56'16" EAST, A DISTANCE OF 610.19 FEET; THENCE SOUTH 02°20'58" EAST, A DISTANCE OF 934.73 FEET; THENCE SOUTH 87°26'06" WEST, A DISTANCE OF 147.62 FEET; THENCE SOUTH 04°12'34" EAST, A DISTANCE OF 204.35 FEET TO A POINT AT THE NORTHEAST CORNER OF EASEMENT "A"; THENCE SOUTH 69°50'00" WEST ALONG THE NORTH LINE OF SAID EASEMENT "A", A DISTANCE OF 52.38 FEET; THENCE NORTH 16°43'08" WEST LEAVING SAID EASEMENT "A", A DISTANCE OF 80.65 FEET; THENCE NORTH 05°39'38" WEST, A DISTANCE OF 77.52 FEET; THENCE NORTH 04°30'00" WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH 40°37'19" EAST, A DISTANCE OF 74.24 FEET; THENCE NORTH 00°51'10" WEST, A DISTANCE OF 30.73 FEET; THENCE NORTH 11°48'50" WEST, A DISTANCE OF 519.08 FEET; THENCE NORTH 41°11'41" WEST, A DISTANCE OF 83.59 FEET; THENCE NORTH 61°20'46" WEST, A DISTANCE OF 261.37 FEET; THENCE NORTH 35°22'25" WEST, A DISTANCE OF 109.59 FEET; THENCE NORTH 15°32'37" WEST, A DISTANCE OF 124.59 FEET; THENCE NORTH 56°04'33" WEST, A DISTANCE OF 250.47 FEET; THENCE NORTH 00°28'51" WEST, ALONG A WEST LINE OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 715.69 FEET TO THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 27 EAST; THENCE NORTH 13°31'04" EAST, A DISTANCE OF 157.95 FEET; THENCE NORTH 14°05'27" EAST, A DISTANCE OF 239.62 FEET; THENCE NORTH 34°28'22" WEST, A DISTANCE OF 75.12 FEET; THENCE NORTH 47°25'19" EAST, A DISTANCE OF 15.30 FEET; THENCE NORTH 25°02'33" EAST, A DISTANCE OF 26.30 FEET; THENCE NORTH 01°42'57" EAST, A DISTANCE OF 26.51 FEET; THENCE NORTH 09°23'34" WEST, A DISTANCE OF 60.01 FEET; THENCE NORTH 31°31'50" EAST, A DISTANCE OF 24.13 FEET; THENCE

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NORTH 82°16'13" EAST, A DISTANCE OF 24.80 FEET; THENCE NORTH 87°10'05" EAST, A DISTANCE OF 45.93 FEET; THENCE NORTH 43°26'47" EAST, A DISTANCE OF 26.08 FEET; THENCE NORTH 16°55'19" EAST, A DISTANCE OF 50.12 FEET; THENCE NORTH 27°44'45" EAST, A DISTANCE OF 40.19 FEET; THENCE NORTH 42°52'47" EAST, A DISTANCE OF 17.50 FEET; THENCE NORTH 58°16'34" EAST, A DISTANCE OF 39.98 FEET; THENCE NORTH 44°49'52" EAST, A DISTANCE OF 34.55 FEET; THENCE NORTH 25°16'00" EAST, A DISTANCE OF 19.33 FEET; THENCE NORTH 00°57'41" EAST, A DISTANCE OF 116.72 FEET; THENCE NORTH 14°26'53" WEST, A DISTANCE OF 27.37 FEET; THENCE NORTH 21°02'04" WEST, A DISTANCE OF 46.32 FEET; THENCE NORTH 08°15'02" WEST, A DISTANCE OF 19.31 FEET; THENCE NORTH 12°23'26" EAST, A DISTANCE OF 27.98 FEET; THENCE NORTH 27°27'47" EAST, A DISTANCE OF 33.05 FEET; THENCE NORTH 22°37'40" WEST, A DISTANCE OF 19.59 FEET; THENCE NORTH 16°58'33" WEST, A DISTANCE OF 6.13 FEET; THENCE NORTH 06°46'14" EAST, A DISTANCE OF 15.81 FEET; THENCE NORTH 23°31'11" WEST, A DISTANCE OF 19.50 FEET; THENCE NORTH 12°58'55" EAST, A DISTANCE OF 15.10 FEET; THENCE NORTH 38°36'36" EAST, A DISTANCE OF 37.27 FEET; THENCE NORTH 17°49'49" EAST, A DISTANCE OF 20.18 FEET; THENCE NORTH 30°53'20" EAST, A DISTANCE OF 23.24 FEET; THENCE NORTH 35°51'38" EAST, A DISTANCE OF 34.26 FEET; THENCE NORTH 05°22'18" WEST, A DISTANCE OF 35.45 FEET; THENCE NORTH 24°08'12" WEST, A DISTANCE OF 87.16 FEET; THENCE SOUTH 55°04'29" EAST, A DISTANCE OF 294.63 FEET, TO THE POINT OF BEGINNING. CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 27, 1992. 20.16 ACRES MORE OR LESS.

TOGETHER WITH RIGHTS OF INGRESS AND EGRESS ACROSS EASEMENT "A", EASEMENT "B" AND EASEMENT "C", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, RETURN TO AFORESAID REFERENCE POINT "A" IN THE ABOVE DESCRIBED 49.37 ACRE TRACT "I"; THENCE NORTH 16°43'08" WEST, A DISTANCE OF 60.11 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID TRACT "J"; THENCE NORTH 69°50'00" EAST ALONG THE MOST SOUTHERLY LINE OF SAID TRACT "J", A DISTANCE OF 52.38 FEET; THENCE SOUTH 04°12'34" EAST, A DISTANCE OF 62.40 FEET; THENCE SOUTH 69°50'00" WEST ALONG A NORTH LINE OF TRACT "I", A DISTANCE OF 38.84 FEET TO THE POINT OF BEGINNING. TOGETHER WITH EASEMENT "B", FOR A POINT OF BEGINNING, RETURN TO THE AFORESAID REFERENCE POINT "B" IN THE ABOVE DESCRIBED 49.37 ACRE TRACT "I"; THENCE SOUTH 34°55'31" WEST, A DISTANCE OF 264.69 FEET; THENCE NORTH 55°04'29" WEST, A DISTANCE OF 360.00 FEET TO A POINT AT THE MOST SOUTHEASTERLY CORNER OF EASEMENT "C"; THENCE NORTH 34°55'30" EAST, A DISTANCE OF 116.29 FEET; THENCE SOUTH 46°41'57" EAST, A DISTANCE OF 63.66 FEET; THENCE SOUTH 61°31'27" EAST, A DISTANCE OF 79.84 FEET; THENCE SOUTH 47°26'42" EAST, A DISTANCE OF 118.74 FEET; THENCE NORTH 34°55'31" EAST, A DISTANCE OF 176.38 FEET TO A SOUTHWESTERLY CORNER OF THE AFOREMENTIONED TRACT "I"; THENCE SOUTH 48°17'21" EAST CONTINUING ALONG SAID TRACT "I", A DISTANCE OF 100.70 FEET TO THE POINT OF BEGINNING, TOGETHER WITH EASEMENT "C", FOR A POINT OF REFERENCE RETURN TO THE AFORESAID REFERENCE POINT "B" IN THE ABOVE DESCRIBED 49.37 ACRE TRACT "I"; THENCE SOUTH 34°55'31" WEST, A DISTANCE OF 264.69 FEET; THENCE NORTH 55°04'29"

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WEST, A DISTANCE OF 360.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 55°04'29" WEST ALONG THE NORTHERLY LINE OF SAID TRACT "J" AND ITS WESTERLY PROLONGATION, A DISTANCE OF 217.72 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 260.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 169.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 72°26'45" WEST AND A CHORD DISTANCE OF 167.39 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 422.23 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 103.12 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°49'13" WEST AND A CHORD DISTANCE OF 102.86 FEET TO A POINT OF ANOTHER REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 37.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 60°40'17" WEST AND A CHORD DISTANCE OF 34.42 FEET TO THE END OF SAID CURVE; THENCE NORTH 72°50'00" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 17°10'00" EAST, A DISTANCE OF 449.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.77 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 27°15'18" WEST AND A CHORD DISTANCE OF 35.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD BY JULINGTON CREEK UNIT FIVE AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 2700.00 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DURBIN CREEK BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 109.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 72°50'00" EAST AND A CHORD DISTANCE OF 108.99 FEET TO A POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 61°35'18" WEST AND A CHORD DISTANCE OF 35.00 FEET TO THE POINT OF TANGENCY OF CURVE; THENCE SOUTH 17°10'00" WEST, A DISTANCE OF 271.37 FEET; THENCE SOUTH 26°17'59" EAST, A DISTANCE OF 50.75 FEET; THENCE SOUTH 81°53'09" EAST, A DISTANCE OF 130.22 FEET; THENCE SOUTH 67°02'05" EAST, A DISTANCE OF 103.42 FEET; THENCE SOUTH 63°54'44" EAST, A DISTANCE OF 140.65 FEET; THENCE SOUTH 56°58'21" EAST, A DISTANCE OF 103.44 FEET; THENCE SOUTH 46°41'57" EAST, A DISTANCE OF 32.81 FEET; THENCE SOUTH 34°55'30" WEST, A DISTANCE OF 116.29 FEET TO THE POINT OF BEGINNING.

EASEMENTS "A", "B" AND "C" CONTAIN 3.37 ACRES MORE OR LESS.

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EXHIBIT C

TOGETHER WITH RIGHTS OF INGRESS AND EGRESS ACROSS EASEMENT "A", EASEMENT "B" AND EASEMENT "C", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, RETURN TO AFORESAID REFERENCE POINT "A" IN THE ABOVE DESCRIBED 49.37 ACRE TRACT "I"; THENCE NORTH 16°43'08" WEST, A DISTANCE OF 60.11 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID TRACT "J"; THENCE NORTH 69°50'00" EAST ALONG THE MOST SOUTHERLY LINE OF SAID TRACT "J", A DISTANCE OF 52.38 FEET; THENCE SOUTH 04°12'34" EAST, A DISTANCE OF 62.40 FEET; THENCE SOUTH 69°50'00" WEST ALONG A NORTH LINE OF TRACT "I", A DISTANCE OF 38.84 FEET TO THE POINT OF BEGINNING, TOGETHER WITH EASEMENT "B", FOR A POINT OF BEGINNING, RETURN TO THE AFORESAID REFERENCE POINT "B" IN THE ABOVE DESCRIBED 49.37 ACRE TRACT "I"; THENCE SOUTH 34°55'31" WEST, A DISTANCE OF 264.69 FEET; THENCE NORTH 55°04'29" WEST, A DISTANCE OF 360.00 FEET TO A POINT AT THE MOST SOUTHEASTERLY CORNER OF EASEMENT "C"; THENCE NORTH 34°55'30" EAST, A DISTANCE OF 116.29 FEET; THENCE SOUTH 46°41'57" EAST, A DISTANCE OF 63.66 FEET; THENCE SOUTH 61°31'27" EAST, A DISTANCE OF 70.84 FEET; THENCE SOUTH 47°26'42" EAST, A DISTANCE OF 118.74 FEET; THENCE NORTH 34°55'31" EAST, A DISTANCE OF 176.38 FEET TO A SOUTHWESTERLY CORNER OF THE AFOREMENTIONED TRACT "I"; THENCE SOUTH 48°17'21" EAST CONTINUING ALONG SAID TRACT "I", A DISTANCE OF 100.70 FEET TO THE POINT OF BEGINNING, TOGETHER WITH EASEMENT "C", FOR A POINT OF REFERENCE RETURN TO THE AFORESAID REFERENCE POINT "B" IN THE ABOVE DESCRIBED 49.37 ACRE TRACT "I"; THENCE SOUTH 34°55'31" WEST, A DISTANCE OF 264.69 FEET; THENCE NORTH 55°04'29" WEST, A DISTANCE OF 360.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 55°04'29" WEST ALONG THE NORTHERLY LINE OF SAID TRACT "J" AND ITS WESTERLY PROLONGATION, A DISTANCE OF 217.72 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 280.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 169.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 72°26'45" WEST AND A CHORD DISTANCE OF 167.39 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 422.23 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 103.12 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°49'13" WEST AND A CHORD DISTANCE OF 102.86 FEET TO A POINT OF ANOTHER REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 37.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 60°40'17" WEST AND A CHORD DISTANCE OF 34.42 FEET TO THE END OF SAID CURVE; THENCE NORTH 72°50'00" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 17°10'00" EAST, A DISTANCE OF 449.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 35.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 27°15'18" WEST AND A CHORD DISTANCE OF 35.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD BY JULINGTON CREEK UNIT FIVE AS RECORDED

EXHIBIT C, continued

O.R. 929 PG 0791

IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 2700.00 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DURBIN CREEK BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 109.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 72°50'00" EAST AND A CHORD DISTANCE OF 108.99 FEET TO A POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 61°35'18" WEST AND A CHORD DISTANCE OF 35.00 FEET TO THE POINT OF TANGENCY OF CURVE; THENCE SOUTH 17°10'00" WEST, A DISTANCE OF 271.87 FEET; THENCE SOUTH 26°17'59" EAST, A DISTANCE OF 50.75 FEET; THENCE SOUTH 81°53'09" EAST, A DISTANCE OF 130.22 FEET; THENCE SOUTH 67°02'05" EAST, A DISTANCE OF 103.42 FEET; THENCE SOUTH 63°34'44" EAST, A DISTANCE OF 140.65 FEET; THENCE SOUTH 56°58'21" EAST, A DISTANCE OF 103.44 FEET; THENCE SOUTH 46°41'57" EAST, A DISTANCE OF 33.81 FEET; THENCE SOUTH 34°55'30" WEST, A DISTANCE OF 116.29 FEET TO THE POINT OF BEGINNING.

EASEMENTS "A", "B" AND "C" CONTAIN 3.37 ACRES MORE OR LESS.

Page 2 of 2

STATE OF FLORIDA)

O.R. 929 PG 0792

COUNTY OF Duval)

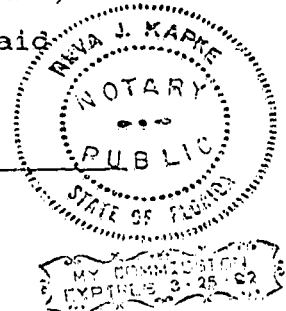
SS

The foregoing instrument was acknowledged before me this 28th day of February, 1992, by Kim F. Bosaw, as the Vice President of Riverside Golf Group, Inc., a Florida corporation, as General Partner of Julington Creek Golf, Ltd., a Florida limited partnership, on behalf of the corporation and the partnership. He/she is personally known to me or has produced a Florida drivers licence as identification and (did/did not) take an oath.

Reva J. Kapke
Printed Name: Reva J. Kapke
Notary Public
State and County Aforesaid

My commission expires:

Commission Number: _____



STATE OF Florida)

SS

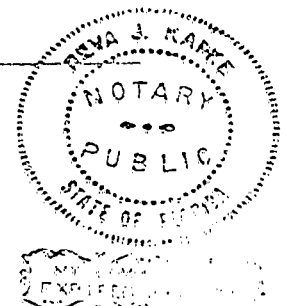
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 28th day of February, 1992, by Jay C. Fentis, as the Vice President of General Development Corporation, a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced a Florida drivers licence as identification and (did/did not) take an oath.

Reva J. Kapke
Printed Name: Reva J. Kapke
Notary Public
State and County Aforesaid

My commission expires:

Commission Number: _____



39795.3

STATE OF FLORIDA)

) SS

COUNTY OF Duval)

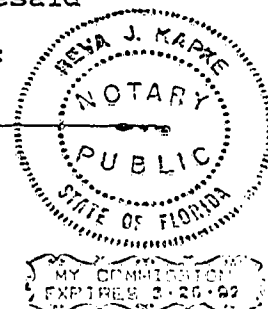
O.R. 929 PG 0793

The foregoing instrument was acknowledged before me this 28th day of February, 1992, by Kim F. BOSAW, as the Vice President of Riverside Golf Group, Inc., a Florida corporation, as General Partner of Julington Creek Golf, Ltd., a Florida limited partnership, on behalf of the corporation and the partnership. He/she is personally known to me or has produced a Florida drivers licence as identification and (did/did not) take an oath.

Reva J. Kapke
Printed Name: Reva J. Kapke
Notary Public
State and County Aforesaid

My commission expires:

Commission Number:



STATE OF Florida)

) SS

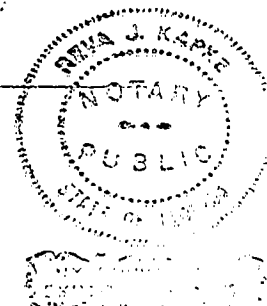
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 28th day of February, 1992, by Jay C. Fertig, as the Vice President of General Development Corporation, a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced a Florida drivers licence as identification and (did/did not) take an oath.

Reva J. Kapke
Printed Name: Reva J. Kapke
Notary Public
State and County Aforesaid

My commission expires:

Commission Number:



39795.3

STATE OF FLORIDA)
COUNTY OF Duval) SS

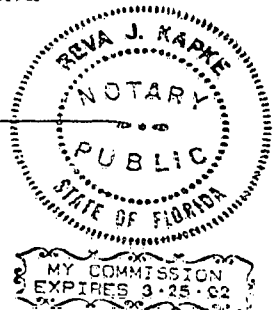
O.R. 929 PG 0794

The foregoing instrument was acknowledged before me this 28th day of February, 1992, by Kim F. Bosaw, as the Vice - President of Riverside Golf Group, Inc., a Florida corporation, as General Partner of Julington Creek Golf, Ltd., a Florida limited partnership, on behalf of the corporation and the partnership. He/she is personally known to me or has produced a Florida drivers licence as identification and (did/did not) take an oath.

Reva J. Kapke
Printed Name: Reva J. Kapke
Notary Public
State and County Aforesaid

My commission expires:

Commission Number: _____



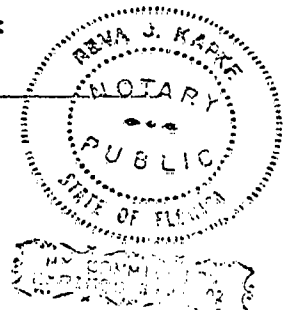
STATE OF Florida)
COUNTY OF Duval) SS

The foregoing instrument was acknowledged before me this 28th day of February, 1992, by Jay C. Fentig, as the Vice - President of General Development Corporation, a Delaware corporation, on behalf of the corporation. He/she ~~is~~ personally known to me ~~or~~ has produced a Florida Drivers License as identification and (did/did not) take an oath.

Reva J. Kapke
Printed Name: Reva J. Kapke
Notary Public
State and County Aforesaid

My commission expires:

Commission Number: _____



1999.3

STATE OF FLORIDA)

COUNTY OF Duval)

SS

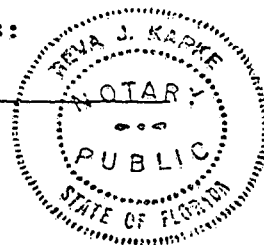
O.R. 929 PG 0795

The foregoing instrument was acknowledged before me this 28th day of February, 1992, by Kim F. Basaw, as the Vice President of Riverside Golf Group, Inc., a Florida corporation, as General Partner of Julington Creek Golf, Ltd., a Florida limited partnership, on behalf of the corporation and the partnership. He/she is personally known to me or has produced a Florida drivers license as identification and (did/did not) take an oath.

Reva J. Kapke
Printed Name: Reva J. Kapke
Notary Public
State and County Aforesaid

My commission expires:

Commission Number:



STATE OF Florida)

COUNTY OF Duval)

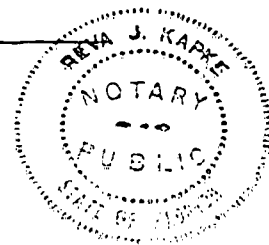
SS

The foregoing instrument was acknowledged before me this 28th day of February, 1992, by Day C. Fertig, as the Vice President of General Development Corporation, a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced a Florida drivers license as identification and (did/did not) take an oath.

Reva J. Kapke
Printed Name: Reva J. Kapke
Notary Public
State and County Aforesaid

My commission expires:

Commission Number:



397953

JOINDER AND CONSENT

WHEREAS, Five Star Homes, Inc., a Florida corporation, authorized to do business in the State of Florida as Debtor in Possession under Consolidated United States Bankruptcy Court Case No. 90-12231-BKC-AJC ("Five Star") is the record title owner of certain lands located in Julington Creek Unit Five, a subdivision according to the plat thereof, recorded in Map Book 17, Page 1, of the public records of St. Johns County, Florida (the "Unit Five Plat"); and

WHEREAS, certain of the lands which are described as the "Adjacent Property" in the Reciprocal Easement Agreement to which this Joinder and Consent is attached (the "Reciprocal Easement") are located in the Unit Five Plat and may be owned by Five Star;

NOW, THEREFORE, Five Star does hereby join in and consent to the Reciprocal Easement as if named as a party thereto in order to encumber the portions of the Unit Five Plat which are owned by Five Star with the Reciprocal Easement.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 21st day of February, 1992.

Signed, sealed and delivered
in the presence of:

FIVE STAR HOMES, INC.,
a Florida corporation

[Signature]
Name: [Name]

By: [Signature]
Marcia H. Langley
Vice President

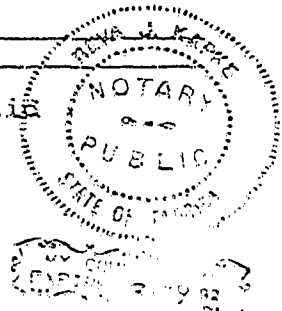
[Signature]
Name: [Name]

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 21st day of February, 1992, by Marcia H. Langley, as Vice President of Five Star Homes, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me and did not take an oath. and producing a Florida Notary Public

[Signature]
Name: [Name]
Notary Public,
State and County Aforesaid

My Commission Expires:
Commission Number:



41862

JOINDER AND CONSENT

WHEREAS, Five Star Homes, Inc., a Florida corporation, authorized to do business in the State of Florida as Debtor in Possession under Consolidated United States Bankruptcy Court Case No. 90-12231-BKC-AJC ("Five Star") is the record title owner of certain lands located in Julington Creek Unit Five, a subdivision according to the plat thereof, recorded in Map Book 17, Page 1, of the public records of St. Johns County, Florida (the "Unit Five Plat"); and

WHEREAS, certain of the lands which are described as the "Adjacent Property" in the Reciprocal Easement Agreement to which this Joinder and Consent is attached (the "Reciprocal Easement") are located in the Unit Five Plat and may be owned by Five Star;

NOW, THEREFORE, Five Star does hereby join in and consent to the Reciprocal Easement as if named as a party thereto in order to encumber the portions of the Unit Five Plat which are owned by Five Star with the Reciprocal Easement.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 14th day of February, 1992.

Signed, sealed and delivered
in the presence of:

FIVE STAR HOMES, INC.,
a Florida corporation

Name: [Signature]

By: [Signature]
Marcia H. Langley
Vice President

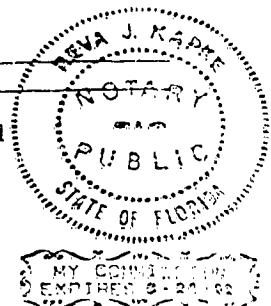
Name: [Signature]

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 14th day of February, 1992, by Marcia H. Langley, as Vice President of Five Star Homes, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me and did not take an oath, and produced not a Florida drivers license.

Name: [Signature]
Notary Public,
State and County Aforesaid

My Commission Expires:
Commission Number:



JOINDER AND CONSENT

WHEREAS, Five Star Homes, Inc., a Florida corporation, authorized to do business in the State of Florida as Debtor in Possession under Consolidated United States Bankruptcy Court Case No. 90-12231-BKC-AJC ("Five Star") is the record title owner of certain lands located in Julington Creek Unit Five, a subdivision according to the plat thereof, recorded in Map Book 17, Page 1, of the public records of St. Johns County, Florida (the "Unit Five Plat"); and

WHEREAS, certain of the lands which are described as the "Adjacent Property" in the Reciprocal Easement Agreement to which this Joinder and Consent is attached (the "Reciprocal Easement") are located in the Unit Five Plat and may be owned by Five Star;

NOW, THEREFORE, Five Star does hereby join in and consent to the Reciprocal Easement as if named as a party thereto in order to encumber the portions of the Unit Five Plat which are owned by Five Star with the Reciprocal Easement.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 20th day of February, 1992.

Signed, sealed and delivered
in the presence of:

FIVE STAR HOMES, INC.,
a Florida corporation

[Signature]
Name: [Signature]

By: [Signature]
Marcia H. Langley
Vice President

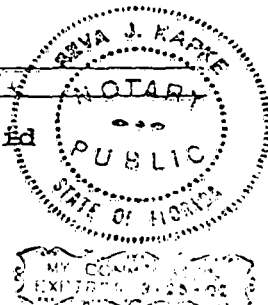
[Signature]
Name: Ruth J. Kapke

STATE OF FLORIDA,
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 1st day of February, 1992, by Marcia H. Langley, as Vice President of Five Star Homes, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me and did not take an oath, and produced a Florida corporate license.

[Signature]
Name: Ruth J. Kapke
Notary Public,
State and County Aforesaid

My Commission Expires:
Commission Number:



41862

JOINDER AND CONSENT

WHEREAS, Five Star Homes, Inc., a Florida corporation, authorized to do business in the State of Florida as Debtor in Possession under Consolidated United States Bankruptcy Court Case No. 90-12231-BKC-AJC ("Five Star") is the record title owner of certain lands located in Julington Creek Unit Five, a subdivision according to the plat thereof, recorded in Map Book 17, Page 1, of the public records of St. Johns County, Florida (the "Unit Five Plat"); and

WHEREAS, certain of the lands which are described as the "Adjacent Property" in the Reciprocal Easement Agreement to which this Joinder and Consent is attached (the "Reciprocal Easement") are located in the Unit Five Plat and may be owned by Five Star;

NOW, THEREFORE, Five Star does hereby join in and consent to the Reciprocal Easement as if named as a party thereto in order to encumber the portions of the Unit Five Plat which are owned by Five Star with the Reciprocal Easement.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 2nd day of February, 1992.

Signed, sealed and delivered
in the presence of:

FIVE STAR HOMES, INC.,
a Florida corporation

Name: [Signature]

By: [Signature]

Marcia H. Langley
Vice President

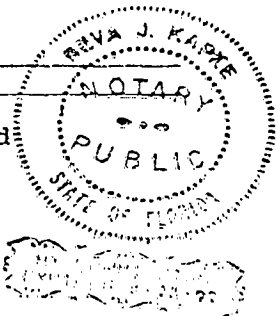
Name: [Signature]

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 2nd day of February, 1992, by Marcia H. Langley, as Vice President of Five Star Homes, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me and did not take an oath and produced a Florida driver's license.

Name: [Signature]
Notary Public,
State and County Aforesaid

My Commission Expires:
Commission Number:



RESOLUTION NO. 94- 203

A RESOLUTION AUTHORIZING THE COUNTY
ADMINISTRATOR TO EXECUTE IMPACT FEE
CREDIT AGREEMENTS FOR EDUCATION WITH
ATLANTIC GULF.

*3 file
let BCC
4/20/94*
WHEREAS, Atlantic Gulf Communities Corporation ("Atlantic Gulf") is the developer of certain lands contained within a development of regional impact commonly referred to as Julington Creek ("Julington Creek") more fully described in that certain St. Johns County Resolution No. 82-37, and as amended by Resolution No. 93-159 ("Development Order"); and

WHEREAS, pursuant to St. Johns County Ordinance No. 87-60, St. Johns County Education Impact Fee allows for impact fee credits to be granted by the Board of County Commissioners for property deeded to the County and/or improvements made as identified within the Impact Fee Credit Agreement attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, in accordance with the Development Order and the appropriate impact fee ordinances, Atlantic Gulf is entitled to certain impact fee credits.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The Board of County Commissioners authorizes the County Administrator to approve and execute an Impact Fee Credit Agreement for those lands and/or improvements identified within the Development Order. Said Agreement shall be substantiated in the form of that attached hereto as Exhibit A.

Section 2. Upon acceptance by the County Administrator, the Clerk is instructed to record said agreements in the official records of St. Johns County.

Page Two

O.R. 1085 PG 0002

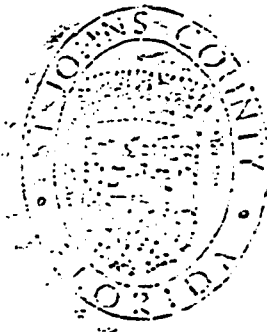
PASSED AND ADOPTED by the Board of County Commissioners
of St. Johns County, Florida, this 8th day of November,
1994.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Allan Roberts
Chairman-Allan Roberts

ATTEST: CARL "BUD" MARKEL, CLERK

By: Vivienne Carter
Deputy Clerk



STATE OF FLORIDA
COUNTY OF ST. JOHNS

D.R. 1985 PG 0003

I, CARL "BUD" MARKEL, CLERK OF THE CIRCUIT COURT, Ex-officio, Clerk of the Board of County Commissioners of St. Johns County, Florida,

DO HEREBY CERTIFY that the foregoing is a true and correct copy of the following:

RESOLUTION NO. 94-203

adopted by the Board of County Commissioners
of St. Johns County, Florida at a regular
meeting of said Board held November 8, 1994

as the same appears of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 16th day of November, 1994.

CARL "BUD" MARKEL,
CLERK OF THE CIRCUIT COURT
Ex-officio Clerk of the Board of County
Commissioners of St. Johns County, Florida

By: Yvonne Carter
Yvonne Carter, Deputy Clerk



STATE OF FLORIDA
COUNTY OF ST. JOHNS

I, CARL "BUD" MARKEL, CLERK OF THE CIRCUIT COURT, Ex-officio Clerk of the Board of County Commissioners of St. Johns County, Florida, DO HEREBY CERTIFY that the foregoing is a true and correct copy of the following:

Resolution No. 86-102
RESOLUTION adopted by the Board of County
Commissioners of St. Johns County, Florida,
at a meeting of said Board held
December 9, 1986
and recorded in official minutes of said
meeting

as the same appears of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 30th day of March, 1987.

CARL "BUD" MARKEL, CLERK OF THE CIRCUIT COURT
Ex-officio Clerk of the Board of County
Commissioners of St. Johns County, Florida

BY: *Meryl Kent*
Deputy Clerk

(seal)

RESOLUTION NO. 86-182

A RESOLUTION OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA AMENDING PARAGRAPH 4 OF RESOLUTION 84-33 TO EXTEND THE TIME FOR COMPLETION OF CONSTRUCTION OF SIXTY (60) RESIDENTIAL UNITS AND TO AMEND PARAGRAPH 11 OF RESOLUTION NO. 82-37 TO PROVIDE FOR ALTERNATIVE ENERGY STANDARDS; FINDING SUFFICIENT COMPLIANCE WITH RESOLUTION 82-37, THE DEVELOPMENT ORDER FOR JULINGTON CREEK AS SUBSEQUENTLY AMENDED; FINDING THAT THE AMENDMENTS DO NOT CONSTITUTE A SUBSTANTIAL DEVIATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 23, 1982 the Board of County Commissioners of St. Johns County, Florida passed and approved Resolution No. 82-37 constituting the Development Order for a development known as Julington Creek (Development Order).

WHEREAS, the Development Order has been subsequently amended.

WHEREAS, General Development Corporation has requested two amendments to the Development Order be considered by the Board of County Commissioners of St. Johns County and requested that the Board find that such modifications do not constitute a substantial deviation to the terms and conditions of the Development Order as amended.

WHEREAS, the Board of County Commissioners of St. Johns County has considered the amendments requested by General Development Corporation and finds that they do not constitute a substantial deviation.

NOW, THEREFORE, be it further resolved by the Board of County Commissioners of St. Johns County that Resolution 84-33 and Resolution 82-37 be amended as follows:

Section 1. Paragraph 4 of Resolution 84-33 is hereby deleted in its entirety and the following is substituted in its stead:

"4. Commencement of Development. If the Developer has not completed construction of a welcome pavilion by December 31, 1984 and completed sixty (60) of the residential units proposed for Phase 1 (which boundaries are shown at Exhibit "B") within three (3) years from Commencement of Sales within the property described at Exhibit A, Developer shall be required to apply to the Board for a determination of whether a substantial deviation from this order has occurred. The running of the three-year period shall be tolled between the dates on which applications for approval of Final Development Plans necessary to meet the requirements of this section are filed and the dates on which such Final Development Plans are approved. Commencement of Sales shall mean execution by both purchaser and Developer of a contract."

Section 2. Paragraph 11 of Resolution 82-37 shall be deleted in its entirety and the following substituted in its stead:

"11. Energy. The Developer shall design all residential units within the project to meet, at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction."

Section 3. The amendments incorporated herein do not constitute a substantial deviation to the conditions of the Development Order as subsequently amended. All other terms and conditions of the Development Order as amended shall remain unchanged and in full force and effect.

Section 4. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 9 day of December 1986.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Phyllis L. Latham
Chairman

ATTEST: Carl "Bud" Markel, Clerk

By: Cheryl Kent
Deputy Clerk

FILED & RECORDED IN
CLERK'S OFFICE OF
ST. JOHNS COUNTY, FLA

1987 MAR 30 PM 4:02

Carl "Bud" Markel
CLERK OF CIRCUIT COURT

8/05/94

IMPACT FEE CREDIT AGREEMENT

Educational Impact Fees

5/15
2/14/3
let's go
Yvonne (Carter)

THIS AGREEMENT is made this 8th day of November 1994, by and among the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ("County"), the SCHOOL BOARD OF ST. JOHNS COUNTY ("School Board"), and ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation authorized to do business in Florida ("Atlantic Gulf").

RECITALS:

A. Atlantic Gulf is the Developer of certain lands contained within a Development of Regional Impact, commonly referred to as Julington Creek ("Julington Creek") and more fully described in that certain St. Johns County Resolution No. 82-37, as amended by Resolution No. 93-159 ("Development Order").

B. Pursuant to the St. Johns County Ordinance No. 87-60 ("Educational Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit or certificate of occupancy ("Feepayer"), to pay a public capital facilities impact fee ("Educational Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide public educational sites and facilities in St. Johns County.

C. Pursuant to the requirements of Section 17 of the Development Order, Atlantic Gulf has agreed to convey the lands to the School Board for the School Board's use for educational sites ("School Sites").

Further, pursuant to the Development Order in connection with the conveyance of the School Sites, Atlantic Gulf has the obligation to make available to the School Sites roads, water and sewer utilities to service such School Sites, at its cost and expense ("Required Improvements").

Atlantic Gulf has previously paid the sum of Two Hundred Four Thousand Six Hundred and Twenty Five and 00/100 Dollars (\$204,625.00) to the School Board in order to permit the School Board to plan and construct additional school facilities within the area surrounding Julington Creek ("Cash Contribution").

D. In consideration of Atlantic Gulf's agreement to convey the School Sites to the School Board, to install the Required Improvements and to pay the Cash Contribution, Atlantic Gulf has requested and the School Board and the County has agreed to provide to Atlantic Gulf certain credits against the payment of Educational Impact Fees based upon the total value of the School Sites, the value of the Required Improvements and the Cash Contribution as stated in the Development Order ("Educational Impact Fee Credits").

E. Pursuant to the terms of the Educational Impact Fee Ordinance and in accordance with the Development Order, the County, the School Board and Atlantic Gulf desire to set forth their agreements and a procedure for the application and treatment of such Educational Impact Fee Credits.

O.R. 1085 PG 0010

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The total Educational Impact Fee Credit will be calculated as the sum of the following:

a. Atlantic Gulf shall convey the two School Sites as shown on the Master Plan of the Development Order to the School Board. The School Sites contain Forty Six and Three Tenths acres (46.3) of land and in accordance with the Educational Impact Fee Ordinance and the Development Order, upon conveyance of the School Sites, Atlantic Gulf shall receive Educational Impact Fee credits under the Educational Impact Fee Ordinance in the amount of Two Hundred Eighty Two and Four Hundred Thirty and 00/100 Dollars (\$282,430.00) which is computed based upon Six Thousand One Hundred and 00/100 Dollars (\$6,100.00) per acre, which amount shall be adjusted as hereinafter provided.

b. Cash Contribution in the amount of \$204,625.00.

c. Actual Cost of Required Improvements. At the time of execution of this Agreement the actual cost of the Required Improvements is not known. Such amount shall be established at the time that the School Board requests such Required Improvements, by mutual agreement of Atlantic Gulf and the School Board. It is understood and agreed that certain Required Improvements will serve more than the School Sites and accordingly Educational Impact Fee Credits will be equal to the pro rata portion of any costs of the Required Improvements which are necessary to serve the School Sites.

On the date hereof, the total Educational Impact Fee Credit is Two Hundred Four Thousand Six Hundred and Twenty Five and 00/100 Dollars (\$204,625.00) subject to increase as set forth in subparagraphs (a) and (c) above.

2. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with the construction of dwellings within Julington Creek shall pay an amount equal to the amount due under the Educational Impact Fee Ordinance directly to Atlantic Gulf. Atlantic Gulf shall then issue to such Feepayer a voucher substantially in the form attached hereto as Exhibit A, evidencing payment of the Educational Impact Fee. The Feepayer shall present the voucher to the County as evidence of full payment of the Educational Impact Fee in connection with its application for a building permit or certificates of occupancy. The voucher issued by Atlantic Gulf shall contain a statement setting forth the amount of the Educational Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer.

3. In connection with the further development of lands within Julington Creek, Atlantic Gulf may request that the legal description of the lands dedicated to the County under this Agreement be adjusted to accommodate such future development. The parties agree to reasonably cooperate and take such necessary action, as allowed by law, to accomplish such adjustment by transferring lands they hold within Julington Creek. Transfer of land by the Grantee for such adjustments shall be accomplished by deed in accordance with Section 125.411, Florida Statutes. Transfer of land by Grantor shall be by General Warranty Deed. In the event that the net result of such adjustments is that the total acres of land dedicated to County is more or less than the amount credited to Atlantic Gulf for

Educational Impact Fee purposes, then the Educational Impact Fee Credit shall be adjusted based upon \$6,100.00 per acre.

4. In the event that Atlantic Gulf may determine to sell all or part of Julington Creek, Atlantic Gulf may sell, transfer, assign, or convey all or part of the Educational Impact Fee Credit to such purchaser, transferee, assignee or grantee for use within Julington Creek for such consideration as Atlantic Gulf, in its sole discretion, determines. In such event, Atlantic Gulf shall execute and deliver to the County and the School Board, a copy of the instrument selling, transferring, assigning or granting the Educational Impact Fee Credit, a written confirmation of the amount of the Educational Impact Fee Credit sold, transferred, assigned or granted and the remaining amount of Educational Impact Fee Credit vested in Atlantic Gulf.

5. On or before January 31 of each year, so long as there remains any Educational Impact Fee Credit, Atlantic Gulf shall prepare and deliver to the County and the School Board an annual report setting forth the amount of the Educational Impact Fee payments made by the Fee payers and the remaining balance of Educational Impact Fee Credits. Provided, however, any Educational Impact Fee Credit which remains on December 15, 2019 shall be waived and of no further force and effect.

6. At such time as the Educational Impact Fee Credit provided for hereunder has been exhausted, Atlantic Gulf or the Fee payers seeking building permits or certificates of occupancy within Julington Creek shall pay to the County the Educational Impact Fees in such amounts as are then due and payable under the applicable Educational Impact Fee Ordinance.

7. Miscellaneous Provisions.

a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

c. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

d. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

e. The captions of the various paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions hereof or be deemed in any manner to define, limit, modify or prescribe the scope or intent of this Agreement or any provision hereof.

D.R. 1085 PG 0012

f. This Agreement, any Exhibits and/or addenda made a part hereof, constitute the entire agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.

g. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

h. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date set forth above.



ATLANTIC GULF COMMUNITIES CORPORATION

By:

J. Thomas Gillette, III
Vice President

BOARD OF COUNTY COMMISSIONERS,
ST JOHNS COUNTY, FLORIDA

By:

Deann Roberts
Its Chairman

Attest: Carl "Bud" Markel, Clerk

Yvonne Carter
Deputy Clerk of the Circuit Court

SCHOOL BOARD OF ST. JOHNS COUNTY,
FLORIDA

By:

Sharon R. Hartman
Its Chairman

Attest:

Samuel D. Mathews
Its Secretary

JAX-75143.10

EXHIBIT A
Form of Voucher
JULINGTON CREEK
DEVELOPMENT OF REGIONAL IMPACT
EDUCATIONAL IMPACT FEE VOUCHER

The undersigned hereby confirms that it has received from _____, funds sufficient for the impact fees for Educational Facilities, as required under St. Johns County Ordinance No. 87-60, for

_____	Residential Units - 1 Unit
_____	Residential Units - 2,3,4 Units
_____	Residential Units - 5 or More Units
_____	Mobile Home Units
_____	Hotel/Motel Units
_____	Other Residential Units

The undersigned hereby gives notice to St. Johns County, Florida that the sum of \$ _____ should be deducted from the Impact Fee Credit assigned to Atlantic Gulf Communities Corporation under that certain Impact Fee Credit Agreement (Educational Impact Fees) dated _____, 1994, by and between Atlantic Gulf Communities Corporation and St. Johns County, Florida.

ATLANTIC GULF COMMUNITIES
CORPORATION

By: _____

Its President

IAX-75143.10

8/05/94

IMPACT FEE CREDIT AGREEMENT

Educational Impact Fees

5 kic
3143
214 bcc
Yvonne Carter

THIS AGREEMENT is made this 8th day of November 1994, by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County"), the **SCHOOL BOARD OF ST. JOHNS COUNTY** ("School Board"), and **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in Florida ("Atlantic Gulf").

RECITALS:

A. Atlantic Gulf is the Developer of certain lands contained within a Development of Regional Impact, commonly referred to as Julington Creek ("Julington Creek") and more fully described in that certain St. Johns County Resolution No. 82-37, as amended by Resolution No. 93-159 ("Development Order").

B. Pursuant to the St. Johns County Ordinance No. 87-60 ("Educational Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit or certificate of occupancy ("Feepayer"), to pay a public capital facilities impact fee ("Educational Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide public educational sites and facilities in St. Johns County.

C. Pursuant to the requirements of Section 17 of the Development Order, Atlantic Gulf has agreed to convey the lands to the School Board for the School Board's use for educational sites ("School Sites").

Further, pursuant to the Development Order in connection with the conveyance of the School Sites, Atlantic Gulf has the obligation to make available to the School Sites roads, water and sewer utilities to service such School Sites, at its cost and expense ("Required Improvements").

Atlantic Gulf has previously paid the sum of Two Hundred Four Thousand Six Hundred and Twenty Five and 00/100 Dollars (\$204,625.00) to the School Board in order to permit the School Board to plan and construct additional school facilities within the area surrounding Julington Creek ("Cash Contribution").

D. In consideration of Atlantic Gulf's agreement to convey the School Sites to the School Board, to install the Required Improvements and to pay the Cash Contribution, Atlantic Gulf has requested and the School Board and the County has agreed to provide to Atlantic Gulf certain credits against the payment of Educational Impact Fees based upon the total value of the School Sites, the value of the Required Improvements and the Cash Contribution as stated in the Development Order ("Educational Impact Fee Credits").

E. Pursuant to the terms of the Educational Impact Fee Ordinance and in accordance with the Development Order, the County, the School Board and Atlantic Gulf desire to set forth their agreements and a procedure for the application and treatment of such Educational Impact Fee Credits.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The total Educational Impact Fee Credit will be calculated as the sum of the following:

a. Atlantic Gulf shall convey the two School Sites as shown on the Master Plan of the Development Order to the School Board. The School Sites contain Forty Six and Three Tenths acres (46.3) of land and in accordance with the Educational Impact Fee Ordinance and the Development Order, upon conveyance of the School Sites, Atlantic Gulf shall receive Educational Impact Fee credits under the Educational Impact Fee Ordinance in the amount of Two Hundred Eighty Two and Four Hundred Thirty and 00/100 Dollars (\$282,430.00) which is computed based upon Six Thousand One Hundred and 00/100 Dollars (\$6,100.00) per acre, which amount shall be adjusted as hereinafter provided.

b. Cash Contribution in the amount of \$204,625.00.

c. Actual Cost of Required Improvements. At the time of execution of this Agreement the actual cost of the Required Improvements is not known. Such amount shall be established at the time that the School Board requests such Required Improvements, by mutual agreement of Atlantic Gulf and the School Board. It is understood and agreed that certain Required Improvements will serve more than the School Sites and accordingly Educational Impact Fee Credits will be equal to the pro rata portion of any costs of the Required Improvements which are necessary to serve the School Sites.

On the date hereof, the total Educational Impact Fee Credit is Two Hundred Four Thousand Six Hundred and Twenty Five and 00/100 Dollars (\$204,625.00) subject to increase as set forth in subparagraphs (a) and (c) above.

2. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with the construction of dwellings within Julington Creek shall pay an amount equal to the amount due under the Educational Impact Fee Ordinance directly to Atlantic Gulf. Atlantic Gulf shall then issue to such Feepayer a voucher substantially in the form attached hereto as Exhibit A, evidencing payment of the Educational Impact Fee. The Feepayer shall present the voucher to the County as evidence of full payment of the Educational Impact Fee in connection with its application for a building permit or certificates of occupancy. The voucher issued by Atlantic Gulf shall contain a statement setting forth the amount of the Educational Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer.

3. In connection with the further development of lands within Julington Creek, Atlantic Gulf may request that the legal description of the lands dedicated to the County under this Agreement be adjusted to accommodate such future development. The parties agree to reasonably cooperate and take such necessary action, as allowed by law, to accomplish such adjustment by transferring lands they hold within Julington Creek. Transfer of land by the Grantee for such adjustments shall be accomplished by deed in accordance with Section 125.411, Florida Statutes. Transfer of land by Grantor shall be by General Warranty Deed. In the event that the net result of such adjustments is that the total acres of land dedicated to County is more or less than the amount credited to Atlantic Gulf for

Educational Impact Fee purposes, then the Educational Impact Fee Credit shall be adjusted based upon \$6,100.00 per acre.

4. In the event that Atlantic Gulf may determine to sell all or part of Julington Creek, Atlantic Gulf may sell, transfer, assign, or convey all or part of the Educational Impact Fee Credit to such purchaser, transferee, assignee or grantee for use within Julington Creek for such consideration as Atlantic Gulf, in its sole discretion, determines. In such event, Atlantic Gulf shall execute and deliver to the County and the School Board, a copy of the instrument selling, transferring, assigning or granting the Educational Impact Fee Credit, a written confirmation of the amount of the Educational Impact Fee Credit sold, transferred, assigned or granted and the remaining amount of Educational Impact Fee Credit vested in Atlantic Gulf.

5. On or before January 31 of each year, so long as there remains any Educational Impact Fee Credit, Atlantic Gulf shall prepare and deliver to the County and the School Board an annual report setting forth the amount of the Educational Impact Fee payments made by the Fee payers and the remaining balance of Educational Impact Fee Credits. Provided, however, any Educational Impact Fee Credit which remains on December 15, 2019 shall be waived and of no further force and effect.

6. At such time as the Educational Impact Fee Credit provided for hereunder has been exhausted, Atlantic Gulf or the Fee payers seeking building permits or certificates of occupancy within Julington Creek shall pay to the County the Educational Impact Fees in such amounts as are then due and payable under the applicable Educational Impact Fee Ordinance.

7. Miscellaneous Provisions.

a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

c. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

d. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

e. The captions of the various paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions hereof or be deemed in any manner to define, limit, modify or prescribe the scope or intent of this Agreement or any provision hereof.

D.R. 1085 PG 0007

f. This Agreement, any Exhibits and/or addenda made a part hereof, constitute the entire agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.

g. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

h. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date set forth above.

ATLANTIC GULF COMMUNITIES CORPORATION

By:

J. Thomas Gillette, III
Vice President

BOARD OF COUNTY COMMISSIONERS,
ST JOHN'S COUNTY, FLORIDA

By:

Debra Roberts
Its Chairman

Attest: Carl "Bud" Markel, Clerk

Wanne Carter
Deputy Clerk of the Circuit Court

SCHOOL BOARD OF ST. JOHN'S COUNTY,
FLORIDA

By:

Sharon R. Hartwell
Its Chairman

Attest:

Amy A. Mathews
Its Secretary

JAX-75143.10

O.R. 1085 PG 0003

EXHIBIT A
Form of Voucher
JULINGTON CREEK
DEVELOPMENT OF REGIONAL IMPACT
EDUCATIONAL IMPACT FEE VOUCHER

The undersigned hereby confirms that it has received from _____, funds sufficient for the impact fees for Educational Facilities, as required under St. Johns County Ordinance No. 87-60, for

_____	Residential Units - 1 Unit
_____	Residential Units - 2,3,4 Units
_____	Residential Units - 5 or More Units
_____	Mobile Home Units
_____	Hotel/Motel Units
_____	Other Residential Units

The undersigned hereby gives notice to St. Johns County, Florida that the sum of \$ _____ should be deducted from the Impact Fee Credit assigned to Atlantic Gulf Communities Corporation under that certain Impact Fee Credit Agreement (Educational Impact Fees) dated _____, 1994, by and between Atlantic Gulf Communities Corporation and St. Johns County, Florida.

ATLANTIC GULF COMMUNITIES
CORPORATION

By: _____
Its President

JAX-75143.10

4/01/94

IMPACT FEE CREDIT AGREEMENT
Road Impact Fees

Rec - 65.00
Sur 8.50
Bill Co.

THIS AGREEMENT is made this 1st day of April, 1994, by and between the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in Florida ("Atlantic Gulf").

RECITALS:

A. Atlantic Gulf is the Developer of certain lands contained within a Development of Regional Impact, commonly referred to as Julington Creek ("Julington Creek") and more fully described in that certain St. Johns County Resolution No. 82-37, as amended by Resolution No. 93-159 ("Development Order").

B. Pursuant to the St. Johns County Ordinance No. 87-57 ("Road Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit or certificate of occupancy ("Feepayer"), to pay a public capital facilities impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads in St. Johns County.

C. Pursuant to the requirements of Section 6 of the Development Order, Atlantic Gulf has agreed to construct certain roads both on and offsite and to convey certain rights of way, all as more fully described herein.

D. In consideration of Atlantic Gulf's completion of certain off site road improvements and Atlantic Gulf's agreements to make certain improvements to existing roads, to make cash contributions and to convey to the County or State of Florida the road rights of way, all as more fully set forth in the Restated Development Order, County Resolution 93-159, Atlantic Gulf has requested and the County has agreed to provide to Atlantic Gulf certain credits against the payment of Road Impact Fees based upon the total value of the off site improvements and rights of way ("Road Impact Fee Credits").

E. Pursuant to the terms of the Road Impact Fee Ordinance, the County and Atlantic Gulf desire to set forth their agreements and a procedure for the application and treatment of such Road Impact Fee Credits. Further, Atlantic Gulf agrees to modify the Development Order to be consistent with the terms hereof.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. As more fully described in Section 6 of the Development Order, the total Road Impact Fee Credit will be determined from time to time based upon the cost of the improvements to off site roads as well as the value of the rights of way dedicated to the State of Florida or the County. On

In + Ret - BCC Secty
Yvonne Carter

the date hereof, Atlantic Gulf has accrued Road Impact Fee Credit calculated as the sum of the following:

- a. The value of the expenses associated with the design, installation and improvements for the signalization of State Road 13 and Racetrack Road which is agreed to be equal to \$118,861.70.
- b. The value of the expense association with the paving of Bishop Estates Road, which is agreed to be \$115,029.00.
- c. The value of the land contained within the road rights of way which have been previously dedicated to the County, which road rights of way contained 5.52 acres of land, which is valued for these purposes at \$6,100.00 per acre for a total value of \$33,794.00

On the date hereof, the Road Impact Fee Credit, based upon the foregoing values as set forth in subparagraphs (a) and (b) above is Two Hundred Sixty Seven Thousand Six Hundred and Eighty Four and 00/100 Dollars (\$267,684.70), subject to increase and subject to decrease as set forth herein.

2. It is understood and agreed by the parties that except for the Road Impact Fee Credit specified in paragraph 1, the Road Impact Fee Credits will be accumulated over a period of time and the total amount of which shall vary from time to time as the off site improvements required by the Amended and Restated Development Order are completed and shall be based upon the following:

- a. The value of the road rights of way which must be dedicated will become Road Impact Fee Credits at the time of conveyance or dedication, and will be valued at Six Thousand One Hundred and 00/100 Dollars (\$6,100.00) per acre.
- b. Any funds expended in connection with the required planning or design shall be deemed to be Road Impact Fee Credits at such time as the projects are placed out for bid and will be equal to the amounts as shown on the paid invoices for such services.
- c. Any funds expended in connection with the required construction of road improvements (including the cost of equipment and materials for signalization and signs) shall be deemed to be Road Impact Fee Credits at such time as the such funds are actually spent by Atlantic Gulf, as evidenced by paid invoices for such construction or installation.
- d. Any payments or cash contributions required under the Amended Development Order.

The value to be credited under subparagraphs (b) and (c) shall be subject to the conditions as set forth in the Road Impact Fee Ordinance.

3. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with the construction of dwellings or commercial improvements within Julington Creek shall pay an amount equal to the amount due under the Road Impact Fee Ordinance directly to Atlantic Gulf. Atlantic Gulf shall then issue to such Feepayer a voucher substantially in the form attached hereto as Exhibit A, evidencing payment of the Road Impact Fee. The Feepayer shall present the voucher to the County, as evidence of payment in full of the Road Impact Fee

in connection with its application for a building permit or certificates of occupancy. The voucher issued by Atlantic Gulf shall contain a statement setting forth the amount of the Road Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer.

Because Atlantic Gulf will receive the Road Impact Fee Credits over a period of years, it is possible that at the time a Feepayer delivers the applicable Road Impact Fee to Atlantic Gulf, Atlantic Gulf may have no present Road Impact Fee Credit. In such event, Atlantic Gulf shall deliver the Road Impact Fee paid by the Feepayer to the County.

4. In connection with the further development of lands within Julington Creek, Atlantic Gulf may request that the legal description of the lands dedicated to the County or the State of Florida under this Agreement be adjusted to accommodate such future development. The parties agree to reasonably cooperate and take such necessary action, as allowed by law, to accomplish such adjustment by transferring lands they hold within Julington Creek. Transfer of land by the Grantee for such adjustments shall be accomplished by deed in accordance with Section 125.411, Florida Statutes. Transfer of land by Grantor shall be by General Warranty Deed. In the event that the net result of such adjustments is that the total acres of land dedicated to County or State of Florida is more or less than the amount credited to Atlantic Gulf for Road Impact Fee purposes, then the Road Impact Fee Credit shall be adjusted based upon \$6,100.00 per acre.

5. Atlantic Gulf may transfer all or any part of the Road Impact Fee Credit to any third party for such consideration as it deems reasonable under the circumstances, provided that such transferee will utilize such Impact Fee Credits in the benefit district which incorporates Julington Creek, in the manner permitted by the Road Impact Fee Ordinance. In such event, the third party shall make such payment to Atlantic Gulf as the parties agree and Atlantic Gulf shall issue its voucher in the same manner as set forth in paragraph 4 hereof.

6. In the event that Atlantic Gulf may determine to sell all or part of Julington Creek, Atlantic Gulf may sell, transfer, assign, or convey all or part of the Road Impact Fee Credit to such purchaser, transferee, assignee or grantee for use within Julington Creek for such consideration as Atlantic Gulf, in its sole discretion, determines. In such event, Atlantic Gulf shall execute and deliver to the County, a copy of the instrument selling, transferring, assigning or granting the Road Impact Fee Credit, confirmation of the amount of the Road Impact Fee Credit sold, transferred, assigned or granted and the remaining amount of Road Impact Fee Credit vested in Atlantic Gulf.

Provided however, Atlantic Gulf may not transfer or sell any Road Impact Fee Credits, as permitted in paragraphs 5 and 6, until such time as Atlantic Gulf has amended the Development Order to be consistent with the Road Impact Fee Ordinance and the transfer is consistent with the Road Impact Fee Ordinance.

7. On or before January 31 of each year, so long as there remains any Road Impact Fee Credit, Atlantic Gulf shall prepare and deliver to the County an annual report setting forth the amount of the Road Impact Fee payments made by the FeePAYERS and the remaining balance of Road Impact Fee Credits. In no event shall Atlantic Gulf grant, assign, sell or transfer any impact fee credits for an amount in excess of the amount of the then current impact fee.

8. At such time as all the required improvements, as described in paragraph 1 hereof have been completed and the Road Impact Fee Credit provided for hereunder has been exhausted, Atlantic Gulf or the Fee payers seeking building permits or certificates of occupancy within Julington Creek shall pay to the County the Road Impact Fees in such amounts as are then due and payable under the applicable Road Impact Fee Ordinance.

9. Miscellaneous Provisions.

a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

c. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

d. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

e. The captions of the various paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions hereof or be deemed in any manner to define, limit, modify or prescribe the scope or intent of this Agreement or any provision hereof.

f. This Agreement, any Exhibits and/or addenda made a part hereof, constitute the entire agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.

g. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

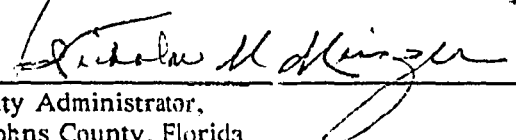
h. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date set forth above.

ATLANTIC GULF COMMUNITIES CORPORATION

By: 

L. Thomas Gillette, III, Vice President


County Administrator,
St. Johns County, Florida

JAX-76634.10

EXHIBIT A
Form of Voucher
JULINGTON CREEK
DEVELOPMENT OF REGIONAL IMPACT
ROAD IMPACT FEE VOUCHER

The undersigned hereby confirms that it has received from _____, funds sufficient for the impact fees for Roads, as required under St. Johns County Ordinance No. 87-59, for

_____	Residential Units - 1 Unit
_____	Residential Units - 2,3,4 Units
_____	Residential Units - 5 or More Units
_____	Mobile Home Units
_____	Hotel/Motel Units
_____	Other Residential Units
_____	Industrial per 1000 square feet
_____	Warehouse per 1000 square feet
_____	Office per 1000 square feet
_____	Financial per 1000 square feet
_____	Retail per 1000 square feet

The undersigned hereby gives notice to St. Johns County, Florida that the sum of \$_____ should be deducted from the Impact Fee Credit assigned to Atlantic Gulf Communities Corporation under that certain Impact Fee Credit Agreement (Road Impact Fees) dated _____, 1994, by and between Atlantic Gulf Communities Corporation and St. Johns County, Florida.

ATLANTIC GULF COMMUNITIES
CORPORATION

By: _____

Its President

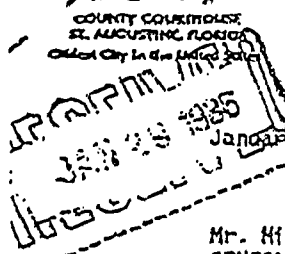
JAX-76634.10

BOARD OF COUNTY COMMISSIONERS

Historical St. Johns County, Florida

COUNTY ADMINISTRATOR
P. O. DRAWER 349
ST. AUGUSTINE, FLORIDA
32085-0349

TELEPHONE: 829-5686
TELEPHONE: 824-8131
EXT. 403



January 24, 1986

Mr. Michael Brett
GENERAL DEVELOPMENT CORPORATION
1111 Durban Creek Boulevard
Jacksonville, Florida 32223

RE: Road Improvement Julington Creek P.U.D.

Dear Mike:

As discussed in our conversation of today, you will find enclosed copies of the invoices for the work at SR13 and Racetrack Road for your records.

According to the Final Development Order for Julington Creek P.U.D. as approved and recorded in St. Johns County Board of County Commissioners minutes, (Book 6, Pages 551-558 and any subsequent amendments) General Development Corporation will cover the cost of the road work and improvements described above.

All work has been completed, accepted, and paid for by St. Johns County. Therefore, please accept this letter as request for reimbursement in the amount of \$118,861.70, with the check made payable to St. Johns County Road and Bridge Department.

It is understood that upon reimbursement, General Development Corporation/ Julington Creek P.U.D. et al., will be released from further costs, liability and maintenance for the road improvements located at SR13 and Racetrack Road subject to any further requirements of the Final Development Order described herein.

Please mail the check to the attention of the undersigned and if there are any questions, please do not hesitate to call.

Sincerely,

David F. Halstead
Director of Administrative Services

DEH/np

cc: J. L. Harrington, County Administrator
W. J. Wilson, Director of Road & Bridge
E. A. Gabriel, Purchasing Agent
Henry Hendrix, Finance Director

D.O. 1/1/1994

O.R. 1048 PG 1392

1111 First Avenue S.W.
Albany, Georgia 31703

General Development Corporation



082604

ONE THOUSAND EIGHT HUNDRED SIXTY FOUR AND NO/100 DOLLARS

CHECK NO. 082604

DATE 02/07/86

PO BOX 3691 ALBANY, GA 31703

00082604

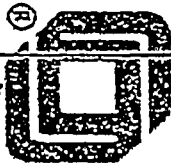
PLEASE DETACH BEFORE DEPOSITING

01-000-84280

VEHICOR CORPORATION

00082604

VOUCHER NUMBER	INVOICE NUMBER	PURCHASE ORDER NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
267936	020711861		02-07-86	118,861.70	.00	118,861.70
General Development Corporation						
TOTALS				118,861.70	.00	118,861.70



FEB 03 '94 14:06 ATLANTIC GULF COMM

COMPOSITE EXHIBIT 5



COUNTY COURTHOUSE
ST. AUGUSTINE, FLORIDA
Oldest City in the United States

BOARD OF COUNTY COMMISSIONERS

Historical St. Johns County, Florida

CARL "DUD" MARKEL, CLERK
POST OFFICE DRAWER 390
ST. AUGUSTINE, FLORIDA
32085

PHONE 019 024-4121

December 26, 1985

SARAH W. BAILEY
2202 Sherry Estates Road
Jacksonville, FL 32223
(District No. 11)

FRANCE H. BRUGAKER
Route 1, Box 225
25305, FL 32023
(District No. 2)

LAWRENCE O. HARTLEY
216 Shore Drive
St. Augustine, FL 32084
(District No. 3)

MART WALDRON
158 Galen Avenue
St. Augustine, FL 32084
(District No. 4)

PHYLLIS L. LYDON
24 Smith Street
St. Augustine, FL 32084
(District No. 5)

Mr. Michael Breit
Director of Communications
General Development Corporation
1111 Durban Creek Boulevard
Jacksonville, Florida 32223

Dear Mr. Breit,

Enclosed is a copy of Invoice number 5222 dated December 20, 1985 from Jensen of Jacksonville in the amount of \$115,047.43.

Also enclosed is a copy of a bid clarification and a letter from J.L. Harrington stating General Developments' portion as \$115,029.00. Per Mr. Harrington, General Development Corporation has agreed to pay the above amount.

Would you please remit your check in the above amount to the Board of County Commissioners, St. Johns County, Florida, P.O. Drawer 349, St. Augustine, FL 32085, attention: Finance Department at your earliest convenience?

Sincerely,

Henry Hendrix
Finance Director
St. Johns County, Florida

HH/ms
Encl.

O.R. 1048 PG 1393

CHECK NUMBER		INVOICE NUMBER		PURCHASE ORDER NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
00078987		00078987			01-16-86	115,029.00	.00	115,029.00
<p>General Development Corporation</p> <p>1/23/86</p>								

ST. JOHNS COUNTY RESOLUTION NO. 84-123

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AMENDING THAT CERTAIN RESOLUTION NO. 82-37 CONSTITUTING THE DEVELOPMENT ORDER FOR JULINGTON CREEK, AS AMENDED BY RESOLUTIONS 82-139, 84-23, AND 84-35, FINDING THAT THIS ADDITIONAL AMENDMENT REGARDING THE BOAT RAMP ~~AND COMPLETION OF~~ BISHOP'S ESTATE ROAD IN ADVANCE OF REQUIRED DEVELOPMENT ORDER CONDITIONS DO NOT CONSTITUTE A SUBSTANTIAL DEVIATION, PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED by the Board of Commissioners of St. Johns County, Florida,

Section 1. Paragraph 21, of Resolution 82-37 as subsequently amended is hereby deleted in its entirety, and the following is substituted in its stead:

21. At the request of the County, but in no event earlier than twenty-four (24) months from the commencement of sales within the property described as Exhibit A, Developer shall complete the construction of a boat ramp, a paved access road and adequate paved parking area to provide the public with water oriented access on a parcel of land mutually agreeable to the County and Developer for that purpose, provided all necessary approvals have been obtained (including approval by the NEFRPC) or, alternatively, County shall put the design and construction work up for bid and Developer shall pay costs required by lowest bidder.

Section 2. Paragraph 2A as set forth in Resolution 82-37 as amended is hereby deleted in its entirety and the following substituted therefor:

A. Arterial Roads. Developer shall construct at its expense all project area roadway improvements listed in Exhibit B attached hereto and depicted on Map J-11 of the AOA. Construction of each roadway shall be in accordance with County subdivision regulations in effect at the time the plat showing the roadway is recorded. Provided, however, that at County request that portion of Bishop Estates Road comprising approximately 1.4 miles from the existing paved portion of Bishop's Estate Road to Racetrack Road shall be funded by Developer and constructed by County. That existing, unpaved portion of the Bishop's Estate Road from the North South Connector to Racetrack Road as shown in J-11 was scheduled for construction pursuant to Exhibit B in Phase III. Developer has agreed to fund the above described work prior to commencement of construction.

Section 3. The amendments incorporated herein do not constitute a substantial deviation to the conditions of the Julington Creek Development Order Resolution 82-37 or to any subsequent amendments thereto.

LEG. 70'S '10 '10'S

PASSED AND ADOPTED BY THE BOARD OF COUNTY
COMMISSIONERS OF ST. JOHN'S COUNTY, FLORIDA THIS 16th DAY OF
October, 1964.

BOARD OF COUNTY COMMISSIONERS
ST. JOHN'S COUNTY, FLORIDA

By

Chester Beest
Chairman

Attest: CARL "BUD" HARKES, CLERK

By: Cheryl Kent
Deputy Clerk

LEG. 70'S 10-16-64

O.R. 1048 PG 1397

RESOLUTION NO. 92-186

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ACCEPTING GENERAL WARRANTY DEED FROM ATLANTIC GULF COMMUNITIES CORPORATION CONVEYING ROAD RIGHT-OF-WAY AS REQUIRED BY ST. JOHNS COUNTY RESOLUTION NO. 82-37.

WHEREAS, Atlantic Gulf Communities Corporation, a Delaware Corporation, formerly known as General Development Corporation, has tendered a General Warranty Deed dated September 14, 1992 to the Board of County Commissioners of St. Johns County, Florida conveying the land described thereon for road right-of-way in accordance with St. Johns County Resolution 82-37 filed in Commission Minutes Book 6, Page 552, constituting a Development Order by St. Johns County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, that the General Warranty Deed for road right-of-way, a copy of which is attached hereto as Exhibit "A", is hereby accepted by the Board of County Commissioners of St. Johns County, Florida. This acceptance shall not be deemed an acceptance requiring construction or maintenance on the subject property. The road right-of-way is highlighted on attached Exhibits "B" and "C". The clerk is instructed to file the Property Report attached hereto as Exhibit "D", and to record the General Warranty Deed in the official records of St. Johns County at County expense.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 10 day of November, 1992.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: L. S. Bledsoe

Its Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

Carl "Bud" Markel
Deputy Clerk

4/01/94

IMPACT FEE CREDIT AGREEMENT

Public Capital Facilities Impact Fees

THIS AGREEMENT is made this 1st day of April, 1994, by and between the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in Florida ("Atlantic Gulf").

RECITALS:

A. Atlantic Gulf is the Developer of certain lands contained within a Development of Regional Impact, commonly referred to as Julington Creek ("Julington Creek") and more fully described in that certain St. Johns County Resolution No. 82-37, as amended by Resolution No. 93-159 ("Development Order").

B. Pursuant to the St. Johns County Ordinance No. 87-59 ("Public Facilities Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit or certificate of occupancy ("Feepayer"), to pay a public capital Public Facilities Impact Fee ("Public Facilities Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide capital facilities for St. Johns County.

C. Pursuant to the requirements of Section 15 of the Development Order, Atlantic Gulf has agreed to convey the lands to the County for the County's use for general governmental purposes ("Governmental Site").

Further, pursuant to Section 18 to the Development Order, Atlantic Gulf is required to pay to the County the sum of One Hundred and Eighty Five Thousand and 00/100 Dollars (\$185,000.00) in lieu of conveyance of land for a Fire Station ("Cash Contribution").

D. In consideration of Atlantic Gulf's agreement to convey the Governmental Site to the County and to pay the Cash Contribution, Atlantic Gulf has requested and the County has agreed to provide to Atlantic Gulf certain credits against the payment of Public Facilities Impact Fees based upon the total value of the Governmental Site and the Cash Contribution, as stated in the Development Order ("Public Facilities Impact Fee Credit").

E. Pursuant to the terms of the Public Facilities Impact Fee Ordinance and in accordance with the Development Order, the County and Atlantic Gulf desire to set forth their agreements and a procedure for the application and treatment of such Public Facilities Impact Fee Credits.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

*Rec - 21⁰⁰
Sur 3⁰⁰
Bill Co.
Yvonne Carter*

1. The total Public Facilities Impact Fee Credit will be calculated as the sum of the following:

a. Atlantic Gulf will convey the Governmental Site to the County. The Governmental Site contains eight and one-tenth (8.1) acres of land and in accordance with the Public Facilities Impact Fee Ordinance and the Development Order, Atlantic Gulf shall receive Public Facilities Impact Fee Credits under the Public Facilities Impact Fee Ordinance in the gross amount of Forty Nine Thousand and Four Hundred Ten and 00/100 Dollars (\$49,410.00) which is computed based upon Six Thousand One Hundred and 00/100 Dollars (\$6,100.00) per acre.

b. Cash contribution in the amount of \$185,000.00, which amount is due and payable on or before December 31, 1994.

Accordingly, on the date hereof the total Public Facilities Impact Fee Credit shall be equal to \$49,410.00 at such time as the deed of conveyance is accepted by the County, which amount shall be increased by the amount of the Cash Contribution upon delivery of such amount to the County.

2. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with the construction of dwellings or commercial improvements within Julington Creek shall pay an amount equal to the amount due under the Public Facilities Impact Fee Ordinance directly to Atlantic Gulf. Atlantic Gulf shall then issue to such Feepayer a voucher substantially in the form attached hereto and made a part hereof as Exhibit A, evidencing payment of the Public Facilities Impact Fee. The Feepayer shall present the voucher to the County as evidence of payment in full of the Public Facilities Impact Fee in connection with its application for a building permit or certificates of occupancy. The voucher issued by Atlantic Gulf shall contain a statement setting forth the amount of the Public Facilities Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer.

3. In connection with the further development of lands within Julington Creek, Atlantic Gulf may request that the legal description of the lands dedicated to the County under this Agreement be adjusted to accommodate such future development. The parties agree to reasonably cooperate and take such necessary action, as allowed by law, to accomplish such adjustment by transferring lands they hold within Julington Creek. Transfer of land by the Grantee for such adjustments shall be accomplished by deed in accordance with Section 125.411, Florida Statutes. Transfer of land by Grantor shall be by General Warranty Deed. In the event that the net result of such adjustments is that the total acres of land dedicated to County is more or less than the amount credited to Atlantic Gulf for Public Facilities Impact Fee purposes, then the Public Facilities Impact Fee Credit shall be adjusted based upon \$6,100.00 per acre.

4. In the event that Atlantic Gulf may determine to sell all or part of Julington Creek, Atlantic Gulf may sell, transfer, assign, or convey all or part of the Public Facilities Impact Fee Credit to such purchaser, transferee, assignee or grantee for use within Julington Creek for such consideration as Atlantic Gulf, in its sole discretion, determines. In such event, Atlantic Gulf shall execute and deliver to the County, a copy of the instrument selling, transferring, assigning or granting the Public Facilities Impact Fee Credit, a written confirmation of the amount of Public Facilities Impact Fee Credit sold, transferred, assigned or granted and the remaining amount of Public Facilities Impact Fee Credit vested in Atlantic Gulf.

transferred, assigned or granted and the remaining amount of Public Facilities Impact Fee Credit vested in Atlantic Gulf.

5. On or before January 31 of each year, so long as there remains any Public Facilities Impact Fee Credit, Atlantic Gulf shall prepare and deliver to the County an annual report setting forth the amount of the Public Facilities Impact Fee payments made by the Fee payers and the remaining balance of Public Facilities Impact Fee credits. In no event shall Atlantic Gulf grant, assign, sell or transfer any impact fee credits for an amount in excess of the amount of the then current impact fee.

6. At such time as the Public Facilities Impact Fee Credit provided for hereunder has been exhausted, Atlantic Gulf or the Fee payers seeking building permits or certificates of occupancy within Julington Creek shall pay to the County the Public Facilities Impact Fees in such amounts as are then due and payable under the applicable Public Facilities Impact Fee Ordinance.

7. Miscellaneous Provisions.

a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

c. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

d. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

e. The captions of the various paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions hereof or be deemed in any manner to define, limit, modify or prescribe the scope or intent of this Agreement or any provision hereof.

f. This Agreement, any Exhibits and/or addenda made a part hereof, constitute the entire agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.

g. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

h. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.

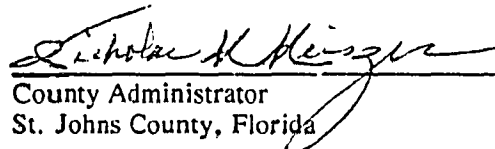
O.R. 1048 PG 1383

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date set forth above.

ATLANTIC GULF COMMUNITIES
CORPORATION

By: 

J. Thomas Gillette, III
Vice President


County Administrator
St. Johns County, Florida

JAX-73988.11



EXHIBIT A
Form of Voucher
JULINGTON CREEK
DEVELOPMENT OF REGIONAL IMPACT
PUBLIC CAPITAL FACILITIES IMPACT FEE VOUCHER

The undersigned hereby confirms that it has received from _____, funds sufficient for the impact fees for Public Facilities, as required under St. Johns County Ordinance No. 87-59, for

_____	Residential Units - 1 Unit
_____	Residential Units - 2,3,4 Units
_____	Residential Units - 5 or More Units
_____	Mobile Home Units
_____	Hotel/Motel Units
_____	Other Residential Units
_____	Industrial per 1000 square feet
_____	Warehouse per 1000 square feet
_____	Office per 1000 square feet
_____	Financial per 1000 square feet
_____	Retail per 1000 square feet

The undersigned hereby gives notice to St. Johns County, Florida that the sum of \$_____ should be deducted from the Impact Fee Credit assigned to Atlantic Gulf Communities Corporation under that certain Impact Fee Credit Agreement (Public Capital Facilities Impact Fees) dated _____, 1994, by and between Atlantic Gulf Communities Corporation and St. Johns County, Florida.

ATLANTIC GULF COMMUNITIES
CORPORATION

By: _____

Its President

JAX-73988.11

3/31/94

IMPACT FEE CREDIT AGREEMENT

Park Impact Fees

Rec-29.00
Sur-4.00
Bill Co.

THIS AGREEMENT is made this 1st day of April, 1994, by and between the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in Florida ("Atlantic Gulf").

RECITALS:

A. Atlantic Gulf is the Developer of certain lands contained within a Development of Regional Impact, commonly referred to as Julington Creek ("Julington Creek") and more fully described in that certain St. Johns County Resolution No. 82-37, as amended by Resolution No. 93-159 ("Development Order").

B. Pursuant to the St. Johns County Ordinance No. 87-58 ("Park Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit or certificate of occupancy ("Feepayer"), to pay a park facilities impact fee ("Park Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide park and park improvements for St. Johns County.

C. Pursuant to the requirements of Section 21 of the Development Order, Atlantic Gulf has conveyed to the County 10.1 acres of land, known as Mills Field and Atlantic Gulf has agreed to convey an additional parcel of land consisting of approximately 11.7 acres, (which will be an expansion of the Mills Field recreational park, such that the total acreage in the Mills Field Site will be approximately 21.8) acres and a new site consisting of approximately 26.2 acres, depicted in the Master DRI plan as Parcel 46. Accordingly, the total acreage for parks which are subject to the Park Impact Fee Ordinance is forty-eight (48) acres, all of the foregoing are jointly referred to herein as "Park Sites".

D. In consideration of Atlantic Gulf's agreement to convey the Park Sites to the County, Atlantic Gulf has requested and the County has agreed to provide to Atlantic Gulf certain credits against the payment of Park Impact Fees based upon the value of the Park Sites, as stated in the Development Order ("Park Impact Fee Credits").

E. Pursuant to the terms of the Park Impact Fee Ordinance and in accordance with the Development Order, the County and Atlantic Gulf desire to set forth their agreements and a procedure for the application and treatment of such Park Impact Fee Credits.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Atlantic Gulf has previously conveyed a parcel of land consisting of ten and one tenth (10.1) acres to the County, which parcel has been improved and is currently being used by the

Sur Let - BCC Secty
Yvonne Carter

County, which is known as "Mills Field." Atlantic Gulf has or will convey other Park Sites to the County. The Additional Park Sites to be conveyed pursuant to the Development Order contain thirty seven and nine tenths (37.9) acres of land.

Accordingly, on the date hereof Atlantic Gulf has Park Impact Fee Credits under the Park Impact Fee Credit Ordinance in the amount of Sixty One Thousand Six Hundred and Ten and 00/100 Dollars (\$61,610.00). Atlantic Gulf shall receive Park Impact Fee Credits under the Park Impact Fee Ordinance in the amount of Two Hundred Thirty One Thousand Eight Hundred One Hundred and Ninety and 00/100 Dollars (\$231,190.00) at such time as the remaining park parcels are conveyed. Each of the foregoing is computed based upon Six Thousand One Hundred Dollars (\$6,100.00) per acre for each tract conveyed, which amount may be adjusted as hereinafter provided.

2. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with the construction of dwellings within Julington Creek shall pay an amount equal to the amount due under the Park Impact Fee Ordinance directly to Atlantic Gulf. Atlantic Gulf shall then issue to such Feepayer a voucher, substantially in the form attached hereto as Exhibit A, evidencing payment of the Park Impact Fee. The Feepayer shall present the voucher to the County as evidence of payment in full of the Park Impact Fee in connection with its application for a building permit or certificates of occupancy. The voucher issued by Atlantic Gulf shall contain a statement setting forth the amount of the Park Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer.

3. In connection with the further development of lands within Julington Creek, Atlantic Gulf may request that the legal description of the lands dedicated to the County under this Agreement be adjusted to accommodate such future development. The parties agree to reasonably cooperate and take such necessary action, as allowed by law, to accomplish such adjustment by transferring lands they hold within Julington Creek. Transfer of land by the Grantee for such adjustments shall be accomplished by deed in accordance with Section 125.411, Florida Statutes. Transfer of land by Grantor shall be by General Warranty deed. In the event that the net result of such adjustments is that the total acres of land dedicated to County is more or less than the amount credited to Atlantic Gulf for Park Impact Fee purposes, then the Park Impact Fee Credit shall be adjusted based upon \$6,100.00 per acre.

4. In the event that Atlantic Gulf may determine to sell all or any part of Julington Creek, Atlantic Gulf may sell, transfer, assign or convey all or part of the Park Impact Fee Credit to such purchaser, transferee, assignee or grantee for use within Julington Creek for such consideration as Atlantic Gulf, in its sole discretion, determines. In such event, Atlantic Gulf shall execute and deliver to the County, a copy of the instrument selling, transferring, assigning or granting the Park Impact Fee Credit, a written confirmation of the amount of the Park Impact Fee Credit sold, transferred, assigned or granted and the remaining amount of Park Impact Fee Credit vested in Atlantic Gulf.

5. On or before January 31 of each year, so long as there remains any Park Impact Fee Credit, Atlantic Gulf shall prepare and deliver to the County an annual report setting forth the amount of the Park Impact Fee payments made by the Feepayers and the remaining balance of Park Impact Fee credits. In no event shall Atlantic Gulf grant, assign, sell or transfer any impact fee credits for an amount in excess of the amount of the then current impact fee.

6. At such time as the Park Impact Fee Credit provided for hereunder has been exhausted, Atlantic Gulf or the Fee payers seeking building permits or certificates of occupancy within Julington Creek shall pay to the County the Park Impact Fees in such amounts as are then due and payable under the applicable Park Impact Fee Ordinance.

7. Miscellaneous Provisions.

a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

c. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

d. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

e. The captions of the various paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions hereof or be deemed in any manner to define, limit, modify or prescribe the scope or intent of this Agreement or any provision hereof.

f. This Agreement, any Exhibits and/or addenda made a part hereof, constitute the entire agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.

g. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

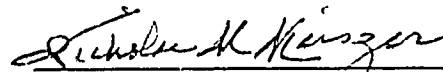
h. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date set forth above.

ATLANTIC GULF COMMUNITIES
CORPORATION

By: 

J. Thomas Gillette, III
Vice President



County Administrator,
St. Johns County, Florida

JAX-75137.11



EXHIBIT A
Form of Voucher
JULINGTON CREEK
DEVELOPMENT OF REGIONAL IMPACT
PARK IMPACT FEE VOUCHER

The undersigned hereby confirms that it has received from _____, funds sufficient for the impact fees for Parks, as required under St. Johns County Ordinance No. 87-58, for

_____	Residential Units - 1 Unit
_____	Residential Units - 2,3,4 Units
_____	Residential Units - 5 or More Units
_____	Mobile Home Units
_____	Hotel/Motel Units
_____	Other Residential Units

The undersigned hereby gives notice to St. Johns County, Florida that the sum of \$_____ should be deducted from the Impact Fee Credit assigned to Atlantic Gulf Communities Corporation under that certain Impact Fee Credit Agreement (Park Impact Fees) dated _____, 199_, by and between Atlantic Gulf Communities Corporation and St. Johns County, Florida.

ATLANTIC GULF COMMUNITIES
CORPORATION

By: _____
Its President

JAX-75137.11

Prepared by:
Jonathan T. Johnson, Esquire
Hopping Boyd Green & Sams
Post Office Box 6526
Tallahassee, FL 32314

3-6-94
13-8
C-5.00
This space reserved
for use by the Clerk
of the Circuit Court

186c
73+952
Return to:
Linda Connor Kane
Holland & Knight
50 N. Laura St., Suite 3900
Jacksonville, FL 32202

**NOTICE OF ESTABLISHMENT OF THE JULINGTON
CREEK PLANTATION COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that on July 26, 1994, the Florida Land and Water Adjudicatory Commission filed a proposed final rule with the Office of the Secretary of State proposing the establishment of the Julington Creek Plantation Community Development District. This rule became final on August 15, 1994. The legal description of the lands encompassed within the District is attached hereto as Attachment "A". The District is a special purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, Florida Statutes, or by contacting Gary L. Moyer, 10300 N.W. 11th Manor, Coral Springs, FL 33065, or at (305) 753-0380.

THE JULINGTON CREEK PLANTATION COMMUNITY DEVELOPMENT DISTRICT IMPOSES TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND

Recorded in Public Records St. Johns County, FL
Clerk # 94037392 O.R. 1082 PG 889 03:45PM 11-15-94
Recording 73.00 Surcharge 9.50

In: Atlantic Gulf Communities

ASSESSMENTS ARE IN ADDITION TO COUNTY AND ALL OTHER TAXES AND
ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed on the 20th day
of September, 1994, and recorded in the Official Records of St.
Johns County, Florida.

JULINGTON CREEK PLANTATION
COMMUNITY DEVELOPMENT DISTRICT

By: _____

THOMAS GILLETTE, JR.
Chairperson, Board of Supervisors

Witness

LEON MARRON
Print Name

Witness

MARY ANN LUCHAMY
Print Name

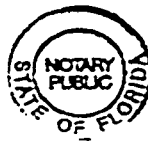
O.R. 1082 PG 0890

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10th
day of November, 1994, by Sharon J. Hudson of Julington Creek
Plantation Community Development District, who is personally known
to me or who has produced _____ as
identification and who did (did not) take an oath.

Sharon J. Hudson
Signature of Notary taking acknowledgement

Sharon J. Hudson
Name of Notary taking acknowledgment
(typed, printed or stamped)



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

Title or rank

1082 PG 0891
Serial number, if any

O.R. 1082 PG 0891

PARCEL "A"

A portion of Sections 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 49, 54, and 57, Township 4 South, Range 27 East, St. Johns County, Florida, together with a portion of Sections 2, 4, and 5, Township 5 South, Range 27 East, St. Johns County, Florida, all being more particularly described as follows:

For a Point of Beginning, commence at the point of intersection of the Easterly right-of-way line of State Road No. 13, as now established for a width of 100 feet, with the Southwesterly right-of-way line of Racetrack Road, as now established for a width of 66 feet, said point being the Northwest corner of the aforementioned Julington Creek Unit One, according to plat thereof recorded in Map Book 16, Pages 35 - 51, of the Public Records of the aforementioned St. Johns County, Florida; thence South $76^{\circ} 22' 54''$ East, along said Southwesterly right-of-way line of Racetrack Road, a distance of 876.51 feet; thence North $13^{\circ} 37' 06''$ East, a distance of 66.00 feet to a point lying in the Northeasterly right-of-way line of said Racetrack Road, said point being the most

Westerly corner of Tract "A", as shown on the aforementioned plat of Julington Creek Unit Two recorded in Map Book 16, Pages 52 - 63, Public Records, said County; thence along the Northerly boundary of said Tract "A" and Easterly prolongation thereof, North $89^{\circ} 13' 56''$ East, a distance of 1044.60 feet to a point lying in the Westerly boundary of said Julington Creek Unit Two; thence along and with the boundary of said Julington Creek Unit Two the following courses: North $00^{\circ} 55' 04''$ West, a distance of 2895.00 feet; thence North $65^{\circ} 37' 46''$ East, a distance of 261.31 feet to the point of curvature of a curve to the right, said curve being concave to the Southwest, having a radius of 270.00 feet and a central angle of $56^{\circ} 49' 50''$; thence 267.81 feet Southeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South $85^{\circ} 57' 19''$ East, a distance of 256.96 feet; thence South $57^{\circ} 32' 24''$ East, a distance of 535.49 feet to the point of curvature of a curve to the left, said curve being concave to the Northeast, having a radius of 530.00 feet and a central angle of $15^{\circ} 32' 00''$; thence 143.69 feet Southeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South $65^{\circ} 18' 24''$ East, a distance of 143.25 feet; thence South $73^{\circ} 04' 24''$ East, a distance of 287.74 feet to the point of curvature of a curve to the left, said curve being concave to the North, having a radius of 490.40 feet and a central angle of $33^{\circ} 03' 19''$; thence 282.92 feet Southeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South $89^{\circ} 36' 04''$ East, a distance of 279.02 feet;

thence North $73^{\circ} 52' 17''$ East, a distance of 359.21 feet to the Northerly corner common to said Julington Creek Unit Two and the aforementioned Julington Creek Unit Three, according to plat thereof recorded in Map Book 16, Pages 64 - 88, Public Records, said County; thence along and with the boundary of said Julington Creek Unit Three the following courses: North $73^{\circ} 52' 17''$ East, a distance of 116.99 feet to the point of curvature of a curve to the right, said curve being concave to the South, having a radius of 470.00 feet and a central angle of $35^{\circ} 29' 03''$; thence 291.08 feet Southeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South $88^{\circ} 23' 11''$ East, a distance of 286.45 feet; thence South $70^{\circ} 38' 40''$ East, a distance of 1031.69 feet to the point of curvature of a curve to the right, said curve being concave to the Southwest, having a radius of 2260.00 feet and a central angle of $04^{\circ} 59' 59''$; thence 197.21 feet Southeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South $66^{\circ} 08' 40''$ East, a distance of 197.15 feet; thence South $65^{\circ} 38' 41''$ East, a distance of 135.97 feet; thence South $00^{\circ} 36' 59''$ East, a distance of 622.42 feet; thence South $89^{\circ} 24' 51''$ West, a distance of 294.90 feet; thence South $00^{\circ} 34' 55''$ East, a distance of 1624.92 feet; thence South $76^{\circ} 25' 30''$ East, a distance of 1360.52 feet; thence North $00^{\circ} 33' 43''$ West, a distance of 1957.64 feet; thence South $89^{\circ} 23' 37''$ West, a distance of 324.80 feet; thence North $00^{\circ} 36' 59''$ West, a distance of 504.45 feet to a point lying in the Southerly right-of-way line of Bishop Estates Road, as now established for a width of 60 feet;

thence along said Southerly right-of-way line, and continuing along and with the boundary of said Julington Creek Unit Three, North $72^{\circ} 46' 03''$ East, a distance of 847.00 feet to the point of curvature of a curve to the right, said curve being concave to the South, having a radius of 559.55 feet and a central angle of $38^{\circ} 38' 26''$; thence 377.36 feet Easterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South $87^{\circ} 54' 44''$ East, a distance of 370.25 feet; thence South $68^{\circ} 35' 31''$ East, a distance of 1163.87 feet to the point of curvature of a curve to the right, said curve being concave to the Southwest, having a radius of 896.04 feet, and a central angle of $14^{\circ} 33' 05''$; thence 227.57 feet Southeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South $61^{\circ} 18' 59''$ East, a distance of 226.96 feet; thence South $54^{\circ} 02' 26''$ East, a distance of 621.97 feet to the point of curvature of a non-tangent curve to the left, said curve being concave to the Northeast, having a radius of 654.89 feet and a central angle of $35^{\circ} 19' 25''$; thence 403.75 feet Southeasterly, around the arc of said curve, said arc being subtended by a chord which bears South $71^{\circ} 42' 08''$ East, a distance of 397.38 feet; thence North $89^{\circ} 21' 50''$ East, a distance of 321.10 feet to the point of curvature of a non-tangent curve to the right, said curve being concave to the South, having a radius of 690.01 feet and a central angle of $25^{\circ} 21' 57''$; thence 305.48 feet Easterly, around the arc of said curve, said arc being subtended by a chord which bears South $76^{\circ} 40' 52''$ East, a distance of 302.99 feet; thence South $63^{\circ} 59' 54''$ East, a distance of 158.64

feet to the point of curvature of a curve to the left, said curve being concave to the Northeast, having a radius of 1268.20 feet. and a central angle of $42^{\circ} 29' 40''$; thence 940.59 feet Southeasterly, around the arc of said curve, to a point of reverse curvature, said arc being subtended by a chord which bears South $85^{\circ} 14' 44''$ East, a distance of 919.18 feet to said point of reverse curvature of a curve to the right, said curve being concave to the South, having a radius of 228.00 feet and a central angle of $20^{\circ} 36' 14''$; thence 81.99 feet Northeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears North $83^{\circ} 48' 33''$ East, a distance of 81.55 feet; thence South $85^{\circ} 53' 20''$ East, a distance of 328.46 feet to the Northerly corner common to said Julington Creek Unit Three and the aforementioned Julington Creek Unit Four, according to plat thereof recorded in Map Book 16, Pages 89 - 111, Public Records, said County; thence along and with the boundary of said Julington Creek Unit Four the following courses: South $85^{\circ} 53' 20''$ East, a distance of 171.26 feet to the point of curvature of a curve to the right, said curve being concave to the South, having a radius of 690.01 feet, and a central angle of $20^{\circ} 15' 14''$; thence 243.92 feet Easterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South $75^{\circ} 45' 43''$ East, a distance of 242.65 feet; thence South $65^{\circ} 38' 06''$ East, a distance of 299.43 feet to the point of curvature of a curve to the left, said curve being concave to the Northeast, having a radius of 1451.18 feet, and a central angle of $16^{\circ} 27' 36''$; thence 416.90 feet Southeasterly, around the arc of said

curve, to the point of tangency thereof, said arc being subtended by a chord which bears South 73° 51' 54" East, a distance of 415.47 feet; thence South 82° 05' 42" East, a distance of 616.54 feet to the point of curvature of a curve to the right, said curve being concave to the Southwest, having a radius of 1642.47 feet, and a central angle of 00° 17' 36"; thence 8.41 feet Southeasterly, around the arc of said curve, said arc being subtended by a chord which bears South 81° 56' 54" East, a distance of 6.41 feet to a point of intersection with the Southerly prolongation of the most Westerly boundary of the aforementioned Julington Creek Unit Six, according to plat thereof recorded in Map Book 17, Pages 22 - 52, Public Records, said County; thence along and with said Westerly boundary and Southerly prolongation thereof, and along and with the boundary of said Julington Creek Unit Six the following courses: North 00° 36' 03" East, a distance of 319.20 feet to an angle point in the boundary of said Julington Creek Unit Six; thence North 03° 08' 57" West, a distance of 230.12 feet; thence North 02° 45' 57" West, a distance of 284 feet, more or less, to the mean high water line of Durbin Creek; thence Southeasterly and Easterly, along said mean high water line of Durbin Creek and the meanderings thereof, a distance of 9880 feet, more or less, to the East line of Section 35 of the aforementioned Township 4 South, Range 27 East; thence South 01° 33' 04" East, along said East line of Section 35, a distance of 3752 feet, more or less, to a point lying in the aforementioned Northeasterly right-of-way line of Racetrack Road; thence South 76° 22' 54" East, along said Northeasterly right-of-way line, a distance of 147.01 feet to the most Westerly corner of

Tract "A", as shown on the aforementioned plat of Julington Creek Unit Seven recorded in Map Book 18, Pages 6 - 32, Public Records, said County; thence North $89^{\circ} 11' 36''$ East, along the Northerly boundary of said Julington Creek Unit Seven, a distance of 2538.40 feet to the Northeast corner thereof; thence along the Easterly boundary of said Julington Creek Unit Seven, and along the extension of said Easterly boundary across the aforementioned Racetrack Road, South $00^{\circ} 33' 34''$ East, a distance of 1320.75 feet to a point lying in the line dividing the aforementioned Townships 4 and 5 South, Range 27 East, said point being the Southeast corner of said Julington Creek Unit Seven; thence continue along and with the boundary of said Julington Creek Unit Seven the following courses: South $89^{\circ} 13' 19''$ West, a distance of 2656.47 feet to the Southeast corner of the aforementioned Section 35, Township 4 South, Range 27 East; thence South $89^{\circ} 15' 04''$ West, a distance of 660.28 feet; thence North $01^{\circ} 36' 48''$ West, a distance of 1320.37 feet; thence South $89^{\circ} 13' 37''$ West, a distance of 664.62 feet; thence South $01^{\circ} 47' 18''$ East, a distance of 1320.15 feet; thence South $02^{\circ} 14' 04''$ East, a distance of 1340.96 feet; thence South $89^{\circ} 33' 39''$ West, a distance of 662.34 feet; thence North $02^{\circ} 10' 39''$ West, a distance of 1336.69 feet; thence South $89^{\circ} 12' 29''$ West, a distance of 660.57 feet; thence South $89^{\circ} 13' 36''$ West, a distance of 2641.92 feet; thence South $89^{\circ} 14' 24''$ West, a distance of 2676.55 feet; thence South $89^{\circ} 14' 31''$ West, a distance of 1369.31 feet to the Southerly corner common to said Julington Creek Unit Seven and the aforementioned Julington Creek Unit Eight, according to plat thereof recorded in Map Book 18, Pages 33 through

51, Public Records, said County; thence along and with the boundary of said Julington Creek Unit Eight the following courses: South 89° 14' 31" West, a distance of 1258.94 feet; thence South 00° 48' 07" East, a distance of 1331.35 feet; thence South 00° 47' 45" East, a distance of 2582.06 feet; thence South 89° 35' 54" West, a distance of 2649.95 feet; thence South 89° 33' 43" West, a distance of 1328.72 feet; thence South 89° 31' 34" West, a distance of 1342.28 feet; thence South 89° 26' 51" West, a distance of 1345.27 feet; thence North 00° 44' 34" West, a distance of 1341.60 feet; thence North 00° 39' 54" West, a distance of 295.39 feet to the Westerly corner common to said Julington Creek Unit Eight and the aforementioned Julington Creek Unit Nine, according to plat thereof recorded in Map Book 18, Pages 77 - 121, Public Records, said County; thence along and with the boundary of said Julington Creek Unit Nine the following courses: North 00° 39' 54" West, a distance of 1024.75 feet; thence North 89° 28' 29" East, a distance of 1342.18 feet; thence North 00° 28' 51" West, a distance of 1322.45 feet; thence South 89° 28' 29" West, a distance of 1342.18 feet; thence North 00° 28' 51" West, a distance of 379.92 feet to the centerline of Cunningham Creek; thence Westerly along a meander line that approximates the centerline of said Cunningham Creek as follows: North 58° 00' 56" West, a distance of 135.23 feet; thence South 88° 24' 34" West, a distance of 220.36 feet; thence North 70° 24' 07" West, a distance of 355.69 feet; thence South 76° 06' 53" West, a distance of 348.16 feet; thence South 89° 11' 02" West, a distance of 300.67 feet; thence North 83° 03' 30" West, a distance of 252.48 feet; thence North 80° 29' 16" West, a distance of 336.30

feet; thence North 88° 42' 35" West, a distance of 311.27 feet; thence South 71° 01' 54" West, a distance of 85.28 feet; thence North 85° 52' 03" West, a distance of 313.97 feet; thence South 58° 08' 46" West, a distance of 305.31 feet; thence South 88° 56' 58" West, a distance of 160.43 feet; thence South 58° 08' 31" West, a distance of 239.34 feet; thence South 88° 49' 46" West, a distance of 474.71 feet; thence North 38° 38' 53" West, a distance of 193.24 feet; thence North 87° 42' 49" West, a distance of 351.51 feet; thence South 70° 43' 49" West, a distance of 537.95 feet; thence South 59° 45' 23" West, a distance of 666.17 feet to a point lying in the aforementioned Easterly right-of-way line of State Road No. 13; thence North 04° 51' 47" East, along said Easterly right-of-way line, a distance of 1961.82 feet to the Westerly corner common to said Julington Creek Unit Nine and the aforementioned Julington Creek Unit One, according to plat thereof recorded in Map Book 16, Pages 35 - 51, Public Records, said County; thence along and with the boundary of said Julington Creek Unit One the following courses: North 04° 51' 47" East, a distance of 2087.46 feet to an angle point in said boundary; thence North 88° 25' 39" East, departing said Easterly right-of-way line of State Road No. 13, a distance of 191.74 feet; thence North 00° 18' 11" West, a distance of 833.50 feet; thence North 89° 13' 41" East, a distance of 676.09 feet; thence South 00° 17' 20" East, a distance of 160.48 feet; thence North 89° 15' 59" East, a distance of 670.35 feet; thence North 00° 16' 32" West, a distance of 660.03 feet; thence South 89° 17' 37" West, a distance of 670.00 feet; thence South 89° 17' 50" West, a distance of 747.26 feet to a point lying in the aforemen-

tioned Easterly right-of-way line of State Road No. 13; thence North 04° 51' 47" East, along said Easterly right-of-way line, a distance of 1490.97 feet to the Point of Beginning.

Containing 4,270 acres, more or less.

- 1) EXCEPTING THEREFROM, however, lands described and recorded in Official Records Volume 569, Page 331, and Official Records Volume 790, Page 554, and also lands described and recorded in Official Records Volume 910, Page 1091 (including the EXCEPTION mentioned therein), all of the Public Records of St. Johns County, Florida, and containing 29.13 acres, more or less.
- 2) EXCEPTING THEREFROM, however, lands described and recorded in Official Records Volume 721, Page 1090, of the Public Records of St. Johns County, Florida, and containing 5.16 acres, more or less.
- 3) EXCEPTING THEREFROM, however, lands described and recorded in Official Records Volume 716, Page 690, and Official Records Volume 878, Page 92, all of the Public Records of St. Johns County, Florida, and containing 10.20 acres, more or less.
- 4) EXCEPTING THEREFROM, however, the First Replat in Julington Creek Unit One, as recorded in Map Book 26, Pages 82 and 83, of the Public Records of St. Johns County, Florida, and containing 31.53 acres, more or less.
- 5) EXCEPTING THEREFROM, however, all of Tracts G-5, G-6 and G-7, all of Lots 1 through 52, Block 5, and all of Lots 1 through 39, Block 6, together with the road rights-of-way known as Larkspur Loop, Canna Court, Catalpa Court, and Calico

Court, all as shown on plat of Julington Creek Unit One as recorded in Map Book 16, Pages 35 through 51, of the Public Records of St. Johns County, Florida, and containing 39.41 acres, more or less.

- 6) EXCEPTING THEREFROM, however, all of Lots 1 through 11, Block 7, and the road right-of-way known as Little Loop, all as shown on plat of Julington Creek Unit One as recorded in Map Book 16, Pages 35 through 51, of the Public Records of St. Johns County, Florida and containing 6.85 acres, more or less.
- 7) EXCEPTING THEREFROM, however, all of Tracts G-1, G-2, G-13 and G-14, all of Lots 1 through 21, Block 41, all of Lots 1 through 24, Block 42, all of Lots 1 through 11, Block 43, all of Lots 1 through 20, Block 44, all of Lots 1 through 5, Block 45, and all of Lots 1 through 14, Block 46, together with the road rights-of-way known as Linwood Loop, Castleberry Court, and Chesswood Court, all as shown on plat of Julington Creek Unit Five as recorded in Map Book 17, Pages 1 through 21, of the Public Records of St. Johns County, Florida, and containing 45.93 acres, more or less.
- 8) EXCEPTING THEREFROM, however, lands described and recorded in Official Records Volume 328, Page 644, and Official Records Volume 443, Page 451, of the Public Records of St. Johns County, Florida, together with a parcel of land being bounded on the North by Racetrack Road, as now established for a width of 66 feet, and bounded on the West by the aforementioned lands described in Official Records Volume 443, Page 451, and bounded on the South and the East by the aforementioned lands

described in Official Records Volume 328, Page 644, recorded in the Public Records of St. Johns County, Florida, and containing 53.94 acres, more or less.

- 9) EXCEPTING THEREFROM, however, lands described and recorded in Official Records Volume 350, Page 229, of the Public Records of St. Johns County, Florida, and containing 10.80 acres, more or less.
- 10) EXCEPTING THEREFROM, however, all of Tract F as shown on plat of Julington Creek Unit Five as recorded in Map Book 17, Pages 1 through 21, of the Public Records of St. Johns County, Florida, and containing 5.73 acres, more or less.
- 11) AND FURTHER EXCEPTING THEREFROM, however, any portion of the above described lands lying within the rights-of-way of Racetrack Road, as now established for a width of 66 feet, or Bishop Estates Road, as now established for a width of 60 feet, or Orange Street as now established for a width of 60 feet, all of which contain 44.69 acres, more or less.

Lands thus described, exclusive of all exceptions therein, contain 3,986 acres, more or less.

TOGETHER WITH,

PARCEL "B" (Record Description)

Part of Section 57, Rebecca Pengree Grant, Township 4 South, Range 27 East, Portions of Section 38, William Harvey Grant, Section 39, F.P. Fatio Grant, Section 42, Rebecca Pengree Grant, all being in Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the line dividing Section 39 and Section 42 with the Southeasterly line of Section 38 aforementioned; run thence South $40^{\circ} 10' 48''$ East along the dividing line of Sections 38 and 39, a distance of 945.12 feet, more or less, to the Westerly Right of Way line of State Road No. 13, as now established as a 100 foot Right of Way, said point lying and being in a curve concave Westerly, having a radius of 2814.79 feet, for a Point of Beginning; thence in a Northerly direction, along the arc of said radius and Westerly Right of Way line of State Road No. 13, an arc length of 229.86 feet, said arc being subtended by a chord bearing North $21^{\circ} 07' 03''$ East, a chord distance of 229.8 feet; thence North $53^{\circ} 25' 45''$ West, a distance of 471.92 feet; thence North $36^{\circ} 34' 15''$ East, a distance of 200.0 feet; thence South $53^{\circ} 25' 45''$ East, a distance of 399.29 feet, more or less, to the Westerly Right of Way line of State Road No. 13, aforementioned; thence in a Northerly direction, along the arc of curve having a radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc length of 487.38 feet to the P.C. of curve, said arc being subtended by a chord bearing of North $09^{\circ} 29' 07''$ East, a chord distance of 486.78 feet; thence North $04^{\circ} 31' 30''$ East, along the Westerly Right of way line of State Road No. 13, a distance of 3125 feet, more or less, to the waters of Cunningham Creek; thence in a Southwesterly and Southeasterly direction along the waters following the meandering of Cunningham Creek and Mill Creek respectively, a distance of 8000 feet, more or less, to the Westerly Right of Way line of State Road 13, aforementioned, said point being an arc distance of 310 feet, more

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or less, Southwesterly from the Point of Beginning; thence in a Northeasterly direction, along the arc of a curve having said radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc distance of 310 feet, more or less, to the point of beginning.

EXCEPTING that portion of said Sections 39 and 42, Township 5 South, aforementioned, more particularly described as follows:

For a Point of Reference, commence at the intersection of the line dividing Section 39 and Section 42, with the Southeasterly line of said Section 38; run thence South $40^{\circ} 10' 48''$ East along the dividing line of Sections 38 and 39, a distance of 945.12 feet, more or less, to the Westerly Right-of-Way line of State Road No. 13, aforementioned, for the Point of Beginning; thence in a Northerly direction, along the arc of said radius and Westerly Right of Way line of State Road No. 13, an arc length of 167.06 feet, said arc being subtended by a chord bearing North $21^{\circ} 45' 24''$ East, a chord distance of 167.03 feet; thence North $53^{\circ} 25' 45''$ West, a distance of 100.0 feet; thence South $26^{\circ} 16' 55''$ West, a distance of 500 feet, more or less, to the waters of Mill Creek; thence in a Southeasterly direction, along the waters following the meanderings of Mill Creek, a distance of 110 feet, more or less, to the Westerly Right of Way line of State Road No. 13, aforementioned, said point being an arc distance of 310 feet, more or less, Southwesterly from the Point of Beginning; thence in a Northeasterly direction, along the arc of a curve having said radius of 2814.79 feet and Westerly Right of Way line of State Road

No. 13, an arc distance of 310 feet, more or less, to the Point of Beginning.

Without in any way limiting the foregoing, any for ease in reference, the foregoing legal description includes the following platted subdivisions as a part of the Julington Creek Plantation Community Development District:

Second Replat in Julington Creek, Unit One, recorded in Map Book 27, pages 6 - 7 of the public records of St. Johns County, Florida.

Third Replat in Julington Creek, Unit One, recorded in Map Book 27, pages 15 - 16 of the public records of St. Johns County, Florida.

Fourth Replat in Julington Creek, Unit One, recorded in Map Book 27, pages 17 - 20 of the public records of St. Johns County, Florida.

Seventh Replat in Julington Creek, Unit One, recorded in Map Book 27, pages 47 - 48 of the public records of St. Johns County, Florida.

Julington Creek Plantation, Parcel 15, recorded in Map Book 28, pages 21 - 25 of the public records of St. Johns County, Florida.

Julington Creek Plantation, Parcel 8, recorded in Map Book 28, pages 19 - 20 of the public records of St. Johns County, Florida.

D.R. 1082 PG 0906

JAX-130995

NOTICE OF AMENDMENT OF
DEVELOPMENT ORDER FOR A
DEVELOPMENT OF REGIONAL IMPACT
KNOWN AS THE JULINGTON CREEK DRI

(A) Rec 17 + 250
PLEASE TAKE NOTICE that an amendment to the Development Order for the Development of Regional Impact known as the Julington Creek DRI, more particularly described in Exhibit A attached hereto, was entered on September 28, 1993, pursuant to Section 380.06, Florida Statutes, by St. Johns County, Florida. The amended Development Order may be examined in the office of the St. Johns County Planning Department, 4020 Lewis Speedway, St. Augustine, Florida. The amended Development Order constitutes a land development regulation applicable to the land described in Exhibit A hereto.

ATLANTIC GULF COMMUNITIES
CORPORATION

Witness: Gail Rodriguez By Kimball D. Woodbury
Witness: _____ Its VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 2 day of November, 1993, by Kimball D. Woodbury of Atlantic Gulf Communities Corporation, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced License as identification and did (did not) take an oath.

Patricia A. Martinez
Notary Public
My Commission Expires:



PATRICIA A. MARTINEZ
My Commission CC208787
Expires Jan. 23, 1997
Bonded by \$40,000
800-422-1355

In & Ref Tom Gillette
1111 Durbin Crk Blvd.
Jacksonville, Fl. 32259

EXHIBIT A

LEGAL DESCRIPTION

All that tract of parcel of land being a portion of Sections 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 49 (James James Donalson), 54 (Constance McFee Grant), 57 (H. Penigree Grant), Township 4 South, Range 27 East, and a portion of Sections 2, 4, 5, 38 (William Harvey Grant), 39 (Francis P. Fatio Grant), and 42 (H. Penigree Grant), Township 5 South, Range 28 East, more particularly described as follows:

Section 20, Township 4 South, Range 27 East

All of Section 20 lying South of Durbin Creek.

Section 21, Township 4 South, Range 27 East

All of Section 21 lying South of Bishop Estates Road, Durbin Creek, and lying South and East of that property formerly belonging to Sam Hagen; less and except a 60 foot wide road right-of-way deeded to St. Johns County in Official Record Book 309, Page 530.

Section 28, Township 4 South, Range 27 East

All of Section 28 lying South of Bishop Estates Road.

Section 29, Township 4 South, Range 27 East

All of Government Lot 3, Section 29, lying South of the southerly boundary of Jullington Place as recorded in Map Book 5, Page 281 less and except the right-of-way for Orange Avenue and Racetrack Road.

Section 30, Township 4 South, Range 27 East

All of Section 30 lying East of State Road 13 and South of Racetrack Road.

Section 31, Township 4 South, Range 27 East

All of Section 31 lying East of State Road 13 described as follows: the East 1/2 of Government Lot 1, less the North 500 feet thereof and Government Lot 6.

Section 32, Township 4 South, Range 27 East

All of Section 32 less and except the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, and that portion of Government Lot 13 lying South of Cunningham Creek.

Section 33, Township 4 South, Range 27 East

All of Section 33 less and except Racetrack Road, that certain parcel deeded to the Diocese of St. Augustine and recorded in Official Record Book 350, Page 229, the following three parcels deeded to the School Board of St. Johns County and recorded in Official Record Book 196, Page 514, Official Record Book 237, Page 199, and Official Record Book 328, Page 6441 and a 100 foot road right-of-way deeded to St. Johns County and recorded in Official Record Book 443, Page 451.

Section 34, Township 4 South, Range 27 East

All of Section 34 less and except Racetrack Road and a 60 foot wide road right-of-way deeded to St. Johns County and recorded in Official Record Book 309, Page 550.

Section 35, Township 4 South, Range 27 East

All of Section 35 south of Durbin Creek, less and except Racetrack Road, the West 1/2 of the Southeast 1/4 of the Southeast 1/4, and that certain parcel lying adjacent to and north of Racetrack Road being more particularly described as follows:

Commence at the intersection of the East line of Section 35 and the North right-of-way line of Racetrack Road; thence N 77° 28' 50" W along the Northerly right-of-way line of said Racetrack Road 3333.7 feet to the Point of Beginning; thence N 20° 50' 50" W, 1508.5 feet; thence S 70° 00' 40" W, 769 feet; thence S 23° 31' 10" W, 373 feet; thence S 27° 56' 50" E, 800 feet to the Northerly right-of-way line of said Racetrack Road; thence S 77° 28' 50" E along said Northerly right-of-way line at Racetrack Road to the Point of Beginning, as recorded in Official Record Book 41, Page 186.

Section 36, Township 4 South, Range 27 East

The South 1/2 of the Southwest 1/4 of Section 36 less and except Racetrack Road.

Section 49, Township 1 South, Range 27 East

(James James Donation)

That portion of Section 49 (James James Donation) lying South of Bishop Estates Road; less and except Racetrack Road and the lands now or formerly belonging to James Hightubotham as recorded in Official Record Book 2, Pages 285 and 286.

Section 54, Township 4 South, Range 27 East

(Constance McFee Grant)

All that portion of Section 54 (Constance McFee Grant) lying East of State Road 13.

Section 57, Township 4 South, Range 27 East

(Rebecca Pengree Grant)

That portion of Section 57 (Rebecca Pengree Grant) lying westerly of State Road 13.

Section 2, Township 5 South, Range 27 East

That portion of Section 2 being the East 1/2 of the Northwest 1/4 of the Northeast 1/4.

Section 4, Township 5 South, Range 27 East

That portion of Section 4 being the North 1/2, the North 1/2 of the Southeast 1/4, and the North 1/2 of the Southwest 1/4.

Section 5, Township 5 South, Range 27 East

That portion of Section 5 being the Northeast 1/4 of the Southeast 1/4 and Government Lot 1, less the North 1/2.

Section 38, Township 5 South, Range 27 East

(William Harvey Grant)

That portion of Section 38 (William Harvey Grant) lying westerly of State Road 13.

Section 39, Township 5 South, Range 27 East

(Francis P. Fallo Grant)

That portion of Section 39 lying westerly of State Road 13 and Northeastly of Mill Creek less and except the following described parcel:

Beginning at the intersection of the Northeastly line of Section 39 (Francis P. Fallo Grant) and the westerly right-of-way line of State Road 131 thence N 40° 10' 48" W, 102.67 feet along said Northerly line of Section 391 thence S 26° 16' 55" W, 403.34 feet to the waters of Mill Creek thence Southeastly along the waters following the meanderings of Mill Creek, 110 feet more or less to the westerly right-of-way line of State Road 131, said point being on a curve having a radius of 2811.79 feet thence in a northeasterly direction along the arc of said curve, to the left, 310 feet more or less to the Point of Beginning. Said curve being the westerly right-of-way line of State Road 13.

Section 42, Township 5 South, Range 27 East

(Rebecca Pongree Grant)

That portion of Section 42 (Rebecca Pongree Grant) lying westerly of State Road 13, less and except the following parcels:

1. Beginning at the intersection of the Southwesterly line of Section 42 (Rebecca Pongree Grant) and the westerly right-of-way line of State Road 131 thence N 40° 10' 48" W along said Southwesterly line of Section 42, 946.12 feet thence N 26° 16' 55" E, 471.92 feet thence S 53° 25' 45" E,

100.00 feet to the westerly right-of-way line of State Road 13, said point being on a curve with a radius of 2811.79 feet thence Southwesterly along the arc of said curve to the right, 167.06 feet to the Point of Beginning. Said curve being the westerly right-of-way line of State Road 13.

2. Commencing at the intersection of the Southwesterly line of said Section 42 and the westerly right-of-way line of State Road 131 thence northeasterly, along curve, being the westerly right-of-way line of State Road 13, to the left, having a radius of 2811.79 feet, an arc distance of 229.86 feet to the Point of Beginning thence N 53° 25' 45" W, 471.92 feet thence N 36° 35' 15" E, 200 feet thence S 53° 25' 45" E, 309.92 feet to the westerly right-of-way line of State Road 13, said right-of-way being a curve with a radius of 2811.79 feet thence along the arc of said curve, to the right, in a southwesterly direction, 212.83 feet to the Point of Beginning.

All Official Records recorded in the Public Records of St. Johns County, Florida.

All lands lying and being in St. Johns County, Florida and contain 4,150 acres more or less.



RECORDED IN
ST. JOHNS COUNTY
FLORIDA

APR 17 1946

Car. [Signature]
[Signature]

410 8954
Public Records of
St. Johns County, FL
Clerk# 03-045165
O.R. 1985 PG 1011
02:49PM 06/30/2003
REC \$161.00 SUR \$20.50

This paper is acting as a lead page to the actual document being recorded, in order to provide room needed for the recording information. In compliance with Florida Statute 695.26(e). Please do not detach this paper once the document has been recorded.

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From:

To:

Re:

In by:

Return to:

Gregory Matpins
2955 Harkley Rd Ste 102
Jax FL 32257

DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR RIVERSIDE

THIS DECLARATION is made this 17th day of JUNE, 2003 by JCP RIVERSIDE, LLP, a limited liability partnership, duly authorized to do business in the State of Florida, its successor or assigns ("Declarant"), and joined in by RIVERSIDE OWNERS' ASSOCIATION, INC., a Florida corporation not for profit ("Association") and the Master Association as hereinafter defined.

WITNESSETH:

WHEREAS, Declarant is the owner of Riverside (as that term is hereinafter defined); and

WHEREAS, Riverside is located in St. Johns County, Florida, and is legally described on Exhibit "A" attached hereto; and

WHEREAS, Declarant is developing Riverside as a planned, multi-family residential community; and

WHEREAS, Declarant by this Declaration imposes those certain protective covenants, conditions and restrictions set forth herein upon the land legally described on Exhibit "A" attached hereto and shall be herein referred to as "Committed Property"; and

WHEREAS, Declarant may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within or without Riverside by deed, easement, or otherwise to the Association (which must accept the same), or Declarant may, in its sole discretion, cause additional parties to do so, for the purpose of maintenance, landscaping, drainage, recreation or other purposes that will be for the use and benefit of some or all of its "Members" (as that term is hereinafter defined) and of families, tenants and guests; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a not-for-profit corporation pursuant to Chapter 617, Florida Statutes, known as the Riverside Owners' Association, Inc., which Association has joined in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of Riverside, including the collection and disbursement of the "Operating Expenses" (as that term is hereinafter defined), all as more particularly set forth herein;

NOW, THEREFORE, Declarant declares that the Committed Property is and shall be owned, used, sold, conveyed, encumbered, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, liens, and all other provisions of this Declaration, all as hereinafter set forth, which shall run with the Committed Property and be binding on all parties having any right, title or interest in the Committed Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each "Owner" (as that term is hereinafter defined) thereof.

ARTICLE I

Definitions

The following words and phrases when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Access Area" shall mean and refer to that portion of each Improved Lot which surrounds the exterior of the Dwelling Unit.

(b) "Adjacent Lot" shall mean and refer to that Lot or Lots immediately to either side of a Townhouse Lot.

(c) "Architectural Review Committee" or "Committee" shall mean and refer to a committee appointed by Declarant or the Board (as hereinafter defined) pursuant to Article XI, Section 3, herein.

(d) "Articles" shall mean and refer to the Articles of Incorporation of Riverside Owners Association, Inc., a Florida corporation not for profit, attached hereto as **Exhibit "B,"** as may be amended from time to time.

(e) "Association" shall mean and refer to the Riverside Owners' Association, Inc., a Florida corporation not for profit, its successors or assigns, which has its principal place of business in St. Johns County, Florida. The Association is NOT a condominium association.

(f) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(g) "Building" shall mean and refer to a building in Riverside containing two or more attached Dwelling Units sharing party walls and a common roof.

(h) "Buffer Zones" shall mean and refer to those areas depicted on the Site Plan (**Exhibit D**, attached hereto) and the Plat as Buffer Zones around the Conservation Easements (as defined below). All Buffer Zones, whether located on Lots or Common Areas, shall be maintained by the Master Association, with such maintenance constituting a portion of the Common Expenses.

(i) "Bylaws" shall mean and refer to the Bylaws of the Association, attached hereto as **Exhibit "C,"** as may be amended from time to time.

(j) "Committed Property" shall mean and refer to the property described in **Exhibit "A"** attached hereto and made a part hereof or any additional property hereafter made subject to this Declaration by the Declarant in accordance with the provisions of this Declaration.

(k) "Common Area" shall mean and refer to those portions of Committed Property owned or used by the Association, and devoted to the common use and enjoyment of all Owners, together with any improvements thereon, including, without limitation, any commonly owned recreational facilities, courtyards, open space, off-street parking areas, utilities, private streets, sidewalks, street lights, and storage facilities within or about the Committed Property, all as further described in Article IV hereof.

(l) "Conservation Easement" shall mean and refer to those areas depicted on the Site Plan (**Exhibit D**, attached hereto) and on the Plat as Conservation Easements. All Conservation Easements shall be maintained by the Association with such maintenance constituting a portion of the Common Expenses.

(m) "County" shall mean and refer to St. Johns County, Florida.

(n) "Declarant" shall mean and refer to JCP Riverside, LLP, a limited liability partnership, duly authorized to do business in the State of Florida, its designee, successors and assigns, and subsidiaries.

(o) "Declaration" shall mean and refer to this Declaration and General Protective Covenants for Riverside, as may be amended from time to time.

(p) "Development" shall mean and refer to the development area commonly known as Riverside.

(q) "Dwelling Unit" shall mean and refer to a residential townhouse unit in Riverside to be used as an abode for one family.

(r) "Improved Lot" shall mean and refer to any Townhouse Lot upon which a Dwelling Unit has been constructed.

(s) "Institutional Mortgagee" shall mean and refer to a lending institution having a first mortgage lien upon a Lot including any of the following institutions: (a) Federal or State Savings and Loan or Building and Loan Association, a national or state bank or real estate investment trust, or mortgage banking company doing business in the State of Florida, or life insurance company; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing

Administration and Veterans Administration and such other Secondary Mortgage Market Institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot; or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Declarant to acquire, or construct improvements upon the Committed Property and who have a mortgage lien on all or a portion of the Committed Property securing such loan; or (d) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage upon a Lot.

(t) "Landscape Easement" shall mean and refer to those areas depicted on the Site Plan (**Exhibit D**, attached hereto) and the Plat as Landscape Easements. All Landscape Easements, whether located on Lots or Common Area, shall be maintained by the Association, with such maintenance constituting a portion of the Common Expenses and all improvements located in such Landscape Easements shall be the property of the Association.

(u) "Lot" means any platted lot, whether improved or unimproved, intended for the construction of a Dwelling Unit and located within the Committed Property.

(v) "Master Association" shall mean the Julington Creek Plantation Property Owners' Association, Inc.

(w) "Master Declaration" shall mean the Amended and Restated Declaration of Covenants And Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded August 5, 1993, in Official Records Book 1004, page 1823-1849, public records of St. Johns County, Florida.

(x) "Operating Expenses" shall mean and refer to the expenses for which Owners are liable to the Association as described in this Declaration and in any other document governing Riverside, and include, but are not limited to, the costs and expenses incurred by the Association in fulfilling its obligations hereunder and in administering, operating, owning, constructing, reconstructing, financing, maintaining, repairing and replacing the Common Areas, other real property, or portions of either and improvements thereon, as well as expenses incurred by the Association in fulfilling its obligations under this Declaration and any other document governing Riverside, which means and includes the costs and expenses described in these documents as such and include regular and special assessments made by the Association in accordance with the terms hereof.

(y) "Owner" or "Lot Owner" shall mean and refer to the record owner (other than Declarant), whether one or more persons, firms or entities, who has acquired fee simple title to any Townhouse Lot.

(z) "Party Wall" shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support of each adjoining structure, situate or intended to be situate on the boundary line between adjoining Lots.

(aa) "Plat" shall mean and refer to the Subdivision Plat of Riverside at Julington Creek Plantation Phase 1 as recorded in Plat Book 46, Pages 7 and 8 of the Public Records of St. Johns County, Florida.

(bb) "Property Line" shall mean and refer to the perimeter boundary line of any Lot (hereinafter defined) within the Committed Property.

(cc) "Site Plan" shall mean and refer to the graphic depiction of Riverside attached hereto as **Exhibit "D"** as may be amended from time to time.

(dd) "Rules and Regulations" shall mean and refer to the rules and regulations promulgated by the Board in accordance with the terms of this Declaration.

(ee) "Riverside" shall mean and refer to the townhome development (including Lots and Common Area) to be located on the property described in attached **Exhibit "A"** or such additional property as Declarant may, from time to time, designate in accordance with this Declaration.

(ff) "Supplemental Declaration" shall mean and refer to an instrument executed by Declarant for the purpose of subjecting additional real property to this Declaration, or for such other purposes as more fully described herein.

(gg) "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code. Except as otherwise specifically excepted herein, all Surface Water or Stormwater Management Systems located on the Committed Property shall be part of the Common Areas of Riverside and shall be maintained by the Master Association as part of the Operating Expenses.

ARTICLE II

Description of the Project Plans for Development and Declarant's Rights and Powers

Section 1. Julington Creek Plantation. The Project is located within Julington Creek Plantation, which comprises a tract of land located in St. Johns County, Florida, in north St. Johns County, east of State Road 13 and west of Interstate 95 ("Julington Creek Plantation Project"). The Julington Creek Plantation Project also includes a Golf Course, common areas, recreation areas and improvements thereon. The Declarant intends to develop the Project in accordance with the Julington Creek Master Development Plan.

Section 2. The Development Order. The Project is part of a Development of Regional Impact ("DRI") pursuant to Chapter 380, Florida Statutes and the terms of the Development Order. The Development Order establishes certain powers, restrictions and obligations applicable to the Property and its terms are specifically incorporated herein by reference. The Development Order primarily regulates the uses of the Property, including creation of certain development standards, establishment of open space, recreational areas, wildlife and wetland preserves and similar matters. It is not intended that this Declaration include all restrictions and conditions contained in the Development Order. Reference should be made to the Development Order for the full and complete text of its contents.

Section 3. The CDD. The Project is also part of a Community Development District ("CDD") which provides for the funding, construction and special maintenance of roads and utility lines, as well as the ownership and maintenance of the common areas, including the Surface and Stormwater System, within the Julington Creek Plantation Project. The CDD is empowered to issue bonds to finance construction and operation of the road improvements and utility lines, impose assessments against the Owners of the Property to provide funds for debt service on such bonds, fund CDD expenses, collect assessments and impose user fees for facilities and common areas owned, operated or maintained by the CDD.

Section 4. General Plan of Development. Declarant is the owner of Riverside and presently plans to develop Riverside and adjacent lands as a multi-phase multi-family townhouse development within the Julington Creek Plantation Project. Declarant has the right, but is not obligated, to build up to four hundred fifty (450) Dwelling Units within the real property shown by the Site Plan to this Declaration. Therefore, the Development may consist of four hundred fifty (450) Dwelling Units, together with the Common Area and improvements thereto as described in this Declaration.

Section 5. Committed Property. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED OR CONTAINED IN ANY OTHER DOCUMENT, ONLY THAT PORTION OF RIVERSIDE WHICH IS COMMITTED PROPERTY (AS THAT TERM IS DEFINED IN THIS DECLARATION) SHALL BE SUBJECT TO THE PROVISIONS OF THIS DECLARATION AND ANY OTHER DOCUMENT GOVERNING THE COMMITTED PROPERTY.

Section 6. Additions to Committed Property; Certain Amendments. Declarant shall have the right, and hereby reserves the right, from time to time, to bring other property not presently part of Riverside into the Committed Property. Any additional properties brought within the scheme of this Declaration may contain Lots, Common Areas or both Lots and Common Areas and shall become part of the Association. The right of Declarant, as provided for in the preceding sentence of this Section 3, shall be for a period of twenty (20) years commencing with the recording of this Declaration in the Public Records of St. Johns County, Florida.

Declarant, its successors and assigns, shall not be obligated to add to the Committed Property and bring within the scheme of this Declaration any or all of the remaining portions of the lands shown on the Site Plan. The additions and amendments authorized under this subsection shall only be made by Declarant, shall not require the consent or approval of the Association, Members or any other person or entity, and shall be made by the recording in the Public Records of the County of a Supplemental Declaration with respect to the additional property, which shall extend the scheme of this Declaration to such property or modify the Declaration with respect to such additional properties as hereinafter set forth. Declarant's rights under this Section 3 are paramount to the provisions of Section 7 of Article XIII of this Declaration.

Supplemental Declarations may contain such additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of that portion of Riverside or the additional properties which are the subject of such Supplemental Declaration as are not inconsistent with the scheme of this Declaration, as determined by Declarant. Further, such Supplemental Declarations may contain provisions relating to such portions of Riverside and/or such additional property, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls and other provisions consistent with the nature of the Development of such properties and pertaining to all or part of such portion and/or such additional properties to the exclusion of other portions of Riverside.

The provisions of this Article II, Section 3, cannot be amended without the written consent of Declarant, and any amendment of this Article II, Section 3 without the written consent of Declarant, shall be deemed null and void.

Section 7. Warranties. DECLARANT DISCLAIMS ANY EXPRESS WARRANTIES, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS AS TO THE DWELLING UNIT OR IMPROVED LOT, AND ALL ITEMS OF PERSONAL PROPERTY CONTAINED THEREIN, WHETHER ARISING FROM CUSTOM, USAGE, COURSE OF TRADE, CASE LAW OR OTHERWISE, OR ANY OTHER WARRANTIES WHATSOEVER.

Section 8. Sprinkler System. Each lot of the Committed Property shall be encumbered by portions of a sprinkler system designed to serve as the irrigation system for the entire Development. No portion of the sprinkler system shall be conveyed to any Owner, but such sprinkler system shall be owned by the Association.

Section 9. Changes in Use or Boundaries. Declarant shall have the right, by an amendment or Supplemental Declaration executed by Declarant alone, without the consent of the Association, any Institutional Mortgagees or the Owners, to take such action as may be required to relocate portions, change the use, or modify the boundaries of any of the Common Areas, notwithstanding that such portions of the Common Areas may be Committed Property.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Townhouse Lot which is or is at any time made subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and inseparable from ownership of a Lot. Transfer of Lot ownership either voluntarily or by operation of law shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

When any one Lot is owned by more than one person, firm, individual, corporation or other legal entity, the composite title holder shall be and constitute one member of the Association. Any person, firm, individual, corporation or legal entity owning more than one Lot shall be as many Members as the number of Lots owned.

Section 2. Classes of Memberships and Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all of those Owners as defined in Section 1, with the exception of Declarant. The Class A Members shall be entitled to one membership interest and one vote for each Lot in which they hold the interests required for membership by Section 1.

Class B. Class B Members shall be Declarant, including any of its subsidiaries to which Declarant may transfer title. The Class B Member shall be entitled to ten (10) membership interests and ten (10) votes for each Lot in which it holds the interest required for membership by Section 1, and the Class B Member shall be entitled to elect a majority of the Board of Directors until such time that the last Lot owned by Declarant within Riverside has been sold and conveyed by the Declarant.

Upon the transfer of title of any Lot which is held for sale by Declarant to an Owner other than to one of Declarant's subsidiaries, the Class B membership interest appurtenant to such Lot shall be automatically converted to a Class A membership interest.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, DECLARANT OR ITS DULY AUTHORIZED SUBSIDIARY SHALL HAVE THE RIGHT TO ELECT A MAJORITY OF THE BOARD OF DIRECTORS OF THE ASSOCIATION UNTIL SUCH TIME AS DECLARANT NO LONGER HOLDS THE TITLE TO ANY PORTION OF RIVERSIDE.

ARTICLE IV

Common Areas

Section 1. Common Area. Common Areas are those portions of the Committed Property designated as such in this Declaration, a Supplemental Declaration, the Site Plan or other written instrument recorded in the Public Records of the County. Common Areas may be for recreational or other purposes. So long as Declarant appoints a majority of the Board of Directors, the Common Areas shall be only that property designated as such by Declarant. Declarant shall have the right, and the power, but neither the duty nor the obligation, in its sole discretion, to, or to cause others to, convey, lease or grant a license or other use right to real property within or without Riverside whether it be Committed Property or not, to the Association for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use. No such real property shall be considered to be Common Area until actually so conveyed, leased or grant of license or other use right is created by a written instrument. Association shall accept from Declarant, or others approved by Declarant, any such conveyance, lease, grant of license or grant of use right.

Section 2. Easements. Declarant reserves the right for itself and its designees to grant additional easements for use, ingress and egress, governmental services and utilities over, across and under the Common Areas, for the use and benefit of persons who are not Members of the Association.

Section 3. Maintenance. The Association may enter into agreements with other persons or entities to provide for the maintenance, upkeep and repair of any of the Common Area or any other property which the Association has the obligation to maintain, upkeep and repair under this Declaration.

Section 4. Title in Association. Within six months after issuance of a final certificate of occupancy as to all improvements to be made to the real property known as Riverside, Declarant, or its successors and assigns, shall convey and transfer to the Association the record fee simple title of those portions of Riverside that constitute the Common Areas (as that term is hereinafter defined). The Association shall accept such conveyance, subject to this Declaration. To preserve and enhance the property values and amenities of Riverside, the Common Areas, and any facilities now or hereafter built or installed thereon, shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Areas may include, but not be limited to, the repair and maintenance of roadways, landscaped areas, walkways, recreational facilities (if any), or signs. The Association, by its execution of this Declaration, covenants and agrees to accept all conveyances of Common Areas. This section shall not be amended to reduce or eliminate the obligation for maintenance or repair of the Common Areas without the prior written consent of Declarant.

The Association shall be responsible for the maintenance thereof in a continuous and satisfactory manner and for the payment of taxes assessed against Common Areas and any improvements and any personal property thereon.

Section 5. Title to Additional Common Areas. From time to time, Declarant reserves the right, but not the obligation, to convey to the Association legal title to additional Common Areas, subject only to the condition that such

properties shall be subject to the covenants set forth in this Declaration, and such additional Common Areas shall be conveyed to the Association within the time provided in Section 6 of Article II.

Section 6. Surface Water Management System. Riverside contains a Surface Water Management System (the "System") shown on **Exhibit "D"** attached hereto (Site Plan). The Master Association shall be responsible for the maintenance, operation and repair of the System. Maintenance of the System shall mean the exercise of practices which allow the System to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Master Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the System shall be as permitted, or, if modified, as approved by the St. Johns River Water Management District.

(a) The System within Riverside is Common Area. The boundaries of the System shall be subject to accretion, reliction and other minor natural changes.

(b) The System is for control of surface water and storm water management and is not for recreational purposes, provided, however, that the Master Association shall have the right to promulgate and enforce rules and regulations consistent with applicable regulations and permits concerning the use of the System.

(c) No structure of any kind shall be constructed from any Lot abutting the System into the System and no person other than Declarant or the Master Association shall draw any water from the System for any purpose.

(d) The Association shall maintain all of the landscaping and grass areas originally installed on each Lot as part of the initial construction of a Dwelling Unit, including the portions of any Lot which abut the System. A nonexclusive easement is hereby reserved in favor of Declarant, the Master Association and their designees for ingress, egress, and access to any portion of the Committed Property in order to maintain the System. All costs of maintenance of the Surface Water Management System shall be an operating expense for the Master Association, unless otherwise provided in this Declaration.

(e) Declarant or the Master Association shall have the right to enter into an agreement with any party providing for or pertaining to the maintenance or joint-maintenance of the System.

Section 7. Conservation Easements and Buffer Zones. Those portions of the property designated as Conservation Easements and Buffer Zones on the Site Plan have been established to preserve existing wetlands. The Conservation Easements and Buffer Zones are not intended to be used except as a passive, visual amenity and only in strict compliance with all applicable state and local laws and regulations. The Conservation Easements and Buffer Zones shall be maintained by the Association as part of the Common Area, regardless of whether any portion of a Conservation Easement or Buffer Zone is located on a Lot or Common Area.

Section 8. Landscape Easements. Those portions of the Site Plan and the Plat designated as Landscape Easements are easements in favor of the Association across the Lots encumbered by such easements for the maintenance of certain landscaping and entrance features for Riverside. The Association shall be the owner of all signs, lighting, fencing, brick columns, security gates, and landscaping located within the Landscape Easements and shall be solely responsible for the maintenance of such improvements and landscaping. The cost of this maintenance shall be assessed by the Association as part of the Common Expenses.

ARTICLE V

Grant and Reservation of Easements

Section 1. Easement of Enjoyment. Each Member and each tenant, agent or invitee of Members shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title of the Lot, subject to this Declaration, including the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities.

(b) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication, transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless seventy-five (75%) percent of the Members shall vote in favor thereof at a meeting of the Members called for such purpose, or unless an instrument signed by Members entitled to cast seventy-five (75%) percent of the eligible votes have been recorded, agreeing to such dedication, transfer, purpose or condition and unless written notice of the action is sent to every Member at least ninety (90) days in advance of any action taken.

(d) The right of Declarant and the Association to grant and reserve easements and rights-of-way in, through, under, over and across the Committed Property for the installation, maintenance, and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities, and the right of Declarant to grant and reserve easements and rights-of-way in, through, under, over, upon and across the Committed Property for the completion of the Development.

Section 2. Access Easements. Declarant does hereby establish and create for the benefit of the Association and for the benefit of any and all Owners of Lots subject to this Declaration, their tenants, invitees and Institutional Mortgagees and does hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges:

(a) Right-of-way for ingress and egress by vehicles or on foot, as practicable, in, through, over, under and across the streets, roads, and walks within Common Areas (as they may be built or relocated in the future) for all purposes.

(b) Right-of-way for ingress and egress for pedestrian traffic and for access, as necessary, over, under, and across the Access Areas for each Townhouse Lot, including, but not limited to, access to the lake shore abutting any Lot. This easement shall not be construed to permit the operation of any type of motorized vehicle on any portion of the Access Areas of a Lot, except as may be required or permitted by other easements providing for maintenance, construction or access by emergency vehicles.

Section 3. Public Easements. Fire, police, health, sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Committed Property as needed.

Section 4. Easement for Encroachments on Lots or Common Areas.

(a) If any portion of any roadway, walkway, fence, gate, parking area, roof drainage system, roof, trellis, water, sewer, or other utility lines, sprinkler system or any other structure as originally constructed by Declarant or its designee, successor or assign encroaches on any Lot or Common Area, it shall be deemed that the Owner of such Lot or Common Area has granted a perpetual easement to the Owner of the adjoining Lot or Common Area or the Association as the case may be, for continuing maintenance and use of such encroaching roadway, walkway, fences, gates, parking area, roof drainage system, roof, trellis, water, sewer, or other utility lines, sprinkler system or other structure originally constructed by Declarant. The foregoing shall also apply to any replacement of any such roadway, walkway, fence, gate, parking area, roof drainage system, roof, trellis, water, sewer, or other utility lines, sprinkler system or other structure, if same are constructed in substantial conformance to the original construction. Other encroachments may hereafter be maintained as provided in a Supplemental Declaration. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

(b) There shall be an easement for encroachment in favor of the Association and all Owners in the event any Dwelling Unit now or hereafter encroaches upon any other Dwelling Unit as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvement in favor of the Dwelling Unit Owners, their designees, mortgagees and the Association. If any portion of any Lot encroaches upon the Access Areas and Common Areas as a result of the construction, reconstruction, repair, shifting settlement or moving of any portion of the Committed Property, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

Section 5. Easement for Maintenance by Association. Declarant hereby grants to the Association, its employees, subcontractors, agents and designees, a non-exclusive, perpetual easement over, through, across and under each Lot to permit the Association, its employees, subcontractors, agents or designees to maintain and replace, as necessary, those portions of the Lot required to be maintained, replaced and repaired by the Association, as provided in this Declaration.

Section 6. Easement for Sprinkler System. Declarant hereby reserves to itself and grants to the Association, its employees, subcontractors, agents and designees, a non-exclusive, perpetual easement over, through, across and under each Lot for the installation, maintenance, operation, repair and replacement of sprinkler system lines and sprinkler heads, which lines and heads are hereby deemed to be the property of the Association; provided, however, no lines shall be located under a Dwelling Unit. Should a sprinkler line(s) or sprinkler head(s) be required to be maintained, repaired or replaced as a result of the negligence by an Owner, his family, servants, guests or invitees, the applicable Owner shall be responsible for the costs thereof, and the Association shall have the right to levy an assessment against the Owner of said Lot for same, which assessment shall have the same force and effect as all other special assessments.

Section 7. Utility Easement. Declarant hereby grants to the Owner of each Lot a non-exclusive perpetual easement on, over, under and across the Common Area and all other Lots for the installation, maintenance, operation, repair and replacement of utility lines, including water and sanitary sewer lateral pipes servicing the Lot, together with wires, pipes, conduits, cable television lines, telephone lines and equipment and drainage lines.

Section 8. Reservation of Easement by Declarant.

(a) Easements for Development and Sales.

(1) Declarant reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Committed Property, including all Lots, for the purpose of constructing adjacent properties and completing its work in developing and providing for the development of the Committed Property; and, toward this end, reserves the right to grant and reserve easements and rights-of-way, through, under, over and across the Committed Property, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, electric and other utilities and for any other materials or services necessary for the completion of such work.

(2) Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers, and drainage lines which may from time to time be in or along the streets and roads and other portions of the Common Areas.

(3) Declarant also reserves the right for itself, its designees, successors and assigns, to use the Committed Property, including any Common Areas, roadways, sales offices, model homes, signs and parking spaces located on the Committed Property, in its efforts to market or develop Dwelling Units or Lots in the Development.

(b) Amendment. This section may not be amended without the prior written consent of Declarant.

Section 9. Surface Water Management System Maintenance Easement. An easement for maintenance of the Surface Water Management System shall exist as provided for in Article IV, Section 6 of this Declaration.

ARTICLE VI

Maintenance

Section 1. Maintenance of Common Areas. The Association shall at all times maintain in good repair, operate, manage, insure and replace as often as necessary, any and all improvements situated on the Common Areas, including but not limited to, any courtyards, fences, gates, recreational facilities, lawns, landscaping, sprinkler systems, paving, street lighting fixtures and appurtenances, sidewalks and other structures, and utilities, all of such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members.

Section 2. Lot Maintenance.

(a) Association.

(1) The Association, through action of its Board of Directors, shall provide exterior maintenance at its expense upon each Lot as follows: paint, repair, replace and care for roofs, gutters, downspouts, and exterior building surfaces, including wood trim, all as originally installed by Declarant. The Association shall be responsible for the painting or staining of any garage door as required but shall not be responsible for the maintenance of any mechanical component of any garage door or any garage door opener, such maintenance being the responsibility of the Lot Owner.

(2) In addition to the exterior maintenance referred to in the preceding sentence, the Association shall be obligated to maintain in good repair and replace as necessary that part of the fences, gates, paving, drainage structures, landscaping, trees, shrubs, grass, walks, drives, sprinkler systems, street lighting fixtures, driveways, parking places and other exterior improvements situated on each Lot and outside each Dwelling Unit, all as originally installed for such Dwelling Unit. The Association shall not be responsible for the repair of any paving on a Lot which has been damaged as a result of oil, transmission fluid or other substances leaking onto any paving through the neglect of the Owner or occupant of the Lot on which such paving is located or for any other repairs which are the result of the neglect of the Owner or occupant of the Lot, including repairs to the sprinkler system. Such repairs, if undertaken by the Association, shall be billed as a Special Assessment against the Lot on which such repairs are performed.

(3) The Association shall maintain and water all landscaping and grass installed as part of the original construction of each Dwelling Unit or such other landscaping and grass otherwise approved by the Board. All other landscaping and grass shall be maintained by the Owner who installed such landscaping and grass (or a successor Owner). The timing and frequency of the watering provided by the Association shall be determined by the Board.

(4) The Association shall not maintain any other portion of the platted Lot and improvements thereon.

(5) Maintenance of the Surface Water Management System shall be as provided in Article IV, Section 6 of this Declaration.

(b) Lot Owner. The Lot Owner is responsible to maintain and repair everything on the Lot, including but not limited to, the Dwelling Unit and any other improvements, except for items which the Association is required to maintain, as specifically provided in the paragraph above. Provided, however, Lot Owners shall be responsible for the maintenance, repair and replacement, if applicable, of water and sanitary sewer lateral pipes servicing their Dwelling Units, which laterals extend from the applicable water and sewer main to the Dwelling Units, notwithstanding that a portion of such lateral may be located within the Common Area. The Lot Owner is responsible to maintain, repair and replace the air-conditioning and heating system and appurtenances thereto, servicing the Dwelling Unit and improvements located on his Lot and any other portion of the air-conditioning and heating system or appurtenances thereto servicing his Dwelling Unit which may be located on the Common Area. The Lot Owner shall also maintain all screening, glass, and all doors, windows or other openings in the exterior of the Dwelling Unit, except for any periodic painting or staining required.

Section 3. Assessments. All maintenance performed by the Association pursuant to Sections 1 and 2 (a) above and all expenses hereunder shall be paid for by the Association as Operating Expenses through assessments imposed by the Board of Directors in accordance with Article VII. Such assessments shall be against all Lots equally. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Assessments shall include payment for insurance and taxes on the Common Area.

The cost and expense of Association-provided maintenance shall be funded by an Association assessment against all Owners and shall be paid by the Association notwithstanding that title to the Common Area may be vested in Declarant.

Section 4. Disrepair of Dwelling Units and Lots. If the Owner of any Lot shall fail to maintain his Lot, and the improvements situated thereon, as required by any provision of this Declaration, in a manner reasonably satisfactory to the Board of Directors of the Association or any committee established by such Board, except for such areas as the Association is required to maintain, upon direction of the Board of Directors, the Association shall have the right, through its agents and

employees, to enter upon the Lot to maintain and restore the improvements erected on such Lot. The cost of any maintenance supplied by the Association pursuant to this Section shall be added to and become part of the assessment to which such Lot is subject.

Section 5. Access at Reasonable Hours. For the purpose solely of performing the maintenance required by this Article, the Association, through its duly authorized agents and employees, shall have the right without notice to enter upon any Owner's Lot at reasonable hours on any day.

Section 6. Negligence of Owner. Should any portion of a Dwelling Unit which the Association is required to maintain pursuant to this Article be required to be maintained, repaired or replaced as a result of the negligence of the Owner, his family, lessee, guests, servants or invitees, the applicable Owner shall be responsible for the cost thereof and the Association shall have the right to levy an assessment against the Owner of said Lot for same, which assessment shall have the same force and effect as all other assessments.

Section 7. Management. The Association, through the action of its Board of Directors, shall have the right to employ a manager or management firm which employment may either be on the basis of an employee of the Association or as an independent contractor.

Section 8. Maintenance of Roadways. The Association shall maintain the private roadways shown on the Site Plan and shall have the right to enter into an agreement or agreements with any entity, governmental or otherwise, to provide for the maintenance of any roadway in Riverside, and to provide for the maintenance and landscaping of the real property abutting any such roadway.

ARTICLE VII

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Each Owner of any Townhouse Lot by acceptance of a deed or instrument of conveyance, whether or not it shall be so expressed in such deed or other instrument of conveyance, including any purchaser at a judicial sale, or by the acquisition of title in any other manner, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Lots and Common Areas as provided in this Declaration, including such reasonable reserves as the Association may deem necessary, special assessments as provided in this Article, and assessments for maintenance as provided herein. Assessments for Operating Expenses shall be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with such interest and costs of collection as hereinafter provided, shall, upon the recordation of a claim of lien, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs of collection, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment became due. All assessments by the Association for Operating Expenses shall be assessed against all Lots equally. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use or abandonment. Furthermore, the obligation of the Association and the Owners for assessments, and the obligation for maintenance shall commence upon conveyance of the Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners in Riverside and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the appropriate portion of the Common Areas and of the Lots situated upon the Committed Property, including, without limiting the foregoing, the payment of taxes (if any), insurance, repair, replacement, maintenance, additions, and the cost of labor, equipment, materials, utilities, services, management and supervision, as well as any other costs set forth in this Declaration for which the Association is responsible.

Section 3. Budget and Commencement of Payment.

(a) The Association's Board of Directors shall, from time to time, but at least annually, fix and determine a budget representing the sum or sums necessary and adequate for the continued operation of the Association. The Board shall determine the total amount of Operating Expenses, including the operational items such as insurance, repairs, replacements,

reserves, maintenance and other expenses, as well as charges to cover any deficits from prior years and capital improvements and reserves approved by the Board. The total annual assessments and any supplemental assessments shall be shared by all Lots based upon the formula and terms and provisions set forth herein and in the Articles and Bylaws.

(b) Each Lot shall commence paying its share of the Association assessments commencing with the day title of the Lot is conveyed by deed from Declarant to the first grantee thereof; provided, however, a conveyance by Declarant of an unimproved Lot to a builder for the construction of a Dwelling Unit shall not be deemed a conveyance to the first grantee. Subject to the provisions of Section 4 immediately below (which provisions are only applicable during any guarantee period or any extension thereof), the assessment for Operating Expenses for each Lot shall be the amount arrived at by dividing the total anticipated Operating Expenses reflected by the budget, other than those Operating Expenses which are properly the subject of a special assessment, by the average number of all Lots which are anticipated to have been conveyed by Declarant during the period for which the budget is adopted. The total number of Lots responsible for payment of Operating Expenses will be adjusted from time to time in accordance with this Declaration. All questions regarding the number of Lots subject to assessments shall be determined by the Association.

(c) Additionally, each Lot shall pay a one-time initial assessment fee of \$250.00, due on the day title of the lot is conveyed by Deed, whether such conveyance is the first conveyance or a subsequent conveyance; however, a conveyance by Declarant of an unimproved Lot to a builder for the construction of a Dwelling Unit shall not be deemed a conveyance for this purpose.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots (except special assessments specifically assessed against an Owner for costs incurred solely on account of his negligence or failure to comply herewith). Declarant or a builder who acquires an unimproved Lot for the construction of a Dwelling Unit shall not be required to pay annual or special assessments on any Lot until such time as such Lot has been conveyed to an Owner, provided however in the event that Declarant is a Class B member or is otherwise in control of the Association, no less frequently than monthly, Declarant shall pay to the Association an amount equal to the difference between the Operating Expenses paid by the Association and the assessments and other income received by the Association for each month.

Section 5. Due Dates; Duties of the Board of Directors. All assessments shall be payable annually in advance or on such other basis as is approved by the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot and shall prepare, or have prepared, a roster of the Lots and assessments, which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of a Member or his Institutional Mortgagee, the Board shall promptly furnish such Member or his Institutional Mortgagee with a written statement of the unpaid charges due from such Member.

Section 6. Effect of Non-Payment of Assessment; The Personal Obligation of the Member; The Lien; Remedies of the Association. If an assessment is not paid on the date when due, then at the option of the Board, such assessment, together with the balance of the annual assessment established by the Board, shall become delinquent and shall, together with such interest thereon, late charges and the cost of collection thereof, including reasonable attorneys' fees and court costs, thereupon become a continuing lien on the Member's Lot which shall bind such property in the hands of the Member, his heirs, devisees, personal representatives and assigns. Such lien shall be prior to all other liens except: (a) tax or assessment liens of the taxing division of any governmental authority, including but not limited to, state, county and school district taxing agencies; and (b) all sums unpaid on any bona fide first mortgage held by an Institutional Mortgagee of record encumbering the Dwelling Unit. The personal obligation of the Member who was the Owner of the Lot when the assessment fell due, to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, although the lien shall continue to encumber the Lot.

If the assessment is not paid within ten (10) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum permissible rate in the State of Florida. A late charge of up to \$25.00 may be assessed by the Board and the Association through its Board. The Board may bring an action at law against the Member or former Member personally obligated to pay the same or it may bring an action to foreclose the lien against the property. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the cost of the action and the aforesaid late charge.

Section 7. Selling, Leasing and Gifts of Lots, Etc.

(a) No Member shall convey, mortgage, pledge, hypothecate, sell or lease his Lot and the Dwelling Unit thereon unless and until all unpaid assessments assessed against such Lot shall have been paid as directed by the Board of Directors; such unpaid assessments, however, may be paid out of the proceeds from the sale of the Lot or by the purchaser of such Lot. Any sale or lease of the Lot in violation of this section shall be voidable at the election of the Board of Directors.

(b) Upon the written request of a Member or his Institutional Mortgagee, the Board or its designee shall furnish a written statement of the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but not listed thereon. A reasonable charge may be made by the Board for issuance of such statements.

(c) The provisions of this section shall continue to apply in the event of the acquisition of a Lot by an Institutional Mortgagee who shall acquire title to such by foreclosure or by deed in lieu of foreclosure. In such event the unpaid assessments against the Lot which were assessed for Operating Expenses and became due prior to the acquisition of title by such Institutional Mortgagee shall not be deemed waived by the Association. Additionally, such provisions shall also apply to any assessments which are assessed and become due after the acquisition of title by the Institutional Mortgagee and to any purchaser from such Institutional Mortgagee.

(d) Whenever the term Lot is referred to in this section, it shall include the Member's interest in the Association and the Member's interest in any property acquired by the Association. Any Member may convey or transfer his Lot by gift during his lifetime or devise the same by will or pass the same by intestacy.

(e) The provisions of this section shall not apply to Declarant. This section may not be amended without the prior written consent of Declarant.

Section 8. Subordination of Lien. The lien for assessments provided for in this Article shall be superior to all other liens, except tax liens, mortgage liens in favor of Institutional Mortgagees, and mortgage liens in favor of mortgagees under mortgages now existing or hereafter granted by Declarant, as mortgagor.

Section 9. Exterior Maintenance Assessment. The Association, through action of its Board of Directors, shall provide exterior maintenance upon each Lot as provided in Article VI. The cost of the exterior maintenance referred to in Article VI shall be an Operating Expense.

Section 10. Capital Improvements. Funds necessary for capital improvements, emergencies or non-recurring expenses may be levied by such Association as special assessments, upon approval of a majority of the Board of Directors of such Association and also, for such funds exceeding the sum of \$5,000.00, upon approval by two-thirds favorable vote of the Members of such Association voting at a meeting or by ballot as may be provided in the Bylaws of such Association.

Section 11. Certificate of Assessment. The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

ARTICLE VIII

Common Structural Elements

Section 1. Definition. Each Building contains or shall contain certain elements, features or parts which are structural elements of the Building or of more than one Dwelling Unit (such elements, features, or parts being hereinafter referred to as "Common Structural Elements"). The Common Structural Elements of each Building shall include the following:

(a) Party Walls. All division walls between two (2) Dwelling Units beginning at the unfinished surface of each side of such wall (hereinafter referred to as "Party Walls") located upon a Property Line between two (2) Dwelling Units,

provided that the mere fact such a division wall between two (2) Dwelling Units is found not to be on a Property Line shall not preclude such division wall from being a Party Wall.

(b) Roofing. The entire roof of the Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing." Should the Roofing or part thereof extend beyond the Building, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Roofing as same shall be constructed are hereby imposed.

(c) Foundation. The entire concrete floor slab or wood floor system if used in lieu thereof and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Foundation." Should the Foundation or part thereof extend beyond the Building, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Foundation as same shall be constructed are hereby imposed.

Section 2. General. Each Owner shall own that portion of the Party Wall which stands on his own Lot. To the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each Party Wall (or party fence, if applicable) which is built by Declarant as part of the original construction of the Dwelling Units upon the Lots and any replacement thereof.

If any portion of any structure, as originally constructed by Declarant or its designee, including any Party Wall or fence, shall protrude over two (2) adjoining Lots, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, Party Wall or fence. The foregoing shall also apply to any replacements of any structures, Party Walls or fences, if same are constructed in conformance with the original structure, party wall or fence. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 3. Sharing Maintenance or Repair. The costs of reasonable repair and maintenance of Common Structural Elements shall be shared equally by the Owners who make use of the wall in proportion to such use, except as otherwise provided herein. Such costs shall not be an Operating Expense.

Section 4. Destruction by Fire or Other Casualty. In the event of damage or destruction of Common Structural Elements from any cause whatsoever, other than the negligence or willful misconduct of either Owner thereto, the Owners shall, at their joint expense, repair or rebuild said Common Structural Elements in accordance with the requirements of Article XI, Section 7 of this Declaration, and each Owner, his successors and assigns, shall have the right to full use as herein contained of said Common Structural Elements so repaired or rebuilt. If damage or destruction is a result of one Owner's negligence or willful misconduct, that party shall be responsible for the total repair and replacement in a timely fashion. If either Owner fails to pay his share of repair or replacement, as aforesaid, then the other Owner shall have such Common Structural Elements repaired or reconstructed and shall be entitled to file in the Public Records of the County, a claim of lien on the premises of the Owner failing to pay for the amount of such defaulting Owner's share of the repair or replacement costs. Owner shall have the right to foreclose said claim of lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a mechanic's lien; provided, however, said claim of lien shall be filed within ninety (90) days from date repairs or replacements were made to the party wall, and suit thereon shall be commenced no later than one (1) year from date such lien is filed. If either or both Owners shall give or shall have given a mortgage or mortgages upon his property to an Institutional Mortgagee, then such Institutional Mortgagee shall have the full right, at its option, to exercise the rights of its mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the Institutional Mortgagee for repairs hereunder and not reimbursed to said Institutional Mortgagee by the Owners.

Section 5. Easement for Repairs. If repairs or reconstruction to the Common Structural Elements shall be necessary, all necessary entries on or into the adjacent Dwelling Unit upon the Adjacent Lot shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a timely and workmanlike manner. Consent is hereby given to enter on or into adjacent Dwelling Units to effect necessary repairs and reconstruction.

Section 6. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Weather Proofing. Notwithstanding other provisions of this Article, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary repair and protection against such elements.

Section 8. Arbitration. In the event of any dispute arising concerning Common Structural Elements, or under the provisions of this Article, each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all of the arbiters shall be final and conclusive of the questions involved.

Section 9. Alterations. The Owner of a Dwelling Unit sharing a Party Wall with an adjoining Dwelling Unit shall not cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the Party Wall.

Section 10. Structural Cross Easements. Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements shall exist in favor of the Association, the Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Dwelling Units and Common Structural Elements within any of the Buildings.

ARTICLE IX

Insurance

Section 1. Common Areas.

(a) General Liability. The Association, by action of its Board of Directors, shall maintain public liability insurance, to the extent obtainable, covering the Association and each Association Member, lessee and occupant, and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the Common Areas.

(b) Additional Insurance. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance:

- (i) Vandalism and malicious mischief endorsements, insuring the Common Areas; and,
- (ii) worker's compensation insurance, if required by law; and,
- (iii) Directors' and Officers' liability insurance, fidelity insurance and other insurance it may deem proper to protect the Association, its members and property.

(c) Assured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all Owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any sum in excess of \$10,000.00 shall be paid either to the Association or to an insurance trustee as the Association shall determine at the time. An "Insurance Trustee" shall be any bank or trust company or other corporate trustee authorized for and doing business in Florida, as designated by the Board of Directors of the Association. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance trust agreement to be executed by the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

(d) Payment of Premiums. The Board of Directors shall collect and pay the premiums for insurance as a part of the Operating Expenses. Expenses of any Insurance Trustee appointed shall be paid by means of special assessment by the Board.

(e) Mandatory Repair. Unless there occurs substantial damage or destruction to all or a substantial part of a Building or a Common Area, the Association and the Owners shall use insurance proceeds to repair, replace and rebuild the damage caused by casualty loss. Related costs and expenses not covered by insurance shall be borne by the Owners in a fair and equal manner.

(f) Association as Agent. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases thereof.

Section 2. Dwelling Units, Lots.

(a) (i) Owner's Insurance Coverage. Each Owner shall be required to obtain and maintain adequate insurance on his Dwelling Unit which shall insure the property for its full replacement value, with no deductions for depreciation, against loss by fire, storm or other hazards or casualty. Such insurance shall name the Association an additional insured and shall be sufficient to cover the full replacement value, or to cover necessary repair or reconstruction work. Such insurance shall be written in the manner acceptable to the Board of Directors of the Association, shall contain a loss payment provision which provides the proceeds of any loss shall be payable to the Association which shall hold such funds in trust to ensure that repairs are made as hereinafter set forth and shall contain a clause which provides ten (10) days prior written notice to the Board of Directors of the Association before the policy can be cancelled. Each Owner shall be required, on an annual basis, concurrent with the payment of annual assessments pursuant to Section 5 above, to supply the Board of Directors with evidence of insurance coverage on his Dwelling Unit which complies with the provisions of this Section. Each Owner shall also be responsible for the purchasing of liability insurance for accidents occurring on his or her Lot.

(ii) Action by Board. If the insurance provided under this Section has not otherwise been adequately obtained by each Owner, as determined by the Board of Directors, then the Board shall obtain such insurance coverage. Insurance obtained by the Board of Directors shall be written in the name of the Association as Trustee for the benefit of the applicable Owner.

(iii) Payment of Premium. Premiums for insurance obtained by the Board of Directors for the benefit of an individual Owner, as provided hereinabove, shall not be an Operating Expense, but shall be an individual assessment (special assessment) payable in accordance with the provisions of Article VII of this Declaration.

(iv) Repair or Replacement of Damaged or Destroyed Property. Each Owner shall, with the concurrence of the Owner's Institutional Mortgagee, if any, and the Board of Directors of the Association, be required to reconstruct or repair any Dwelling Unit destroyed by fire, storm or other casualty in accordance with the requirements of Article XI, Section 7 of this Declaration. Insurance proceeds issued for such repair shall be in the name of the Association, as Trustee. The insurance proceeds shall be deposited in a bank or other financial institution, subject to withdrawal only by the signature(s) of an agent(s) duly authorized by the Board of Directors of the Association. If no repair or rebuilding has been contracted for or otherwise substantially started by the Owner within thirty (30) days after the Association receives the insurance proceeds, the Board of Directors of the Association is hereby irrevocably authorized by such Owner to initiate the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the Dwelling Unit. Repairs should be done in a good and workmanlike manner in conformance with the original plans and specifications.

In the event the Association initiates such repair or rebuilding, the Board of Directors of the Association may advertise for sealed bids from any licensed contractors and may then negotiate with said contractors. The contract or contracts selected to perform the work shall provide full performance and payment bonds for such repair or rebuilding, unless such requirement is waived by the Board of Directors of the Association. If the insurance proceeds are insufficient to fully pay the costs of repairing and/or rebuilding the damaged or destroyed portions in a good and workmanlike manner, the Board of Directors of the Association shall levy a special assessment against the Owner in whatever amount is required to make up the deficiency. If the insurance proceeds exceed the cost of repairing and/or rebuilding, such excess shall be paid over to the respective Owner and/or the Owner's mortgagee in such portions as shall be independently determined by those parties.

(c) Administrative Fee. Should the Association obtain the insurance coverage on a Dwelling Unit pursuant to this Article, then the Association may charge and the applicable Owner shall be responsible for, as a special assessment against the Lot, an administration fee of \$100.00. Said fee is in addition to the charge for the premium, for which such Owner is also responsible.

(d) Liability. Notwithstanding anything to the contrary in this Article, the Association, its Director or officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Dwelling Unit.

ARTICLE X

The Association

The Association shall have all statutory and common law powers of a Florida corporation not for profit, to the extent they do not conflict with all powers provided in its Articles and Bylaws, and all powers granted in this Declaration.

ARTICLE XI

Building and Use Covenants

Section 1. Land Use. The use of a Dwelling Unit or of the Common Areas by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the Articles and Bylaws and the Rules and Regulations of the Board of Directors. A Dwelling Unit shall be used only for residential purposes for immediate members of a single family and their guests and invitees.

Section 2. Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than the Dwelling Unit of the type originally constructed by Declarant. All Building exteriors shall be completed within nine (9) months from commencement of construction or issuance of a building permit, whichever comes first.

Section 3. Architectural Control. (a) No building, wall, fence, decking, paving, awning, pool, storage shed, door screening or other structure or improvement of any nature other than such structures originally constructed by Declarant shall be erected, placed, modified, altered or permitted to remain on any Lot or Common Area unless the construction plans and specifications and a plan showing the kind, shape, materials, colors and location of the structure, exterior elevations, and landscaping, as may be required by the Architectural Review Committee have been approved in writing by the Architectural Review Committee. In the case of structures initially constructed by Declarant on a Common Area or Lot prior to the conveyance of the Common Area to the Association or the sale of that Lot to the initial Owner other than Declarant, no review and approval by the Architectural Review Committee shall be required. All other buildings, walls, fences, or other structures or improvements of any nature, together with the landscaping, shall be erected, placed or altered upon the Committed Property only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which, in the sole discretion of said Architectural Review Committee, seems sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Review Committee shall have the power to promulgate such rules and regulations, including the power to adopt and charge appropriate uniform fees for required reviews, as it deems necessary to carry out the provisions and intent of this paragraph.

(b) The Architectural Review Committee shall review the proposed submission as to the type and quality of materials, harmony of the exterior design and location of the building or structure with existing buildings or structures, location of the building or structure with respect to topography, trees, vegetation and the finished grade elevation and floor slab, exterior color(s) of any building or structure and any other relevant considerations. Upon completion of the proposed improvements, an "as-built" survey showing the finished floor and grade elevation and location of all improvements shall be filed with the Association and with the Architectural Review Committee.

(c) The Architectural Review Committee shall be composed of not less than three (3) nor more than seven (7) persons. The members of the Committee shall be appointed by Declarant, its designees, successors or assigns until such time as Declarant no longer owns any Lots in Riverside or property shown by the Site Plan. Thereafter, the members of the Committee shall be appointed by the Board. The membership, rules of procedure and duties of the Architectural Review Committee shall be prescribed by and, from time to time, changed or modified by Board.

(d) If the Architectural Review Committee shall disapprove, in whole or in part, any submission required herein, the Committee shall notify the person, firm or entity making the submission of the reasons for such disapproval. If the Architectural Review Committee fails or refuses to approve or disapprove a submission containing all the requirements as set forth herein within thirty (30) days after submission is received by the Committee, it shall then be presumed that the submission has been disapproved by the Architectural Review Committee.

Section 4. Change in Buildings. Neither the Association nor any Owner shall make or permit any structural modification or alteration of any Building except with the prior written consent of the Architectural Review Committee, or its successor, and all Institutional Mortgagees holding a mortgage on a Dwelling Unit within said Building. Consent may be withheld if, in the sole discretion of the party requested to give the same, it appears that such structural modification or alteration would affect or in any manner endanger other Dwelling Units. No Building shall be demolished or removed without the prior written consent of all Owners of all other Dwelling Units within such Building and of all Institutional Mortgagees holding a mortgage on a Dwelling Unit within said Building.

Section 5. Regulations. Regulations promulgated by the Board of Directors, or any committee established by the Board of Directors, or any committee established by the Board concerning the use of Riverside shall be observed by the Members and their family, invitees, guests and tenants; provided, however, that copies of such regulations are furnished to each Member by personal delivery or by regular mail prior to the time the regulations become effective.

Section 6. Building Location. Buildings shall be located in conformance with this Declaration, the applicable ordinances of St. Johns County and any specific approvals thereunder, or as originally constructed on a Lot by Declarant or its successors or assigns.

Section 7. Damage to Buildings. If a Dwelling Unit is damaged, through an act of God or other casualty, then the Owner shall promptly cause his Dwelling Unit to be repaired and rebuilt substantially in accordance with the architectural plans and specifications used for the original construction of such Dwelling Unit. It shall be the duty of the Association to enforce such repair or rebuilding of the Dwelling Unit to comply with this responsibility in accordance with Article IX hereinabove. To accomplish the requirements of this Section, each Owner shall insure his Dwelling Unit at the highest insurable value, including, but not limited to, full replacement value of the premises, in accordance with Article XI, above.

Section 8. Temporary and Accessory Structures. No accessory building or structure of a temporary character, or trailer, tent, mobile home, or recreational vehicle shall be permitted on any Lot or Common Areas at any time or used as living quarters or for storage at any time, either temporarily or permanently, except as permitted by the Architectural Review Committee. No gas tank, gas container, or gas cylinder serving a Dwelling Unit shall be permitted to be placed on or about the outside of any Dwelling Unit or any ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. This restriction shall not apply to propane gas grills used for cooking.

Section 9. Signs. A single "for sale" sign of no more than one foot by two feet (1' x 2') may be displayed on a Dwelling Unit during any period when the Dwelling Unit is being offered for sale. The Committee shall have the right to adopt and enforce uniform standards as to the appearance and method of display of such "for sale" signs. No other sign, advertisement or poster of any kind shall be erected or displayed to the public view on the Committed Property without the prior written approval of the Architectural Review Committee as to size, color, content, material, height and location. This paragraph shall not apply to Declarant.

Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind or size shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept subject to the rules and regulations governing their keeping adopted by the Board of Directors. In no event shall the number of pets exceed two (2) for any Lot. No permitted pet may be kept, bred or maintained for any commercial purpose. No permitted pet may be kept if the pet becomes a nuisance or annoyance to any neighbor, as determined by the Board of Directors.

Section 11. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

Section 12. Antenna. No television, radio, electronic or other type antenna or satellite dish may be erected on the Committed Property or attached to any Dwelling Unit thereon without prior approval of the Architectural Review Committee.

Section 13. Exterior Appearances and Landscaping. The paint, coating, stain, and other exterior finishing colors on all buildings may be maintained as originally installed by the Declarant, without prior approval of the Architectural Review Committee. Prior approval by the Architectural Review Committee shall be necessary before any such exterior finish color is changed. Furthermore, prior approval shall be required if the Association or any Owner wishes to paint, varnish, stain or make any application to exterior trellises or wood treatment, if any. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways, and ground elevations, shall be maintained as originally installed by Declarant, unless the prior approval for any substantial change is obtained from the Architectural Review Committee. Neither aluminum foil, paper, nor anything which the Architectural Review Committee deems objectionable, may be placed on windows or glass doors.

All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

Section 14. Existing Trees. Neither the Association nor an Owner or other person, without the prior written consent of the Architectural Review Committee, shall remove any live tree with a trunk of four (4) inches or more in diameter (as measured one (1) foot from ground level) from any portion of the Committed Property. If said trees are removed without the Committee's prior consent, the Owner or the Association, as appropriate, may be required by the Committee to replace the removed trees with trees of comparable size.

Section 15. Grades and Elevations. To preserve and maintain proper drainage in Riverside, no changes in grades or elevations of any portion of a Lot (including the swale areas) or Common Area shall be made without the prior written approval of the Architectural Review Committee.

Section 16. Drainage Swale. The Master Association shall maintain all drainage swales within the Committed Property. Standards for the location, width, depth and invert grades of culverts shall be initially established by the Declarant and enforced by the Architectural Review Committee. The Declarant shall provide the Master Association and Architectural Review Committee with sets of "as-built" drawings which set forth the location of invert grade, width and depth. Nothing shall be constructed, maintained, altered or permitted to exist on any portion of the Committed Property if, in the opinion of the Committee, it obstructs, would obstruct or otherwise impede the flow of surface drainage.

Section 17. Commercial Vehicles, Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motor-homes, automobiles which are not currently registered and capable of legal operation on public roads, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored overnight at any place on any Lot or Common Area in the Committed Property; except if such vehicle is being used in the construction of improvements on the Committed Property and then only during the periods of approved construction on said Lot, or if parked in an area designated by Declarant for such purpose or parked in a fully enclosed garage with the garage door fully closed. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Non-commercial vans used for personal purposes shall not be prohibited. No person shall park a vehicle so as to obstruct any person's use of ingress or egress rights created by this Declaration or park a vehicle on any unpaved portion of any Lot or Common Area, except as expressly permitted by the Association.

Section 18. Sales and Rentals. No Lot or Dwelling Unit thereon may be sold, rented, or sublet without express written notice to the Board of Directors of the Association. This provision is for the purpose of making certain that subsequent owners and renters understand the rights and obligations of Members of the Association, including, but not necessarily limited to, the Declaration and Rules and Regulations. In addition, the Board of Directors may authorize the use of a registration form to be completed by prospective purchasers or renters. No Dwelling Unit may be rented, leased or sublet for a period of less than thirty (30) days. All enforcement procedures applicable to this Declaration shall be equally applicable to enforcement of this section.

Section 19. Walls/Fences. No fence, wall, gate, hedge, or other structure shall be erected or maintained on any Lot, except as originally installed by Declarant or Declarant's assignee, or except any approved in writing by the Architectural Review Committee as provided herein.

Section 20. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in areas designated by the Association for such purpose. All equipment for storage or disposal of such material shall be kept clean and sanitary condition and shall be kept hidden from view.

Section 21. Outdoor Drying and Laundry. No clothing, laundry or wash shall be aired or dried on any portion of any Lot or Common Area in an area viewable to any other Lot or Dwelling Unit or roadway. No garments, rugs, etc., shall be hung from windows or doorways of Dwelling Units, and no clotheslines or similar type structure shall be permitted on any Lot in an area viewable from any other Lot, Common Area or roadway.

Section 22. Swimming Pools and Screen Enclosures. All screen enclosures, deck areas, patios, hot tubs, jacuzzis, and sun decks, except for such structures originally installed by Declarant as part of the first construction of a Dwelling Unit or Common Area, must be approved in writing by the Architectural Review Committee.

Section 23. Lawful Conduct. No immoral, improper, offensive or unlawful use shall be made of any Lot or other improvements. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 24. Risks. No Owner shall permit or suffer anything to be done or kept in his Dwelling Unit or upon his Lot which will increase the rate of insurance to other Owners or as to their Lots or to the Association with respect to the Common Areas.

Section 25. Parking Spaces. Each Owner shall have the exclusive right to use the driveway and paved portions of the Owner's Lot for parking and shall not park on any unpaved areas. Any parking spaces located on the Common Area will not be assigned, but shall be for the common use and benefit of Owners, their guests and invitees, subject to the right of the Board to adopt regulations concerning the use of such spaces.

Declarant shall have the right to use any such unassigned spaces for parking by prospective purchasers and such other parties as Declarant, in its sole discretion, deems advisable.

All parking spaces, including the driveway and paved portion of each Lot, shall be maintained by the Association.

Section 26. Basketball Boards. Basketball boards are prohibited, whether attached to the Dwelling Unit or free-standing.

Section 27. Skateboard Ramps. Skateboard ramps are prohibited on any Lot or Common Area.

Section 28. Flagpoles. All flagpole structures and their locations must be approved by the Architectural Review Committee prior to construction and/or installation of same.

Section 29. Decorative Items. The use of decorative items, including, but not limited to, statues, gates, rocks, planters, bird baths and other ornamental accessories are prohibited, unless the Architectural Review Committee has given written permission for their installation prior to use, installation or construction.

Section 30. Lighting. All exterior lighting, including, but not limited to, walkway, driveway, accent, or Common Area, must be approved by the Architectural Review Committee prior to construction or installation.

Section 31. Businesses. No trade, business, professional office, or any other type of commercial activity shall be conducted on any portion of the Committed Property, including any Dwelling Unit. This restriction shall not prohibit the Declarant and its assigns from operating sales models and/or a sales and leasing office on any portion of the Committed Property or Common Area.

Section 32. Wells, Mining, Drilling and Excavation. No wells, mining, drilling or excavation of any type, except for such excavation as may be necessary for construction of Dwelling Units and Common Areas, shall be permitted on any portion of the Committed Property. No Owner of any Dwelling Unit shall draw water from any water body on or adjacent to any of the Committed Property.

Section 33. Violations. In the event of a violation of this Declaration, or of any rule properly promulgated by the Board of Directors of the Association, the Association may, as an additional remedy, provide written notice of the violation to the Owner of record, and if said violation shall continue for a period of seven (7) days from the receipt of the written notice, the Owner may be assessed an amount up to \$25.00 per day, per violation. This assessment shall be considered in the same manner as hereinbefore provided for regular assessments and those sections providing for the recording of the assessment lien, enforcement and collection shall also apply.

Section 34. Declarant Rights. Notwithstanding any other provision in this Declaration, Declarant is irrevocably empowered to sell, lease or rent Lots on any terms to any purchasers or lessees for as long as it owns any Lot. This section is intended to provide Declarant with the broadest authority and power to transact and implement its business, and such activities shall be free and clear of any restrictions contained in this Declaration which would impede such activities. Declarant shall have the right to transact any business necessary to consummate sales and leases of said Lots, temporary uses for model homes, parking lots and/or sales offices, maintain signs, have employees in the office, use the Common Areas and show Lots. Sales office signs and all items pertaining to sales shall not be considered property of the Association and shall remain the property of Declarant or its assigns.

ARTICLE XII

Additional Powers Reserved to Declarant

Section 1. Declarant Related Documents. So long as Declarant shall own any of the Committed Property, no Declarant related amendment shall be made to the Declaration, to any Supplemental Declaration, to the Articles, Bylaws, Rules and Regulations, or any other similar Association document, nor shall any such Declarant related amendments or documents be executed, adopted or promulgated by the Association or the Board of Directors unless such Declarant related amendment or document shall be specifically approved in writing by Declarant in advance of such execution, adoption, promulgation and recording.

Section 2. Definitions. For the purposes of Section 1 of this Article, an amendment or document which does any of the following shall be considered to be a Declarant related amendment:

- (a) Discriminates or tends to discriminate against Declarant as an Owner or otherwise;
- (b) Directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other Owners;
- (c) Modifies the definitions provided for by Article I of this Declaration in a manner which alters Declarant's rights or status;
- (d) Modifies or repeals any provision of Article II of this Declaration;
- (e) Alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;
- (f) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- (g) Denies the right of Declarant to convey the Common Areas to the Association;

(h) Denies the right of Declarant to record a Supplemental Declaration with respect to portions of Riverside or adding properties subject to this Declaration or otherwise making provisions in accordance with the powers granted to Declarant in this Declaration;

(i) Modifies the basis or manner of Association assessments as applicable to Declarant or any Lots owned by Declarant as provided for by Articles VI and VII;

(j) Modifies the provisions of Article XI (architectural control) as applicable to Declarant or any Lots owned by Declarant;

(k) Alters the provisions of any Supplemental Declaration; or

(l) Denies the right to Declarant, its contractors and subcontractors, to maintain temporary construction trailers, sheds or other buildings upon the Committed Property; or

(m) Alters or repeals any of Declarant's rights or any provision applicable to Declarant's rights as set forth in any provision of this Declaration or of any Supplemental Declaration or other document applicable to Declarant.

The decision to approve or not approve any Declarant related document or Amendment by Declarant in accordance with Section 1 of this Article shall be in the sole and absolute discretion of Declarant and Declarant shall not be liable to the Association, its Members or any party as a result of granting or refusing to grant such approval.

Section 3. Declarant Lands. So long as Declarant continues to construct any facilities in the Development, no action may be taken by the Board or the Association applicable to the Declarant or any of the Lots or other land owned by Declarant unless such action shall be approved in writing by Declarant; or, unless the need therefor shall be waived by the Declarant in writing.

ARTICLE XIII

General Provisions

Section 1. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of and restricted solely to, the Association, Declarant and its subsidiaries and assigns, the Owners of Lots, and to any other party to whom the Declarant or Association is entitled to grant such easements, licenses, rights and privileges under this Declaration; and any Owner may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject to the Rules and Regulations of the Board of Directors; but, the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land that has been made a part of the Association and shall inure to the benefit of and be enforceable by Declarant, the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds of the Lots and all Institutional Mortgagees of Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 3. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by Declarant, its assigns, the Association or any Owner of five (5) or more Lots by any proceeding at law or in equity against any person or persons

violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by Declarant, the Association, any Owner or other party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any proceeding at law or in equity provided for in this Section shall be entitled to recover in said suit the cost of the action, including reasonable attorneys' fees as fixed by the court, including attorneys' fees in connection with appeal of any action.

Section 5. Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association, its real and personal assets, including the Common Areas, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. If such dedication is refused acceptance, which refusal in the case of the County shall be by formal resolution of the Board of County Commissioners, such assets shall be granted, conveyed and assigned to any corporation not for profit, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title to any Member vested in him under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants and deeds applicable to Riverside, unless made in accordance with the provisions of this Declaration or said covenants and deeds.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Amendment. Excepting Supplemental Declarations and in addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time, upon the execution and recordation of any instrument executed by: (1) Declarant, for so long as it holds title to any Lot affected by this Declaration and said amendment by Declarant shall not require the consent of any mortgagees, Owners of Lots nor of the Association, either now or in the future; or, alternatively, (2a) by Owners holding not less than two-thirds vote of the membership in the Association or by an instrument signed by the President and Secretary of the Association attesting that such instrument was approved by Members entitled to vote two-thirds of the votes of the Association at a meeting of the Members called for such purpose; provided, that so long as Declarant is the owner of any Lot affected by this Declaration, Declarant's consent must be obtained; and (2b) by all Institutional Mortgagees of Lots affected by this Declaration, provided that so long as Declarant is the owner of any Lot affected by this Declaration, Declarant's consent must be obtained. Any amendment must be properly recorded in the Public Records of the County to be effective.

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

Section 8. Administration. The administration of the Association shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws which are made a part of this Declaration and attached hereto as Exhibits "B" and "C" respectively.

Section 9. Conflict. In case of any conflict between the Articles and Bylaws, the Articles shall control. In case of any conflict between the Articles or Bylaws and this Declaration, this Declaration shall control.

Section 10. Effective Date. This Declaration shall become effective upon its recordation in the Official Records of St. Johns County.

Section 11. Approval of Association Lawsuits by Owners. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Owners (at a duly called meeting of the Owners at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;

- (b) the collection of other charges which Owners are obligated to pay pursuant to the Riverside Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Riverside Documents, including, but not limited to, those against tenants; or
- (d) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to Riverside or any portion thereof.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has set its hand and seal this 17th day of June, 2003.

Signed in the presence of:

JCP RIVERSIDE, LLP

By: Gregory E. Matovina
 President of Hey Dad Development
 Company
 Its Managing Partner

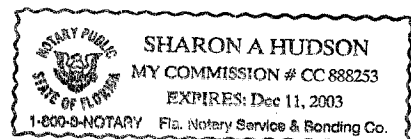
(Corporate Seal)

STATE OF FLORIDA
 COUNTY OF DUVAL

17th The foregoing Declaration and General Protective Covenants for Riverside was acknowledged before me on the day of June, 2003 by Gregory E. Matovina President of Hey Dad Development Company, as its Managing Partner of JCP Riverside, LLP, a limited liability partnership. He is personally known to me and did not take an oath.

WITNESS my hand and official seal on the day and year last aforesaid.

Sharon A. Hudson
SHARON A. HUDSON
 Notary Public, State of Florida



ACCEPTANCE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, Riverside Owners' Association, Inc., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, the above described corporation, a Florida corporation not for profit, has caused these presents to be signed in its name by its President and its corporate seal affixed, attested by its Secretary, this 17th day of June, 2003.

Signed, Sealed and Delivered
in the presence of:

Ginger May
Ginger May

Sharon A. Hudson
Sharon A. Hudson

RIVERSIDE OWNERS' ASSOCIATION, INC.,
a Florida corporation not for profit

By: Gregory E. Matovina
Gregory E. Matovina, President

Attest: Ginger May
Ginger May, Secretary

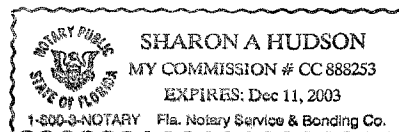
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STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Acceptance was acknowledged before me the 17th day of June, 2003, by Gregory E. Matovina and Ginger May, as President and Secretary, respectively, of Riverside Owners' Association, Inc., a Florida corporation not for profit, on behalf of the corporation.

WITNESS my hand and official seal on the day and year last aforesaid.

Sharon A. Hudson
SHARON A. HUDSON
Notary Public, State of Florida



ACCEPTANCE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, Julington Creek Plantation Property Owners' Association, Inc., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and General Protective Covenants For Riverside and the Exhibits attached hereto.

IN WITNESS WHEREOF, the above described corporation, a Florida corporation not for profit, has caused these presents to be signed in its name by its President and its corporate seal affixed, attested by its Secretary, this 23rd day of JUNE, 2003.

Signed, Sealed and Delivered
in the presence of:

William A. Barkhaet
William A. Barkhaet
JoAnn Dietz
JOANN DIETZ

JULINGTON CREEK PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit

By: Kenneth L. Johns Jr.
Kenneth L. Johns Jr., President
Attest: Mary Ann Lochamy
MARY ANN LOCHAMY, Secretary

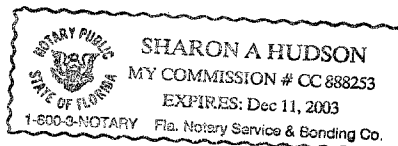
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Acceptance was acknowledged before me the 23rd day of JUNE, 2003, by Kenneth L. Johns Jr. and Mary Ann Lochamy, as President and Secretary, respectively, of Julington Creek Plantation Property Owners' Association, Inc., a Florida corporation not for profit, on behalf of the corporation.

WITNESS my hand and official seal on the day and year last aforesaid.

Sharon A. Hudson
SHARON A. HUDSON
Notary Public, State of Florida



MORTGAGEE CONSENT

The undersigned, Bank of America, N.A., a national banking association, the holder of a mortgage recorded in Official Records Book 1767, Page 498, of the Public Records of St. Johns County, Florida, joins in the execution hereof for the purpose of consenting to the Declaration and General Protective Covenants for Riverside.

Signed, sealed and delivered
In the presence of:

BANK OF AMERICA, N.A.

Betty J. Johnson
Printed Name Betty J. Johnson

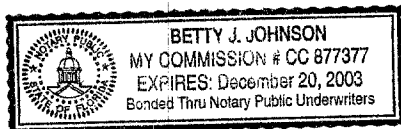
B. Ross McWilliam
Its Sr. Vice President

Crystal R. Pettway
Printed Name CRYSTAL R. PETTWAY

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before this 19th day of June, 2003 by B. Ross McWilliam being personally known to me.

Betty J. Johnson
Notary Public



CONSENT AND JOINDER BY OWNER

Mercedes Homes, Inc., a Florida corporation, as Owner of Lots included in the Property, hereby joins in this Declaration and General Protective Covenants for Riverside for the purpose of consenting thereto and to acknowledge that the Lot(s) owned by it are fully subject to and benefitted by all the terms and provisions of this Declaration.

Signed, sealed and delivered
in the presence of:

Mercedes Homes, Inc.

Sharon A. Hudson
Printed name Sharon A. Hudson

H. P. Gregory
Its V.P. LAND ACQUISITION

Ginger May
Printed name Ginger May

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of June, 2003, by Harman Gregory, as V.P. Land Acquisition of Mercedes Homes Inc., on behalf of the corporation. He is personally known to me and did not take an oath.

Sharon A. Hudson
Notary Public

My commission expires 12/11/03

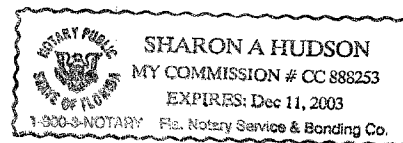


EXHIBIT "A"

LEGAL DESCRIPTION

All of the lands lying within the plat of Riverside at Julington Creek Plantation Phase 1 as recorded in Map Book 46, Pages 6 and 7, of the current public records of St. Johns County, Florida.

**ARTICLES OF INCORPORATION
OF
RIVERSIDE OWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is Riverside Owners Association, Inc., hereinafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 2955 Hartley Road, Suite 108, Jacksonville, Florida 32257 or at such other place as the Board of Directors may from time to time designate.

ARTICLE III

REGISTERED AGENT

Gregory E. Matovina, whose address is 2955 Hartley Road, Suite 108, Jacksonville, Florida 32257 is hereby appointed the initial registered agent of the Association.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members and is formed to provide for the maintenance of the Common Areas and such other purposes as are prescribed by the Declaration. All terms contained herein shall mean and refer to the terms as defined by the Declaration.

The Association shall exercise all of the powers and privileges and perform all the duties and obligations of the Association as set forth in the Declaration applicable to the Committed Property and as amended from time to time, the Declaration being incorporated herein by reference. In addition, the Association shall exercise any and all powers, rights and privileges which a corporation organized under the not-for-profit corporation law of the State of Florida may now or hereafter have or exercise.

The Master Association shall operate, maintain and manage the Surface Water or Stormwater Management System(s) in a manner consistent with St. Johns River Water Management District permit no. 40-109-21253-13 requirements and applicable District rules and shall assist in the enforcement of the Restrictions contained herein. The Master Association shall levy and collect adequate assessments against members of the Association for the cost of the maintenance, repair and operation of the Surface Water and Stormwater Management Systems. Such assessments shall be levied for and such maintenance, repair and operation shall include but not be limited to work within retention areas, drainage structures and drainage easements.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner of a Lot which is subject to the Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
2. Classes of Membership. The Association shall have two classes of voting membership:
 - (a) Class A. Class A Members shall be all of those Owners as defined in Section 1 of the Declaration and General Protective Covenants for Riverside (hereinafter referred to "Declaration") with the exception of the Declarant. The Class A Members shall be entitled to one (1) membership interest and one (1) vote for each Lot in which they hold the interests required for membership by Section 1 of the Declaration.
 - (b) Class B. The Class B Members shall be Declarant, including any of its subsidiaries to which Declarant may transfer title. The Class B Member shall be entitled to ten (10) membership interests and ten (10) votes for each Lot in which it holds the interest required for membership by Section 1, and the Class B Member shall be entitled to elect a majority of the Board of Directors until such time that the last Lot owned by Declarant within Riverside has been sold and conveyed by the Declarant.

Upon the transfer of title of any Lot which is held for sale by Declarant to an Owner other than to one of Declarant's subsidiaries, the Class B membership interest appurtenant to such Lot shall be automatically converted to a Class A membership interest.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, DECLARANT OR ITS DULY AUTHORIZED SUBSIDIARY SHALL HAVE THE RIGHT TO ELECT A MAJORITY OF THE BOARD OF DIRECTORS OF THE ASSOCIATION UNTIL SUCH TIME AS DECLARANT NO LONGER HOLDS THE TITLE TO ANY PORTION OF RIVERSIDE.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3) directors who need not be members of the Association. The number of directors shall be elected or appointed and may be changed in accordance with the provisions of the Bylaws. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors in accordance with the Bylaws are:

Name	Address
Gregory E. Matovina	2955 Hartley Road, Suite 108 Jacksonville, FL 32257
Donald K. Borstein	2955 Hartley Road, Suite 108 Jacksonville, FL 32257
Ginger May	2955 Hartley Road, Suite 108 Jacksonville, FL 32257

ARTICLE VII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of members. Upon dissolution of the Association, the procedures prescribed by Article XIII, Section 5 of the Declaration shall prevail.

In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027 F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VIII

EXISTENCE AND DURATION

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

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the assent of a majority of each class of Members.

ARTICLE X

OFFICERS

The officers of the Association who shall serve until the first election of their successors are as follows:

President	Gregory E. Matovina
Vice President and Treasurer	Donald K. Borstein
Secretary	Ginger May

The officers of the Association shall be elected and shall serve for the term as prescribed by the Bylaws. The Board, by resolution, may create such officers as determined necessary for the operation of the Association.

ARTICLE XI

BYLAWS

The Board shall adopt Bylaws consistent with these Articles. Such Bylaws may be amended by the Declarant on its own motion from the date hereof until the Class B membership terminates and thereafter, the Bylaws may be amended at a regular or special meeting of the members by the vote of a majority of a quorum (as defined by the Bylaws) of members present in person or by proxy.

ARTICLE XII

SUBSCRIBERS

The names and addresses of the subscribers to these Articles are as follows:

Name	Address
Gregory E. Matovina	2955 Hartley Road, Suite 108 Jacksonville, Florida 32257
Donald K. Borstein	2955 Hartley Road, Suite 108 Jacksonville, Florida 32257
Ginger May	2955 Hartley Road, Suite 108 Jacksonville, Florida 32257

ARTICLE XIII

CONFLICT

In the event of any conflict between these Articles and the Bylaws, the Articles shall control and prevail and in the event of a conflict between these Articles and the Declaration, the Declaration shall control and prevail.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers of this Association, have executed these Articles this _____ day of _____, 2003.

Gregory E. Matovina

Donald K. Borstein

Ginger May

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Gregory E. Matovina, being personally known to me.

Notary Public

My commission expires _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Donald K. Borstein, being personally known to me.

Notary Public

My commission expires _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Ginger May, being personally known to me.

Notary Public

My commission expires _____

**BYLAWS
OF RIVERSIDE OWNERS ASSOCIATION, INC.**

ARTICLE I

DEFINITIONS

The definitions of all terms contained herein shall be the same as the definitions set forth in the Declaration or the Articles.

ARTICLE II

MEETINGS OF MEMBERS

Meetings shall be held of the Members of the Association at such time and place as shall be determined by a majority of the Board. Written notice of each meeting of the Members shall be given by or at the direction of the Board by mailing a copy of such notice, postage prepaid, at least ten (10) days prior to such meeting. Such notice shall be mailed to each Member as of the date of such mailing at the address appearing on the records of the Association as of that date. Such notice shall specify the time, place, date and purpose of the meeting.

The presence at the meeting of Members and proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided by the Articles, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have the power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum is present or represented.

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association prior to such meeting. Each proxy shall be revocable and shall automatically cease upon conveyance by a Member of his Lot.

ARTICLE III

BOARD OF DIRECTORS

While there is still a Class B membership, the number of directors shall be determined and appointed by the Declarant provided that there shall not be less than three (3) directors. Thereafter, there shall be three (3) Board members until such time as the number of directors is changed by a majority vote of a quorum of the Members entitled to vote at a meeting called for such purpose.

Each director shall serve for a term of twelve (12) months or until a successor director is elected by the Members or appointed by the Declarant or the Board.

Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association or in the event a member of the Board is absent from three (3) consecutive meetings of the Board, by a majority vote of the members of the Board. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the directors. Any action so approved shall have the same effect as taken at a meeting of the directors.

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

The initial Board shall be appointed by the Declarant and shall serve until successor directors are elected or until removed from the Board by the Declarant, in the case of Board members appointed by the Declarant.

Upon termination of the Class B membership, the existing Board or a majority of the Members shall have the right to call for a general election for the Board (hereinafter referred to as the "First General Election"). The First General Election shall be held at a place and time to be determined by the then existing Board but in no event shall such election be held more than sixty (60) days after receipt by the Board of written notice signed by a majority of the Members calling for such election.

Nominations for election to the Board shall be made by the existing Board members and may also be made from the floor at a meeting called for electing the Board members. The Board shall make as many nominations as it deems necessary but not less than the number of vacancies which are required to be filled.

Election to the Board shall be by secret, written ballot. The persons receiving the most votes shall be elected. Cumulative voting is not permitted.

ARTICLE V

MEETINGS OF DIRECTORS

Meetings of the directors shall be held at such time, place and frequency as is determined by majority vote of the Board or as called by the President of the Association. A majority of the number of directors shall constitute a quorum for any matters required to be voted on by the Board. All matters to be decided by the Board shall be decided by a majority of a quorum of the Board at the meeting at which such matter is voted on.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD

The Board shall have the power and duties as prescribed by the provisions of the Declaration, the Articles and these Bylaws and such other powers and duties as are necessary to conduct the business of the Association.

ARTICLE VII

OFFICERS AND THEIR DUTIES

The officers of the Association shall be a president, vice president, treasurer, secretary and such other officers as the Board may from time to time designate. Officers shall be elected at such time and place as determined by a majority vote of a quorum of directors. Officers shall hold office until a successor officer is elected or until such officer resigns or is removed by a majority vote of a quorum of the Board.

ARTICLE VIII

CONFLICT

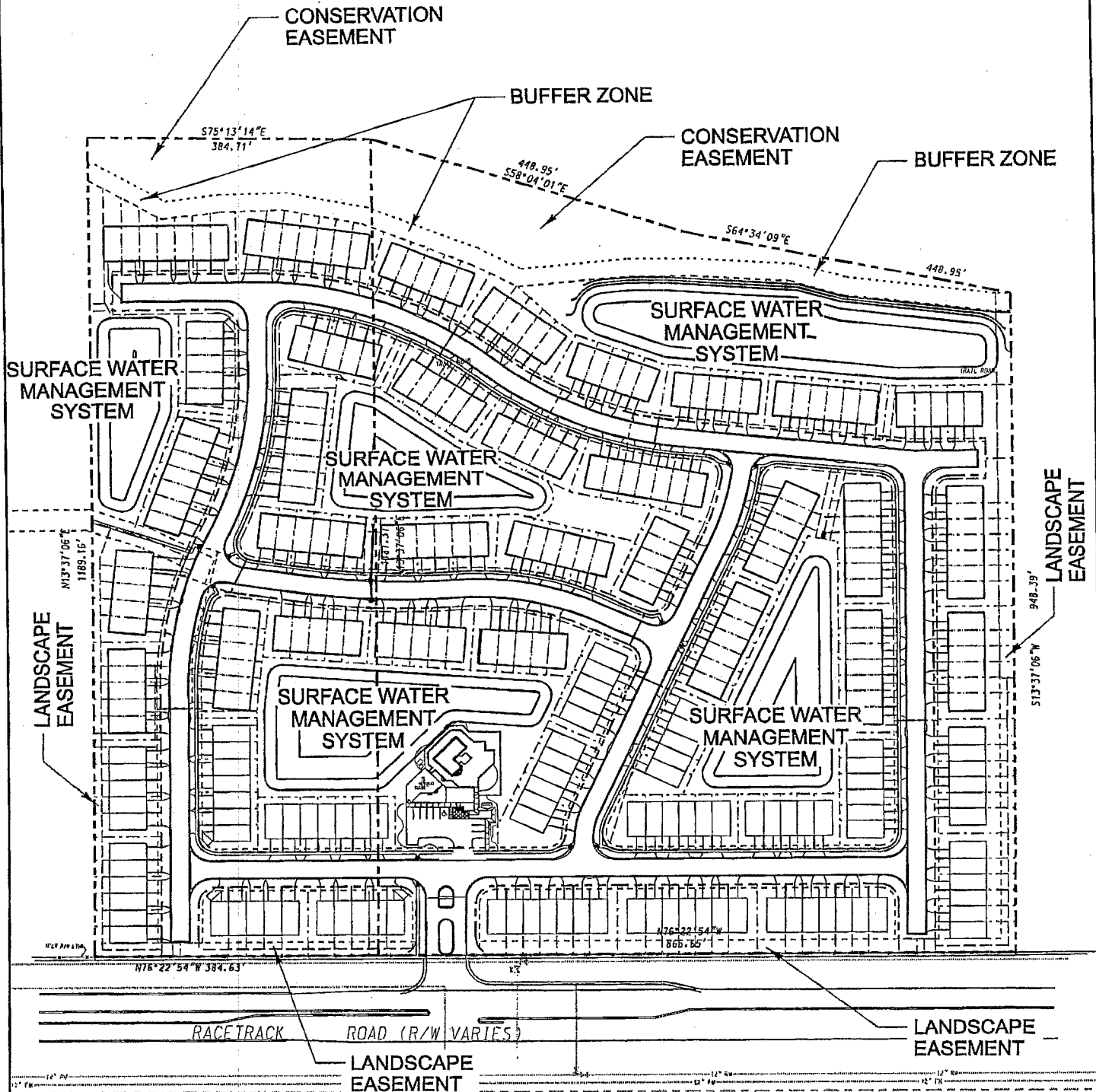
In the event of any conflict between these Bylaws and the Articles, the Articles shall control and prevail and in the event of a conflict between these Bylaws and the Declaration, the Declaration shall control and prevail.

IN WITNESS WHEREOF, we, being all of the directors of the Association have hereunto set our hands this _____ day of _____, 2003.

Gregory E. Matovina

Donald K. Borstein

Ginger May



Taylor & White, Inc.

Consulting and Design Engineers
5300 Emerson Street • Jacksonville, Florida 32207
(904) 346-0871 • Fax (904) 346-3051
tandwinc@taylorandwhite.com

Site Investigation and Planning • Engineering Design • Construction Observation

Plotted: 08/12/2003 08:42:58 AM

Siteplan

Riverside at Julington Creek Plantation Phases I, II, III & IV

Project No.:	02090B	Scale:	1"=200'
Date:	JUNE 11, 2003	Drawn By:	M. REILLY
Sheet No.:	1	Designed by:	G. TAYLOR
		Checked by:	G. TAYLOR

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFFERENCE

ATLANTIC GULF COMMUNITIES CORPORATION
NOTICE OF ADOPTION OF DEVELOPMENT ORDER

NOTICE IS HEREBY GIVEN in accordance with Section 380.06(15)(f), Florida Statutes, that the Julington Creek Development Order, a Development of Regional Impact, adopted by the Board of County Commissioners of St. Johns County, Florida by Resolution No. 82-37 on March 23, 1982 and amended by Resolutions 82-139, 84-33, 84-53, 84-123, 84-143, 85-53, 85-150, 86-182 and 88-38 is further amended by Resolution 91-129 on August 27, 1991. The property covered by the Development Order and amendments thereto is more particularly described on Exhibit "A" which is attached hereto ("The Property").


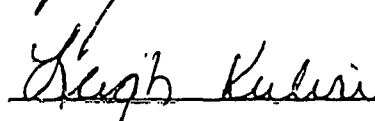
The Amended Development Order and amendments constitute a land development regulation applicable to the property.


The Development Order and amendments set forth above, are located in the St. Johns County Administration Building, St. Augustine, Florida and may be examined at that location.

The recording of this notice shall not constitute a lien, cloud, or encumbrance on real property, nor actual constructive notice of any of the same.

Signed, Sealed and Delivered
in the presence of:

ATLANTIC GULF COMMUNITIES CORPORATION
a Delaware Corporation
f/k/a General Development Corporation


Kimball D. Woodbury, Vice President
Atlantic Gulf Communities Corporation
2601 S. Bayshore Drive
Miami, FL 33133

STATE OF FLORIDA)

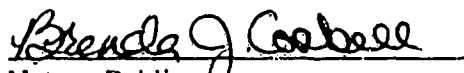
COUNTY OF DADE)ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kimball D. Woodbury, Vice President of Atlantic Gulf Communities Corporation, a Delaware Corporation, acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporation seal of said corporation. He is known to me personally and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 30th
day of September, 1992.

My Commission Expires:

Notary Public, State of Florida At Large
My Commission Expires May 15, 1993
Bonded thru Maynard Bonding Agency


Notary Public

WTR
404
4-2-17-20

EXHIBIT ALEGAL DESCRIPTION

All that tract or parcel of land being a portion of Sections 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 49 (James James Donations), 54 (Constance McFee Grant), 57 (R. Pengree Grant), Township 4 South, Range 27 East, and a portion of Sections 2, 4, 5, 38 (William Harvey Grant), 39 (Francis P. Fallo Grant), and 42 (R. Pengree Grant), Township 5 South, Range 27 East, more particularly described as follows:

Section 26, Township 4 South, Range 27 East

All of Section 26 lying South of Durbin Creek.

Section 27, Township 4 South, Range 27 East

All of Section 27 lying South of Bishop Estates Road, Durbin Creek, and lying South and East of that property formerly belonging to Sam Hagen; Less and except a 60 foot wide road right-of-way deeded to St. Johns County in Official Record Book 369, Page 550.

Section 28, Township 4 South, Range 27 East

All of Section 28 lying South of Bishop Estates Road.

Section 29, Township 4 South, Range 27 East

All of Government Lot 3, Section 29, lying South of the southerly boundary of Jullington Place as recorded in Map Book 5, Page 28; Less and except the right-of-way for Orange Avenue and Racetrack Road.

Section 30, Township 4 South, Range 27 East

All of Section 30 lying East of State Road 13 and South of Racetrack Road.

Section 31, Township 4 South, Range 27 East

All of Section 31 lying East of State Road 13 described as follows: the East 1/2 of Government Lot 1, less the North 509 feet thereof; and Government Lot 8.

Section 32, Township 4 South, Range 27 East

All of Section 32; less and except the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, and that portion of Government Lot 13 lying South of Cunningham Creek.

Section 33, Township 4 South, Range 27 East

All of Section 33; less and except Racetrack Road, that certain parcel deeded to the Diocese of St. Augustine and recorded in Official Record Book 350, Page 229, the following three parcels deeded to the School Board of St. Johns County and recorded in Official Record Book 198, Page 514, Official Record Book 237, Page 198, and Official Record Book 328, Page 644; and a 100 foot road right-of-way deeded to St. Johns County and recorded in Official Record Book 443, Page 451.

Section 34, Township 4 South, Range 27 East

All of Section 34; less and except Racetrack Road and a 60 foot wide road right-of-way deeded to St. Johns County and recorded in Official Record Book 369, Page 550.

701
PAGE 1777

Section 35, Township 4 South, Range 27 East

All of Section 35 south of Durbin Creek; less and except Racetrack Road, the West 1/2 of the Southeast 1/4 of the Southeast 1/4, and that certain parcel lying adjacent to and north of Racetrack Road being more particularly described as follows:

Commence at the intersection of the East line of Section 35 and the North right-of-way line of Racetrack Road; thence N 77° 28' 50" W along the Northerly right-of-way line of said Racetrack Road 2333.7 feet to the Point of Beginning; thence N 20° 56' 50" W, 1548.5 feet; thence S 79° 00' 40" W, 789 feet; thence S 23° 33' 10" W, 373 feet; thence S 27° 56' 50" E, 800 feet to the Northerly right-of-way line of said Racetrack Road; thence S 77° 28' 50" E along said Northerly right-of-way line at Racetrack Road to the Point of Beginning, as recorded in Official Record Book 41, Page 186.

Section 36, Township 4 South, Range 27 East

The South 1/2 of the Southwest 1/4 of Section 36; less and except Racetrack Road.

Section 49, Township 4 South, Range 27 East

(James James Donation)

That portion of Section 49 (James James Donation) lying South of Bishop Estates Road; less and except Racetrack Road and the lands now or formerly belonging to James Higginbotham as recorded in Official Record Book 2, Pages 285 and 286.

Section 54, Township 4 South, Range 27 East

(Constance McFee Grant)

All that portion of Section 54 (Constance McFee Grant) lying East of State Road 13.

Section 57, Township 4 South, Range 27 East

(Rebecca Fengree Grant)

That portion of Section 57 (Rebecca Fengree Grant) lying westerly of State Road 13.

Section 2, Township 5 South, Range 27 East

That portion of Section 2 being the East 1/2 of the Northwest 1/4 of the Northeast 1/4.

Section 4, Township 5 South, Range 27 East

That portion of Section 4 being the North 1/2, the North 1/2 of the Southeast 1/4, and the North 1/2 of the Southwest 1/4.

Section 5, Township 5 South, Range 27 East

That portion of Section 5 being the Northeast 1/4 of the Southeast 1/4 and Government Lot 1, less the North 1/2.

Section 38, Township 5 South, Range 27 East

(William Harvey Grant)

That portion of Section 38 (William Harvey Grant) lying westerly of State Road 13.

39, Township 3 South, Range 27 East

(Francis P. Fallo Grant)

That portion of Section 39 lying westerly of State Road 13 and northeasterly of Mill Creek; less and except the following described parcel:

Beginning at the intersection of the northeasterly line of Section 39 (Francis P. Fallo Grant) and the westerly right-of-way line of State Road 13; thence N 40° 10' 48" W, 102.67 feet along said northerly line of Section 39; thence S 26° 16' 55" W, 403.34 feet to the waters of Mill Creek; thence southeasterly along the waters following the meanderings of Mill Creek, 110 feet more or less to the westerly right-of-way line of State Road 13, said point being on a curve having a radius of 2814.79 feet; thence in a northeasterly direction along the arc of said curve, to the left, 310 feet more or less to the Point of Beginning. Said curve being the westerly right-of-way line of State Road 13.

Section 42, Township 3 South, Range 27 East

(Rebecca Pengree Grant)

That portion of Section 42 (Rebecca Pengree Grant) lying westerly of State Road 13, less and except the following parcels:

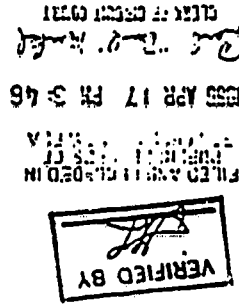
1. Beginning at the intersection of the southeasterly line of Section 42 (Rebecca Pengree Grant) and the westerly right-of-way line of State Road 13; thence N 40° 10' 48" W along said southeasterly line of Section 42, 945.12 feet; thence N 26° 16' 55" E, 471.32 feet; thence S 53° 25' 45" E,

100.00 feet to the westerly right-of-way line of State Road 13, said point being on a curve with a radius of 2814.79 feet; thence southeasterly along the arc of said curve to the right, 157.96 feet to the Point of Beginning. Said curve being the westerly right-of-way line of State Road 13.

2. Commencing at the intersection of the southeasterly line of said Section 42 and the westerly right-of-way line of State Road 13; thence northeasterly, along curve, being the westerly right-of-way line of State Road 13, to the left, having a radius of 2814.79 feet, an arc distance of 229.86 feet to the Point of Beginning; thence N 53° 25' 45" W, 471.32 feet; thence N 36° 35' 15" E, 200 feet; thence S 53° 25' 45" E, 309.92 feet to the westerly right-of-way line of State Road 13, said right-of-way being a curve with a radius of 2814.79 feet; thence along the arc of said curve, to the right, in a southwesterly direction, 212.83 feet to the Point of Beginning.

All Official Records recorded in the Public Records of St. Johns County, Florida.

All lands lying and being in St. Johns County, Florida and contain 4.150 acres more or less.



701 1779

MEMORANDUM OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT is made and entered into as of the 28th day of February, 1992 (the "Effective Date"), by and between GENERAL DEVELOPMENT CORPORATION, as Debtor in Possession under consolidated U.S. Bankruptcy Court Case #90-12231-BKC-AJC, Southern District of Florida ("Land Developer") and JULINGTON CREEK GOLF, LTD., a Florida limited partnership ("Club Developer").

RECITALS:

Land Developer is the master developer of a planned community in St. Johns County, Florida commonly known as "Julington Creek", as defined in that Development Order which has been adopted by St. Johns County, Florida under Resolution #82-37 (as same has been or may hereafter be amended from time to time) (hereinafter the "Development Order"). Land Developer has on this date conveyed to Club Developer that certain parcel of land located within Julington Creek, more particularly described on Exhibit "A" attached hereto (the "Property"). Club Developer acknowledges and agrees that a material consideration for Land Developer entering into the Purchase Agreement between the parties was Club Developer's agreement to complete development of an eighteen (18) hole golf course currently consisting of nine (9) holes, together with installation of an irrigation system and to thereafter operate and maintain on the Property an eighteen (18) hole public golf course and driving range (the "Course"), a clubhouse containing at least 4,500 square feet and including limited food service, a pro shop, a covered golf cart storage facility and a maintenance facility (collectively, the "Amenities") and an irrigation system designed for the use of the Course (the "Irrigation System") (the Course, Amenities and Irrigation System are hereinafter collectively referred to as the "Golf Facility"). Concurrent with execution of this Memorandum of Development Agreement, the parties have entered into a Development Agreement, the material terms of which are summarized in this Memorandum of Development Agreement, as follows:

Rec

25

101.00 + 13.00

In. Anastasia Title
RETURN TO:
Balsel, McKinley & Hensagen, P.A.
1661 Piccola Rd., Suite #104
Englewood, Florida 34223

1. RECITALS. The foregoing recitals are true and correct and the parties shall be bound thereby.

2. OBLIGATIONS OF CLUB DEVELOPER.

A. Club Developer has taken title to the Property subject to all zoning, planning and environmental approvals for development of the Property into the Golf Facility.

B. Club Developer is required to adhere to all development conditions and design criteria contained in the Development Order.

C. Club Developer shall not, without the prior written consent of Land Developer, change or modify any existing zoning, plat, site plan or other development plan filed with governmental agencies unless required by law or under applicable permits.

D. No later than two (2) years from the Effective Date (the "Operating Date"), the Club Developer must complete and begin operation of the Golf Facility substantially in accordance with plans and specifications and other conditions contained in the Development Agreement. If construction of the Golf Facility is not completed and open to the public by the Operating Date (subject to any delays caused by labor strikes, acts of God, war, etc.) as evidenced by satisfaction of certain conditions contained in the Development Agreement, Land Developer shall have certain remedies as more particularly set forth in paragraph 12 of the Development Agreement. In addition, in the event of (i) the filing of a foreclosure action against the Property or (ii) the failure of Club Developer to sprig and/or seed the portions of the Property designated as fairways and greens on or before August 31, 1993, then in addition to all other rights of Land Developer at law or in equity, Land Developer shall also have the option to repurchase the Property as more particularly set forth in paragraph 12 of the Development Agreement.

E. Club Developer shall be bound by the following use restrictions with respect to the Property, none of which shall be violated without Land Developer's prior written approval which shall not be unreasonably withheld:

1) No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon the Property except in connection with the driving range, the maintenance facility or as Land Developer may otherwise agree in writing;

2) No artificial vegetation shall be permitted on the exterior of the Property or the Amenities; and

3) No exterior sculpture, fountains or similar items shall be placed, erected, allowed or maintained upon the Property.

The foregoing restrictions 1) - 3) shall be binding on the Property for a period of seven (7) years after the date hereof.

F. Prior to completion and operation of the Golf Facility in accordance with the Development Agreement, Club Developer shall not sell, transfer or convey ownership of the Property or any portion thereof or interest therein without the written consent of Land Developer except to an entity in which Club Developer has at least 51% of the ownership and control.

3. DEFAULTS, REMEDIES. Upon the occurrence of a default by Club Developer under the Development Agreement, a declaration by Land Developer may be recorded among the public records that a Club Developer default has occurred under the Development Agreement in order to preserve and/or enforce any of Land Developer's rights under the Development Agreement without such declaration being deemed a slander of Club Developer's title or other cause of action in favor of Club Developer. In the event such default is properly cured, a notice dismissing such declaration shall be promptly filed by Land Developer. In the event such default is not cured, Land Developer shall have all rights available to it in law or in equity, including but not limited to the right to file a lien against the property for recovery of certain expenses and interest, as more particularly described in Paragraph 12 of the Development Agreement.

4. SUCCESSORS AND ASSIGNS. The provisions of the Development Agreement shall be binding upon the parties thereto and their respective heirs, personal representatives, successors and

assigns and shall be deemed to be covenants that run with the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Development Agreement as of the day and year first above written.

Witnesses:

[Signature]
C. Guy B. Hyl

[Signature]
Charles A. Thompson

[Signature]
C. Guy B. Hyl

[Signature]
Charles A. Thompson

GENERAL DEVELOPMENT CORPORATION,
a Delaware corporation, as
Debtor in possession under
consolidated U.S. Bankruptcy
Court Case #90-12231-BKC-AJC,
Southern District of Florida

By: [Signature]
JAY C. FERTIG
VICE PRESIDENT

JULINGTON CREEK GOLF, LTD., a
Florida limited partnership, by
Riverside Golf Group, Inc., a
Florida corporation, general
partner

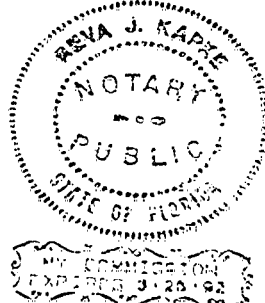
By: [Signature]
Kim F. BOSAW
VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JAY C. FERTIG, Vice President of GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, as Debtor in Possession under consolidated U.S. Bankruptcy Court Case #90-12231-BKC-AJC, Southern District of Florida, who is personally known to me or who has produced his driver's license as identification and who did/did not take an oath.
(Florida)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at JACKSONVILLE, said County and State, this 28th day of February, 1992.

[Signature]
Notary Public Reva J. Kapke
My commission expires:

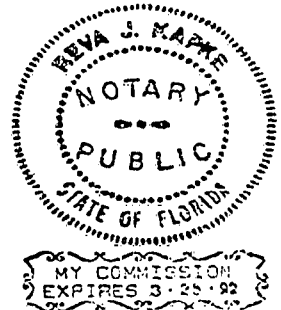


STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Kim F. Bosaw, Vice-President of Riverside Golf Group, Inc., a Florida corporation, general partner of JULINGTON CREEK GOLF, LTD., a Florida limited partnership, who is personally known to me or who has produced his driver's license as identification and who did/did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at JACKSONVILLE, said County and State, this 28th day of February, 1992.

Reva J. Kapke
Notary Public
My commission expires:



41077 (Rev. 10/1/80)

PART OF TRACTS "D" AND "E"

"A PART OF TRACT "D" AND TRACT "E" OF JULINGTON CREEK UNIT FIVE, AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "E", SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 320.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°56'12" EAST, AND A CHORD DISTANCE OF 320.35 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 75°53'22" EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 228.82 FEET; THENCE SOUTH 66°07'22" EAST, A DISTANCE OF 117.98 FEET; THENCE SOUTH 76°14'40" EAST, A DISTANCE OF 351.56 FEET; THENCE SOUTH 58°29'07" EAST, A DISTANCE OF 582.48 FEET; THENCE SOUTH 68°47'39" EAST, A DISTANCE OF 122.12 FEET; THENCE SOUTH 09°55'55" WEST, A DISTANCE OF 188.40 FEET; THENCE SOUTH 33°11'47" WEST, A DISTANCE OF 350.00 FEET; THENCE SOUTH 06°48'13" EAST, A DISTANCE OF 455.00 FEET; THENCE NORTH 66°41'47" EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 64°18'13" EAST, ALONG A NORTH LINE OF SAID TRACT "D" AND ITS WESTERLY PROJECTION THEREOF, A DISTANCE OF 220.00 FEET, TO A POINT AT THE MOST SOUTHERLY CORNER OF BLOCK 42 OF SAID JULINGTON CREEK UNIT FIVE; THENCE NORTH 53°56'10" EAST, ALONG SAID BLOCK 42, A DISTANCE OF 147.92 FEET; THENCE NORTH 21°03'56" EAST, ALONG SAID BLOCK 42, A DISTANCE OF 30.90 FEET; THENCE SOUTH 68°56'04" EAST, ALONG THE SOUTHERLY LINES OF LANDS RECORDED IN OFFICIAL RECORDS VOLUME 443, PAGE 451 AND OFFICIAL RECORDS VOLUME 328, PAGE 644 OF SAID PUBLIC RECORDS, A DISTANCE OF 798.70 FEET; THENCE SOUTH 21°03'56" WEST ALONG A LINE OF BLOCK 54, SAID JULINGTON CREEK UNIT FIVE, A DISTANCE OF 409.75 FEET; THENCE SOUTH 19°12'00" EAST ALONG A LINE OF SAID BLOCK 54, A DISTANCE OF 174.88 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 422.57 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID BLOCK 54 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 227.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°38'25" EAST AND A CHORD DISTANCE OF 225.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50°04'50" EAST, CONTINUING ALONG SAID BLOCK 54, A DISTANCE OF 63.53 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 233.57 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID BLOCK 54 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 107.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°56'03" EAST, AND A CHORD DISTANCE OF 106.25 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID BLOCK 54 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 31.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°27'24" EAST, AND A CHORD DISTANCE OF 29.16 FEET TO A POINT OF CUSP OF A CURVE LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF TEABERRY TRACE AS SHOWN

ON SAID UNIT FIVE (A 60 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 376.63 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF TEABERRY TRACE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 106.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°47'56" WEST, AND A CHORD DISTANCE OF 106.38 FEET TO A POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG BLOCK 53 AS SHOWN ON SAID JULINGTON CREEK UNIT FIVE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 43.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 18°26'16" EAST AND A CHORD DISTANCE OF 38.46 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 173.57 FEET; THENCE NORTHWESTERLY ALONG SAID BLOCK 53 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 55.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°57'53" WEST, AND A CHORD DISTANCE OF 55.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°04'50" WEST CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 63.53 FEET; TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 482.57 FEET; THENCE NORTHWESTERLY ALONG SAID BLOCK 53 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 260.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 34°38'25" WEST, AND A CHORD DISTANCE OF 256.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°12'00" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 137.51 FEET; THENCE NORTH 67°45'00" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 121.38 FEET; THENCE SOUTH 76°49'39" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 144.81 FEET; THENCE SOUTH 26°13'50" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 105.59 FEET; THENCE SOUTH 12°47'00" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 122.02 FEET; THENCE SOUTH 54°46'57" EAST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 83.23 FEET; THENCE SOUTH 33°59'47" EAST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 207.46 FEET; THENCE SOUTH 40°45'36" EAST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 311.62 FEET TO A POINT IN THE AFOREMENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE OF TEABERRY TRACE, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 378.63 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 162.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°18'56" WEST, AND A CHORD DISTANCE OF 161.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 76.80 FEET, TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 40.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46°53'06" WEST, AND A CHORD DISTANCE OF 36.50 FEET, TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED DURBIN CREEK BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 2494.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°38'44" WEST, AND A CHORD DISTANCE OF

2392.26 FEET TO A POINT ON SAID CURVE; THENCE NORTH 59°39'50" EAST LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 20.53 FEET; THENCE NORTH 30°20'10" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 59°39'50" EAST, A DISTANCE OF 364.77 FEET; THENCE SOUTH 72°34'06" EAST, A DISTANCE OF 262.76 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT "E"; THENCE NORTH 11°48'06" WEST LEAVING SAID CORNER OF TRACT "E", A DISTANCE OF 566.21 FEET; THENCE NORTH 31°46'43" EAST, A DISTANCE OF 406.19 FEET TO A POINT ON A NORTHERLY LINE OF SAID TRACT "E"; THENCE NORTH 69°13'17" WEST ALONG SAID NORTHERLY LINE OF TRACT "E", A DISTANCE OF 520.59 FEET; THENCE NORTH 74°17'17" WEST, CONTINUING ALONG A NORTHERLY LINE OF SAID TRACT "E", A DISTANCE OF 514.44 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 65.65 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 65.65 ACRE TRACT OF LAND BEING SUBJECT TO A 2.96 ACRE EASEMENT TO JACKSONVILLE ELECTRIC AUTHORITY AS RECORDED IN OFFICIAL RECORDS VOLUME 705, PAGES 473 AND 474 OF THE PUBLIC RECORDS OF SAID COUNTY.

VER. LEG

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EXHIBIT "A" (continued)

PARCEL ONE

A PART OF TRACT "H" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 69°40'53" WEST, ALONG A NORTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 95.82 FEET; THENCE SOUTH 46°18'41" WEST, CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 227.37 FEET; THENCE SOUTH 52°42'10" WEST, CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 924.03 FEET; THENCE SOUTH 75°54'44" WEST LEAVING SAID NORTH LINE OF TRACT "M", A DISTANCE OF 119.65 FEET; THENCE NORTH 87°24'49" WEST, A DISTANCE OF 95.71 FEET; THENCE NORTH 72°47'14" WEST, A DISTANCE OF 111.18 FEET; THENCE NORTH 16°44'46" WEST, A DISTANCE OF 95.94 FEET, TO A POINT AT A CORNER TO BLOCK 10 OF THE AFORESAID JULINGTON CREEK UNIT ONE; THENCE NORTH 52°08'35" EAST ALONG A SOUTHERLY LINE OF JULINGTON CREEK UNIT ONE, BLOCK 10, A DISTANCE OF 712.63 FEET; THENCE NORTH 58°40'10" EAST, CONTINUING ALONG SAID BLOCK 10, A DISTANCE OF 489.76 FEET; THENCE NORTH 45°30'17" EAST, CONTINUING ALONG SAID BLOCK 10, A DISTANCE OF 322.06 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 248.70 FEET; THENCE SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 119.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 33°10'22" EAST AND A CHORD DISTANCE OF 117.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°27'04" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 178.89 FEET TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 9.30 ACRES MORE OR LESS.

ABOVE DESCRIBED 9.30 ACRE TRACT OF LAND BEING SUBJECT TO A 40 FOOT WIDE DRAINAGE EASEMENT, SAID EASEMENT LYING 40.00 FEET WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 69°40'53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 19°27'04" WEST, A DISTANCE OF 179.50 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 208.70 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 101.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 33°24'11" WEST AND A CHORD DISTANCE OF 100.64 FEET TO A POINT ON SAID CURVE; THENCE NORTH 45°30'17" EAST, A DISTANCE OF 40.04 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 248.70 FEET; THENCE SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 119.12 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING OF SOUTH 33°10'22" EAST, AND A CHORD DISTANCE OF 117.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°27'04" EAST CONTINUING ALONG THE SAID WESTERLY LINE OF LOLLY LOOP, A DISTANCE OF 176.89 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.26 ACRES MORE OR LESS.

PARCEL TWO

A PART OF TRACT "H" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT "H", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 516.06 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 19.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°16'54" EAST, AND A CHORD DISTANCE OF 19.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°20'13" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 349.69 FEET; TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°17'51" WEST, AND A CHORD DISTANCE OF 35.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°55'57" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON SAID MAP OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 593.69 FEET, TO A POINT OF CURVE A OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 904.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°16'25" WEST, AND A CHORD DISTANCE OF 897.67 FEET TO A POINT ON SAID CURVE; THENCE NORTH 05°08'13" WEST, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 209.37 FEET; THENCE NORTH 85°08'13" WEST TO ITS INTERSECTION WITH THE EASTERLY LINE OF TRACT "E" AS SHOWN ON SAID JULINGTON CREEK UNIT ONE, A DISTANCE OF 295.00 FEET; THENCE NORTH 04°51'47" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 415.00 FEET; THENCE SOUTH 85°08'13" EAST, A DISTANCE OF 280.00 FEET; THENCE NORTH 47°51'47" EAST, A DISTANCE OF 340.00 FEET; THENCE SOUTH 53°42'39" EAST, A DISTANCE OF 132.18 FEET; THENCE SOUTH 33°51'47" WEST, A DISTANCE OF 539.61 FEET; THENCE NORTH 70°45'38" EAST, ALONG A SOUTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 393.53 FEET; THENCE NORTH 74°49'33" EAST, CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 683.84 FEET; THENCE NORTH 43°32'30" EAST, A DISTANCE OF 248.09 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 16.76 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 16.76 ACRE TRACT BEING SUBJECT TO A 40 FOOT WIDE DRAINAGE EASEMENT, SAID EASEMENT BEING 40.00 FEET WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT BEGINNING COMMENCE AT THE SOUTHEASTERLY CORNER OF TRACT "H", SAID CORNER LYING ON THE

WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT) SAID POINT LYING ON A CURVE SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 516.06 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 19.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°16'54" EAST AND A CHORD DISTANCE OF 19.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°20'15" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 349.69 FEET TO THE POINT OF CURVE OF A CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°17'51" WEST AND A CHORD DISTANCE OF 35.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°55'57" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON SAID MAP OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT) A DISTANCE OF 14.45 FEET; THENCE NORTH 26°20'15" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 378.59 FEET; THENCE NORTH 43°32'30" EAST, A DISTANCE OF 42.97 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.35 ACRES MORE OR LESS.

42/10/04 56

PART OF TRACT "K"

A PART OF TRACT "K", AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 15, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF TRACT "P" OF SAID JULINGTON CREEK UNIT ONE, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT "K", OF SAID JULINGTON CREEK UNIT ONE; THENCE NORTH 60°00'22" WEST ALONG THE NORTHEASTERLY LINE OF TRACT "G-4", A DISTANCE OF 160.79 FEET; THENCE NORTH 36°46'15" WEST, CONTINUING ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 85.72 FEET; THENCE NORTH 53°40'26" EAST, LEAVING THE NORTHWESTERLY LINE OF SAID TRACT "G-4" A DISTANCE OF 476.52 FEET; THENCE NORTH 86°50'06" EAST, A DISTANCE OF 393.12 FEET; THENCE SOUTH 75°29'00" EAST, A DISTANCE OF 150.16 FEET; THENCE NORTH 31°59'47" EAST, A DISTANCE OF 45.65 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 5, SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 75°58'33" EAST, ALONG THE SAID SOUTHERLY LINE OF BLOCK 5, SAID JULINGTON CREEK UNIT ONE, A DISTANCE OF 399.91 FEET; THENCE SOUTH 61°40'57" EAST, CONTINUING ALONG SAID SOUTHERLY LINE OF BLOCK 5, A DISTANCE OF 119.73 FEET; THENCE NORTH 35°00'15" EAST, ALONG AN EASTERLY LINE, OF BLOCK 5, TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF LARKSPUR LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 130.00 FEET, TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 644.11 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LARKSPUR LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 131.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°09'49" EAST, AND A CHORD DISTANCE OF 130.90 FEET, TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 469.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 220.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°46'58" EAST, AND A CHORD DISTANCE OF 218.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°14'03" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.36 FEET; TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 35.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 29°11'40" EAST, AND A CHORD DISTANCE OF 32.83 FEET; TO A POINT OF REVERSE CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 152.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°13'45" WEST, AND A CHORD DISTANCE OF 152.29 FEET TO A POINT ON SAID CURVE; THENCE NORTH 81°24'30" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AND ALONG THE NORTHERLY LINE OF SAID TRACT "P", A DISTANCE OF 901.29 FEET; THENCE SOUTH 87°07'38" WEST, CONTINUING

ALONG SAID TRACT "P". A DISTANCE OF 558.70 FEET; THENCE SOUTH
51°41'33" WEST, CONTINUING ALONG SAID TRACT "P", A DISTANCE OF
201.69 FEET, TO THE POINT OF BEGINNING.

CONTAINING 11.18 ACRES MORE OR LESS.
SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON
FEBRUARY 11, 1992.

EXHIBIT "A" (continued)

PART OF TRACT "J"

O.R. 929 PG 0847

A PART OF TRACT "J" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF TRACT "N", JULINGTON CREEK UNIT ONE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF TRACT "J" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 51°41'33" WEST, ALONG A NORTH LINE OF THE AFORESAID TRACT "N" OF JULINGTON CREEK UNIT ONE, A DISTANCE OF 208.56 FEET; THENCE SOUTH 60°16'09" WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 510.15 FEET; THENCE SOUTH 69°40'53" WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 171.31 FEET; THENCE NORTH 11°10'59" WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 162.22 FEET; THENCE NORTH 24°13'09" EAST, A DISTANCE OF 263.54 FEET, TO A POINT ON THE SOUTH LINE OF BLOCK 12 OF THE AFORESAID JULINGTON CREEK UNIT ONE; THENCE NORTH 68°52'59" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 466.31 FEET; THENCE NORTH 47°03'43" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 199.56 FEET TO THE WESTERLY LINE OF TRACT "G-4" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 28°20'54" EAST, ALONG THE WESTERLY LINE OF SAID TRACT "G-4", A DISTANCE OF 89.15 FEET; THENCE SOUTH 20°09'04" EAST, A DISTANCE OF 195.15 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 5.65 ACRES MORE OR LESS.

000.053

PART OF TRACT "J"

A PART OF TRACT "J" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF TRACT "N", JULINGTON CREEK UNIT ONE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF TRACT "J" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 51°41'33" WEST, ALONG A NORTH LINE OF THE AFORESAID TRACT "N" OF JULINGTON CREEK UNIT ONE, A DISTANCE OF 208.56 FEET; THENCE SOUTH 60°16'09" WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 510.15 FEET; THENCE SOUTH 69°40'53" WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 171.31 FEET; THENCE NORTH 11°10'59" WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 162.22 FEET; THENCE NORTH 24°13'09" EAST, A DISTANCE OF 263.54 FEET, TO A POINT ON THE SOUTH LINE OF BLOCK 12 OF THE AFORESAID JULINGTON CREEK UNIT ONE; THENCE NORTH 68°52'59" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 466.31 FEET; THENCE NORTH 47°03'43" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 199.56 FEET TO THE WESTERLY LINE OF TRACT "G-4" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 28°20'54" EAST, ALONG THE WESTERLY LINE OF SAID TRACT "G-4", A DISTANCE OF 89.15 FEET; THENCE SOUTH 20°09'04" EAST, A DISTANCE OF 195.15 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 5.65 ACRES MORE OR LESS.

11.1.55

TRACT "L" JULINGTON CREEK

91208.03

BEING ALL OF TRACT "L" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF TRACT "N" AS SHOWN ON SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 43°32'30" EAST ALONG A SOUTHERLY LINE OF TRACT "N" A DISTANCE OF 686.53 FEET; THENCE NORTH 57°21'52" EAST CONTINUING ALONG A SOUTHERLY LINE OF TRACT "N" A DISTANCE OF 693.07 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF TRACT "G-4" AS SHOWN ON SAID PLAT OF JULINGTON CREEK UNIT ONE; THENCE NORTH 67°27'59" EAST ALONG A SOUTHERLY LINE OF TRACT "G-4" A DISTANCE OF 160.08 FEET; THENCE SOUTH 77°36'06" EAST CONTINUING ALONG A SOUTH LINE OF TRACT "G-4" A DISTANCE OF 286.64 FEET; THENCE SOUTH 42°40'59" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 445.56 FEET; THENCE NORTH 71°43'59" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 404.65 FEET; THENCE NORTH 74°41'56" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 111.18 FEET; THENCE NORTH 37°02'53" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 143.45 FEET; THENCE SOUTH 47°00'30" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 82.01 FEET; THENCE NORTH 65°03'21" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 90.36 FEET TO A POINT ON A LINE OF BLOCK 7, JULINGTON CREEK UNIT ONE; THENCE SOUTH 34°38'34" WEST CONTINUING ALONG LINES OF SAID BLOCK 7, A DISTANCE OF 37.55 FEET; THENCE SOUTH 21°36'08" EAST CONTINUING ALONG SAID BLOCK 7, A DISTANCE OF 160.26 FEET; THENCE NORTH 87°56'07" EAST CONTINUING ALONG SAID BLOCK 7, A DISTANCE OF 99.68 FEET; THENCE SOUTH 49°30'43" EAST CONTINUING ALONG SAID BLOCK 7, A DISTANCE OF 601.05 FEET; THENCE NORTH 54°01'10" EAST CONTINUING ALONG A SOUTHERLY LINE OF SAID BLOCK 7 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 93.50 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 2700.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 223.40 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°29'58" EAST AND A CHORD DISTANCE OF 223.34 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.12 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°49'00" WEST AND A CHORD DISTANCE OF 34.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON THE SAID PLAT OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 56°30'03" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 185.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY

RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 162.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°35'45" WEST AND A CHORD DISTANCE OF 161.77 FEET TO A POINT ON SAID CURVE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF BLOCK 8 AS SHOWN ON SAID JULINGTON CREEK UNIT ONE; THENCE NORTH 26°44'45" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND WITH LINES OF SAID BLOCK 8, A DISTANCE OF 141.79 FEET; THENCE NORTH 56°03'41" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 357.66 FEET; THENCE NORTH 69°57'14" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 806.10 FEET; THENCE NORTH 81°31'06" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 115.26 FEET; THENCE SOUTH 87°04'56" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 412.53 FEET; THENCE SOUTH 75°43'05" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 113.51 FEET; THENCE SOUTH 66°55'38" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 294.08 FEET; THENCE SOUTH 65°44'46" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 398.63 FEET; THENCE SOUTH 54°30'56" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 124.04 FEET; THENCE SOUTH 45°00'00" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 155.56 FEET; THENCE SOUTH 17°15'32" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 107.86 FEET; THENCE SOUTH 19°30'29" EAST CONTINUING ALONG LINES OF SAID BLOCK 8 TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD, A DISTANCE OF 171.59 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 2300.01 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE NORTHERLY LINE OF SAID DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 219.74 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°45'18" WEST AND A CHORD DISTANCE OF 219.65 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS 25.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG THE NORTHERLY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°39'35" WEST AND A CHORD DISTANCE OF 34.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP; THENCE NORTH 26°20'15" WEST CONTINUING ALONG THE EASTERLY LINE OF SAID LOLLY LOOP, A DISTANCE OF 352.13 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 456.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 41.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°43'23" WEST AND A CHORD DISTANCE OF 41.61 FEET TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS DATED ON FEBRUARY 11, 1992, 28.34 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 28.34 ACRE TRACT OF LAND BEING SUBJECT TO A 25 FOOT WIDE DRAINAGE EASEMENT, SAID EASEMENT LYING 25.00 FEET EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF TRACT "N" AS SHOWN ON SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE EASTERLY RIGHT-

OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 43°32'30" EAST, A DISTANCE OF 27.85 FEET TO A POINT ON A CURVE. SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 431.06 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 51.27 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 22°55'49" EAST AND A CHORD DISTANCE OF 51.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°20'15" EAST, A DISTANCE OF 377.13 FEET TO A POINT ON A CURVE, SAID POINT BEING THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON SAID MAP OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 2300.01 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 0.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°01'32" WEST AND A CHORD DISTANCE OF 0.59 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°39'35" WEST AND A CHORD DISTANCE OF 34.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP; THENCE NORTH 26°20'15" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, A DISTANCE OF 352.13 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 456.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 41.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°43'23" WEST AND A CHORD DISTANCE OF 41.61 FEET TO THE POINT OF BEGINNING.

SAID BASEMENT CONTAINS 0.24 ACRES MORE OR LESS.

TRACTS "I" AND "J"

A PART OF SECTIONS 32 AND 33, TOWNSHIP 4 SOUTH, RANGE 27 EAST TOGETHER WITH A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1288 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE BEING RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF TRACT "L", SAID CORNER LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD BY JULINGTON CREEK UNIT FIVE AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT). SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 146.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°54'39" EAST AND A CHORD DISTANCE OF 146.77 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°14'03" EAST, AND A CHORD DISTANCE OF 72.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 175.37 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 77.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°06'38" EAST, AND A CHORD DISTANCE OF 77.60 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 03°19'21" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 154.21 FEET; THENCE SOUTH 22°43'50" EAST, A DISTANCE OF 108.07 FEET; THENCE SOUTH 37°58'07" EAST, A DISTANCE OF 108.32 FEET; THENCE SOUTH 52°20'00" EAST, A DISTANCE OF 409.56 FEET; THENCE SOUTH 50°21'54" EAST, A DISTANCE OF 78.12 FEET; THENCE SOUTH 45°21'21" EAST, A DISTANCE OF 87.68 FEET; THENCE SOUTH 40°02'16" EAST, A DISTANCE OF 87.68 FEET; THENCE SOUTH 35°00'55" EAST, A DISTANCE OF 77.94 FEET; THENCE SOUTH 30°26'34" EAST, A DISTANCE OF 78.48 FEET; THENCE SOUTH 29°10'00" EAST, A DISTANCE OF 589.12 FEET; THENCE SOUTH 43°12'50" EAST, A DISTANCE OF 107.26 FEET; THENCE SOUTH 56°20'50" EAST, A DISTANCE OF 107.02 FEET; THENCE SOUTH 74°19'34" EAST, A DISTANCE OF 107.02 FEET; THENCE SOUTH 23°18'53" EAST, A DISTANCE OF 116.08 FEET; THENCE SOUTH 10°48'08" EAST, A DISTANCE OF 27.01 FEET; THENCE SOUTH 40°53'43" EAST, A DISTANCE OF 64.75 FEET; THENCE SOUTH 67°22'27" EAST, A DISTANCE OF 46.07 FEET; THENCE SOUTH 81°59'38" EAST, A DISTANCE OF 35.53 FEET; THENCE NORTH 83°17'55" EAST, A DISTANCE OF 47.83 FEET; THENCE NORTH 83°12'51" EAST, A DISTANCE OF 65.95 FEET; THENCE NORTH 87°39'07" EAST, A DISTANCE OF 73.58 FEET; THENCE SOUTH 61°42'03" EAST, A

DISTANCE OF 13.14 FEET; THENCE SOUTH 29°21'27" EAST, A DISTANCE OF 35.31 FEET; THENCE SOUTH 77°32'03" EAST, A DISTANCE OF 33.72 FEET; THENCE SOUTH 82°50'42" EAST, A DISTANCE OF 66.14 FEET; THENCE SOUTH 56°02'57" EAST, A DISTANCE OF 66.43 FEET; THENCE SOUTH 38°02'09" EAST, A DISTANCE OF 57.38 FEET; THENCE SOUTH 26°39'29" EAST, A DISTANCE OF 118.28 FEET; THENCE SOUTH 31°24'54" EAST, A DISTANCE OF 119.81 FEET; THENCE SOUTH 63°16'05" EAST, A DISTANCE OF 98.16 FEET; THENCE SOUTH 63°21'53" EAST, A DISTANCE OF 81.79 FEET; THENCE SOUTH 71°17'18" EAST, A DISTANCE OF 63.57 FEET; THENCE SOUTH 78°42'54" EAST, A DISTANCE OF 62.41 FEET; THENCE SOUTH 80°52'01" EAST, A DISTANCE OF 31.78 FEET; THENCE SOUTH 89°16'23" EAST, A DISTANCE OF 37.22 FEET; THENCE SOUTH 75°29'58" EAST, A DISTANCE OF 25.50 FEET; THENCE SOUTH 47°27'13" EAST, A DISTANCE OF 39.88 FEET; THENCE SOUTH 06°48'57" EAST, A DISTANCE OF 28.72 FEET; THENCE SOUTH 21°43'41" EAST, A DISTANCE OF 26.04 FEET; THENCE SOUTH 35°51'43" EAST, A DISTANCE OF 34.35 FEET; THENCE SOUTH 46°15'53" EAST, A DISTANCE OF 138.98 FEET; THENCE SOUTH 67°56'48" EAST, A DISTANCE OF 25.85 FEET; THENCE SOUTH 71°03'28" EAST, A DISTANCE OF 77.55 FEET; THENCE SOUTH 04°40'00" WEST, A DISTANCE OF 372.82 FEET; THENCE SOUTH 53°40'00" WEST, A DISTANCE OF 250.00 FEET; THENCE NORTH 82°28'37" WEST, A DISTANCE OF 55.93 FEET; THENCE NORTH 66°29'35" WEST, A DISTANCE OF 116.93 FEET; THENCE SOUTH 89°23'55" WEST, A DISTANCE OF 93.43 FEET; THENCE SOUTH 58°26'05" WEST, A DISTANCE OF 36.52 FEET; THENCE NORTH 44°14'22" WEST, A DISTANCE OF 83.66 FEET; THENCE NORTH 85°15'00" WEST, A DISTANCE OF 156.82 FEET; THENCE SOUTH 37°32'59" WEST, A DISTANCE OF 54.88 FEET; THENCE SOUTH 13°39'13" EAST, A DISTANCE OF 236.16 FEET; THENCE SOUTH 35°51'47" WEST, A DISTANCE OF 232.51 FEET; THENCE SOUTH 35°21'53" EAST, A DISTANCE OF 71.76 FEET; THENCE SOUTH 59°30'03" WEST, A DISTANCE OF 141.24 FEET; THENCE SOUTH 57°29'37" WEST, A DISTANCE OF 43.81 FEET; THENCE SOUTH 55°35'23" WEST, A DISTANCE OF 75.41 FEET; THENCE SOUTH 48°40'19" WEST, A DISTANCE OF 30.38 FEET; THENCE SOUTH 45°30'45" WEST, A DISTANCE OF 37.76 FEET; THENCE SOUTH 48°29'09" WEST, A DISTANCE OF 50.65 FEET; THENCE SOUTH 36°54'17" WEST, A DISTANCE OF 52.39 FEET; THENCE SOUTH 20°26'35" WEST, A DISTANCE OF 51.59 FEET; THENCE SOUTH 14°02'46" WEST, A DISTANCE OF 39.27 FEET; THENCE SOUTH 08°29'48" WEST, A DISTANCE OF 40.28 FEET; THENCE SOUTH 05°10'05" EAST, A DISTANCE OF 49.34 FEET; THENCE SOUTH 00°30'10" WEST, A DISTANCE OF 46.81 FEET; THENCE SOUTH 06°23'20" WEST, A DISTANCE OF 30.68 FEET; THENCE SOUTH 18°09'52" WEST, A DISTANCE OF 59.70 FEET; THENCE SOUTH 24°39'49" WEST, A DISTANCE OF 52.00 FEET; THENCE SOUTH 19°02'53" WEST, A DISTANCE OF 56.43 FEET; THENCE SOUTH 01°10'32" WEST, A DISTANCE OF 29.25 FEET; THENCE SOUTH 23°55'15" EAST, A DISTANCE OF 40.73 FEET; THENCE SOUTH 42°15'11" EAST, A DISTANCE OF 59.87 FEET; THENCE SOUTH 79°42'56" EAST, A DISTANCE OF 17.10 FEET; THENCE SOUTH 14°54'16" EAST, A DISTANCE OF 66.06 FEET; THENCE SOUTH 03°51'00" WEST, A DISTANCE OF 99.61 FEET; THENCE SOUTH 02°30'00" EAST, ALONG A LINE TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD BY JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18. PAGES 33 THROUGH 51 INCLUSIVE OF SAID

TRACTS "I" & "J" PAGE 2

PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 524.09 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2099.86 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1263.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 81°58'11" WEST, AND A CHORD DISTANCE OF 1244.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°43'59" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 328.10 FEET; THENCE NORTH 30°06'53" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 302.28 FEET; THENCE NORTH 35°10'13" WEST, A DISTANCE OF 189.59 FEET; THENCE NORTH 25°54'29" WEST, A DISTANCE OF 207.18 FEET; THENCE NORTH 69°50'00" EAST (AT 121.39 FEET PASSING THROUGH REFERENCE POINT "A"), A DISTANCE OF 296.84 FEET; THENCE SOUTH 30°10'45" EAST, A DISTANCE OF 205.51 FEET; THENCE SOUTH 28°17'05" EAST, A DISTANCE OF 225.41 FEET; THENCE SOUTH 38°32'32" EAST, A DISTANCE OF 74.72 FEET; THENCE SOUTH 52°51'05" EAST, A DISTANCE OF 200.91 FEET; THENCE SOUTH 52°49'42" EAST, A DISTANCE OF 194.96 FEET; THENCE SOUTH 76°02'56" EAST, A DISTANCE OF 335.00 FEET; THENCE NORTH 72°15'16" EAST, A DISTANCE OF 386.42 FEET; THENCE NORTH 18°32'18" EAST, A DISTANCE OF 234.31 FEET; THENCE NORTH 12°30'39" WEST, A DISTANCE OF 72.98 FEET; THENCE NORTH 08°16'27" EAST, A DISTANCE OF 89.43 FEET; THENCE NORTH 41°12'05" WEST, A DISTANCE OF 97.98 FEET; THENCE NORTH 04°22'31" WEST, A DISTANCE OF 107.61 FEET; THENCE NORTH 06°45'45" WEST, A DISTANCE OF 59.72 FEET; THENCE NORTH 26°05'52" EAST, A DISTANCE OF 80.75 FEET; THENCE NORTH 29°05'32" EAST, A DISTANCE OF 57.94 FEET; THENCE NORTH 53°12'33" EAST, A DISTANCE OF 80.13 FEET; THENCE NORTH 27°02'10" EAST, A DISTANCE OF 64.39 FEET; THENCE NORTH 27°01'35" EAST, A DISTANCE OF 65.56 FEET; THENCE NORTH 48°01'06" EAST, A DISTANCE OF 86.12 FEET; THENCE NORTH 26°40'24" EAST, A DISTANCE OF 72.36 FEET; THENCE NORTH 31°51'37" EAST, A DISTANCE OF 50.64 FEET; THENCE NORTH 26°28'10" EAST, A DISTANCE OF 90.06 FEET; THENCE NORTH 33°27'35" EAST, A DISTANCE OF 55.03 FEET; THENCE NORTH 26°47'15" EAST, A DISTANCE OF 42.18 FEET; THENCE NORTH 86°32'06" EAST, A DISTANCE OF 51.52 FEET; THENCE NORTH 84°06'30" EAST, A DISTANCE OF 39.31 FEET; THENCE SOUTH 88°51'32" EAST, A DISTANCE OF 27.45 FEET; THENCE NORTH 22°20'52" EAST, A DISTANCE OF 219.46 FEET; THENCE NORTH 23°33'26" WEST, A DISTANCE OF 252.97 FEET; THENCE NORTH 47°27'39" WEST, A DISTANCE OF 70.66 FEET; THENCE NORTH 11°17'36" WEST, A DISTANCE OF 102.70 FEET; THENCE NORTH 07°32'08" WEST, A DISTANCE OF 46.75 FEET; THENCE NORTH 05°53'40" WEST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 84°44'18" EAST, A DISTANCE OF 51.17 FEET; THENCE NORTH 00°57'33" EAST, A DISTANCE OF 43.10 FEET; THENCE NORTH 31°44'34" EAST, A DISTANCE OF 54.69 FEET; THENCE SOUTH 72°08'11" EAST, A DISTANCE OF 39.75 FEET; THENCE SOUTH 43°29'18" EAST, A DISTANCE OF 67.98 FEET; THENCE SOUTH 55°29'04" EAST, A DISTANCE OF 62.10 FEET; THENCE SOUTH 68°41'41" EAST, A DISTANCE OF 66.43 FEET; THENCE SOUTH 70°16'52" EAST, A DISTANCE OF 71.46 FEET; THENCE SOUTH 68°14'50" EAST, A DISTANCE OF 67.00 FEET; THENCE NORTH 89°32'48" EAST, A DISTANCE OF 35.26 FEET; THENCE NORTH 38°54'24" EAST, A DISTANCE OF 36.35 FEET; THENCE SOUTH 57°48'23" EAST, A

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DISTANCE OF 54.59 FEET; THENCE NORTH 76°21'15" EAST, A DISTANCE OF 85.57 FEET; THENCE SOUTH 85°05'03" EAST, A DISTANCE OF 77.67 FEET; THENCE SOUTH 86°05'08" EAST, A DISTANCE OF 42.98 FEET; THENCE SOUTH 31°37'39" EAST, A DISTANCE OF 77.02 FEET; THENCE NORTH 87°15'57" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 82°48'30" EAST, A DISTANCE OF 24.05 FEET; THENCE SOUTH 07°11'30" WEST, A DISTANCE OF 41.12 FEET; THENCE SOUTH 36°53'17" EAST, A DISTANCE OF 10.10 FEET; THENCE SOUTH 84°40'24" EAST, A DISTANCE OF 43.97 FEET; THENCE NORTH 25°39'30" EAST, A DISTANCE OF 42.32 FEET; THENCE NORTH 53°32'46" EAST, A DISTANCE OF 62.00 FEET; THENCE NORTH 25°39'30" EAST, A DISTANCE OF 84.23 FEET; THENCE NORTH 32°49'26" WEST, A DISTANCE OF 183.95 FEET; THENCE NORTH 57°52'07" WEST, A DISTANCE OF 98.45 FEET; THENCE NORTH 79°38'53" WEST, A DISTANCE OF 55.42 FEET; THENCE NORTH 78°25'26" WEST, A DISTANCE OF 51.12 FEET; THENCE NORTH 72°50'39" WEST, A DISTANCE OF 57.43 FEET; THENCE NORTH 34°06'22" WEST, A DISTANCE OF 65.91 FEET; THENCE NORTH 38°07'50" WEST, A DISTANCE OF 68.47 FEET; THENCE NORTH 56°59'20" WEST, A DISTANCE OF 89.68 FEET; THENCE NORTH 33°28'07" WEST, A DISTANCE OF 66.57 FEET; THENCE NORTH 81°37'12" WEST, A DISTANCE OF 47.48 FEET; THENCE NORTH 59°48'56" WEST, A DISTANCE OF 84.50 FEET; THENCE NORTH 68°27'04" WEST, A DISTANCE OF 53.70 FEET; THENCE SOUTH 76°51'07" WEST, A DISTANCE OF 60.44 FEET; THENCE NORTH 67°18'34" WEST, A DISTANCE OF 51.11 FEET; THENCE NORTH 70°55'54" WEST, A DISTANCE OF 65.37 FEET; THENCE NORTH 58°16'00" WEST, A DISTANCE OF 97.55 FEET; THENCE NORTH 60°32'18" WEST, A DISTANCE OF 71.10 FEET; THENCE NORTH 05°45'36" EAST, A DISTANCE OF 45.35 FEET; THENCE NORTH 46°52'52" WEST, A DISTANCE OF 57.24 FEET; THENCE NORTH 88°26'07" WEST, A DISTANCE OF 19.72 FEET; THENCE NORTH 68°12'06" WEST, A DISTANCE OF 88.42 FEET; THENCE NORTH 38°00'04" WEST, A DISTANCE OF 62.54 FEET; THENCE NORTH 86°44'46" WEST, A DISTANCE OF 50.04 FEET; THENCE NORTH 69°33'51" WEST, A DISTANCE OF 67.83 FEET; THENCE NORTH 38°27'48" WEST, A DISTANCE OF 59.08 FEET; THENCE NORTH 37°11'13" WEST, A DISTANCE OF 18.96 FEET; THENCE NORTH 41°24'39" WEST, A DISTANCE OF 67.57 FEET; THENCE NORTH 45°06'05" WEST, A DISTANCE OF 67.62 FEET; THENCE NORTH 05°44'01" EAST, A DISTANCE OF 73.26 FEET; THENCE NORTH 48°46'26" EAST, A DISTANCE OF 11.29 FEET; THENCE NORTH 46°52'52" WEST, A DISTANCE OF 275.60 FEET; THENCE SOUTH 83°04'10" WEST, A DISTANCE OF 69.77 FEET; THENCE NORTH 81°43'51" WEST, A DISTANCE OF 76.31 FEET; THENCE NORTH 72°47'43" WEST, A DISTANCE OF 76.49 FEET; THENCE NORTH 25°57'04" WEST, A DISTANCE OF 69.73 FEET; THENCE NORTH 50°32'59" WEST, A DISTANCE OF 25.76 FEET; THENCE NORTH 42°12'54" WEST, A DISTANCE OF 68.89 FEET; THENCE NORTH 10°07'00" WEST, A DISTANCE OF 38.39 FEET; THENCE NORTH 44°49'52" WEST, A DISTANCE OF 69.01 FEET; THENCE NORTH 29°43'52" WEST, A DISTANCE OF 94.63 FEET; THENCE NORTH 03°34'15" WEST, A DISTANCE OF 75.73 FEET; THENCE NORTH 41°04'49" WEST, A DISTANCE OF 270.29 FEET; THENCE NORTH 51°50'36" WEST, A DISTANCE OF 60.72 FEET; THENCE NORTH 52°59'14" WEST, A DISTANCE OF 96.63 FEET; THENCE NORTH 44°44'05" WEST, A DISTANCE OF 91.38 FEET; THENCE NORTH 21°36'32" WEST, A DISTANCE OF 65.90 FEET; THENCE NORTH 10°59'57" WEST, A DISTANCE OF 75.80 FEET; THENCE NORTH 35°07'40" WEST, A DISTANCE OF 74.48 FEET; THENCE NORTH 29°04'47" WEST, A

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DISTANCE OF 58.34 FEET; THENCE NORTH 51°59'43" WEST, A DISTANCE OF 53.26 FEET; THENCE NORTH 44°19'57" WEST, A DISTANCE OF 66.60 FEET; THENCE NORTH 15°46'35" WEST, A DISTANCE OF 33.89 FEET; THENCE SOUTH 34°55'31" WEST, A DISTANCE OF 210.69 FEET TO REFERENCE POINT "B", THENCE NORTH 48°17'21" WEST. A DISTANCE OF 100.70 FEET; THENCE NORTH 34°55'31" EAST, A DISTANCE OF 162.32 FEET; THENCE NORTH 87°19'27" WEST, A DISTANCE OF 44.20 FEET; THENCE NORTH 27°17'47" WEST, A DISTANCE OF 47.48 FEET; THENCE NORTH 12°00'27" WEST, A DISTANCE OF 50.67 FEET; THENCE NORTH 19°21'14" WEST, A DISTANCE OF 59.23 FEET; THENCE NORTH 00°56'59" WEST, A DISTANCE OF 152.95 FEET, TO THE POINT OF BEGINNING. CONTAINING 49.37 ACRES MORE OR LESS, SURVEY MADE ON FEBRUARY 27, 1992.

TOGETHER WITH TRACT "J" FOR A POINT OF REFERENCE, RETURN TO AFORESAID REFERENCE POINT "B" IN THE ABOVE DESCRIBED 49.37 ACRE TRACT "I"; THENCE SOUTH 34°55'31" WEST, A DISTANCE OF 264.69 FEET; THENCE NORTH 55°04'29" WEST, A DISTANCE OF 260.00 FEET TO POINT OF BEGINNING; THENCE SOUTH 21°45'00" WEST, A DISTANCE OF 776.05 FEET; THENCE SOUTH 09°57'15" EAST, A DISTANCE OF 237.60 FEET; THENCE NORTH 81°05'25" WEST, A DISTANCE OF 6.61 FEET; THENCE SOUTH 37°20'16" WEST, A DISTANCE OF 21.63 FEET; THENCE SOUTH 00°28'51" EAST, A DISTANCE OF 665.45 FEET; THENCE SOUTH 86°21'54" EAST, A DISTANCE OF 40.37 FEET; THENCE SOUTH 52°00'04" EAST, A DISTANCE OF 50.84 FEET; THENCE SOUTH 70°26'20" EAST, A DISTANCE OF 58.44 FEET; THENCE SOUTH 36°24'18" EAST, A DISTANCE OF 63.90 FEET; THENCE SOUTH 42°28'34" EAST, A DISTANCE OF 96.84 FEET; THENCE SOUTH 44°56'16" EAST, A DISTANCE OF 610.19 FEET; THENCE SOUTH 02°20'58" EAST, A DISTANCE OF 934.73 FEET; THENCE SOUTH 87°26'06" WEST, A DISTANCE OF 147.62 FEET; THENCE SOUTH 04°12'34" EAST, A DISTANCE OF 204.35 FEET TO A POINT AT THE NORTHEAST CORNER OF EASEMENT "A"; THENCE SOUTH 69°50'00" WEST ALONG THE NORTH LINE OF SAID EASEMENT "A", A DISTANCE OF 52.38 FEET; THENCE NORTH 16°43'08" WEST LEAVING SAID EASEMENT "A", A DISTANCE OF 80.65 FEET; THENCE NORTH 05°39'38" WEST, A DISTANCE OF 77.52 FEET; THENCE NORTH 04°30'00" WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH 40°37'19" EAST, A DISTANCE OF 74.24 FEET; THENCE NORTH 00°51'10" WEST, A DISTANCE OF 80.73 FEET; THENCE NORTH 11°48'50" WEST, A DISTANCE OF 519.08 FEET; THENCE NORTH 41°11'41" WEST, A DISTANCE OF 83.59 FEET; THENCE NORTH 61°20'46" WEST, A DISTANCE OF 261.37 FEET; THENCE NORTH 35°22'25" WEST, A DISTANCE OF 109.59 FEET; THENCE NORTH 15°32'37" WEST, A DISTANCE OF 124.58 FEET; THENCE NORTH 56°04'33" WEST, A DISTANCE OF 350.47 FEET; THENCE NORTH 00°28'51" WEST, ALONG A WEST LINE OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 715.69 FEET TO THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 27 EAST; THENCE NORTH 13°31'04" EAST, A DISTANCE OF 157.95 FEET; THENCE NORTH 14°05'27" EAST, A DISTANCE OF 239.62 FEET; THENCE NORTH 54°28'22" WEST, A DISTANCE OF 75.12 FEET; THENCE NORTH 47°25'19" EAST, A DISTANCE OF 15.30 FEET; THENCE NORTH 25°02'33" EAST, A DISTANCE OF 26.30 FEET; THENCE NORTH 01°42'57" EAST, A DISTANCE OF 26.51 FEET; THENCE NORTH 09°23'34" WEST, A DISTANCE OF 60.01 FEET; THENCE NORTH 31°31'50" EAST, A DISTANCE OF 34.13 FEET; THENCE

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NORTH 82°16'13" EAST, A DISTANCE OF 24.80 FEET; THENCE NORTH 87°10'05" EAST, A DISTANCE OF 45.93 FEET; THENCE NORTH 43°26'47" EAST, A DISTANCE OF 26.08 FEET; THENCE NORTH 16°55'19" EAST, A DISTANCE OF 50.12 FEET; THENCE NORTH 27°44'45" EAST, A DISTANCE OF 40.19 FEET; THENCE NORTH 42°52'47" EAST, A DISTANCE OF 17.50 FEET; THENCE NORTH 58°16'34" EAST, A DISTANCE OF 39.98 FEET; THENCE NORTH 46°49'52" EAST, A DISTANCE OF 34.55 FEET; THENCE NORTH 25°16'00" EAST, A DISTANCE OF 19.33 FEET; THENCE NORTH 00°57'41" EAST, A DISTANCE OF 116.72 FEET; THENCE NORTH 14°26'53" WEST, A DISTANCE OF 27.37 FEET; THENCE NORTH 21°02'04" WEST, A DISTANCE OF 46.32 FEET; THENCE NORTH 08°15'02" WEST, A DISTANCE OF 19.31 FEET; THENCE NORTH 12°23'26" EAST, A DISTANCE OF 27.98 FEET; THENCE NORTH 27°27'47" EAST, A DISTANCE OF 33.05 FEET; THENCE NORTH 22°37'40" WEST, A DISTANCE OF 19.59 FEET; THENCE NORTH 16°58'33" WEST, A DISTANCE OF 6.13 FEET; THENCE NORTH 06°46'14" EAST, A DISTANCE OF 15.81 FEET; THENCE NORTH 23°31'11" WEST, A DISTANCE OF 19.50 FEET; THENCE NORTH 12°58'55" EAST, A DISTANCE OF 15.10 FEET; THENCE NORTH 38°36'36" EAST, A DISTANCE OF 37.27 FEET; THENCE NORTH 17°49'49" EAST, A DISTANCE OF 20.18 FEET; THENCE NORTH 30°53'20" EAST, A DISTANCE OF 23.24 FEET; THENCE NORTH 35°51'38" EAST, A DISTANCE OF 34.26 FEET; THENCE NORTH 05°22'18" WEST, A DISTANCE OF 35.45 FEET; THENCE NORTH 24°08'12" WEST, A DISTANCE OF 87.16 FEET; THENCE SOUTH 55°04'29" EAST, A DISTANCE OF 294.63 FEET, TO THE POINT OF BEGINNING, CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 27, 1992, 20.16 ACRES MORE OR LESS.

88 7625

This Instrument Prepared By:
Nancy H. Roen, Esq.
1111 South Bayshore Drive
Miami, Florida 33131

O.R. 777 PG 1757

GENERAL DEVELOPMENT CORPORATION
NOTICE OF ADOPTION OF DEVELOPMENT ORDER

NOTICE IS HEREBY GIVEN pursuant to Section 380.06(15)(f), Florida Statutes, that amendments to that certain Resolution No. 82-87, a Development Order for Julington Creek, a Development of Regional Impact, adopted by the Board of County Commissioners on March 23, 1982, as amended by the St. Johns County Commission pursuant to Resolutions 82-139, dated October 26, 1982; Resolution 84-33, dated March 27, 1984; Resolution 84-53, dated May 22, 1984; Resolution 84-123, dated October 16, 1984; Resolution 84-143, dated November 20, 1984; Resolution 85-150, dated October 22, 1985, and Resolution 86-162, dated December 9, 1986, has been adopted by the St. Johns County Commission by Resolution 88-38. The property covered by the Development Order and amendments thereto is more particularly described on Exhibit A which is attached hereto ("the Property").

The adopted Development Order and amendments thereto constitute a land development regulation applicable to the Property.

The Development Order and the attached exhibits, together with all amendments set forth above, are located in the Office of the Clerk of the Circuit Court for St. Johns County, Florida and may be examined at that location.

The recording of this notice shall not constitute a lien, cloud, or encumbrance on real property, nor actual nor constructive notice of any of the same.

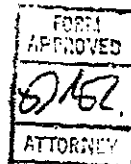
Witnesses:

Thomas Wilson
[Signature]

GENERAL DEVELOPMENT CORPORATION

By:

[Signature]
Gordon J. Pfersich
Senior Vice President



Attest:

[Signature]
Nancy H. Roen
Assistant Secretary

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 30th day of March, 1988, by Gordon J. Pfersich and Nancy H. Roen, Senior Vice President and Assistant Secretary, respectively, of General Development Corporation, a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 12, 1989
BONDED THRU GENERAL INS. UND.

LEG. 70/49/03/25/88

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land being a portion of Sections 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 49 (James James Donations), 54 (Constance McFee Grant), 57 (R. Pengree Grant), Township 4 South, Range 27 East, and a portion of Sections 2, 4, 5, 38 (William Harvey Grant), 39 (Francis P. Fatio Grant), and 42 (R. Pengree Grant), Township 5 South, Range 27 East, more particularly described as follows:

Section 26, Township 4 South, Range 27 East

All of Section 26 lying South of Durbin Creek.

Section 27, Township 4 South, Range 27 East

All of Section 27 lying South of Bishop Estates Road, Durbin Creek, and lying South and East of that property formerly belonging to Sam Hagen; less and except a 60 foot wide road right-of-way deeded to St. Johns County in Official Record Book 369, Page 550.

Section 28, Township 4 South, Range 27 East

All of Section 28 lying South of Bishop Estates Road.

Section 29, Township 4 South, Range 27 East

All of Government Lot 3, Section 29, lying South of the Southerly boundary of Julington Place as recorded in Map Book 5, Page 28; less and except the rights-of-way for Orange Avenue and Racetrack Road.

Section 30, Township 4 South, Range 27 East

All of Section 30 lying East of State Road 13 and South of Racetrack Road.

Section 31, Township 4 South, Range 27 East

All of Section 31 lying East of State Road 13 described as follows: the East 1/2 of Government Lot 1, less the North 500 feet thereof, and Government Lot 8.

Section 32, Township 4 South, Range 27 East

All of Section 32; less and except the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, and that portion of Government Lot 13 lying South of Cunningham Creek.

Section 33, Township 4 South, Range 27 East

All of Section 33, less and except Racetrack Road, that certain parcel deeded to the Diocese of St. Augustine and recorded in Official Record Book 350, Page 229, the following three parcels deeded to the School Board of St. Johns County and recorded in Official Record Book 196, Page 514, Official Record Book 237, Page 199, and Official Record Book 328, Page 644; and a 100 foot road right-of-way deeded to St. Johns County and recorded in Official Record Book 443, Page 451.

Section 34, Township 4 South, Range 27 East

All of Section 34; less and except Racetrack Road and a 60 foot wide road right-of-way deeded to St. Johns County and recorded in Official Record Book 369, Page 550.

Section 35, Township 4 South, Range 27 East

All of Section 35 south of Durbin Creek; less and except Racetrack Road, the West 1/2 of the Southeast 1/4 of the Southeast 1/4, and that certain parcel lying adjacent to and north of Racetrack Road being more particularly described as follows:

Commence at the intersection of the East line of Section 35 and the North right-of-way line of Racetrack Road; thence N 77° 26' 50" W along the Northernly right-of-way line of said Racetrack Road 2333.7 feet to the Point of Beginning; thence N 20° 56' 50" W, 1546.5 feet; thence S 79° 00' 40" W, 789 feet; thence S 23° 33' 10" W, 373 feet; thence S 27° 56' 50" E, 800 feet to the Northernly right-of-way line of said Racetrack Road; thence S 77° 26' 50" E along said Northernly right-of-way line at Racetrack Road to the Point of Beginning, as recorded in Official Record Book 41, Page 186.

Section 36, Township 4 South, Range 27 East

The South 1/2 of the Southwest 1/4 of Section 36, less and except Racetrack Road.

Section 49, Township 4 South, Range 27 East

(James James Donation)

That portion of Section 49 (James James Donation) lying South of Bishop Estates Road; less and except Racetrack Road and the lands now or formerly belonging to James Higginbotham as recorded in Official Record Book 2, Pages 285 and 286.

Section 54, Township 4 South, Range 27 East

(Constance McFee Grant)

All that portion of Section 54 (Constance McFee Grant) lying East of State Road 13.

Section 57, Township 4 South, Range 27 East

(Rebecca Pengree Grant)

That portion of Section 57 (Rebecca Pengree Grant) lying westerly of State Road 13.

Section 2, Township 5 South, Range 27 East

That portion of Section 2 being the East 1/2 of the Northwest 1/4 of the Northeast 1/4.

Section 4, Township 5 South, Range 27 East

That portion of Section 4 being the North 1/2, the North 1/2 of the Southeast 1/4, and the North 1/2 of the Southwest 1/4.

Section 5, Township 5 South, Range 27 East

That portion of Section 5 being the Northeast 1/4 of the Southeast 1/4 and Government Lot 1, less the North 1/2.

Section 38, Township 5 South, Range 27 East

(William Harvey Grant)

That portion of Section 38 (William Harvey Grant) lying Westerly of State Road 13.

Section 39, Township 5 South, Range 27 East

(Francis F. Fatio Grant)

That portion of Section 39 lying westerly of State Road 13 and northeasterly of Mill Creek; less and except the following described parcel:

Beginning at the intersection of the northeasterly line of Section 39 (Francis F. Fatio Grant) and the westerly right-of-way line of State Road 13; thence N 40° 10' 48" W, 102.67 feet along said northerly line of Section 39; thence S 26° 16' 55" W, 403.34 feet to the waters of Mill Creek; thence southeasterly along the waters following the meanderings of Mill Creek, 110 feet more or less to the westerly right-of-way line of State Road 13, said point being on a curve having a radius of 2814.79 feet; thence in a northeasterly direction along the arc of said curve, to the left, 310 feet more or less to the Point of Beginning. Said curve being the westerly right-of-way line of State Road 13.

Section 42, Township 5 South, Range 27 East

(Rebecca Pengree Grant)

That portion of Section 42 (Rebecca Pengree Grant) lying westerly of State Road 13, less and except the following parcels:

1. Beginning at the intersection of the southwesterly line of Section 42 (Rebecca Pengree Grant) and the westerly right-of-way line of State Road 13; thence N 40° 10' 48" W along said southeasterly line of Section 42, 945.12 feet; thence N 26° 16' 55" E, 471.92 feet; thence S 53° 25' 45" E,

1933 MAR 31 PM 3:38

CLERK OF DISTRICT COURT

2.

100.00 feet to the westerly right-of-way line of State Road 13, said point being on a curve with a radius of 2814.79 feet; thence southwesterly along the arc of said curve to the right, 167.06 feet to the Point of Beginning. Said curve being the westerly right-of-way line of State Road 13.

Commencing at the intersection of the southwesterly line of said Section 42 and the westerly right-of-way line of State Road 13; thence northeasterly, along curve, being the westerly right-of-way line of State Road 13, to the left, having a radius of 2814.79 feet, an arc distance of 229.86 feet to the Point of Beginning; thence N 53° 25' 45" W, 471.92 feet; thence N 36° 35' 15" E, 200 feet; thence S 53° 25' 45" E, 399.92 feet to the westerly right-of-way line of State Road 13, said right-of-way being a curve with a radius of 2814.79 feet; thence along the arc of said curve, to the right, in a southwesterly direction, 212.83 feet to the Point of Beginning.

All Official Records recorded in the Public Records of St. Johns County, Florida.

All lands lying and being in St. Johns County, Florida and contain 4,150 acres more or less.



FILED AND RECORDED IN
1933 APR 17 PM 3:46

CLERK OF DISTRICT COURT

RESOLUTION OF THE PLANNING AND ZONING
AGENCY, COUNTY OF ST. JOHNS,
STATE OF FLORIDA
APPROVING A MINOR MODIFICATION TO THE
FINAL DEVELOPMENT PLAN FOR
JULINGTON CREEK UNIT NO. 2
RESOLUTION NO. 84-48
LOCATED WITHIN THE JULINGTON CREEK PUD.

BE IT RESOLVED BY THE PLANNING AND ZONING AGENCY OF ST. JOHNS
COUNTY, FLORIDA:

Section 1: Pursuant to a letter request (Exhibit A) dated
March 26, 1987 submitted by General Development Corporation,
this Minor Modification to the Final Development Plan of Unit
No. 2, consists of Site Plans (Exhibits B, C and D), a Master
Development Plan Location (Exhibit E) and which is hereby
modified as follows:

To allow a temporary Conference Trailer to run
concurrently with a previously approved resolution
dated June 5, 1986 which allowed a Construction Trailer
for 24 months.

Section 2: This Resolution shall become effective immediately
upon its adoption.

PASSED AND ADOPTED THIS 16 DAY OF April 1987.

PLANNING AND ZONING AGENCY
OF ST. JOHNS COUNTY, FLORIDA

BY: 

I HEREBY CERTIFY THAT THE FOREGOING RESOLUTION AND EXHIBITS
A, B, C, D, E AND LETTER DATED March 26, 1987, signed by Michael
Breit are true and correct copies of originals filed and
approved by the Planning and Zoning Agency on April 16, 1987.


Rosemary Yeoman
Zoning Technician



EXHIBIT B

O.R. 742 PG 0343

CONFERENCE TRAILER

APPROVED 6/5/86

GUERDON OFFICE TRAILER
(WINDSTON SECTION)
560' (OVERALL)

PROPOSED GRAIN
ELEVATOR

PROPOSED 25' POWER POLE
1475' (WITH MERCURY
LABOR FINDER) 30' POWER POLE
220' (OLT)

PROPOSED
2" WELL

43' x 26' CONC. CATTLE DIP
(5' DEEP)
ELEV. TOP OF CONC. WALL
20.86'

N. 76° 22' 54" W.

157.12'

N. 13° 37' 06" E.
670'

TRACT "C"

POINT OF
BEGINNING
S.E. CORNER
TRACT "C"

ENT. NORTHERLY R/W LINE

EXHIBIT



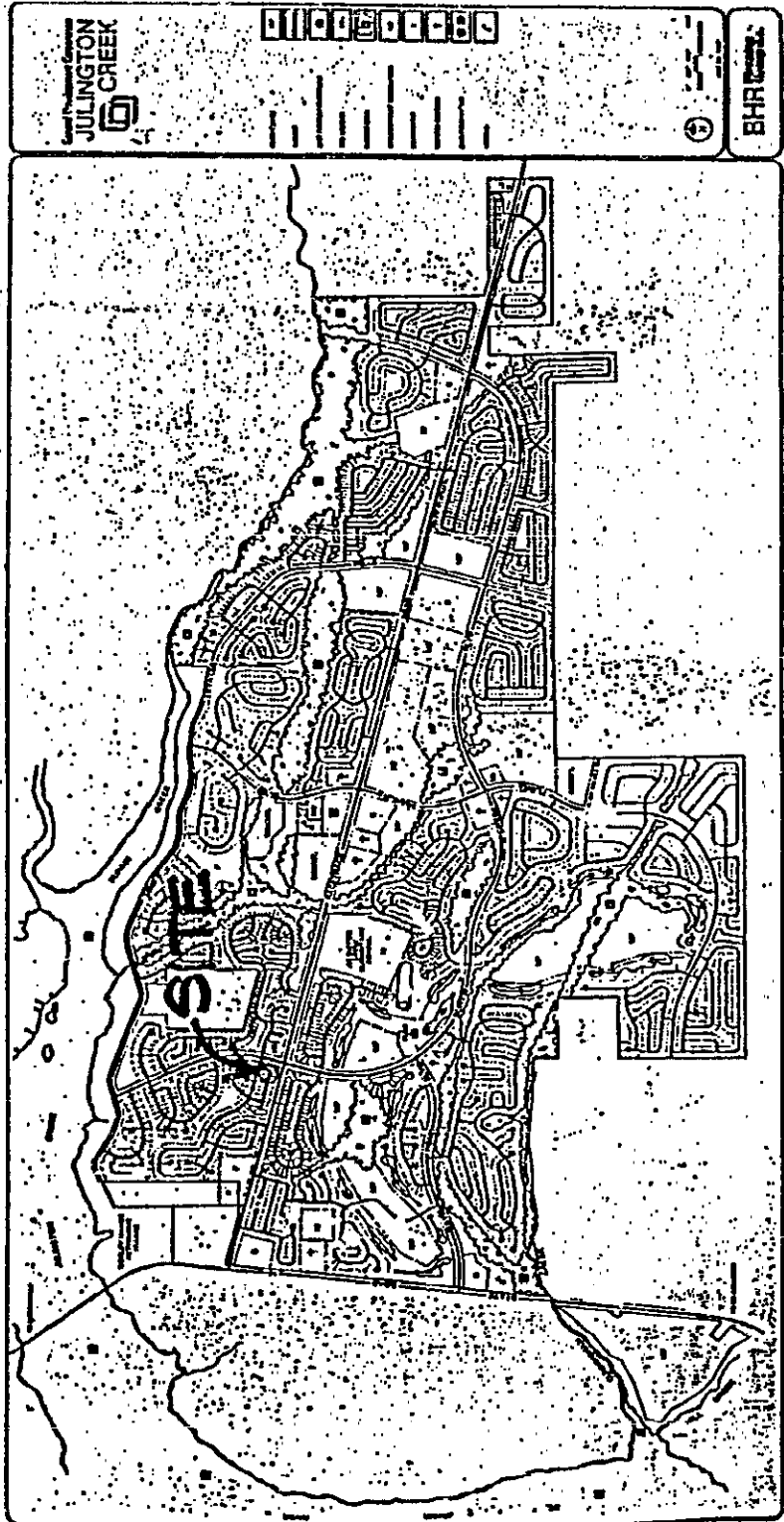
JULINGTON CREEK UNIT TWO

A PART OF SECTION 15 AND A PART OF THE JAMES JAMES GRANT
SECTION 15, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA



O.R. 742 PG 0345

J.C.



Julington Creek

O.R. 742 PG 0347



END OF DAVIS POND BOULEVARD
1911 DUBBIN CREEK BOULEVARD
JACKSONVILLE, FL 32223

(904) 262-4180

HAND DELIVERED

EXHIBIT A

March 26, 1987

St. Johns County Planning
and Zoning Agency
St. Johns County Administration
P. O. Drawer 349
St. Augustine, Fl. 32084

**Subject: Minor Modification to the Final Development
Plan, Resolution No. 84-48 - Temporary Conference
Trailer.**

Dear Agency Members:

I am submitting for your approval a Minor Modification to our Final Development Plan for Unit No. 2. This Minor Modification will allow a temporary Conference Trailer to run concurrently with a previously approved resolution dated June 5, 1986 which allowed a Construction Trailer for 24 months.

The trailer utilized will be a construction office type (11'9"x 56') produced by Skyline Corporation of Tampa, Florida and will be located on Lots 1 - 4, Block 28, of Unit No. 2.

Attached for your review please find the following:

- a. Site Plans (Exhibits B, C and D)
- b. Master Development Plan Location (Exhibit E)
- c. Resolution

A General Development Community



I respectfully request your consideration of this Minor Modification to our PUD. If you have any questions or comments please feel free to give me a call.

Very truly yours,



Michael L. Breit
Director Community Operations

MLB:sc

Attachments:

- Site Plans (Exhibits B, C and D)
- Master Development Plan Location (Exhibit E)
- Resolution

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1987 APR 22 AM 10:43

Carl "Bud" Mankel
CLERK OF CIRCUIT COURT



This Instrument Prepared By:
Nancy H. Roen, Esq.
1111 South Bayshore Drive
Miami, Florida 33131

**GENERAL DEVELOPMENT CORPORATION
NOTICE OF ADOPTION OF DEVELOPMENT ORDER**

NOTICE IS HEREBY GIVEN pursuant to Section 380.06(15)(f), Florida Statutes, that amendments to that certain Resolution No. 82-87, a Development Order for Julington Creek, a Development of Regional Impact, adopted by the Board of County Commissioners on March 23, 1982, as amended by the St. Johns County Commission pursuant to Resolutions 82-139, dated October 26, 1982; Resolution 84-33, dated March 27, 1984; Resolution 84-53, dated May 22, 1984; Resolution 84-123, dated October 16, 1984; Resolution 84-143, dated November 20, 1984; Resolution 85-150, dated October 22, 1985, and Resolution 86-162, dated December 9, 1986, has been adopted by the St. Johns County Commission. The property covered by the Development Order and amendments thereto is more particularly described on Exhibit A which is attached hereto ("the Property").

The adopted Development Order and amendments thereto constitute a land development regulation applicable to the Property.

The Development Order and the attached exhibits, together with all amendments set forth above, are located in the Office of the Clerk of the Circuit Court for St. Johns County, Florida and may be examined at that location.

The recording of this notice shall not constitute a lien, cloud, or encumbrance on real property, nor actual nor constructive notice of any of the same.

Witnesses:

[Signature]

[Signature]

STATE OF FLORIDA
COUNTY OF DADE

GENERAL DEVELOPMENT CORPORATION

By:

[Signature]
Gordon J. Pfersich
Senior Vice President

Attest:

[Signature]
Nancy H. Roen
Assistant Secretary

The foregoing instrument was acknowledged before me this 31 day of March, 1987, by Gordon J. Pfersich and Nancy H. Roen, Senior Vice President and Assistant Secretary, respectively, of General Development Corporation, a Delaware corporation, on behalf of the corporation.

FILED AND RECORDED IN
PUBLIC RECORDS OF
COUNTY OF DADE, FLA.

1987 APR -2 PM 4:07

[Signature]
Clerk "E. J. Muel" Muel
— CLERK OF CIRCUIT COURT

[Signature]
Notary Public,
State of Florida at Large

LEG. 70/49/03/31/87

86 9001

This Instrument Prepared By:
Nancy H. Roen, Esq.
1111 South Bayshore Drive
Miami, Florida 33131

GENERAL DEVELOPMENT CORPORATION
NOTICE OF ADOPTION OF DEVELOPMENT ORDER

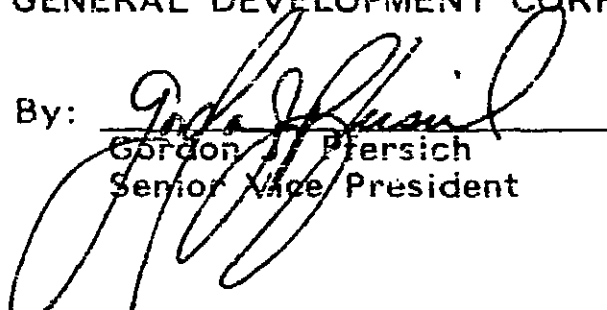
NOTICE IS HEREBY GIVEN pursuant to Section 380.06(15)(f), Florida Statutes, that amendments to that certain Resolution No. 82-87, a Development Order for Julington Creek, a Development of Regional Impact, adopted by the Board of County Commissioners on March 23, 1982, have been duly adopted by the St. Johns County Commission pursuant to Resolutions 82-139, dated October 26, 1982; Resolution 84-33, dated March 27, 1984; Resolution 84-53, dated May 22, 1984; Resolution 84-123, dated October 16, 1984; Resolution 84-143, dated November 20, 1984; and Resolution 85-150, dated October 22, 1985. The property covered by the Development Order and amendments thereto is more particularly described on Exhibit A which is attached hereto ("the Property").

The adopted Development Order and amendments thereto constitute a land development regulation applicable to the Property.

The Development Order and the attached exhibits, together with all amendments set forth above, are located in the Office of the Clerk of the Circuit Court for St. Johns County, Florida and may be examined at that location.

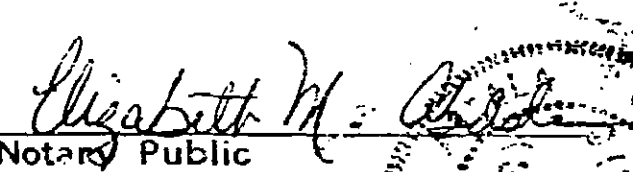
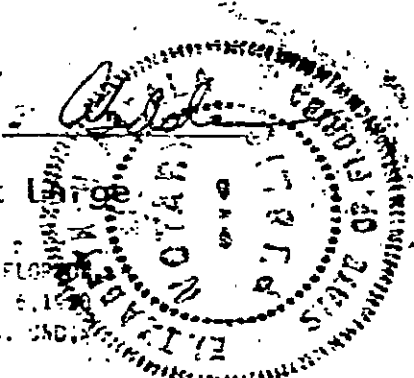
The recording of this notice shall not constitute a lien, cloud, or encumbrance on real property, nor actual nor constructive notice of any of the same.

GENERAL DEVELOPMENT CORPORATION

By: 
Gordon J. Pfersich
Senior Vice President

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 14th day of April, 1986, by Gordon J. Pfersich, Senior Vice President of General Development Corporation, a Delaware corporation, on behalf of the corporation.


Notary Public
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 6, 1987
BONDED THRU GENERAL INS. UNDER

OFF 701 PAGE 1777
REC

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land being a portion of Sections 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 49 (James James Donations), 54 (Constance McFee Grant), 57 (R. Pengree Grant), Township 4 South, Range 27 East, and a portion of Sections 2, 4, 5, 38 (William Harvey Grant), 39 (Francis P. Fatio Grant), and 42 (R. Pengree Grant), Township 5 South, Range 27 East, more particularly described as follows:

Section 26, Township 4 South, Range 27 East

All of Section 26 lying South of Durbin Creek.

Section 27, Township 4 South, Range 27 East

All of Section 27 lying South of Bishop Estates Road, Durbin Creek, and lying South and East of that property formerly belonging to Sam Hagen;

Less and except a 60 foot wide road right-of-way deeded to St. Johns County in Official Record Book 369, Page 550.

Section 28, Township 4 South, Range 27 East

All of Section 28 lying South of Bishop Estates Road.

Section 29, Township 4 South, Range 27 East

All of Government Lot 3, Section 29, lying South of the Southerly boundary of Julington Place as recorded in Map Book 5, Page 28;

Less and except the rights-of-way for Grange Avenue and Racetrack Road.

Section 30, Township 4 South, Range 27 East

All of Section 30 lying East of State Road 13 and South of Racetrack Road.

Section 31, Township 4 South, Range 27 East

All of Section 31 lying East of State Road 13 described as follows: the East 1/2 of Government Lot 1, less the North 500 feet thereof; and Government Lot 8.

Section 32, Township 4 South, Range 27 East

All of Section 32; less and except the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, and that portion of Government Lot 13 lying South of Cunningham Creek.

Section 33, Township 4 South, Range 27 East

All of Section 33; less and except Racetrack Road, that certain parcel deeded to the Diocese of St. Augustine and recorded in Official Record Book 350, Page 229, the following three parcels deeded to the School Board of St. Johns County and recorded in Official Record Book 196, Page 514, Official Record Book 237, Page 199, and Official Record Book 328, Page 644; and a 100 foot road right-of-way deeded to St. Johns County and recorded in Official Record Book 443, Page 451.

Section 34, Township 4 South, Range 27 East

All of Section 34; less and except Racetrack Road and a 60 foot wide road right-of-way deeded to St. Johns County and recorded in Official Record Book 369, Page 550.

Section 35, Township 4 South, Range 27 East

All of Section 35 south of Durbin Creek; less and except Racetrack Road, the West 1/2 of the Southeast 1/4 of the Southeast 1/4, and that certain parcel lying adjacent to and north of Racetrack Road being more particularly described as follows:

Commence at the intersection of the East line of Section 35 and the North right-of-way line of Racetrack Road; thence N 77° 26' 50" W along the Northerly right-of-way line of said Racetrack Road 2333.7 feet to the Point of Beginning; thence N 20° 56' 50" W, 1546.5 feet; thence S 79° 00' 40" W, 789 feet; thence S 23° 33' 10" W, 373 feet; thence S 27° 56' 50" E, 800 feet to the Northerly right-of-way line of said Racetrack Road; thence S 77° 26' 50" E along said Northerly right-of-way line at Racetrack Road to the Point of Beginning, as recorded in Official Record Book 41, Page 186.

Section 36, Township 4 South, Range 27 East

The South 1/2 of the Southwest 1/4 of Section 36; less and except Racetrack Road.

Section 49, Township 4 South, Range 27 East

(James James Donation)

That portion of Section 49 (James James Donation) lying South of Bishop Estates Road; less and except Racetrack Road and the lands now or formerly belonging to James Higginbotham as recorded in Official Record Book 2, Pages 285 and 286.

Section 54, Township 4 South, Range 27 East

(Constance McFee Grant)

All that portion of Section 54 (Constance McFee Grant) lying East of State Road 13.

Section 57, Township 4 South, Range 27 East

(Rebecca Pengree Grant)

That portion of Section 57 (Rebecca Pengree Grant) lying westerly of State Road 13.

Section 2, Township 5 South, Range 27 East

That portion of Section 2 being the East 1/2 of the Northwest 1/4 of the Northeast 1/4.

Section 4, Township 5 South, Range 27 East

That portion of Section 4 being the North 1/2, the North 1/2 of the Southeast 1/4, and the North 1/2 of the Southwest 1/4.

Section 5, Township 5 South, Range 27 East

That portion of Section 5 being the Northeast 1/4 of the Southeast 1/4 and Government Lot 1, less the North 1/2.

Section 38, Township 5 South, Range 27 East

(William Harvey Grant)

That portion of Section 38 (William Harvey Grant) lying Westerly of State Road 13.

REC 701 PAGE 1779

Section 39, Township 5 South, Range 27 East

(Francis P. Fatio Grant)

That portion of Section 39 lying Westerly of State Road 13 and Northeasterly of Mill Creek; less and except the following described parcel:

Beginning at the intersection of the Northeasterly line of Section 39 (Francis P. Fatio Grant) and the Westerly right-of-way line of State Road 13; thence N 40° 10' 48" W, 102.67 feet along said Northerly line of Section 39; thence S 26° 16' 55" W, 403.34 feet to the waters of Mill Creek; thence Southeasterly along the waters following the meanderings of Mill Creek, 110 feet more or less to the Westerly right-of-way line of State Road 13, said point being on a curve having a radius of 2814.79 feet; thence in a northeasterly direction along the arc of said curve, to the left, 310 feet more or less to the Point of Beginning. Said curve being the Westerly right-of-way line of State Road 13.

Section 42, Township 5 South, Range 27 East

(Rebecca Pengree Grant)

That portion of Section 42 (Rebecca Pengree Grant) lying westerly of State Road 13, less and except the following parcels:

1. Beginning at the intersection of the Southwesterly line of Section 42 (Rebecca Pengree Grant) and the Westerly right-of-way line of State Road 13; thence N 40° 10' 48" W along said Southeasterly line of Section 42, 945.12 feet; thence N 26° 16' 55" E, 471.92 feet; thence S 53° 25' 45" E,

100.00 feet to the Westerly right-of-way line of State Road 13, said point being on a curve with a radius of 2814.79 feet; thence Southwesterly along the arc of said curve to the right, 167.06 feet to the Point of Beginning. Said curve being the westerly right-of-way line of State Road 13.

2. Commencing at the intersection of the Southwesterly line of said Section 42 and the Westerly right-of-way line of State Road 13; thence northeasterly, along curve, being the Westerly right-of-way line of State Road 13, to the left, having a radius of 2814.79 feet, an arc distance of 229.86 feet to the Point of Beginning; thence N 53° 25' 45" W, 471.92 feet; thence N 36° 35' 15" E, 200 feet; thence S 53° 25' 45" E, 399.92 feet to the Westerly right-of-way line of State Road 13, said right-of-way being a curve with a radius of 2814.79 feet; thence along the arc of said curve, to the right, in a southwesterly direction, 212.83 feet to the Point of Beginning.

All Official Records recorded in the Public Records of St. Johns County, Florida.

All lands lying and being in St. Johns County, Florida and contain 4,150 acres more or less.

FILED
MAR 17 2015
ST. JOHNS COUNTY
FLORIDA
RECORDED

82 6201 GENERAL DEVELOPMENT CORPORATION
NOTICE OF ADOPTION OF DEVELOPMENT ORDER

NOTICE IS HEREBY GIVEN PURSUANT TO SECTION 380.06(14)(d), FLORIDA STATUTES, THAT ON MARCH 23, 1982, THE BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA ADOPTED RESOLUTION NUMBER 82-87, A DEVELOPMENT ORDER FOR JULINGTON CREEK, A DEVELOPMENT OF REGIONAL IMPACT. THE PROPERTY COVERED BY THE ORDER IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" WHICH IS ATTACHED HERETO.

THE ADOPTED DEVELOPMENT ORDER CONSTITUTES A LAND DEVELOPMENT REGULATION APPLICABLE TO THE PROPERTY.

THE DEVELOPMENT ORDER AND THE ATTACHED EXHIBITS ARE LOCATED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR ST. JOHNS COUNTY, FLORIDA AND MAY BE EXAMINED AT THAT LOCATION.

THE RECORDING OF THIS NOTICE SHALL NOT CONSTITUTE A LIEN, CLOUD, OR ENCUMBRANCE ON REAL PROPERTY, NOR ACTUAL NOR CONSTRUCTIVE NOTICE OF ANY OF THE SAME.

GENERAL DEVELOPMENT CORPORATION

BY: [Signature]
C. C. Crump
Its Senior Vice President

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 16th day of APRIL, 1982, by C. C. Crump, Senior Vice President of General Development Corporation, a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
EXPIRATION DATE: 12/31/83

Please return to:
Judith S. Beaubouef, Esq.
P. O. Box 4099
Jacksonville, Florida 32201

EXHIBIT ALEGAL DESCRIPTION

All that tract or parcel of land being a portion of Sections 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 49 (James James Donations), 54 (Constance McFee Grant), 57 (R. Pengree Grant), Township 4 South, Range 27 East, and a portion of Sections 2, 4, 5, 38 (William Harvey Grant), 39 (Francis P. Fatio Grant), and 42 (R. Pengree Grant), Township 5 South, Range 27 East, more particularly described as follows:

Section 26, Township 4 South, Range 27 East

All of Section 26 lying South of Durbin Creek.

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All of Section 27 lying South of Bishop Estates Road, Durbin Creek, and lying South and East of that property formerly belonging to Sam Hagen; less and except a 60 foot wide road right-of-way deeded to St. Johns County in Official Record Book 369, Page 550.

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All of Section 28 lying South of Bishop Estates Road.

Section 29, Township 4 South, Range 27 East

All of Government Lot 3, Section 29, lying South of the Southerly boundary of Julington Place as recorded in Map Book 5, Page 28; less and except the rights-of-way for Orange Avenue and Racetrack Road.

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All of Section 30 lying East of State Road 13 and South of Racetrack Road.

Section 31, Township 4 South, Range 27 East

All of Section 31 lying East of State Road 13 described as follows: the East 1/2 of Government Lot 1, less the North 500 feet thereof; and Government Lot 8.

Section 32, Township 4 South, Range 27 East

All of Section 32; less and except the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, and that portion of Government Lot 13 lying South of Cunningham Creek.

Section 33, Township 4 South, Range 27 East

All of Section 33; less and except Racetrack Road, that certain parcel deeded to the Diocese of St. Augustine and recorded in Official Record Book 350, Page 229, the following three parcels deeded to the School Board of St. Johns County and recorded in Official Record Book 195, Page 514, Official Record Book 237, Page 199, and Official Record Book 328, Page 644; and a 100 foot road right-of-way deeded to St. Johns County and recorded in Official Record Book 443, Page 451.

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Section 49, Township 4 South, Range 27 East

(James James Donation)

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(Constance McFee Grant)

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Section 57, Township 4 South, Range 27 East

(Rebecca Pengree Grant)

That portion of Section 57 (Rebecca Pengree Grant) lying westerly of State Road 13.

Section 2, Township 5 South, Range 27 East

That portion of Section 2 being the East 1/2 of the Northwest 1/4 of the Northeast 1/4.

Section 4, Township 5 South, Range 27 East

That portion of Section 4 being the North 1/2 of the North 1/2 of the Southeast 1/4, and the North 1/2 of the Southwest 1/4.

Section 5, Township 5 South, Range 27 East

That portion of Section 5 being the Northeast 1/4 of the Southeast 1/4 and Government Lot 1, less the North 1/2.

Section 38, Township 5 South, Range 27 East

(William Harvey Grant)

That portion of Section 38 (William Harvey Grant) lying Westerly of State Road 13.

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94 (Francis P. Fatio Grant)

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FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1952 MAY - 4 PM 10:05

CLERK OF DISTRICT COURT

100.00 feet to the westerly right-of-way line of State Road 13, said point being on a curve with a radius of 2814.79 feet; thence Southwesterly along the arc of said curve to the right, 167.06 feet to the Point of Beginning. Said curve being the westerly right-of-way line of State Road 13.

2. Commencing at the intersection of the Southwesterly line of said Section 42 and the westerly right-of-way line of State Road 13; thence northeasterly, along curve, being the westerly right-of-way line of State Road 13, to the left, having a radius of 2814.79 feet, an arc distance of 229.86 feet to the Point of Beginning; thence N 53° 25' 45" W, 471.92 feet; thence N 36° 35' 15" E, 200 feet; thence S 53° 25' 45" E, 399.92 feet to the westerly right-of-way line of State Road 13, said right-of-way being a curve with a radius of 2814.79 feet; thence along the arc of said curve, to the right, in a southwesterly direction, 212.83 feet to the Point of Beginning.

All Official Records recorded in the Public Records of St. Johns County, Florida.

All lands lying and being in St. Johns County, Florida and contain 4,150 acres more or less.

82 5391 GENERAL DEVELOPMENT CORPORATION
NOTICE OF ADOPTION OF DEVELOPMENT ORDER

NOTICE IS HEREBY GIVEN PURSUANT TO SECTION 380.06(14)(d), FLORIDA STATUTES, THAT ON MARCH 23, 1982, THE BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA ADOPTED RESOLUTION NUMBER 82-87, A DEVELOPMENT ORDER FOR JULINGTON CREEK, A DEVELOPMENT OF REGIONAL IMPACT. THE PROPERTY COVERED BY THE ORDER IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" WHICH IS ATTACHED HERETO.

THE ADOPTED DEVELOPMENT ORDER CONSTITUTES A LAND DEVELOPMENT REGULATION APPLICABLE TO THE PROPERTY.

THE DEVELOPMENT ORDER AND THE ATTACHED EXHIBITS ARE LOCATED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR ST. JOHNS COUNTY, FLORIDA AND MAY BE EXAMINED AT THAT LOCATION.

THE RECORDING OF THIS NOTICE SHALL NOT CONSTITUTE A LIEN, CLOUD, OR ENCUMBRANCE ON REAL PROPERTY, NOR ACTUAL NOR CONSTRUCTIVE NOTICE OF ANY OF THE SAME.

STATE OF FLORIDA
COUNTY OF CLAY.

The foregoing instrument was acknowledged before me this 13th day of April, 1982, by C. C. Crump, Senior Vice President of General Development Corporation, a Delaware corporation, on behalf of the corporation.

Constance P. McIlhenny
Notary Public
My Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Feb. 28, 1985
Bonded by American Fire & Casualty Company



by John S. Hadlow & Adams
100 Laura Street
Jacksonville, Florida 32201

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land being a portion of Sections 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 49 (James James Donations), 54 (Constance McFee Grant), 57 (R. Pengree Grant), Township 4 South, Range 27 East, and a portion of Sections 2, 4, 5, 38 (William Harvey Grant), 39 (Francis P. Fatio Grant), and 42 (R. Pengree Grant), Township 5 South, Range 27 East, more particularly described as follows:

Section 26, Township 4 South, Range 27 East

All of Section 26 lying South of Durbin Creek.

Section 27, Township 4 South, Range 27 East

All of Section 27 lying South of Bishop Estates Road, Durbin Creek, and lying South and East of that property formerly belonging to Sam Hagen; less and except a 60 foot wide road right-of-way deduced to St. Johns County in Official Record Book 369, Page 550.

Section 28, Township 4 South, Range 27 East

All of Section 28 lying South of Bishop Estates Road.

Section 29, Township 4 South, Range 27 East

All of Government Lot 3, Section 29, lying South of the Southerly boundary of Jullington Place as recorded in Map Book 5, Page 28; less and except the rights-of-way for Orange Avenue and Racetrack Road.

Section 30, Township 4 South, Range 27 East

All of Section 30 lying East of State Road 13 and South of Racetrack Road.

Section 31, Township 4 South, Range 27 East

All of Section 31 lying East of State Road 13 described as follows: the East 1/2 of Government Lot 1, less the North 500 feet thereof; and Government Lot 8.

Section 32, Township 4 South, Range 27 East

All of Section 32; less and except the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, and that portion of Government Lot 13 lying South of Cunningham Creek.

Section 33, Township 4 South, Range 27 East

All of Section 33; less and except Racetrack Road, that certain parcel deduced to the Diocese of St. Augustine and recorded in Official Record Book 350, Page 229, the following three parcels deduced to the School Board of St. Johns County and recorded in Official Record Book 196, Page 514, Official Record Book 237, Page 199, and Official Record Book 328, Page 644; and a 100 foot road right-of-way deduced to St. Johns County and recorded in Official Record Book 443, Page 451.

Section 34, Township 4 South, Range 27 East

All of Section 34; less and except Racetrack Road and a 60 foot wide road right-of-way deduced to St. Johns County and recorded in Official Record Book 369, Page 550.

Section 35, Township 4 South, Range 27 East

All of Section 35 south of Durbin Creek; less and except Racetrack Road, the West 1/2 of the Southeast 1/4 of the Southeast 1/4, and that certain parcel lying adjacent to and north of Racetrack Road being more particularly described as follows:

Commence at the intersection of the East line of Section 35 and the North right-of-way line of Racetrack Road; thence N 77° 26' 50" W along the Northernly right-of-way line of said Racetrack Road 2336.7 feet to the Point of Beginning; thence N 20° 56' 50" W, 1546.5 feet; thence S 79° 00' 40" W, 789 feet; thence S 23° 33' 10" W, 373 feet; thence S 27° 56' 50" E, 800 feet to the Northernly right-of-way line of said Racetrack Road; thence S 77° 26' 50" E along said Northernly right-of-way line at Racetrack Road to the Point of Beginning, as recorded in Official Record Book 41, Page 186.

Section 36, Township 4 South, Range 27 East

The South 1/2 of the Southwest 1/4 of Section 36; less and except Racetrack Road.

Section 49, Township 4 South, Range 27 East
(James James Donation)

That portion of Section 49 (James James Donation) lying South of Bishop Estates Road; less and except Racetrack Road and the lands now or formerly belonging to James Higginbotham as recorded in Official Record Book 2, Pages 285 and 286.

Section 54, Township 4 South, Range 27 East

(Constance McFee Grant)

All that portion of Section 54 (Constance McFee Grant) lying East of State Road 13.

Section 57, Township 4 South, Range 27 East

(Rebecca Pengree Grant)

That portion of Section 57 (Rebecca Pengree Grant) lying westerly of State Road 13.

Section 2, Township 5 South, Range 27 East

That portion of Section 2 being the East 1/2 of the Northwest 1/4 of the Northeast 1/4.

Section 4, Township 5 South, Range 27 East

That portion of Section 4 being the North 1/2, the North 1/2 of the Southeast 1/4, and the North 1/2 of the Southwest 1/4.

Section 5, Township 5 South, Range 27 East

That portion of Section 5 being the Northeast 1/4 of the Southeast 1/4 and Government Lot 1, less the North 1/2.

Section 38, Township 5 South, Range 27 East

(William Harvey Grant)

That portion of Section 38 (William Harvey Grant) lying Westerly of State Road 13.

Section 39, Township 5 South, Range 27 East

(Francis P. Fatio Grant)

That portion of Section 39 lying westerly of State Road 13 and Northeastly of Mill Creek; less and except the following described parcel:

Beginning at the intersection of the Northeastly line of Section 39 (Francis P. Fatio Grant) and the westerly right-of-way line of State Road 13; thence N 40° 10' 48" W, 102.67 feet along said Northerly line of Section 39; thence S 26° 16' 55" W, 403.34 feet to the waters of Mill Creek; thence Southeastly along the waters following the meanderings of Mill Creek, 110 feet more or less to the westerly right-of-way line of State Road 13, said point being on a curve having a radius of 2814.79 feet; thence in a northeasterly direction along the arc of said curve, to the left, 310 feet more or less to the Point of Beginning. Said curve being the westerly right-of-way line of State Road 13.

Section 42, Township 5 South, Range 27 East

(Rebecca Pengree Grant)

That portion of Section 42 (Rebecca Pengree Grant) lying westerly of State Road 13, less and except the following parcels:

1. Beginning at the intersection of the Southwesterly line of Section 42 (Rebecca Pengree Grant) and the westerly right-of-way line of State Road 13; thence N 40° 10' 48" W along said Southeastly line of Section 42, 945.12 feet; thence N 26° 16' 55" E, 471.92 feet; thence S 53° 25' 45" E,

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1982 APR 19 AM 9:37

Carl "Bud" Markel
CLERK OF CIRCUIT COURT

100.00 feet to the westerly right-of-way line of State Road 13, said point being on a curve with a radius of 2814.79 feet; thence Southwesterly along the arc of said curve to the right, 167.06 feet to the Point of Beginning. Said curve being the westerly right-of-way line of State Road 13.

2. Commencing at the intersection of the Southwesterly line of said Section 42 and the westerly right-of-way line of State Road 13; thence northeasterly, along curve, being the westerly right-of-way line of State Road 13, to the left, having a radius of 2814.79 feet, an arc distance of 229.86 feet to the Point of Beginning; thence N 53° 25' 45" W, 471.92 feet; thence N 36° 35' 15" E, 200 feet; thence S 53° 25' 45" E, 399.92 feet to the westerly right-of-way line of State Road 13, said right-of-way being a curve with a radius of 2814.79 feet; thence along the arc of said curve, to the right, in a southwesterly direction, 212.83 feet to the Point of Beginning.

All Official Records recorded in the Public Records of St. Johns County, Florida.

All lands lying and being in St. Johns County, Florida and contain 4,150 acres more or less.

2
③
FIVE MINUTE RECORDING

Public Records of
St. Johns County, FL
Clerk# 03-077529
O.R. 2070 PG 1430
11:10AM 10/20/2003
REC \$13.00 SUR \$2.00

Prepared by and return to:
B-D-R Title Corp. ←
Jan Hall
10475 Fortune Parkway, Suite 205
Jacksonville, Florida 32256

File Number: _____
Folio Number: 249000-3000

MEMORANDUM OF AGREEMENT
Riverside at Julington Creek Plantation

To & Ret →
This Memorandum of Agreement is made this 10/17/03 between JCP RIVERSIDE, LLP, a Florida limited liability Partnership, authorized to do business in Florida ("Developer") and MERCEDES HOMES, INC., A Florida corporation (Builder)

RECITALS:

JCP Riverside, LLP, is the owner of parcels of land within a planned community in St. Johns County, Florida, commonly known as "Julington Creek Plantation" as defined in that Development Order which has been adopted by St. Johns County, Florida, under Resolution No. 82-37, as amended and restated under Resolution No. 93-159, as now or hereafter amended from time to time (the "Development Order"). Developer has on this date conveyed to Builder that certain parcel of land located within Julington Creek Plantation, St. Johns County, Florida (the "Property") more particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED

Builder acknowledges and agrees that a material inducement for Developer entering into the Purchase and Sale Agreement between the parties is Builder's agreement to purchase the property with the intention of developing single-family lots and residences, and not for purposes of speculation or resale of raw land, as more particularly set forth in the Purchase and Sale Agreement between Developer and Builder, which is incorporated into this Memorandum by reference with the same force and effect as if set forth in full.

Accordingly, Builder agrees to commence construction and, at all times thereafter, to continue to completion construction in a good and workmanlike manner and with reasonable diligence, all in accordance with the Purchase and Sale Agreement.

Notice is given that the construction of all improvements to the property must be in compliance with all terms and conditions of the Purchase and Sale Agreement. The receipt of a Certificate of Occupancy for the above described property shall be conclusive evidence that the terms of the Purchase and Sale Agreement have been met, whereupon this Memorandum of Agreement shall be null, void and of no further force or effect.

Affidavit - Owner - Seller (Page 1 of 2 Pages)
Closers' Choice

IN WITNESS WHEREOF, the parties have executed this Memorandum of Development Agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

JCP RIVERSIDE, LLP

Jan Hall
Rhonda L Hayes

By Gregory E. Matovina
Gregory E. Matovina

MERCEDES HOMES, INC.

Jan Hall
Rhonda L Hayes

By Cora M. Johnston
Cora M. Johnston, President

State of Florida
County of Duval

The foregoing instrument was sworn to, subscribed and acknowledged before me 10/17, 2003, by Gregory E. Matovina, on behalf of the Partnership who is/are personally known to me, and who did take an oath.

Jan Hall

Notary Public
Notary Printed Name _____



My Commission Expires:
(Seal)

State of Florida
County of Duval

The foregoing instrument was sworn to, subscribed and acknowledged before me OCT 17, 2003, by Cora M. Johnston, on behalf of Mercedes Homes, Inc. who is/are personally known to me, and who did take an oath.

Rhonda L Hayes

Notary Public

Notary Printed Name _____
My Commission Expires: _____



Rhonda L Hayes
My Commission DD002136
Expires February 18, 2005

Exhibit "A"

0R2070PG1432

Lots 14-A, 14-B, 14-C, 14-D, 14-E, 16-A, 16-B, 16-C, 16-D, 16-E, 17-A, 17-B, 17-C, and 17-D, 17-E,
RIVERSIDE AT JULINGTON CREEK PLANTATION PHASE 1, as per plat thereof, recorded in Plat Book
46, Page 6 and 7, of the Public Records of St. Johns County, Florida

ASSIGNMENT OF WATER RIGHTS

On this 18th day of February, 1992, General Development Corporation, as Debtor in Possession under consolidated U.S. Bankruptcy Court Case No. 90-12231-BKC-AJC, Southern District of Florida ("Assignor"), has sold the real property described in Exhibit A, attached hereto and made a part hereof to JULINGTON CREEK GOLF, LTD., a Florida limited partnership ("Assignee");

WHEREAS, pursuant to:

- The Plat of Julington Creek Unit One, as recorded in Map Book 16, page 35, and the Declaration of Restrictions associated therewith recorded in Official Records Book 649, page 538;
- The Plat of Julington Creek Unit Five, as recorded in Map Book 17, page 1, and the Declaration of Restrictions associated therewith recorded in Official Records Book 649, page 562; and
- The Plat of Julington Creek Unit Nine, as recorded in Map Book 18, page 77, and the Declaration of Restrictions associated therewith recorded in Official Records Book 673, page 2150;

all of the Public Records of St. Johns County, Florida, Assignor reserved unto itself, its successors or assigns the right to all subsurface water for development of potable water and the non-exclusive right of ingress and egress thereto and the right to use portions thereof for such purposes (the "Water Rights");

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns all of its right, title and interest in and to the Water Rights to Assignee, its successors or assigns.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on its behalf.

Signed in the presence of:

ASSIGNOR:

Print:

C. GUY BATSEL

GENERAL DEVELOPMENT CORPORATION,
a Delaware corporation, as Deb-
tor in Possession, under U.S.
Bankruptcy Court Case No. 90-
12231-BKC-AJC, Southern District
of Florida

Print:

CHARLES A. THOMPSON

By:

Jay Fertig, Vice President

STATE OF FLORIDA
COUNTY OF DADE

(Corporate Seal)

Rec
(21)
85.09/11.00
0.02
.60
20th The foregoing instrument was acknowledged before me this day of February, 1992, by Jay Fertig, as Vice President of General Development Corporation, a Delaware corporation, as Debtor in Possession, under U.S. Bankruptcy Court Case No. 90-12231-BKC-AJC, Southern District of Florida, on behalf of the corporation. He is personally known to me or presented a Florida Department of State as identification. He did not take an oath.

My commission expires:

[Signature]
Notary Public, State of Florida

THIS INSTRUMENT PREPARED BY:
MARCIA M. LANGLEY, ESQUIRE
GENERAL DEVELOPMENT CORPORATION
2301 SOUTH BAYSHORE DRIVE
MIAMI, FL 33133

RETURN TO:
Batsel, McKinley & Ittersagen, P.A.
1861 Placida Rd., Suite #104
Englewood, Florida 34223

JULINGTONWATERBOTASM

PART OF TRACTS "D" AND "E"

A PART OF TRACT "D" AND TRACT "E" OF JULINGTON CREEK UNIT FIVE, AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "E", SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 320.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°56'12" EAST, AND A CHORD DISTANCE OF 320.35 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 75°53'22" EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 228.82 FEET; THENCE SOUTH 66°07'22" EAST, A DISTANCE OF 117.98 FEET; THENCE SOUTH 76°14'40" EAST, A DISTANCE OF 351.56 FEET; THENCE SOUTH 58°29'07" EAST, A DISTANCE OF 582.48 FEET; THENCE SOUTH 68°47'39" EAST, A DISTANCE OF 122.12 FEET; THENCE SOUTH 09°55'55" WEST, A DISTANCE OF 188.40 FEET; THENCE SOUTH 33°11'47" WEST, A DISTANCE OF 350.00 FEET; THENCE SOUTH 06°48'13" EAST, A DISTANCE OF 455.00 FEET; THENCE NORTH 66°41'47" EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 64°18'13" EAST, ALONG A NORTH LINE OF SAID TRACT "D" AND ITS WESTERLY PROJECTION THEREOF, A DISTANCE OF 220.00 FEET, TO A POINT AT THE MOST SOUTHERLY CORNER OF BLOCK 42 OF SAID JULINGTON CREEK UNIT FIVE; THENCE NORTH 53°56'10" EAST, ALONG SAID BLOCK 42, A DISTANCE OF 147.92 FEET; THENCE NORTH 21°03'56" EAST, ALONG SAID BLOCK 42, A DISTANCE OF 30.00 FEET; THENCE SOUTH 68°56'04" EAST, ALONG THE SOUTHERLY LINES OF LANDS RECORDED IN OFFICIAL RECORDS VOLUME 443, PAGE 451 AND OFFICIAL RECORDS VOLUME 325, PAGE 646 OF SAID PUBLIC RECORDS, A DISTANCE OF 798.70 FEET; THENCE SOUTH 21°03'56" WEST ALONG A LINE OF BLOCK 54, SAID JULINGTON CREEK UNIT FIVE, A DISTANCE OF 409.75 FEET; THENCE SOUTH 19°12'00" EAST ALONG A LINE OF SAID BLOCK 54, A DISTANCE OF 174.88 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 422.57 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID BLOCK 54 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 227.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°38'25" EAST AND A CHORD DISTANCE OF 225.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50°04'50" EAST, CONTINUING ALONG SAID BLOCK 54, A DISTANCE OF 63.53 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 233.57 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID BLOCK 54 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 107.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°56'03" EAST, AND A CHORD DISTANCE OF 106.25 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID BLOCK 54 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 31.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°27'24" EAST, AND A CHORD DISTANCE OF 29.16 FEET TO A POINT OF CUSP OF A CURVE LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF TEABERRY TRACE AS SHOWN

ON SAID UNIT FIVE (A 60 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 378.63 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF TEABERRY TRACE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 106.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°47'56" WEST, AND A CHORD DISTANCE OF 106.38 FEET TO A POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG BLOCK 53 AS SHOWN ON SAID JULINGTON CREEK UNIT FIVE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 43.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 18°26'16" EAST AND A CHORD DISTANCE OF 38.46 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 173.57 FEET; THENCE NORTHWESTERLY ALONG SAID BLOCK 53 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 55.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 46°57'53" WEST, AND A CHORD DISTANCE OF 55.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°04'50" WEST CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 63.53 FEET; TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 482.57 FEET; THENCE NORTHWESTERLY ALONG SAID BLOCK 53 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 260.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 34°38'25" WEST, AND A CHORD DISTANCE OF 256.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°12'00" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 137.51 FEET; THENCE NORTH 67°45'00" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 121.38 FEET; THENCE SOUTH 76°49'39" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 144.81 FEET; THENCE SOUTH 28°15'50" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 105.59 FEET; THENCE SOUTH 12°47'00" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 122.02 FEET; THENCE SOUTH 54°46'57" EAST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 63.23 FEET; THENCE SOUTH 33°59'47" EAST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 207.46 FEET; THENCE SOUTH 40°45'36" EAST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 311.62 FEET TO A POINT IN THE AFOREMENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE OF TEABERRY TRACE, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 378.63 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 162.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°18'56" WEST, AND A CHORD DISTANCE OF 161.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 76.80 FEET, TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 40.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46°53'06" WEST, AND A CHORD DISTANCE OF 36.50 FEET, TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED DURBIN CREEK BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 2494.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°38'44" WEST, AND A CHORD DISTANCE OF

2392.26 FEET TO A POINT ON SAID CURVE; THENCE NORTH 59°39'50" EAST LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 20.53 FEET; THENCE NORTH 30°20'10" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 59°39'50" EAST, A DISTANCE OF 364.77 FEET; THENCE SOUTH 72°34'06" EAST, A DISTANCE OF 262.76 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT "E"; THENCE NORTH 11°48'06" WEST LEAVING SAID CORNER OF TRACT "E", A DISTANCE OF 566.21 FEET; THENCE NORTH 31°46'43" EAST, A DISTANCE OF 406.19 FEET TO A POINT ON A NORTHERLY LINE OF SAID TRACT "E"; THENCE NORTH 69°13'17" WEST ALONG SAID NORTHERLY LINE OF TRACT "E", A DISTANCE OF 520.59 FEET; THENCE NORTH 74°17'17" WEST, CONTINUING ALONG A NORTHERLY LINE OF SAID TRACT "E", A DISTANCE OF 514.44 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 65.65 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 65.65 ACRE TRACT OF LAND BEING SUBJECT TO A 2.96 ACRE EASEMENT TO JACKSONVILLE ELECTRIC AUTHORITY AS RECORDED IN OFFICIAL RECORDS VOLUME 705, PAGES 473 AND 474 OF THE PUBLIC RECORDS OF SAID COUNTY.

SEP. 1993

035 3

PARCEL ONE

A PART OF TRACT "H" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGE 31 THROUGH 31 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 69°40'53" WEST, ALONG A NORTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 95.82 FEET; THENCE SOUTH 46°18'41" WEST, CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 227.37 FEET; THENCE SOUTH 52°42'10" WEST, CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 924.03 FEET; THENCE SOUTH 75°54'44" WEST LEAVING SAID NORTH LINE OF TRACT "M", A DISTANCE OF 119.65 FEET; THENCE NORTH 87°24'49" WEST, A DISTANCE OF 95.71 FEET; THENCE NORTH 72°47'14" WEST, A DISTANCE OF 111.18 FEET; THENCE NORTH 16°44'46" WEST, A DISTANCE OF 95.94 FEET, TO A POINT AT A CORNER TO BLOCK 10 OF THE AFORESAID JULINGTON CREEK UNIT ONE; THENCE NORTH 52°08'35" EAST ALONG A SOUTHERLY LINE OF JULINGTON CREEK UNIT ONE, BLOCK 10, A DISTANCE OF 712.63 FEET; THENCE NORTH 58°40'10" EAST, CONTINUING ALONG SAID BLOCK 10, A DISTANCE OF 469.76 FEET; THENCE NORTH 45°30'17" EAST, CONTINUING ALONG SAID BLOCK 10, A DISTANCE OF 322.06 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 248.70 FEET; THENCE SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 119.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 33°10'22" EAST AND A CHORD DISTANCE OF 117.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°27'04" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 178.89 FEET TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 9.30 ACRES MORE OR LESS.

ABOVE DESCRIBED 9.30 ACRE TRACT OF LAND BEING SUBJECT TO A 40 FOOT WIDE DRAINAGE EASEMENT, SAID EASEMENT LYING 40.00 FEET WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 69°40'53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 19°27'04" WEST, A DISTANCE OF 179.50 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 208.70 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 101.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 33°24'11" WEST AND A CHORD DISTANCE OF 100.64 FEET TO A POINT ON SAID CURVE; THENCE NORTH 45°30'17" EAST, A DISTANCE OF 40.04 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 248.70 FEET; THENCE SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 119.12 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING OF SOUTH 33°10'22" EAST, AND A CHORD DISTANCE OF 117.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 19°27'04" EAST CONTINUING ALONG THE SAID WESTERLY LINE OF LOLLY LOOP, A DISTANCE OF 173.89 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.26 ACRES MORE OR LESS.

PARCEL TWO

A PART OF TRACT "H" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 516.06 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 19.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°16'54" EAST, AND A CHORD DISTANCE OF 19.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°20'15" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 349.69 FEET; TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°17'51" WEST, AND A CHORD DISTANCE OF 35.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°55'57" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON SAID MAP OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 593.69 FEET, TO A POINT OF CURVE A OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 904.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°16'25" WEST, AND A CHORD DISTANCE OF 897.67 FEET TO A POINT ON SAID CURVE; THENCE NORTH 05°08'13" WEST, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 209.37 FEET; THENCE NORTH 85°08'13" WEST TO ITS INTERSECTION WITH THE EASTERLY LINE OF TRACT "E" AS SHOWN ON SAID JULINGTON CREEK UNIT ONE, A DISTANCE OF 295.00 FEET; THENCE NORTH 04°51'47" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 415.00 FEET; THENCE SOUTH 85°08'13" EAST, A DISTANCE OF 280.00 FEET; THENCE NORTH 47°51'47" EAST, A DISTANCE OF 340.00 FEET; THENCE SOUTH 53°42'39" EAST, A DISTANCE OF 132.18 FEET; THENCE SOUTH 33°51'47" WEST, A DISTANCE OF 539.61 FEET; THENCE NORTH 70°45'38" EAST, ALONG A SOUTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 393.53 FEET; THENCE NORTH 74°49'33" EAST, CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 683.84 FEET; THENCE NORTH 43°32'30" EAST, A DISTANCE OF 248.09 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 16.76 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 16.76 ACRE TRACT BEING SUBJECT TO A 40 FOOT WIDE DRAINAGE EASEMENT, SAID EASEMENT BEING 40.00 FEET WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT BEGINNING COMMENCE AT THE SOUTHEASTERLY CORNER OF TRACT "M", SAID CORNER LYING ON THE

WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT) SAID POINT LYING ON A CURVE SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 516.06 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 19.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°16'54" EAST AND A CHORD DISTANCE OF 19.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°20'15" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 349.68 FEET TO THE POINT OF CURVE OF A CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°17'51" WEST AND A CHORD DISTANCE OF 35.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°55'57" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON SAID MAP OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT) A DISTANCE OF 14.45 FEET; THENCE NORTH 26°20'15" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 378.59 FEET; THENCE NORTH 43°32'30" EAST, A DISTANCE OF 42.97 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.35 ACRES MORE OR LESS.

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PART OF TRACT "K"

A PART OF TRACT "K", AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF TRACT "P" OF SAID JULINGTON CREEK UNIT ONE, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT "K", OF SAID JULINGTON CREEK UNIT ONE; THENCE NORTH 60°00'22" WEST ALONG THE NORTHEASTERLY LINE OF TRACT "G-4", A DISTANCE OF 160.79 FEET; THENCE NORTH 36°46'15" WEST, CONTINUING ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 85.72 FEET; THENCE NORTH 53°40'26" EAST, LEAVING THE NORTHWESTERLY LINE OF SAID TRACT "G-4" A DISTANCE OF 476.52 FEET; THENCE NORTH 86°50'06" EAST, A DISTANCE OF 393.12 FEET; THENCE SOUTH 75°29'00" EAST, A DISTANCE OF 150.16 FEET; THENCE NORTH 31°59'47" EAST, A DISTANCE OF 45.65 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 5, SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 75°58'33" EAST, ALONG THE SAID SOUTHERLY LINE OF BLOCK 5, SAID JULINGTON CREEK UNIT ONE, A DISTANCE OF 399.91 FEET; THENCE SOUTH 61°40'57" EAST, CONTINUING ALONG SAID SOUTHERLY LINE OF BLOCK 5, A DISTANCE OF 119.73 FEET; THENCE NORTH 35°00'15" EAST, ALONG AN EASTERLY LINE, OF BLOCK 5, TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF LARKSPUR LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 130.00 FEET, TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 644.11 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LARKSPUR LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 131.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°09'49" EAST, AND A CHORD DISTANCE OF 130.90 FEET, TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 469.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 220.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°46'58" EAST, AND A CHORD DISTANCE OF 218.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°14'03" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.36 FEET; TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 35.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 29°11'40" EAST, AND A CHORD DISTANCE OF 32.83 FEET; TO A POINT OF REVERSE CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 152.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°13'45" WEST, AND A CHORD DISTANCE OF 152.29 FEET TO A POINT ON SAID CURVE; THENCE NORTH 81°24'30" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AND ALONG THE NORTHERLY LINE OF SAID TRACT "P", A DISTANCE OF 901.29 FEET; THENCE SOUTH 87°07'38" WEST, CONTINUING

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ALONG SAID TRACT "P", A DISTANCE OF 558.70 FEET; THENCE SOUTH 51°41'33" WEST, CONTINUING ALONG SAID TRACT "P", A DISTANCE OF 201.69 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 11.18 ACRES MORE OR LESS.

PART OF TRACT "J"

A PART OF TRACT "J" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF TRACT "N". JULINGTON CREEK UNIT ONE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF TRACT "J" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 51°41'33" WEST, ALONG A NORTH LINE OF THE AFORESAID TRACT "N" OF JULINGTON CREEK UNIT ONE, A DISTANCE OF 208.56 FEET; THENCE SOUTH 60°16'09" WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 510.15 FEET; THENCE SOUTH 69°40'53" WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 171.31 FEET; THENCE NORTH 11°10'59" WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 162.22 FEET; THENCE NORTH 24°13'09" EAST, A DISTANCE OF 263.54 FEET, TO A POINT ON THE SOUTH LINE OF BLOCK 12 OF THE AFORESAID JULINGTON CREEK UNIT ONE; THENCE NORTH 68°52'59" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 466.31 FEET; THENCE NORTH 47°03'43" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 199.56 FEET TO THE WESTERLY LINE OF TRACT "G-4" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 28°20'54" EAST, ALONG THE WESTERLY LINE OF SAID TRACT "G-4", A DISTANCE OF 89.15 FEET; THENCE SOUTH 20°09'04" EAST, A DISTANCE OF 195.15 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 5.65 ACRES MORE OR LESS.

000.256

PART OF TRACT "J"

O.R. 929 PG 0740

A PART OF TRACT "J" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF TRACT "N", JULINGTON CREEK UNIT ONE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF TRACT "J" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 51°41'33" WEST, ALONG A NORTH LINE OF THE AFORESAID TRACT "N" OF JULINGTON CREEK UNIT ONE, A DISTANCE OF 208.56 FEET; THENCE SOUTH 60°16'09" WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 510.15 FEET; THENCE SOUTH 69°40'53" WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 171.31 FEET; THENCE NORTH 11°10'59" WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 162.22 FEET; THENCE NORTH 24°13'09" EAST, A DISTANCE OF 263.54 FEET, TO A POINT ON THE SOUTH LINE OF BLOCK 12 OF THE AFORESAID JULINGTON CREEK UNIT ONE; THENCE NORTH 66°52'59" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 466.31 FEET; THENCE NORTH 47°03'43" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 199.56 FEET TO THE WESTERLY LINE OF TRACT "G-4" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 28°20'54" EAST, ALONG THE WESTERLY LINE OF SAID TRACT "G-4", A DISTANCE OF 89.15 FEET; THENCE SOUTH 20°09'04" EAST, A DISTANCE OF 195.15 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 5.65 ACRES MORE OR LESS.

JUL 1992

EXHIBIT "A" (continued)

TRACT "L" JULINGTON CREEK

91208.03

O.R. 929 PG 0741

BEING ALL OF TRACT "L" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 31 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF TRACT "N" AS SHOWN ON SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 43°32'30" EAST ALONG A SOUTHERLY LINE OF TRACT "N" A DISTANCE OF 686.53 FEET; THENCE NORTH 57°21'52" EAST CONTINUING ALONG A SOUTHERLY LINE OF TRACT "N" A DISTANCE OF 693.07 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF TRACT "G-4" AS SHOWN ON SAID PLAT OF JULINGTON CREEK UNIT ONE; THENCE NORTH 67°27'59" EAST ALONG A SOUTHERLY LINE OF TRACT "G-4" A DISTANCE OF 160.08 FEET; THENCE SOUTH 77°36'06" EAST CONTINUING ALONG A SOUTH LINE OF TRACT "G-4" A DISTANCE OF 286.64 FEET; THENCE SOUTH 42°40'59" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 445.56 FEET; THENCE NORTH 71°43'59" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 404.65 FEET; THENCE NORTH 74°41'56" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 111.18 FEET; THENCE NORTH 37°02'53" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 143.45 FEET; THENCE SOUTH 47°00'30" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 82.01 FEET; THENCE NORTH 65°03'21" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 90.36 FEET TO A POINT ON A LINE OF BLOCK 7, JULINGTON CREEK UNIT ONE; THENCE SOUTH 34°38'54" WEST CONTINUING ALONG LINES OF SAID BLOCK 7, A DISTANCE OF 37.55 FEET; THENCE SOUTH 21°36'08" EAST CONTINUING ALONG SAID BLOCK 7, A DISTANCE OF 160.26 FEET; THENCE NORTH 87°56'07" EAST CONTINUING ALONG SAID BLOCK 7, A DISTANCE OF 99.68 FEET; THENCE SOUTH 49°50'43" EAST CONTINUING ALONG SAID BLOCK 7, A DISTANCE OF 601.05 FEET; THENCE NORTH 54°01'10" EAST CONTINUING ALONG A SOUTHERLY LINE OF SAID BLOCK 7 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 93.50 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 2700.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 223.40 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°29'58" EAST AND A CHORD DISTANCE OF 223.34 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.12 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°49'00" WEST AND A CHORD DISTANCE OF 34.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON THE SAID PLAT OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 56°30'03" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 185.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY

RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 162.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°35'45" WEST AND A CHORD DISTANCE OF 161.97 FEET TO A POINT ON SAID CURVE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF BLOCK 8 AS SHOWN ON SAID JULINGTON CREEK UNIT ONE; THENCE NORTH 26°44'45" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND WITH LINES OF SAID BLOCK 8, A DISTANCE OF 141.79 FEET; THENCE NORTH 56°03'41" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 357.66 FEET; THENCE NORTH 69°57'14" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 806.10 FEET; THENCE NORTH 81°31'06" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 115.26 FEET; THENCE SOUTH 87°04'56" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 412.53 FEET; THENCE SOUTH 75°43'08" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 113.51 FEET; THENCE SOUTH 66°55'38" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 294.08 FEET; THENCE SOUTH 65°44'46" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 398.63 FEET; THENCE SOUTH 54°30'59" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 124.04 FEET; THENCE SOUTH 45°00'00" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 155.56 FEET; THENCE SOUTH 17°15'32" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 107.86 FEET; THENCE SOUTH 19°30'29" EAST CONTINUING ALONG LINES OF SAID BLOCK 8 TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD, A DISTANCE OF 171.59 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 2300.01 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE NORTHERLY LINE OF SAID DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 219.74 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°45'18" WEST AND A CHORD DISTANCE OF 219.65 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS 25.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG THE NORTHERLY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°39'35" WEST AND A CHORD DISTANCE OF 34.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP; THENCE NORTH 26°20'15" WEST CONTINUING ALONG THE EASTERLY LINE OF SAID LOLLY LOOP, A DISTANCE OF 252.13 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 456.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 41.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°43'23" WEST AND A CHORD DISTANCE OF 41.61 FEET TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS DATED ON FEBRUARY 11, 1992, 28.34 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 28.34 ACRE TRACT OF LAND BEING SUBJECT TO A 25 FOOT WIDE DRAINAGE EASEMENT. SAID EASEMENT LYING 25.00 FEET EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF TRACT "N" AS SHOWN ON SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE EASTERLY RIGHT-

OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 43°32'30" EAST, A DISTANCE OF 27.85 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 431.06 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 51.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 22°55'49" EAST AND A CHORD DISTANCE OF 51.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°20'15" EAST, A DISTANCE OF 377.13 FEET TO A POINT ON A CURVE, SAID POINT BEING THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON SAID MAP OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 2300.01 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 0.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°01'32" WEST AND A CHORD DISTANCE OF 0.59 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°39'35" WEST AND A CHORD DISTANCE OF 34.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP; THENCE NORTH 26°20'15" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, A DISTANCE OF 352.13 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 456.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 41.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°43'23" WEST AND A CHORD DISTANCE OF 41.61 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.24 ACRES MORE OR LESS.

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A PART OF SECTIONS 32 AND 33, TOWNSHIP 4 SOUTH, RANGE 27 EAST TOGETHER WITH A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1288 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE BEING RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF TRACT "L", SAID CORNER LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD BY JULINGTON CREEK UNIT FIVE AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 146.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°54'39" EAST AND A CHORD DISTANCE OF 146.77 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°14'03" EAST, AND A CHORD DISTANCE OF 72.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 175.37 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 77.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°06'38" EAST, AND A CHORD DISTANCE OF 77.60 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 03°19'21" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 154.21 FEET; THENCE SOUTH 22°43'50" EAST, A DISTANCE OF 108.07 FEET; THENCE SOUTH 37°58'07" EAST, A DISTANCE OF 108.32 FEET; THENCE SOUTH 52°20'00" EAST, A DISTANCE OF 409.56 FEET; THENCE SOUTH 50°21'54" EAST, A DISTANCE OF 78.12 FEET; THENCE SOUTH 45°21'21" EAST, A DISTANCE OF 87.68 FEET; THENCE SOUTH 40°02'16" EAST, A DISTANCE OF 87.68 FEET; THENCE SOUTH 35°00'55" EAST, A DISTANCE OF 77.94 FEET; THENCE SOUTH 30°26'34" EAST, A DISTANCE OF 78.48 FEET; THENCE SOUTH 29°10'00" EAST, A DISTANCE OF 589.12 FEET; THENCE SOUTH 43°12'50" EAST, A DISTANCE OF 107.26 FEET; THENCE SOUTH 58°20'50" EAST, A DISTANCE OF 107.02 FEET; THENCE SOUTH 74°19'34" EAST, A DISTANCE OF 107.02 FEET; THENCE SOUTH 23°18'53" EAST, A DISTANCE OF 116.08 FEET; THENCE SOUTH 10°48'08" EAST, A DISTANCE OF 27.01 FEET; THENCE SOUTH 40°53'43" EAST, A DISTANCE OF 64.75 FEET; THENCE SOUTH 67°29'27" EAST, A DISTANCE OF 46.07 FEET; THENCE SOUTH 81°59'38" EAST, A DISTANCE OF 35.53 FEET; THENCE NORTH 83°17'55" EAST, A DISTANCE OF 47.83 FEET; THENCE NORTH 83°12'51" EAST, A DISTANCE OF 65.95 FEET; THENCE NORTH 87°39'07" EAST, A DISTANCE OF 73.58 FEET; THENCE SOUTH 61°42'03" EAST, A

DISTANCE OF 13.14 FEET; THENCE SOUTH 29°21'27" EAST, A DISTANCE OF 35.31 FEET; THENCE SOUTH 77°32'03" EAST, A DISTANCE OF 30.72 FEET; THENCE SOUTH 88°50'42" EAST, A DISTANCE OF 66.14 FEET; THENCE SOUTH 56°02'57" EAST, A DISTANCE OF 66.43 FEET; THENCE SOUTH 38°02'09" EAST, A DISTANCE OF 57.38 FEET; THENCE SOUTH 26°39'29" EAST, A DISTANCE OF 118.28 FEET; THENCE SOUTH 31°24'54" EAST, A DISTANCE OF 119.81 FEET; THENCE SOUTH 63°16'05" EAST, A DISTANCE OF 98.16 FEET; THENCE SOUTH 63°21'53" EAST, A DISTANCE OF 81.79 FEET; THENCE SOUTH 71°17'18" EAST, A DISTANCE OF 63.57 FEET; THENCE SOUTH 78°42'54" EAST, A DISTANCE OF 62.41 FEET; THENCE SOUTH 80°52'01" EAST, A DISTANCE OF 31.75 FEET; THENCE SOUTH 89°16'23" EAST, A DISTANCE OF 37.22 FEET; THENCE SOUTH 75°29'58" EAST, A DISTANCE OF 25.50 FEET; THENCE SOUTH 47°27'13" EAST, A DISTANCE OF 39.88 FEET; THENCE SOUTH 06°48'57" EAST, A DISTANCE OF 28.72 FEET; THENCE SOUTH 21°43'41" EAST, A DISTANCE OF 26.04 FEET; THENCE SOUTH 35°51'43" EAST, A DISTANCE OF 34.35 FEET; THENCE SOUTH 46°15'53" EAST, A DISTANCE OF 138.98 FEET; THENCE SOUTH 67°56'48" EAST, A DISTANCE OF 25.85 FEET; THENCE SOUTH 71°03'28" EAST, A DISTANCE OF 77.55 FEET; THENCE SOUTH 04°40'00" WEST, A DISTANCE OF 372.82 FEET; THENCE SOUTH 53°40'00" WEST, A DISTANCE OF 250.00 FEET; THENCE NORTH 82°28'37" WEST, A DISTANCE OF 55.93 FEET; THENCE NORTH 66°29'35" WEST, A DISTANCE OF 116.93 FEET; THENCE SOUTH 89°23'55" WEST, A DISTANCE OF 93.43 FEET; THENCE SOUTH 58°26'05" WEST, A DISTANCE OF 36.52 FEET; THENCE NORTH 44°14'22" WEST, A DISTANCE OF 83.66 FEET; THENCE NORTH 85°15'00" WEST, A DISTANCE OF 156.82 FEET; THENCE SOUTH 37°32'59" WEST, A DISTANCE OF 84.88 FEET; THENCE SOUTH 13°39'13" EAST, A DISTANCE OF 236.16 FEET; THENCE SOUTH 35°51'47" WEST, A DISTANCE OF 232.51 FEET; THENCE SOUTH 35°21'53" EAST, A DISTANCE OF 71.76 FEET; THENCE SOUTH 59°30'03" WEST, A DISTANCE OF 141.24 FEET; THENCE SOUTH 57°29'37" WEST, A DISTANCE OF 43.81 FEET; THENCE SOUTH 55°35'23" WEST, A DISTANCE OF 75.41 FEET; THENCE SOUTH 48°40'19" WEST, A DISTANCE OF 30.38 FEET; THENCE SOUTH 45°30'45" WEST, A DISTANCE OF 37.76 FEET; THENCE SOUTH 48°29'09" WEST, A DISTANCE OF 50.65 FEET; THENCE SOUTH 36°54'17" WEST, A DISTANCE OF 52.39 FEET; THENCE SOUTH 20°26'35" WEST, A DISTANCE OF 51.59 FEET; THENCE SOUTH 14°02'46" WEST, A DISTANCE OF 39.27 FEET; THENCE SOUTH 08°29'48" WEST, A DISTANCE OF 40.28 FEET; THENCE SOUTH 05°10'05" EAST, A DISTANCE OF 49.34 FEET; THENCE SOUTH 00°30'10" WEST, A DISTANCE OF 46.81 FEET; THENCE SOUTH 08°23'20" WEST, A DISTANCE OF 30.68 FEET; THENCE SOUTH 18°09'52" WEST, A DISTANCE OF 59.70 FEET; THENCE SOUTH 24°39'49" WEST, A DISTANCE OF 52.00 FEET; THENCE SOUTH 19°02'53" WEST, A DISTANCE OF 56.43 FEET; THENCE SOUTH 01°10'32" WEST, A DISTANCE OF 29.25 FEET; THENCE SOUTH 23°55'15" EAST, A DISTANCE OF 40.73 FEET; THENCE SOUTH 42°15'11" EAST, A DISTANCE OF 59.87 FEET; THENCE SOUTH 79°42'56" EAST, A DISTANCE OF 17.10 FEET; THENCE SOUTH 14°54'16" EAST, A DISTANCE OF 66.06 FEET; THENCE SOUTH 03°51'00" WEST, A DISTANCE OF 99.61 FEET; THENCE SOUTH 02°30'00" EAST, ALONG A LINE TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD BY JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID

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PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 624.09 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2099.86 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1263.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 81°53'11" WEST, AND A CHORD DISTANCE OF 1244.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°43'59" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 328.10 FEET; THENCE NORTH 30°06'53" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 302.28 FEET; THENCE NORTH 35°10'13" WEST, A DISTANCE OF 189.59 FEET; THENCE NORTH 25°54'29" WEST, A DISTANCE OF 207.18 FEET; THENCE NORTH 69°50'00" EAST (AT 121.39 FEET PASSING THROUGH REFERENCE POINT "A"), A DISTANCE OF 296.84 FEET; THENCE SOUTH 30°10'45" EAST, A DISTANCE OF 205.51 FEET; THENCE SOUTH 28°17'05" EAST, A DISTANCE OF 225.41 FEET; THENCE SOUTH 38°32'32" EAST, A DISTANCE OF 74.72 FEET; THENCE SOUTH 52°51'05" EAST, A DISTANCE OF 200.91 FEET; THENCE SOUTH 52°49'42" EAST, A DISTANCE OF 194.96 FEET; THENCE SOUTH 76°02'56" EAST, A DISTANCE OF 335.00 FEET; THENCE NORTH 72°15'14" EAST, A DISTANCE OF 386.42 FEET; THENCE NORTH 18°32'18" EAST, A DISTANCE OF 234.31 FEET; THENCE NORTH 12°30'39" WEST, A DISTANCE OF 72.98 FEET; THENCE NORTH 08°16'27" EAST, A DISTANCE OF 89.43 FEET; THENCE NORTH 41°12'05" WEST, A DISTANCE OF 97.98 FEET; THENCE NORTH 04°22'31" WEST, A DISTANCE OF 107.81 FEET; THENCE NORTH 06°45'45" WEST, A DISTANCE OF 59.72 FEET; THENCE NORTH 26°05'52" EAST, A DISTANCE OF 80.75 FEET; THENCE NORTH 29°05'32" EAST, A DISTANCE OF 57.94 FEET; THENCE NORTH 53°12'33" EAST, A DISTANCE OF 80.13 FEET; THENCE NORTH 27°02'10" EAST, A DISTANCE OF 64.39 FEET; THENCE NORTH 27°01'35" EAST, A DISTANCE OF 65.56 FEET; THENCE NORTH 48°01'06" EAST, A DISTANCE OF 86.12 FEET; THENCE NORTH 26°40'24" EAST, A DISTANCE OF 72.36 FEET; THENCE NORTH 31°51'37" EAST, A DISTANCE OF 50.64 FEET; THENCE NORTH 26°28'10" EAST, A DISTANCE OF 90.06 FEET; THENCE NORTH 33°27'35" EAST, A DISTANCE OF 55.03 FEET; THENCE NORTH 26°47'15" EAST, A DISTANCE OF 42.18 FEET; THENCE NORTH 86°32'06" EAST, A DISTANCE OF 51.52 FEET; THENCE NORTH 84°06'30" EAST, A DISTANCE OF 38.31 FEET; THENCE SOUTH 88°51'32" EAST, A DISTANCE OF 27.45 FEET; THENCE NORTH 22°20'52" EAST, A DISTANCE OF 219.46 FEET; THENCE NORTH 23°33'26" WEST, A DISTANCE OF 252.97 FEET; THENCE NORTH 47°37'39" WEST, A DISTANCE OF 70.86 FEET; THENCE NORTH 11°17'36" WEST, A DISTANCE OF 102.70 FEET; THENCE NORTH 07°32'08" WEST, A DISTANCE OF 46.75 FEET; THENCE NORTH 05°53'40" WEST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 84°44'16" EAST, A DISTANCE OF 51.17 FEET; THENCE NORTH 00°57'33" EAST, A DISTANCE OF 43.10 FEET; THENCE NORTH 31°44'34" EAST, A DISTANCE OF 54.69 FEET; THENCE SOUTH 72°08'11" EAST, A DISTANCE OF 39.75 FEET; THENCE SOUTH 43°29'18" EAST, A DISTANCE OF 67.98 FEET; THENCE SOUTH 55°29'04" EAST, A DISTANCE OF 62.10 FEET; THENCE SOUTH 68°41'41" EAST, A DISTANCE OF 66.43 FEET; THENCE SOUTH 70°16'52" EAST, A DISTANCE OF 71.46 FEET; THENCE SOUTH 68°14'50" EAST, A DISTANCE OF 67.00 FEET; THENCE NORTH 89°32'48" EAST, A DISTANCE OF 35.26 FEET; THENCE NORTH 38°54'24" EAST, A DISTANCE OF 36.35 FEET; THENCE SOUTH 57°48'23" EAST, A

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DISTANCE OF 54.59 FEET; THENCE NORTH 76°21'15" EAST, A DISTANCE OF 85.57 FEET; THENCE SOUTH 85°05'03" EAST, A DISTANCE OF 77.67 FEET; THENCE SOUTH 86°05'08" EAST, A DISTANCE OF 42.98 FEET; THENCE SOUTH 31°37'39" EAST, A DISTANCE OF 77.02 FEET; THENCE NORTH 87°15'57" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 82°48'20" EAST, A DISTANCE OF 24.05 FEET; THENCE SOUTH 07°11'30" WEST, A DISTANCE OF 41.12 FEET; THENCE SOUTH 36°53'17" EAST, A DISTANCE OF 19.19 FEET; THENCE SOUTH 84°40'24" EAST, A DISTANCE OF 43.97 FEET; THENCE NORTH 25°39'30" EAST, A DISTANCE OF 42.32 FEET; THENCE NORTH 53°32'46" EAST, A DISTANCE OF 62.00 FEET; THENCE NORTH 25°39'30" EAST, A DISTANCE OF 84.23 FEET; THENCE NORTH 32°49'26" WEST, A DISTANCE OF 183.95 FEET; THENCE NORTH 57°52'07" WEST, A DISTANCE OF 98.45 FEET; THENCE NORTH 79°38'53" WEST, A DISTANCE OF 55.42 FEET; THENCE NORTH 78°25'26" WEST, A DISTANCE OF 51.12 FEET; THENCE NORTH 72°50'39" WEST, A DISTANCE OF 57.43 FEET; THENCE NORTH 34°06'22" WEST, A DISTANCE OF 65.91 FEET; THENCE NORTH 38°07'50" WEST, A DISTANCE OF 68.47 FEET; THENCE NORTH 56°59'20" WEST, A DISTANCE OF 89.68 FEET; THENCE NORTH 33°28'07" WEST, A DISTANCE OF 66.57 FEET; THENCE NORTH 81°37'12" WEST, A DISTANCE OF 47.48 FEET; THENCE NORTH 59°48'56" WEST, A DISTANCE OF 84.50 FEET; THENCE NORTH 66°27'04" WEST, A DISTANCE OF 53.70 FEET; THENCE SOUTH 76°51'07" WEST, A DISTANCE OF 60.44 FEET; THENCE NORTH 67°18'34" WEST, A DISTANCE OF 51.11 FEET; THENCE NORTH 70°55'54" WEST, A DISTANCE OF 65.37 FEET; THENCE NORTH 58°16'00" WEST, A DISTANCE OF 97.55 FEET; THENCE NORTH 60°32'18" WEST, A DISTANCE OF 71.10 FEET; THENCE NORTH 05°45'36" EAST, A DISTANCE OF 45.35 FEET; THENCE NORTH 46°52'52" WEST, A DISTANCE OF 57.24 FEET; THENCE NORTH 58°26'07" WEST, A DISTANCE OF 19.72 FEET; THENCE NORTH 68°12'06" WEST, A DISTANCE OF 88.42 FEET; THENCE NORTH 38°00'04" WEST, A DISTANCE OF 62.54 FEET; THENCE NORTH 86°44'46" WEST, A DISTANCE OF 50.04 FEET; THENCE NORTH 69°33'51" WEST, A DISTANCE OF 67.83 FEET; THENCE NORTH 38°27'48" WEST, A DISTANCE OF 59.08 FEET; THENCE NORTH 37°11'13" WEST, A DISTANCE OF 18.96 FEET; THENCE NORTH 41°24'39" WEST, A DISTANCE OF 67.57 FEET; THENCE NORTH 45°06'05" WEST, A DISTANCE OF 67.62 FEET; THENCE NORTH 05°44'01" EAST, A DISTANCE OF 78.26 FEET; THENCE NORTH 48°46'25" EAST, A DISTANCE OF 11.29 FEET; THENCE NORTH 46°52'52" WEST, A DISTANCE OF 275.60 FEET; THENCE SOUTH 83°04'10" WEST, A DISTANCE OF 69.77 FEET; THENCE NORTH 81°43'51" WEST, A DISTANCE OF 76.31 FEET; THENCE NORTH 72°47'43" WEST, A DISTANCE OF 76.49 FEET; THENCE NORTH 25°57'04" WEST, A DISTANCE OF 69.73 FEET; THENCE NORTH 50°32'59" WEST, A DISTANCE OF 25.76 FEET; THENCE NORTH 42°12'54" WEST, A DISTANCE OF 68.89 FEET; THENCE NORTH 10°07'00" WEST, A DISTANCE OF 38.39 FEET; THENCE NORTH 44°49'52" WEST, A DISTANCE OF 69.01 FEET; THENCE NORTH 29°43'52" WEST, A DISTANCE OF 94.63 FEET; THENCE NORTH 03°34'15" WEST, A DISTANCE OF 75.73 FEET; THENCE NORTH 41°06'49" WEST, A DISTANCE OF 270.29 FEET; THENCE NORTH 51°50'36" WEST, A DISTANCE OF 60.72 FEET; THENCE NORTH 52°59'14" WEST, A DISTANCE OF 96.63 FEET; THENCE NORTH 44°46'05" WEST, A DISTANCE OF 91.38 FEET; THENCE NORTH 21°36'32" WEST, A DISTANCE OF 65.90 FEET; THENCE NORTH 10°59'57" WEST, A DISTANCE OF 75.80 FEET; THENCE NORTH 35°07'40" WEST, A DISTANCE OF 74.48 FEET; THENCE NORTH 29°04'47" WEST, A

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DISTANCE OF 58.34 FEET; THENCE NORTH 51°59'43" WEST, A DISTANCE OF 58.26 FEET; THENCE NORTH 46°19'57" WEST, A DISTANCE OF 66.80 FEET; THENCE NORTH 15°46'35" WEST, A DISTANCE OF 33.89 FEET; THENCE SOUTH 34°55'31" WEST, A DISTANCE OF 210.69 FEET TO REFERENCE POINT "B", THENCE NORTH 48°17'21" WEST, A DISTANCE OF 100.70 FEET; THENCE NORTH 34°55'31" EAST, A DISTANCE OF 162.32 FEET; THENCE NORTH 87°19'27" WEST, A DISTANCE OF 44.20 FEET; THENCE NORTH 27°17'47" WEST, A DISTANCE OF 47.48 FEET; THENCE NORTH 12°00'27" WEST, A DISTANCE OF 50.67 FEET; THENCE NORTH 19°21'14" WEST, A DISTANCE OF 59.23 FEET; THENCE NORTH 00°56'59" WEST, A DISTANCE OF 152.95 FEET, TO THE POINT OF BEGINNING. CONTAINING 49.37 ACRES MORE OR LESS, SURVEY MADE ON FEBRUARY 27, 1992.

TOGETHER WITH TRACT "J" FOR A POINT OF REFERENCE, RETURN TO AFORESAID REFERENCE POINT "B" IN THE ABOVE DESCRIBED 49.37 ACRE TRACT "I"; THENCE SOUTH 34°55'31" WEST, A DISTANCE OF 264.69 FEET; THENCE NORTH 55°04'29" WEST, A DISTANCE OF 260.00 FEET TO POINT OF BEGINNING; THENCE SOUTH 21°45'00" WEST, A DISTANCE OF 776.05 FEET; THENCE SOUTH 09°57'15" EAST, A DISTANCE OF 237.60 FEET; THENCE NORTH 81°05'25" WEST, A DISTANCE OF 6.61 FEET; THENCE SOUTH 37°20'16" WEST, A DISTANCE OF 21.63 FEET; THENCE SOUTH 00°28'51" EAST, A DISTANCE OF 665.45 FEET; THENCE SOUTH 86°21'54" EAST, A DISTANCE OF 40.37 FEET; THENCE SOUTH 52°00'04" EAST, A DISTANCE OF 50.84 FEET; THENCE SOUTH 70°26'20" EAST, A DISTANCE OF 58.44 FEET; THENCE SOUTH 36°24'18" EAST, A DISTANCE OF 63.90 FEET; THENCE SOUTH 42°28'34" EAST, A DISTANCE OF 96.84 FEET; THENCE SOUTH 44°56'16" EAST, A DISTANCE OF 610.19 FEET; THENCE SOUTH 02°20'58" EAST, A DISTANCE OF 934.73 FEET; THENCE SOUTH 87°26'06" WEST, A DISTANCE OF 147.62 FEET; THENCE SOUTH 04°12'34" EAST, A DISTANCE OF 204.35 FEET TO A POINT AT THE NORTHEAST CORNER OF EASEMENT "A"; THENCE SOUTH 69°50'00" WEST ALONG THE NORTH LINE OF SAID EASEMENT "A", A DISTANCE OF 52.38 FEET; THENCE NORTH 16°43'08" WEST LEAVING SAID EASEMENT "A", A DISTANCE OF 80.65 FEET; THENCE NORTH 05°39'38" WEST, A DISTANCE OF 77.52 FEET; THENCE NORTH 04°30'00" WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH 40°37'19" EAST, A DISTANCE OF 74.24 FEET; THENCE NORTH 00°51'10" WEST, A DISTANCE OF 80.73 FEET; THENCE NORTH 11°48'50" WEST, A DISTANCE OF 519.08 FEET; THENCE NORTH 41°11'41" WEST, A DISTANCE OF 83.59 FEET; THENCE NORTH 61°20'46" WEST, A DISTANCE OF 261.37 FEET; THENCE NORTH 35°22'25" WEST, A DISTANCE OF 109.59 FEET; THENCE NORTH 15°32'37" WEST, A DISTANCE OF 124.58 FEET; THENCE NORTH 56°04'33" WEST, A DISTANCE OF 350.47 FEET; THENCE NORTH 00°28'51" WEST, ALONG A WEST LINE OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 715.69 FEET TO THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 27 EAST; THENCE NORTH 13°31'04" EAST, A DISTANCE OF 157.95 FEET; THENCE NORTH 14°05'27" EAST, A DISTANCE OF 239.62 FEET; THENCE NORTH 54°28'22" WEST, A DISTANCE OF 75.12 FEET; THENCE NORTH 47°25'19" EAST, A DISTANCE OF 15.30 FEET; THENCE NORTH 25°02'33" EAST, A DISTANCE OF 26.30 FEET; THENCE NORTH 01°42'57" EAST, A DISTANCE OF 26.51 FEET; THENCE NORTH 00°23'34" WEST, A DISTANCE OF 60.01 FEET; THENCE NORTH 31°31'50" EAST, A DISTANCE OF 34.13 FEET; THENCE

TRACTS "I" & "J" PAGE 5

NORTH 82°16'13" EAST, A DISTANCE OF 24.80 FEET; THENCE NORTH 87°10'05" EAST, A DISTANCE OF 45.93 FEET; THENCE NORTH 43°26'47" EAST, A DISTANCE OF 26.08 FEET; THENCE NORTH 16°55'19" EAST, A DISTANCE OF 50.12 FEET; THENCE NORTH 27°44'45" EAST, A DISTANCE OF 40.19 FEET; THENCE NORTH 42°52'47" EAST, A DISTANCE OF 17.50 FEET; THENCE NORTH 58°15'34" EAST, A DISTANCE OF 39.98 FEET; THENCE NORTH 44°49'52" EAST, A DISTANCE OF 34.55 FEET; THENCE NORTH 25°16'00" EAST, A DISTANCE OF 19.33 FEET; THENCE NORTH 00°57'41" EAST, A DISTANCE OF 116.72 FEET; THENCE NORTH 14°26'53" WEST, A DISTANCE OF 27.37 FEET; THENCE NORTH 21°02'04" WEST, A DISTANCE OF 46.32 FEET; THENCE NORTH 08°15'02" WEST, A DISTANCE OF 19.31 FEET; THENCE NORTH 12°23'26" EAST, A DISTANCE OF 27.98 FEET; THENCE NORTH 27°27'47" EAST, A DISTANCE OF 33.05 FEET; THENCE NORTH 22°37'40" WEST, A DISTANCE OF 19.59 FEET; THENCE NORTH 16°38'33" WEST, A DISTANCE OF 6.13 FEET; THENCE NORTH 06°46'14" EAST, A DISTANCE OF 15.81 FEET; THENCE NORTH 23°31'11" WEST, A DISTANCE OF 19.50 FEET; THENCE NORTH 12°58'55" EAST, A DISTANCE OF 15.10 FEET; THENCE NORTH 38°36'36" EAST, A DISTANCE OF 37.27 FEET; THENCE NORTH 17°49'49" EAST, A DISTANCE OF 20.18 FEET; THENCE NORTH 30°53'20" EAST, A DISTANCE OF 23.24 FEET; THENCE NORTH 35°51'38" EAST, A DISTANCE OF 34.26 FEET; THENCE NORTH 05°22'18" WEST, A DISTANCE OF 35.45 FEET; THENCE NORTH 24°08'12" WEST, A DISTANCE OF 87.16 FEET; THENCE SOUTH 55°04'29" EAST, A DISTANCE OF 294.63 FEET, TO THE POINT OF BEGINNING. CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 27, 1992, 20.16 ACRES MORE OR LESS.

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
ST. JOHNS COUNTY, FLORIDA

CASE NO: CA 95 172
DIVISION: 56

JUDI GASKINS and ROGER
GASKINS, her husband,

Plaintiffs,

vs.

DONALD B. HOWZE,

Defendant

DISMISSAL OF CONSORTIUM CLAIM
WITH PREJUDICE

COMES NOW Plaintiff Roger Gaskins, and dismisses his claim for
consortium in this matter.

I HEREBY CERTIFY that a copy of the foregoing has been
furnished by U.S. Mail, this 12th day of July, 1996 to William T.
Stone, Esq., Cole, Stone & Stoudemire, P.A., 76 South Laura Street,
Suite 1700, Jacksonville, Florida 32202.

MARCUS M. CORNELIUS III
& ASSOCIATES, P.A.



Marcus M. Cornelius, III, Esq.
Florida Bar No.: 0245321
Post Office Box 167
St. Augustine, Florida 32085-0167
904/826-4005
Attorney for Plaintiff

Recorded in Public Records St. Johns County, FL
File # 96024690 O.R. 1183 PC 1574 10:37AM 07/16/96
Recording \$0.00 Surcharge \$0.00

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Circuit Court

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CONSERVATION EASEMENT

Rec 37.00 Doc 701
THIS GRANT OF CONSERVATION EASEMENT is made this 7th day of November, 1994, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation having an address at 1111 Durbin Creek Boulevard, Jacksonville, Florida 32259 ("Grantor"), in favor of the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1249, Palatka, Florida 32078-1429 ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property") ; and

WHEREAS, the Property possesses environmental value (the "Environmental Value") of great importance to the Grantor and to the people of St. Johns County, Florida; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Environmental Value of the Property in perpetuity and

WHEREAS, Grantee agrees by accepting this Grant to honor the intentions of Grantor stated herein, and to preserve and protect in perpetuity the Environmental Value of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement").

1. **Purpose.** It is the purpose of this Conservation Easement to assure that the Property will be retained forever except as herein provided, in its existing natural condition and to prevent any use of the Property that will impair or interfere with the Environmental Value of the Property.

2. **Rights of Grantee.** To accomplish the purposes stated above, the following rights are conveyed to Grantee by this Easement:

a. To preserve and protect the Environmental Value of the Property;

Return to: Holland & Knight

b. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;

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

d. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

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

a. Construction or placement of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;

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

c. Removal or destruction of trees, shrubs, or other vegetation;

d. Excavating, dredging or removing of loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface;

e. Surface use, except for purposes that permit the land or water area to remain predominately in its natural condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; and

g. Acts or uses detrimental to such retention of land or water areas.

4. Reserved Rights. Grantor reserves and excepts unto itself and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Grantor will assume all liability for any injury or damage which may occur on the Property.

5. Grantee's Discretion. Enforcement of the terms of this Conservation Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be construed to be a waiver by Grantee of such term or of any

Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor or to any other person or entity, to enforce any provisions of this Easement. No person or entity shall have the right to require Grantee to enforce the provisions of this Easement.

6. Grantee's Liability. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to persons or property which may occur on the Property to any person or property.

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

8. Assignment. This Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold environmental easements under the statutes of the State of Florida (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the environmental purposes that this Grant is intended to advance, continue to be carried out.

9. Recordation. Grantor shall record this instrument in timely fashion in the Official Records of St. Johns County, Florida, and may rerecord it any time as may be required to preserve its rights in this Easement.

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

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has set its hand on the day and year first above written.

Signed, sealed and delivered
CORPORATION
in the presence of:

ATLANTIC GULF COMMUNITIES

[Signature]

By: [Signature]

Print Name GILLETTE, J. THOMAS, III

J. Thomas Gillette, III
Its Vice President

[Signature]
Print Name MARY ANN L. GILLETTE
As to Grantor

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ST. JOHN

The foregoing instrument was acknowledged before me this 7th day of November, 1994, by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in Florida, on behalf of the corporation, who is personally known to me or who produced [Signature] as identification.

[Signature]
NOTARY PUBLIC, State and County
aforesaid

Print Name: SHARON HUDSON

Commission number: 02117354

My commission expires: 12-11-95



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

SKETCH TO ACCOMPANY DESCRIPTION

A PART OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 27 EAST,
ST. JOHNS COUNTY, FLORIDA

CURVE DATA TABLE

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
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LIVE DATA TABLE

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O.R. 1066 PG 0684

LEGEND

11 TABULATED LIVE DATA
12 TABULATED CURVE DATA
13 OFFICIAL RECORDS REFERENCE
14 RIGHT-OF-WAY
15 CENTRAL ANGLE
16 RADIUS
17 LENGTH OF ARC
18 CHORD BEARING
19 CHORD DISTANCE

NOTES

- 1) THIS IS NOT A SURVEY
- 2) BEARINGS BASED ON THE SURVEYED R/W LINE OF RACE TRACK ROAD, BEING SOUTH 76°22'34" EAST
- 3) LANDS BEING TRACT LINES TOWNSHIP 4N, RANGE 27E, SECTION 33, TOWNSHIP 4N, RANGE 27E, PAGES 8-21, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA
- 4) PROPOSED IMPROVEMENTS SHOWN FOR INFORMATION PURPOSES ONLY

SUNSHINE STATE SURVEYORS, INC.



MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document.

GRAPHIC SCALE





Sunshine State
Surveyors, inc.

O.R. 1086 PG 0685

May 31, 1994

Work Order No. S94-169

File No. 94C-5787

CONSERVATION EASEMENT NO. 1

A part of Section 33, Township 4 South, Range 27 East, St. Johns County, Florida

For a Point of Reference, commence at the Northeast corner of lands described and recorded in Official Records Volume 328, Page 644, run thence South $02^{\circ} 10' 06''$ West along the Easterly line of said lands, 767.03 feet; thence South $21^{\circ} 03' 56''$ West along the Easterly line of said lands, 1131.06 feet; thence South $16^{\circ} 57' 48''$ East, departing said lands, 728.05 feet to the Point of Beginning.

From the Point of Beginning, run thence North $87^{\circ} 20' 13''$ East, 227.29 feet; thence South $74^{\circ} 14' 34''$ East, 1005.70 feet; thence South $47^{\circ} 05' 09''$ East, 665.57 feet; thence South $31^{\circ} 32' 11''$ West, 419.15 feet; thence South $10^{\circ} 24' 12''$ East, 219.46 feet; thence South $31^{\circ} 44' 01''$ West, 144.04 feet; thence North $58^{\circ} 15' 59''$ West, 1409.20 feet to the point of curvature of a curve concave Southerly, having a radius of 1270.00 feet and a central angle of $27^{\circ} 45' 52''$; run thence Northwesterly along the arc of said curve, 615.42 feet, said arc being subtended by a chord bearing and distance of North $72^{\circ} 08' 55''$ West, 609.42 feet to the point of tangency; thence North $86^{\circ} 01' 52''$ West, 208.16 feet; thence North $03^{\circ} 58' 08''$ East, 122.91 feet; thence North $32^{\circ} 46' 24''$ West, 67.85 feet; thence North $25^{\circ} 49' 20''$ West, 89.50 feet; thence North $46^{\circ} 35' 57''$ East, 43.17 feet; thence North $72^{\circ} 09' 49''$ East, 73.08 feet; thence North $84^{\circ} 49' 27''$ East, 288.02 feet; thence North $77^{\circ} 03' 34''$ East, 102.48 feet; thence North $62^{\circ} 03' 30''$ East, 130.67 feet; thence North $26^{\circ} 39' 37''$ East, 52.01 feet to the Point of Beginning.

Said land containing 34.34 acres, more or less.



Sunshine State
Surveyors, Inc.

O.R. 1086 PG 0686

May 31, 1994

Work Order No. S94-169
File No. 94C-5787

CONSERVATION EASEMENT NO. 2

A part of Section 33, Township 4 South, Range 27 East, St. Johns County, Florida.

For a Point of Reference, commence at the Northeast corner of lands described and recorded in Official Records Volume 328, Page 644, run thence South 02° 10' 06" West, along the Easterly line of said lands, 68.36 feet to an intersection with the Southerly line of Tract B, described and recorded in Map Book 17, Pages 1 - 21 of the Public Records of St. Johns County, Florida; run thence South 76° 22' 54" East, departing said Easterly line and running along said Southerly line of Tract B, 100.97 feet to the Point of Beginning.

From the Point of Beginning, run thence South 76° 22' 54" East, continuing along said Southerly line of Tract B, 235.70 feet; thence South 21° 19' 24" East, departing said Southerly line, 443.12 feet; thence South 41° 36' 06" East, 441.44 feet; thence South 53° 05' 24" East, 478.74 feet; thence South 50° 23' 46" East, 196.96 feet; thence South 51° 58' 27" East, 521.85 feet; thence South 41° 34' 11" East, 233.63 feet; thence South 63° 13' 28" East, 308.81 feet; thence South 25° 51' 25" West, 200.26 feet; thence North 80° 53' 21" West, 98.80 feet; thence North 15° 20' 49" West, 168.12 feet; thence South 29° 47' 03" West, 227.87 feet; thence South 64° 26' 09" West, 58.41 feet; thence North 44° 03' 14" West, 90.06 feet; thence North 29° 47' 03" East, 263.87 feet; thence North 50° 34' 20" West, 454.51 feet; thence North 75° 43' 51" West, 74.19 feet; thence North 53° 28' 41" West, 124.48 feet; thence North 49° 19' 59" West, 317.06 feet; thence South 66° 35' 23" West, 89.09 feet; thence South 10° 23' 05" West, 209.91 feet; thence South 66° 38' 36" East, 341.92 feet; thence South 79° 42' 52" East, 150.04 feet to a point lying in a curve concave Southwesterly, having a radius of 465.00 feet and a central angle of 29° 08' 12"; thence Southeasterly along the arc of said curve, 236.47 feet, said arc being subtended by a chord bearing and distance of South 31° 51' 12" East, 233.93 feet to a point of tangency; thence South 17° 17' 06" East, 49.10 feet; thence South 85° 39' 51" West, 173.65 feet; thence North 45° 10' 29" West, 304.93 feet; thence North 76° 11' 24" West, 465.68 feet; thence South 00° 00' 00" East, 153.44 feet to a point lying in a curve concave Southerly having a radius of 1035.00 feet and a central angle of 02° 47' 22"; thence Northwesterly along the arc of said curve, 50.39 feet, said arc being subtended by a chord bearing and distance of North 89° 56' 52" West, 50.39 feet to the point of tangency; thence South 88° 39' 27" West, 132.63 feet to the point of curvature of a curve concave Northerly, having a radius of 265.00 feet and a central angle of 10° 27' 33"; thence Northwesterly along the arc of said curve, 48.37 feet, said arc being subtended by a chord bearing and distance of North 86° 06' 47" West, 48.31 feet; thence North 09° 06' 59" East, 64.77 feet; thence North 29° 42' 07" East, 172.05 feet; thence North 05° 40' 42" West, 198.03 feet to the Point of Beginning.

May 31, 1994

Work Order No. S94-169

File No. 94C-5787

Page 2 of 2

CONSERVATION EASEMENT NO. 2

thence North 21° 59' 33" East, 270.24 feet; thence North 48° 41' 08" West, 276.23 feet; thence North 83° 41' 36" West, 224.36 feet; thence South 50° 10' 25" West, 291.43 feet; thence North 40° 54' 35" West, 114.49 feet; thence North 72° 00' 51" East, 94.17 feet; thence North 47° 31' 47" East, 241.45 feet; thence North 41° 00' 55" West, 180.93 feet; thence North 45° 36' 44" West, 235.97 feet; thence North 01° 16' 55" West, 249.08 feet; thence North 18° 02' 22" West, 314.13 feet to the Point of Beginning.

Sand lands containing 18.33 acres, more or less.



Sunshine State
Surveyors, inc.

O.R. 1086 PG 0686

June 1, 1994

Work Order No. S94-169
File No. 94C-5787

CONSERVATION EASEMENT NO. 3

A part of Section 33, Township 4 South, Range 27 East, St. Johns County, Florida.

For a Point of Reference, commence at the Northeast corner of lands described and recorded in Official Records Volume 328, Page 644; run thence South $02^{\circ} 10' 06''$ West, along the Easterly line of said lands, 767.03 feet; thence South $21^{\circ} 03' 56''$ West, along the Easterly line of said lands 368.86 feet to the Point of Beginning.

From the Point of Beginning, run thence South $58^{\circ} 28' 11''$ East, departing said Easterly line, 107.09 feet; thence North $72^{\circ} 23' 11''$ East, 107.66 feet; thence South $17^{\circ} 36' 49''$ East, 179.82 feet; thence South $72^{\circ} 23' 11''$ West, 306.83 feet; thence North $70^{\circ} 41' 34''$ West, 62.23 feet to the Easterly line of lands described and recorded in Official Records Volume 328, Page 644; thence North $21^{\circ} 03' 56''$ East, along the Easterly line of said lands, 286.21 feet to the Point of Beginning.

Said lands containing 1.39 acres, more or less.

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION is made this 28th day of February 1992, by GENERAL DEVELOPMENT CORPORATION, a Florida Corporation, having an address at 2601 South Bayshore Drive, Miami, Florida 33133-5461 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32078-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property possesses environmental value of great importance to the Grantor and to the people of St. Johns County, Florida; and

WHEREAS, Grantor intends, as the Property owner, to convey to Grantee the right to preserve and protect the environmental value of the Property in perpetuity; and

WHEREAS, Grantor is required to grant and create this easement pursuant to MSSW Permit No. 4-109-0025M and dredge and fill Permit No. 12-109-0012 issued by Grantee.

WHEREAS, Grantee agrees, by accepting this grant, to honor Grantor's intentions stated herein, and to preserve and protect in perpetuity the environmental value of the Property for the benefit of this generation and the generations to come;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Easement").

1. Purpose. This Easement's purpose is to assure that the Property will be retained forever, except as herein provided, in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Rights of Grantee. To accomplish the purposes stated above, the following rights are conveyed to Grantee by this Easement:

(23) REC 73004/12 00
Doc .60

Pro Anastasia
RETURN TO:
Satsel, McKinley & Iversen, P.A.
1851 Placida Rd., Suite #104
Englewood, Florida 34223

(a) To preserve and protect the environmental value of the Property;

(b) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use.

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

(d) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited, unless such activity or use is or has been authorized by Permits #4-109-0025M and 12-109-0012 issued by Grantee, and Corps of Engineers Permit #89NWR-91169, as such permits may from time be amended or modified (the "Permits"). Without limiting the generality of the foregoing, except as otherwise provided for herein, the following activities and uses are expressly prohibited:

(a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, except as may be required for constructing or repairing bridges, roads or cart paths as approved under the Permits;

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

(c) Removal or destruction of living trees, shrubs, or other vegetation. Grantor may, however, selectively clear and/or trim trees and other vegetation within the Property in accordance with Permit No.'s 4-109-0025M and 12-109-0012, as modified by that certain letter modification dated February 28, 1992, issued by Grantee.

(d) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface;

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

condition and except for surface use within golf course fairways, bridges, cart paths and roads approved under the above-referenced Permits and temporary use of existing trail roads for construction of the Julington Creek Golf Course;

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

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

4. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. This Easement does not constitute a dedication of public access and no person (except as otherwise contemplated herein), except authorized employees of Grantee acting within the scope of their authority during normal business hours, may have access to or enter upon the Property.

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

6. Grantee's Liability. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage to the Property, except for such damage as may be caused by Grantee.

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

emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

8. Assignment. The rights and obligations of this Easement are transferable, but Grantee may assign its rights and obligations under this Easement only to its successor agency or to an agency of the State of Florida. As a condition of such transfer, Grantee shall require that the environmental purposes that this Grant is intended to advance continue to be carried out.

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

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

IN WITNESS WHEREOF, Grantor has set its hand on the day and year first above written.

GRANTOR

Signed, sealed and delivered
in our presence as witnesses:

Charles A. Thompson
Notary Public
Charles A. Thompson
CHARLES A. THOMPSON

Charles A. Thompson
Notary Public
Charles A. Thompson
CHARLES A. THOMPSON

STATE OF FLORIDA
COUNTY OF Duval

GENERAL DEVELOPMENT CORPORATION

By: [Signature]
Its President
(SEAL) Jay L. Brown

ATTEST:

By: [Signature]
Its Secretary
Maria Langley

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

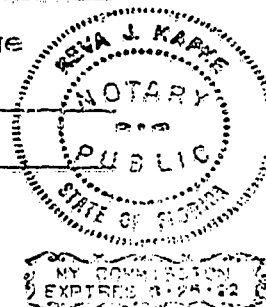
Joe F. Basam and Marcia Longley, to me known to the individuals described in and who executed the foregoing instrument and, if Grantor of the foregoing instrument is a corporation, that the seal affixed thereto is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation. *They were not personally known to me and who were not known to me and who produced Florida drivers licenses and did not take oaths.*

WITNESS my hand and official seal in the County and State last aforesaid on this 28th day of February, 1992.

Reva J. Kapke
Name: Reva J. Kapke
NOTARY PUBLIC
State of Florida at Large

My Commission Expires: _____

Commission Number: _____



40416

CONSERVATION EASEMENT "W-1"

A PART OF SECTIONS 32 AND 33, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 13 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA SAID POINT ALSO BEING THE MOST NORTHWESTERLY CORNER OF SAID JULINGTON CREEK UNIT NINE; THENCE SOUTH 85°08'13" EAST ALONG THE SAID SOUTHERLY LINE OF DAVIS POND BOULEVARD A DISTANCE OF 199.26 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2300.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG THE SAID SOUTHERLY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1201.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°53'52" EAST AND A CHORD DISTANCE OF 1187.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°55'57" EAST CONTINUING ALONG SAID SOUTHERLY LINE OF DAVIS POND BOULEVARD A DISTANCE OF 700.25 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2100.01 FEET, THENCE EASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1312.15 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°49'58" EAST AND A CHORD DISTANCE OF 1290.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79°16'02" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD A DISTANCE OF 19.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79°16'02" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 397.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1700.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 863.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°08'35" EAST, AND A CHORD DISTANCE OF 856.45 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 82°02'23" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD, A DISTANCE OF 98.59 FEET; THENCE SOUTH 70°19'16" EAST, A DISTANCE OF 51.63 FEET; THENCE SOUTH 73°19'13" EAST, A DISTANCE OF 91.92 FEET; THENCE SOUTH 56°10'36" EAST, A DISTANCE OF 53.78 FEET; THENCE SOUTH 88°19'46" EAST, A DISTANCE OF 34.25 FEET; THENCE SOUTH 76°43'47" EAST, A DISTANCE OF 47.78 FEET; THENCE SOUTH 65°31'13" EAST, A DISTANCE OF 69.04 FEET; THENCE NORTH 84°29'27" EAST, A DISTANCE OF 52.40 FEET; THENCE SOUTH 53°43'14" EAST, A DISTANCE OF 64.96 FEET; THENCE SOUTH 17°58'51" EAST, A DISTANCE OF 42.48 FEET; THENCE SOUTH 52°29'50" EAST, A DISTANCE OF 82.75 FEET; THENCE NORTH 57°16'13" EAST, A DISTANCE OF 74.38 FEET; THENCE SOUTH 53°37'26" EAST, A DISTANCE OF 82.67 FEET; THENCE NORTH 81°25'50" EAST, A DISTANCE OF 60.37 FEET; THENCE SOUTH 07°16'07" WEST, A DISTANCE OF 29.60 FEET; THENCE SOUTH 64°30'07" EAST, A DISTANCE OF 31.08 FEET; THENCE SOUTH 69°51'18" EAST, A DISTANCE OF 56.98 FEET; THENCE SOUTH 52°24'12" EAST, A DISTANCE OF 91.97 FEET; THENCE SOUTH

68°06'36" EAST, A DISTANCE OF 94.26 FEET; THENCE SOUTH 67°41'43" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 81°57'36" EAST, A DISTANCE OF 105.00 FEET; THENCE SOUTH 81°51'11" EAST, A DISTANCE OF 90.34 FEET TO A POINT ON A CURVE, SAID POINT BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT FIVE AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DURBIN CREEK BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 586.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'26" EAST, AND A CHORD DISTANCE OF 585.04 FEET; TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°15'18" EAST, AND A CHORD DISTANCE OF 35.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17°10'00" WEST, A DISTANCE OF 263.22 FEET; THENCE NORTH 79°40'00" WEST, A DISTANCE OF 614.34 FEET; THENCE NORTH 79°29'42" WEST, A DISTANCE OF 74.52 FEET; THENCE NORTH 76°50'41" WEST, A DISTANCE OF 73.49 FEET; THENCE NORTH 73°23'33" WEST, A DISTANCE OF 73.49 FEET; THENCE NORTH 69°56'26" WEST, A DISTANCE OF 73.49 FEET; THENCE NORTH 67°12'39" WEST, A DISTANCE OF 74.46 FEET; THENCE NORTH 67°00'00" WEST, A DISTANCE OF 375.00 FEET; THENCE NORTH 68°35'07" WEST, A DISTANCE OF 81.32 FEET; THENCE NORTH 76°24'08" WEST, A DISTANCE OF 96.51 FEET; THENCE NORTH 85°39'59" WEST, A DISTANCE OF 102.15 FEET; THENCE SOUTH 86°08'48" WEST, A DISTANCE OF 85.28 FEET; THENCE SOUTH 78°40'00" WEST, A DISTANCE OF 453.87 FEET; THENCE SOUTH 79°31'15" WEST, A DISTANCE OF 73.21 FEET; THENCE SOUTH 86°54'15" WEST, A DISTANCE OF 71.01 FEET; THENCE NORTH 84°25'52" WEST, A DISTANCE OF 71.01 FEET; THENCE SOUTH 09°54'04" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 570.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 112.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°27'58" WEST, AND A CHORD DISTANCE OF 111.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 68°50'00" WEST, A DISTANCE OF 139.58 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 460.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 33.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°53'46" WEST, AND A CHORD DISTANCE OF 33.12 FEET TO A POINT ON SAID CURVE; THENCE NORTH 17°02'28" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 77°22'50" WEST, A DISTANCE OF 86.35 FEET; THENCE NORTH 86°13'27" WEST, A DISTANCE OF 86.35 FEET; THENCE SOUTH 84°55'57" WEST, A DISTANCE OF 86.35 FEET; THENCE SOUTH 76°05'20" WEST, A DISTANCE OF 86.35 FEET; THENCE SOUTH 67°14'44" WEST, A DISTANCE OF 86.35 FEET; THENCE SOUTH 58°35'47" WEST, A DISTANCE OF 84.58 FEET; THENCE SOUTH 55°30'00" WEST, A DISTANCE OF 119.09 FEET; THENCE SOUTH 65°41'06" WEST, A DISTANCE OF 51.84 FEET; THENCE NORTH 89°33'16" WEST, A DISTANCE OF 88.29 FEET; THENCE NORTH 59°07'19" WEST, A DISTANCE OF 87.62 FEET; THENCE NORTH 47°31'47" WEST, A DISTANCE OF 72.68 FEET; THENCE NORTH 14°03'06" WEST, A DISTANCE OF 23.11 FEET; THENCE NORTH 02°00'00" WEST, A

DISTANCE OF 87.55 FEET; THENCE NORTH 78°30'00" EAST, A DISTANCE OF 134.65 FEET; THENCE NORTH 65°24'54" EAST, A DISTANCE OF 67.92 FEET; THENCE NORTH 38°17'32" EAST, A DISTANCE OF 72.77 FEET; THENCE NORTH 10°13'02" EAST, A DISTANCE OF 72.77 FEET; THENCE NORTH 17°51'27" WEST, A DISTANCE OF 72.77 FEET; THENCE NORTH 45°55'57" WEST, A DISTANCE OF 72.77 FEET; THENCE NORTH 74°00'27" WEST, A DISTANCE OF 72.77 FEET; THENCE SOUTH 77°55'03" WEST, A DISTANCE OF 72.77 FEET; THENCE SOUTH 50°46'40" WEST, A DISTANCE OF 75.55 FEET; THENCE SOUTH 78°30'00" WEST, A DISTANCE OF 87.80 FEET; THENCE NORTH 02°00'00" WEST, A DISTANCE OF 191.10 FEET; THENCE NORTH 59°26'32" EAST, A DISTANCE OF 24.47 FEET; THENCE NORTH 65°15'46" EAST, A DISTANCE OF 67.76 FEET; THENCE SOUTH 78°26'19" EAST, A DISTANCE OF 48.74 FEET; THENCE NORTH 87°09'29" EAST, A DISTANCE OF 39.23 FEET; THENCE SOUTH 61°25'54" EAST, A DISTANCE OF 22.78 FEET; THENCE NORTH 75°23'39" EAST, A DISTANCE OF 105.94 FEET; THENCE SOUTH 80°46'18" EAST, A DISTANCE OF 36.65 FEET; THENCE NORTH 56°44'44" EAST, A DISTANCE OF 38.30 FEET; THENCE NORTH 65°16'25" EAST, A DISTANCE OF 97.19 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON DECEMBER 16, 1991, 39.14 ACRES MORE OR LESS.

CONSERVATION EASEMENT "W-2"

A PART OF SECTIONS 32 AND 33 TOGETHER WITH A PART OF THE CONSTANCE MCFEE GRANT, SECTION 54 AND A PART OF THE R. PENGREE GRANT, SECTION 57 ALL BEING IN TOWNSHIP 4 SOUTH, RANGE 27 EAST TOGETHER WITH A PART OF SECTION 4 AND A PART OF GOVERNMENT LOT 2, SECTION 5 ALL BEING IN TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF JULINGTON CREEK UNIT NINE AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 13 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 55 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE MOST NORTHWESTERLY CORNER OF SAID JULINGTON CREEK UNIT NINE; THENCE SOUTH 85°08'13" EAST ALONG SAID SOUTHERLY LINE OF DAVIS POND BOULEVARD, A DISTANCE OF 199.26 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2300.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1201.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°53'52" EAST AND A CHORD DISTANCE OF 1187.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°55'57" EAST CONTINUING ALONG SAID SOUTHERLY LINE OF DAVIS POND BOULEVARD A DISTANCE OF 381.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH 64°55'57" EAST CONTINUING ALONG SAID SOUTHERLY LINE OF DAVIS POND BOULEVARD, A DISTANCE OF 318.72 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 2100.01 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 576.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 72°48'00" EAST, AND A CHORD DISTANCE OF 574.92 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 03°24'54" EAST, LEAVING SAID SOUTHERLY LINE OF DAVIS POND BOULEVARD, A DISTANCE OF 79.38 FEET; THENCE SOUTH 16°13'36" EAST, A DISTANCE OF 49.26 FEET; THENCE SOUTH 50°27'11" EAST, A DISTANCE OF 56.16 FEET; THENCE NORTH 79°51'17" EAST, A DISTANCE OF 40.19 FEET; THENCE NORTH 53°58'55" EAST, A DISTANCE OF 59.48 FEET; THENCE NORTH 71°59'57" EAST, A DISTANCE OF 33.67 FEET; THENCE NORTH 68°04'43" EAST, A DISTANCE OF 48.76 FEET; THENCE SOUTH 67°53'23" EAST, A DISTANCE OF 15.01 FEET; THENCE SOUTH 02°00'00" EAST, A DISTANCE OF 222.75 FEET; THENCE SOUTH 78°30'00" WEST, A DISTANCE OF 56.31 FEET; THENCE SOUTH 77°39'14" WEST, A DISTANCE OF 45.99 FEET; THENCE SOUTH 75°21'31" WEST, A DISTANCE OF 78.77 FEET; THENCE SOUTH 72°27'37" WEST, A DISTANCE OF 78.77 FEET; THENCE SOUTH 69°33'44" WEST, A DISTANCE OF 78.77 FEET; THENCE SOUTH 66°39'50" WEST, A DISTANCE OF 78.77 FEET; THENCE SOUTH 63°46'21" WEST, A DISTANCE OF 78.77 FEET; THENCE SOUTH 61°50'00" WEST, A DISTANCE OF 325.63 FEET; THENCE SOUTH 60°53'18" WEST, A DISTANCE OF 77.77 FEET; THENCE SOUTH 58°30'07" WEST, A DISTANCE OF 78.14 FEET; THENCE SOUTH 56°15'35" WEST, A DISTANCE OF 78.14 FEET; THENCE SOUTH 54°00'00" WEST, A DISTANCE OF 977.31 FEET; THENCE SOUTH 50°41'42" WEST, A DISTANCE OF 81.10 FEET; THENCE SOUTH 46°20'40" WEST, A DISTANCE OF 81.11 FEET; THENCE SOUTH 42°10'00" WEST, A DISTANCE OF

77.05 FEET; THENCE SOUTH 39°40'28" WEST, A DISTANCE OF 83.88 FEET; THENCE SOUTH 30°11'57" WEST, A DISTANCE OF 87.90 FEET; THENCE SOUTH 59°35'34" WEST, A DISTANCE OF 118.70 FEET; THENCE SOUTH 35°48'44" WEST, A DISTANCE OF 52.22 FEET; THENCE SOUTH 08°42'50" WEST, A DISTANCE OF 60.62 FEET; THENCE SOUTH 25°58'35" EAST, A DISTANCE OF 44.83 FEET; THENCE SOUTH 76°43'22" EAST, A DISTANCE OF 39.08 FEET; THENCE SOUTH 66°10'31" EAST, A DISTANCE OF 46.03 FEET; THENCE NORTH 72°24'36" EAST, A DISTANCE OF 42.07 FEET; THENCE SOUTH 62°56'20" EAST, A DISTANCE OF 43.75 FEET; THENCE SOUTH 62°01'44" EAST, A DISTANCE OF 27.89 FEET; THENCE SOUTH 84°43'06" EAST, A DISTANCE OF 38.47 FEET; THENCE SOUTH 74°54'00" EAST, A DISTANCE OF 40.60 FEET; THENCE SOUTH 73°27'47" EAST, A DISTANCE OF 25.38 FEET; THENCE SOUTH 61°55'17" EAST, A DISTANCE OF 39.15 FEET; THENCE SOUTH 81°13'16" EAST, A DISTANCE OF 33.59 FEET; THENCE SOUTH 89°26'03" EAST, A DISTANCE OF 59.19 FEET; THENCE NORTH 82°03'11" EAST, A DISTANCE OF 42.41 FEET; THENCE SOUTH 88°02'16" EAST, A DISTANCE OF 44.96 FEET; THENCE NORTH 69°35'37" EAST, A DISTANCE OF 50.66 FEET; THENCE SOUTH 81°31'02" EAST, A DISTANCE OF 63.36 FEET; THENCE SOUTH 85°39'36" EAST, A DISTANCE OF 30.83 FEET; THENCE SOUTH 73°03'58" EAST, A DISTANCE OF 38.57 FEET; THENCE SOUTH 76°00'19" EAST, A DISTANCE OF 40.82 FEET; THENCE NORTH 71°48'46" EAST, A DISTANCE OF 50.51 FEET; THENCE SOUTH 61°38'16" EAST, A DISTANCE OF 37.18 FEET; THENCE NORTH 84°04'55" EAST, A DISTANCE OF 30.50 FEET; THENCE SOUTH 71°40'08" EAST, A DISTANCE OF 38.05 FEET; THENCE NORTH 81°26'26" EAST, A DISTANCE OF 96.24 FEET; THENCE NORTH 54°20'57" EAST, A DISTANCE OF 27.66 FEET; THENCE NORTH 78°37'30" EAST, A DISTANCE OF 24.93 FEET; THENCE SOUTH 85°21'37" EAST, A DISTANCE OF 43.14 FEET; THENCE SOUTH 73°32'25" EAST, A DISTANCE OF 35.44 FEET; THENCE SOUTH 63°48'39" EAST, A DISTANCE OF 27.14 FEET; THENCE NORTH 70°23'09" EAST, A DISTANCE OF 42.12 FEET; THENCE SOUTH 26°06'36" EAST, A DISTANCE OF 58.58 FEET; THENCE SOUTH 77°44'21" EAST, A DISTANCE OF 38.97 FEET; THENCE NORTH 82°43'50" EAST, A DISTANCE OF 69.65 FEET; THENCE NORTH 85°29'25" EAST, A DISTANCE OF 31.48 FEET; THENCE SOUTH 76°42'44" EAST, A DISTANCE OF 44.33 FEET; THENCE SOUTH 77°03'53" EAST, A DISTANCE OF 50.77 FEET; THENCE NORTH 65°31'31" EAST, A DISTANCE OF 43.92 FEET; THENCE NORTH 89°12'45" EAST, A DISTANCE OF 25.95 FEET; THENCE SOUTH 80°52'19" EAST, A DISTANCE OF 38.46 FEET; THENCE NORTH 72°14'03" EAST, A DISTANCE OF 47.92 FEET; THENCE SOUTH 73°15'16" EAST, A DISTANCE OF 24.70 FEET; THENCE NORTH 73°59'28" EAST, A DISTANCE OF 41.67 FEET; THENCE NORTH 84°47'31" EAST, A DISTANCE OF 33.82 FEET; THENCE NORTH 83°42'19" EAST, A DISTANCE OF 48.22 FEET; THENCE NORTH 50°37'01" EAST, A DISTANCE OF 49.25 FEET; THENCE NORTH 35°27'22" EAST, A DISTANCE OF 42.55 FEET; THENCE NORTH 35°14'51" EAST, A DISTANCE OF 31.26 FEET; THENCE SOUTH 89°30'00" EAST, A DISTANCE OF 460.00 FEET; THENCE NORTH 86°04'14" EAST, A DISTANCE OF 93.79 FEET; THENCE NORTH 59°07'54" EAST, A DISTANCE OF 113.64 FEET; THENCE NORTH 28°34'42" EAST, A DISTANCE OF 114.63 FEET; THENCE NORTH 00°30'00" EAST, A DISTANCE OF 92.71 FEET; THENCE NORTH 23°24'34" EAST, A DISTANCE OF 10.82 FEET; THENCE NORTH 28°25'08" EAST, A DISTANCE OF 46.38 FEET; THENCE NORTH 27°47'52" EAST, A DISTANCE OF 54.89 FEET; THENCE NORTH 16°38'23" EAST, A DISTANCE OF 49.40 FEET; THENCE NORTH 32°32'11" WEST, A DISTANCE OF 46.43 FEET; THENCE NORTH 15°39'27" WEST, A DISTANCE OF 36.96 FEET; THENCE NORTH 07°50'35" WEST, A DISTANCE OF 23.64 FEET; THENCE NORTH 28°40'33"

WEST, A DISTANCE OF 29.76 FEET; THENCE NORTH 01°44'23" EAST, A DISTANCE OF 27.15 FEET; THENCE NORTH 29°26'09" WEST, A DISTANCE OF 32.11 FEET; THENCE NORTH 26°13'41" EAST, A DISTANCE OF 29.27 FEET; THENCE NORTH 55°52'32" WEST, A DISTANCE OF 34.30 FEET; THENCE NORTH 38°44'19" WEST, A DISTANCE OF 21.14 FEET; THENCE NORTH 80°41'15" WEST, A DISTANCE OF 23.51 FEET; THENCE SOUTH 65°06'58" WEST, A DISTANCE OF 25.79 FEET; THENCE SOUTH 61°46'49" WEST, A DISTANCE OF 35.72 FEET; THENCE SOUTH 48°36'44" WEST, A DISTANCE OF 29.72 FEET; THENCE SOUTH 46°58'02" WEST, A DISTANCE OF 43.86 FEET; THENCE SOUTH 45°33'05" WEST, A DISTANCE OF 15.45 FEET; THENCE NORTH 62°03'59" WEST, A DISTANCE OF 43.31 FEET; THENCE NORTH 00°24'24" EAST, A DISTANCE OF 29.99 FEET; THENCE NORTH 18°22'45" WEST, A DISTANCE OF 16.15 FEET; THENCE NORTH 58°52'27" WEST, A DISTANCE OF 17.58 FEET; THENCE NORTH 86°43'40" WEST, A DISTANCE OF 22.07 FEET; THENCE NORTH 60°03'24" WEST, A DISTANCE OF 23.41 FEET; THENCE NORTH 25°33'19" EAST, A DISTANCE OF 24.59 FEET; THENCE NORTH 39°55'51" EAST, A DISTANCE OF 19.45 FEET; THENCE NORTH 39°55'16" EAST, A DISTANCE OF 14.43 FEET; THENCE NORTH 83°30'36" EAST, A DISTANCE OF 18.06 FEET; THENCE SOUTH 80°48'10" EAST, A DISTANCE OF 35.06 FEET; THENCE NORTH 68°19'35" EAST, A DISTANCE OF 26.43 FEET; THENCE NORTH 39°08'31" EAST, A DISTANCE OF 28.20 FEET; THENCE SOUTH 86°38'16" EAST, A DISTANCE OF 22.21 FEET; THENCE SOUTH 34°14'13" EAST, A DISTANCE OF 29.22 FEET; THENCE NORTH 58°09'16" EAST, A DISTANCE OF 47.08 FEET; THENCE NORTH 83°25'06" EAST, A DISTANCE OF 40.15 FEET; THENCE NORTH 86°45'24" EAST, A DISTANCE OF 34.08 FEET; THENCE NORTH 86°45'24" EAST, A DISTANCE OF 24.20 FEET; THENCE SOUTH 28°37'32" EAST, A DISTANCE OF 34.01 FEET; THENCE SOUTH 56°42'02" EAST, A DISTANCE OF 72.77 FEET; THENCE SOUTH 84°46'32" EAST, A DISTANCE OF 72.77 FEET; THENCE NORTH 67°08'59" EAST, A DISTANCE OF 72.77 FEET; THENCE NORTH 39°04'29" EAST, A DISTANCE OF 72.77 FEET; THENCE NORTH 10°59'59" EAST, A DISTANCE OF 72.77 FEET; THENCE NORTH 18°46'08" WEST, A DISTANCE OF 81.34 FEET; THENCE NORTH 34°30'00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 55°49'25" EAST, A DISTANCE OF 73.68 FEET; THENCE NORTH 65°08'40" EAST, A DISTANCE OF 69.23 FEET; THENCE NORTH 78°23'45" EAST, A DISTANCE OF 69.23 FEET; THENCE NORTH 04°58'42" WEST, A DISTANCE OF 100.00 FEET, TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 182.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°54'21" EAST, AND A CHORD DISTANCE OF 180.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°50'00" EAST, A DISTANCE OF 139.58 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 630.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 122.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°22'51" EAST, AND A CHORD DISTANCE OF 121.21 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 10°04'18" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 24°05'39" EAST, A DISTANCE OF 33.52 FEET; THENCE SOUTH 23°56'40" EAST, A DISTANCE OF 42.41 FEET; THENCE SOUTH 03°13'42" WEST, A DISTANCE OF 21.79 FEET; THENCE SOUTH 15°06'08" WEST, A DISTANCE OF 49.43 FEET; THENCE SOUTH 58°27'25" WEST, A DISTANCE OF 37.06 FEET; THENCE SOUTH 14°12'59" WEST, A DISTANCE OF 39.81 FEET; THENCE SOUTH 14°06'18" WEST, A DISTANCE OF 35.26 FEET; THENCE SOUTH 05°30'44" EAST, A DISTANCE OF 59.23 FEET; THENCE SOUTH 13°32'44" EAST, A DISTANCE OF 69.47 FEET;

THENCE SOUTH 02°48'29" WEST, A DISTANCE OF 62.25 FEET; THENCE SOUTH
 23°18'08" EAST, A DISTANCE OF 33.59 FEET; THENCE SOUTH 06°58'18"
 EAST, A DISTANCE OF 28.99 FEET; THENCE SOUTH 00°34'45" WEST, A
 DISTANCE OF 27.98 FEET; THENCE SOUTH 75°09'48" WEST, A DISTANCE OF
 34.16 FEET; THENCE SOUTH 68°25'59" WEST, A DISTANCE OF 34.01 FEET;
 THENCE SOUTH 33°58'53" WEST, A DISTANCE OF 30.06 FEET; THENCE SOUTH
 17°07'17" WEST, A DISTANCE OF 39.41 FEET; THENCE SOUTH 03°11'27"
 WEST, A DISTANCE OF 38.32 FEET; THENCE SOUTH 14°09'59" WEST, A
 DISTANCE OF 29.30 FEET; THENCE SOUTH 16°15'56" EAST, A DISTANCE OF
 36.81 FEET; THENCE SOUTH 04°53'36" EAST, A DISTANCE OF 47.23 FEET;
 THENCE SOUTH 01°51'46" WEST, A DISTANCE OF 49.25 FEET; THENCE SOUTH
 07°29'47" EAST, A DISTANCE OF 43.35 FEET; THENCE SOUTH 39°30'16"
 EAST, A DISTANCE OF 49.35 FEET; THENCE SOUTH 76°47'31" EAST, A
 DISTANCE OF 56.79 FEET; THENCE SOUTH 88°51'48" EAST, A DISTANCE OF
 38.93 FEET; THENCE SOUTH 70°51'21" EAST, A DISTANCE OF 37.35 FEET;
 THENCE SOUTH 72°46'27" EAST, A DISTANCE OF 36.43 FEET; THENCE SOUTH
 75°34'50" EAST, A DISTANCE OF 44.99 FEET; THENCE NORTH 73°49'44"
 EAST, A DISTANCE OF 47.58 FEET; THENCE SOUTH 78°28'42" EAST, A
 DISTANCE OF 34.46 FEET; THENCE SOUTH 79°59'42" EAST, A DISTANCE OF
 47.74 FEET; THENCE NORTH 82°41'29" EAST, A DISTANCE OF 40.12 FEET;
 THENCE SOUTH 77°18'39" EAST, A DISTANCE OF 33.56 FEET; THENCE SOUTH
 76°34'28" EAST, A DISTANCE OF 56.01 FEET; THENCE NORTH 85°57'14"
 EAST, A DISTANCE OF 37.01 FEET; THENCE SOUTH 81°45'09" EAST, A
 DISTANCE OF 49.63 FEET; THENCE SOUTH 60°57'24" EAST, A DISTANCE OF
 54.93 FEET; THENCE NORTH 65°28'08" EAST, A DISTANCE OF 46.87 FEET;
 THENCE NORTH 58°49'21" EAST, A DISTANCE OF 30.57 FEET; THENCE NORTH
 67°19'40" EAST, A DISTANCE OF 28.33 FEET; THENCE NORTH 86°11'16"
 EAST, A DISTANCE OF 32.62 FEET; THENCE NORTH 80°25'25" EAST, A
 DISTANCE OF 14.86 FEET; THENCE NORTH 57°59'47" EAST, A DISTANCE OF
 154.40 FEET; THENCE NORTH 65°51'59" EAST, A DISTANCE OF 48.48 FEET;
 THENCE NORTH 40°05'59" EAST, A DISTANCE OF 75.77 FEET; THENCE NORTH
 64°03'40" EAST, A DISTANCE OF 44.76 FEET; THENCE SOUTH 44°51'34"
 EAST, A DISTANCE OF 42.53 FEET; THENCE SOUTH 14°01'10" WEST, A
 DISTANCE OF 29.47 FEET; THENCE SOUTH 13°44'15" WEST, A DISTANCE OF
 52.44 FEET; THENCE SOUTH 43°04'01" EAST, A DISTANCE OF 35.64 FEET;
 THENCE NORTH 84°33'43" EAST, A DISTANCE OF 52.94 FEET; THENCE
 SOUTH 83°43'36" EAST, A DISTANCE OF 63.77 FEET; THENCE NORTH
 87°01'19" EAST, A DISTANCE OF 47.09 FEET; THENCE SOUTH 87°01'37"
 EAST, A DISTANCE OF 113.77 FEET; THENCE NORTH 59°04'53" EAST, A
 DISTANCE OF 44.31 FEET; THENCE NORTH 50°24'32" EAST, A DISTANCE OF
 61.62 FEET; THENCE SOUTH 79°38'22" EAST, A DISTANCE OF 58.41 FEET;
 THENCE SOUTH 57°27'38" EAST, A DISTANCE OF 61.15 FEET; THENCE SOUTH
 47°47'29" EAST, A DISTANCE OF 52.25 FEET; THENCE SOUTH 41°36'45"
 EAST, A DISTANCE OF 64.76 FEET; THENCE SOUTH 61°11'55" EAST, A
 DISTANCE OF 19.50 FEET; THENCE SOUTH 83°22'48" EAST, A DISTANCE OF
 85.14 FEET; THENCE SOUTH 52°29'14" EAST, A DISTANCE OF 114.99 FEET;
 THENCE SOUTH 56°43'25" EAST, A DISTANCE OF 113.73 FEET; THENCE
 SOUTH 83°24'32" EAST, A DISTANCE OF 62.85 FEET; THENCE SOUTH
 55°19'17" EAST, A DISTANCE OF 62.38 FEET; THENCE SOUTH 75°45'42"
 EAST, A DISTANCE OF 62.23 FEET; THENCE SOUTH 54°23'18" EAST, A
 DISTANCE OF 88.16 FEET; THENCE SOUTH 33°06'41" EAST, A DISTANCE OF
 107.22 FEET; THENCE SOUTH 49°44'13" EAST, A DISTANCE OF 73.03 FEET;
 THENCE SOUTH 55°30'32" EAST, A DISTANCE OF 98.41 FEET; THENCE SOUTH
 66°09'38" EAST, A DISTANCE OF 187.90 FEET; THENCE SOUTH 46°43'27"

EAST, A DISTANCE OF 63.88 FEET; THENCE SOUTH 51°55'15" EAST, A DISTANCE OF 61.66 FEET; THENCE SOUTH 83°44'24" EAST, A DISTANCE OF 35.82 FEET; THENCE NORTH 77°05'55" EAST, A DISTANCE OF 48.57 FEET; THENCE NORTH 42°48'53" EAST, A DISTANCE OF 29.41 FEET; THENCE NORTH 00°19'35" WEST, A DISTANCE OF 49.55 FEET; THENCE NORTH 37°20'17" EAST, A DISTANCE OF 44.68 FEET; THENCE SOUTH 81°05'25" EAST, A DISTANCE OF 49.82 FEET; THENCE NORTH 32°55'15" EAST, A DISTANCE OF 46.89 FEET; THENCE NORTH 85°42'30" EAST, A DISTANCE OF 73.02 FEET; THENCE SOUTH 76°19'35" EAST, A DISTANCE OF 58.34 FEET; THENCE NORTH 63°56'48" EAST, A DISTANCE OF 108.49 FEET; THENCE NORTH 71°53'22" EAST, A DISTANCE OF 112.66 FEET; THENCE NORTH 59°45'53" EAST, A DISTANCE OF 87.84 FEET; THENCE SOUTH 67°02'29" EAST, A DISTANCE OF 61.53 FEET; THENCE NORTH 74°30'47" EAST, A DISTANCE OF 60.66 FEET; THENCE NORTH 80°20'35" EAST, A DISTANCE OF 78.50 FEET; THENCE SOUTH 79°58'47" EAST, A DISTANCE OF 63.79 FEET; THENCE SOUTH 86°17'14" EAST, A DISTANCE OF 63.53 FEET; THENCE NORTH 54°22'45" EAST, A DISTANCE OF 46.08 FEET; THENCE SOUTH 84°07'35" EAST, A DISTANCE OF 73.55 FEET; THENCE SOUTH 47°40'51" EAST, A DISTANCE OF 64.25 FEET; THENCE SOUTH 25°00'27" EAST, A DISTANCE OF 70.05 FEET; THENCE SOUTH 05°19'41" WEST, A DISTANCE OF 53.40 FEET; THENCE SOUTH 11°06'56" WEST, A DISTANCE OF 78.75 FEET; THENCE SOUTH 17°42'22" EAST, A DISTANCE OF 66.76 FEET; THENCE SOUTH 08°24'26" EAST, A DISTANCE OF 72.24 FEET; THENCE SOUTH 28°09'03" WEST, A DISTANCE OF 206.56 FEET; THENCE SOUTH 02°35'31" EAST, A DISTANCE OF 57.42 FEET; THENCE SOUTH 07°52'07" EAST, A DISTANCE OF 60.41 FEET; THENCE SOUTH 04°11'16" EAST, A DISTANCE OF 63.67 FEET; THENCE SOUTH 73°26'52" EAST, A DISTANCE OF 101.94 FEET; THENCE SOUTH 60°43'32" EAST, A DISTANCE OF 59.11 FEET; THENCE SOUTH 82°25'33" EAST, A DISTANCE OF 61.54 FEET; THENCE SOUTH 82°37'22" EAST, A DISTANCE OF 43.62 FEET; THENCE SOUTH 60°41'28" EAST, A DISTANCE OF 54.99 FEET; THENCE SOUTH 35°59'03" EAST, A DISTANCE OF 46.68 FEET; THENCE SOUTH 80°37'32" EAST, A DISTANCE OF 45.27 FEET; THENCE SOUTH 61°41'14" EAST, A DISTANCE OF 49.11 FEET; THENCE SOUTH 55°04'26" EAST, A DISTANCE OF 64.83 FEET; THENCE SOUTH 82°51'10" EAST, A DISTANCE OF 56.59 FEET; THENCE SOUTH 69°00'13" EAST, A DISTANCE OF 107.71 FEET; THENCE SOUTH 52°12'10" EAST, A DISTANCE OF 47.20 FEET; THENCE NORTH 56°42'30" EAST, A DISTANCE OF 63.38 FEET; THENCE SOUTH 51°01'43" EAST, A DISTANCE OF 91.56 FEET; THENCE SOUTH 19°08'04" EAST, A DISTANCE OF 44.04 FEET; THENCE SOUTH 64°09'14" EAST, A DISTANCE OF 99.80 FEET; THENCE SOUTH 53°05'19" EAST, A DISTANCE OF 60.11 FEET; THENCE SOUTH 28°07'13" EAST, A DISTANCE OF 46.21 FEET; THENCE NORTH 78°26'56" EAST, A DISTANCE OF 46.71 FEET; THENCE NORTH 35°55'46" EAST, A DISTANCE OF 244.30 FEET; THENCE NORTH 56°42'37" WEST, A DISTANCE OF 416.75 FEET; THENCE NORTH 55°08'45" WEST, A DISTANCE OF 92.35 FEET; THENCE NORTH 36°14'05" WEST, A DISTANCE OF 475.11 FEET; THENCE NORTH 63°24'17" WEST, A DISTANCE OF 48.37 FEET; THENCE NORTH 49°06'50" WEST, A DISTANCE OF 68.96 FEET; THENCE NORTH 37°06'14" WEST, A DISTANCE OF 78.74 FEET; THENCE NORTH 34°12'32" EAST, A DISTANCE OF 91.48 FEET; THENCE NORTH 03°41'22" EAST, A DISTANCE OF 56.15 FEET; THENCE NORTH 09°01'31" WEST, A DISTANCE OF 9.65 FEET; THENCE NORTH 64°10'07" WEST, A DISTANCE OF 39.35 FEET; THENCE NORTH 22°57'09" WEST, A DISTANCE OF 72.64 FEET; THENCE NORTH 27°20'03" WEST, A DISTANCE OF 57.90 FEET; THENCE NORTH 29°18'21" WEST, A DISTANCE OF 107.41 FEET; THENCE NORTH 61°45'33" WEST, A DISTANCE OF 84.27 FEET;

THENCE NORTH 40°36'07" WEST, A DISTANCE OF 117.34 FEET; THENCE NORTH 45°56'35" WEST, A DISTANCE OF 139.33 FEET; THENCE NORTH 46°27'59" WEST, A DISTANCE OF 109.34 FEET; THENCE NORTH 49°07'21" WEST, A DISTANCE OF 106.80 FEET; THENCE NORTH 43°39'35" WEST, A DISTANCE OF 161.06 FEET; THENCE NORTH 36°02'19" WEST, A DISTANCE OF 54.06 FEET; THENCE NORTH 70°39'47" WEST, A DISTANCE OF 46.10 FEET; THENCE NORTH 60°05'59" WEST, A DISTANCE OF 75.93 FEET; THENCE NORTH 47°26'41" WEST, A DISTANCE OF 158.56 FEET; THENCE NORTH 61°31'27" WEST, A DISTANCE OF 79.84 FEET; THENCE NORTH 46°41'57" WEST, A DISTANCE OF 97.47 FEET; THENCE NORTH 56°58'21" WEST, A DISTANCE OF 103.44 FEET; THENCE NORTH 63°54'44" WEST, A DISTANCE OF 140.63 FEET; THENCE NORTH 67°02'05" WEST, A DISTANCE OF 103.42 FEET; THENCE NORTH 81°53'09" WEST, A DISTANCE OF 130.22 FEET; THENCE NORTH 26°17'59" WEST, A DISTANCE OF 50.75 FEET; THENCE NORTH 17°10'00" EAST, A DISTANCE OF 271.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°35'18" EAST AND A CHORD DISTANCE OF 35.00 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT FIVE AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF THE SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT). SAID POINT BEING THE POINT OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 682.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°13'44" EAST, AND A CHORD DISTANCE OF 680.45 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 00°56'59" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 152.95 FEET; THENCE SOUTH 19°21'14" EAST, A DISTANCE OF 59.23 FEET; THENCE SOUTH 12°00'27" EAST, A DISTANCE OF 50.67 FEET; THENCE SOUTH 27°17'47" EAST, A DISTANCE OF 47.48 FEET; THENCE SOUTH 87°19'27" EAST, A DISTANCE OF 56.37 FEET; THENCE NORTH 80°17'28" EAST, A DISTANCE OF 55.42 FEET; THENCE NORTH 53°17'28" EAST, A DISTANCE OF 18.14 FEET; THENCE SOUTH 35°11'33" EAST, A DISTANCE OF 23.91 FEET; THENCE SOUTH 15°46'35" EAST, A DISTANCE OF 62.40 FEET; THENCE SOUTH 44°19'57" EAST, A DISTANCE OF 66.80 FEET; THENCE SOUTH 51°59'43" EAST, A DISTANCE OF 58.26 FEET; THENCE SOUTH 29°04'47" EAST, A DISTANCE OF 58.34 FEET; THENCE SOUTH 35°07'40" EAST, A DISTANCE OF 74.48 FEET; THENCE SOUTH 10°59'57" EAST, A DISTANCE OF 75.80 FEET; THENCE SOUTH 21°36'32" EAST, A DISTANCE OF 65.90 FEET; THENCE SOUTH 44°44'05" EAST, A DISTANCE OF 91.39 FEET; THENCE SOUTH 52°39'14" EAST, A DISTANCE OF 26.63 FEET; THENCE SOUTH 51°50'36" EAST, A DISTANCE OF 60.72 FEET; THENCE SOUTH 41°04'49" EAST, A DISTANCE OF 270.29 FEET; THENCE SOUTH 03°34'15" EAST, A DISTANCE OF 75.73 FEET; THENCE SOUTH 29°43'52" EAST, A DISTANCE OF 94.63 FEET; THENCE SOUTH 44°49'52" EAST, A DISTANCE OF 69.01 FEET; THENCE SOUTH 10°07'00" EAST, A DISTANCE OF 38.39 FEET; THENCE SOUTH 42°12'54" EAST, A DISTANCE OF 68.89 FEET; THENCE SOUTH 50°32'59" EAST, A DISTANCE OF 15.76 FEET; THENCE SOUTH 25°57'04" EAST, A DISTANCE OF 69.73 FEET; THENCE SOUTH 72°47'43" EAST, A DISTANCE OF 76.49 FEET; THENCE SOUTH 81°43'51" EAST, A DISTANCE OF 76.31 FEET; THENCE NORTH 83°04'10" EAST, A DISTANCE OF 2.77 FEET; THENCE SOUTH

46°52'52" EAST, A DISTANCE OF 275.60 FEET; THENCE SOUTH 48°46'25" WEST, A DISTANCE OF 11.29 FEET; THENCE SOUTH 05°44'01" WEST, A DISTANCE OF 78.26 FEET; THENCE SOUTH 45°06'05" EAST, A DISTANCE OF 67.62 FEET; THENCE SOUTH 41°24'39" EAST, A DISTANCE OF 67.57 FEET; THENCE SOUTH 37°11'13" EAST, A DISTANCE OF 18.96 FEET; THENCE SOUTH 38°27'48" EAST, A DISTANCE OF 59.03 FEET; THENCE SOUTH 69°33'51" EAST, A DISTANCE OF 67.83 FEET; THENCE SOUTH 86°44'46" EAST, A DISTANCE OF 50.04 FEET; THENCE SOUTH 38°00'04" EAST, A DISTANCE OF 62.54 FEET; THENCE SOUTH 68°12'06" EAST, A DISTANCE OF 88.42 FEET; THENCE SOUTH 88°26'07" EAST, A DISTANCE OF 19.72 FEET; THENCE SOUTH 46°52'52" EAST, A DISTANCE OF 57.24 FEET; THENCE SOUTH 05°45'36" WEST, A DISTANCE OF 45.35 FEET; THENCE SOUTH 60°32'18" EAST, A DISTANCE OF 71.10 FEET; THENCE SOUTH 58°16'00" EAST, A DISTANCE OF 97.55 FEET; THENCE SOUTH 70°55'54" EAST, A DISTANCE OF 65.37 FEET; THENCE SOUTH 67°18'34" EAST, A DISTANCE OF 51.11 FEET; THENCE NORTH 76°51'07" EAST, A DISTANCE OF 60.44 FEET; THENCE SOUTH 68°27'04" EAST, A DISTANCE OF 53.70 FEET; THENCE SOUTH 59°48'56" EAST, A DISTANCE OF 84.50 FEET; THENCE SOUTH 81°37'12" EAST, A DISTANCE OF 47.48 FEET; THENCE SOUTH 33°28'07" EAST, A DISTANCE OF 66.57 FEET; THENCE SOUTH 56°59'20" EAST, A DISTANCE OF 89.68 FEET; THENCE SOUTH 38°07'50" EAST, A DISTANCE OF 68.47 FEET; THENCE SOUTH 34°06'22" EAST, A DISTANCE OF 65.91 FEET; THENCE SOUTH 72°50'39" EAST, A DISTANCE OF 57.43 FEET; THENCE SOUTH 78°25'26" EAST, A DISTANCE OF 51.12 FEET; THENCE SOUTH 79°38'53" EAST, A DISTANCE OF 55.42 FEET; THENCE SOUTH 57°52'07" EAST, A DISTANCE OF 98.45 FEET; THENCE SOUTH 32°49'26" EAST, A DISTANCE OF 183.95 FEET; THENCE SOUTH 25°39'30" WEST, A DISTANCE OF 84.23 FEET; THENCE SOUTH 53°32'46" WEST, A DISTANCE OF 62.00 FEET; THENCE SOUTH 25°39'30" WEST, A DISTANCE OF 42.32 FEET; THENCE NORTH 84°40'24" WEST, A DISTANCE OF 43.97 FEET; THENCE NORTH 36°53'17" WEST, A DISTANCE OF 10.10 FEET; THENCE NORTH 07°11'30" EAST, A DISTANCE OF 41.12 FEET; THENCE NORTH 82°48'30" WEST, A DISTANCE OF 24.05 FEET; THENCE SOUTH 87°15'57" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 31°37'29" WEST, A DISTANCE OF 77.02 FEET; THENCE NORTH 85°05'08" WEST, A DISTANCE OF 42.98 FEET; THENCE NORTH 85°05'03" WEST, A DISTANCE OF 77.67 FEET; THENCE SOUTH 76°21'15" WEST, A DISTANCE OF 85.57 FEET; THENCE NORTH 57°48'23" WEST, A DISTANCE OF 54.59 FEET; THENCE SOUTH 38°54'24" WEST, A DISTANCE OF 36.35 FEET; THENCE SOUTH 89°32'48" WEST, A DISTANCE OF 35.26 FEET; THENCE NORTH 68°14'50" WEST, A DISTANCE OF 67.00 FEET; THENCE NORTH 70°16'52" WEST, A DISTANCE OF 71.46 FEET; THENCE NORTH 68°41'41" WEST, A DISTANCE OF 66.43 FEET; THENCE NORTH 55°29'04" WEST, A DISTANCE OF 62.10 FEET; THENCE NORTH 43°29'18" WEST, A DISTANCE OF 67.98 FEET; THENCE NORTH 72°08'11" WEST, A DISTANCE OF 39.75 FEET; THENCE SOUTH 18°13'10" WEST, A DISTANCE OF 94.34 FEET; THENCE NORTH 84°44'18" WEST, A DISTANCE OF 51.17 FEET; THENCE SOUTH 05°53'40" EAST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 07°32'08" EAST, A DISTANCE OF 46.75 FEET; THENCE SOUTH 11°17'36" EAST, A DISTANCE OF 102.70 FEET; THENCE SOUTH 47°37'39" EAST, A DISTANCE OF 70.86 FEET; THENCE SOUTH 77°48'16" EAST, A DISTANCE OF 55.69 FEET; THENCE SOUTH 79°29'24" EAST, A DISTANCE OF 69.32 FEET; THENCE NORTH 84°06'50" EAST, A DISTANCE OF 84.60 FEET; THENCE SOUTH 42°40'07" EAST, A DISTANCE OF 92.92 FEET; THENCE SOUTH 38°19'07" EAST, A DISTANCE OF 110.16 FEET; THENCE NORTH 30°39'58" EAST, A DISTANCE OF 59.32 FEET; THENCE SOUTH 75°00'39" EAST, A

DISTANCE OF 89.80 FEET; THENCE SOUTH 46°40'16" EAST, A DISTANCE OF 65.45 FEET; THENCE SOUTH 71°23'24" EAST, A DISTANCE OF 68.05 FEET; THENCE SOUTH 64°48'29" EAST, A DISTANCE OF 99.46 FEET; THENCE NORTH 80°32'13" EAST, A DISTANCE OF 106.92 FEET; THENCE NORTH 46°56'42" EAST, A DISTANCE OF 50.75 FEET; THENCE NORTH 73°23'45" EAST, A DISTANCE OF 63.00 FEET; THENCE NORTH 41°25'23" EAST, A DISTANCE OF 101.83 FEET; THENCE NORTH 54°24'54" EAST, A DISTANCE OF 137.80 FEET; THENCE SOUTH 37°04'47" EAST, A DISTANCE OF 122.54 FEET; THENCE SOUTH 89°48'59" EAST TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD (A 200 FOOT RIGHT-OF-WAY BY PLAT), AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 147.30 FEET; THENCE SOUTH 00°11'01" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 305.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 492.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°53'48" WEST, AND A CHORD DISTANCE OF 490.96 FEET, TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 1300.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 172.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 17°25'10" WEST, AND A CHORD DISTANCE OF 172.75 FEET TO A POINT ON SAID CURVE; THENCE NORTH 62°12'11" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 32.17 FEET; THENCE NORTH 46°41'03" WEST, A DISTANCE OF 27.82 FEET; THENCE NORTH 72°10'53" WEST, A DISTANCE OF 15.14 FEET; THENCE NORTH 73°56'38" WEST, A DISTANCE OF 32.71 FEET; THENCE SOUTH 60°46'03" WEST, A DISTANCE OF 33.17 FEET; THENCE SOUTH 84°28'22" WEST, A DISTANCE OF 45.91 FEET; THENCE NORTH 98°16'13" WEST, A DISTANCE OF 72.33 FEET; THENCE SOUTH 62°19'02" WEST, A DISTANCE OF 59.81 FEET; THENCE NORTH 89°04'48" WEST, A DISTANCE OF 72.94 FEET; THENCE NORTH 71°23'57" WEST, A DISTANCE OF 66.31 FEET; THENCE SOUTH 70°36'38" WEST, A DISTANCE OF 99.18 FEET; THENCE NORTH 84°21'00" WEST, A DISTANCE OF 115.23 FEET; THENCE NORTH 04°53'22" WEST, A DISTANCE OF 29.32 FEET; THENCE NORTH 05°05'05" EAST, A DISTANCE OF 80.45 FEET; THENCE NORTH 11°10'00" EAST, A DISTANCE OF 117.48 FEET; THENCE NORTH 32°34'47" WEST, A DISTANCE OF 140.68 FEET; THENCE NORTH 59°22'10" WEST, A DISTANCE OF 126.50 FEET; THENCE NORTH 72°10'00" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 83°39'27" WEST, A DISTANCE OF 130.43 FEET; THENCE NORTH 27°25'22" EAST, A DISTANCE OF 57.01 FEET; THENCE NORTH 08°47'02" WEST, A DISTANCE OF 46.95 FEET; THENCE NORTH 16°21'55" WEST, A DISTANCE OF 51.47 FEET; THENCE NORTH 29°51'59" WEST, A DISTANCE OF 82.29 FEET; THENCE NORTH 47°44'27" WEST, A DISTANCE OF 43.10 FEET; THENCE SOUTH 68°13'19" WEST, A DISTANCE OF 36.74 FEET; THENCE SOUTH 87°24'53" WEST, A DISTANCE OF 41.17 FEET; THENCE NORTH 68°51'32" WEST, A DISTANCE OF 45.52 FEET; THENCE SOUTH 84°06'30" WEST, A DISTANCE OF 39.31 FEET; THENCE SOUTH 86°32'05" WEST, A DISTANCE OF 51.52 FEET; THENCE SOUTH 26°47'15" WEST, A DISTANCE OF 42.18 FEET; THENCE SOUTH 33°27'35" WEST, A DISTANCE OF 55.03 FEET; THENCE SOUTH 26°28'10" WEST, A DISTANCE OF 90.06 FEET; THENCE

SOUTH 31°51'37" WEST, A DISTANCE OF 50.64 FEET; THENCE SOUTH 26°40'24" WEST, A DISTANCE OF 72.36 FEET; THENCE SOUTH 48°01'06" WEST, A DISTANCE OF 86.12 FEET; THENCE SOUTH 27°01'35" WEST, A DISTANCE OF 65.56 FEET; THENCE SOUTH 27°02'10" WEST, A DISTANCE OF 64.39 FEET; THENCE SOUTH 53°12'33" WEST, A DISTANCE OF 80.13 FEET; THENCE SOUTH 29°05'32" WEST, A DISTANCE OF 57.94 FEET; THENCE SOUTH 26°05'52" WEST, A DISTANCE OF 80.75 FEET; THENCE SOUTH 06°45'45" EAST, A DISTANCE OF 59.72 FEET; THENCE SOUTH 04°22'31" EAST, A DISTANCE OF 107.81 FEET; THENCE SOUTH 41°12'05" EAST, A DISTANCE OF 97.98 FEET; THENCE SOUTH 08°16'27" WEST, A DISTANCE OF 89.43 FEET; THENCE SOUTH 12°30'39" EAST, A DISTANCE OF 72.98 FEET; THENCE SOUTH 18°32'18" WEST, A DISTANCE OF 234.31 FEET; THENCE SOUTH 72°15'14" WEST, A DISTANCE OF 386.42 FEET; THENCE NORTH 76°02'56" WEST, A DISTANCE OF 335.00 FEET; THENCE SOUTH 10°11'07" WEST, A DISTANCE OF 44.55 FEET; THENCE SOUTH 13°48'49" EAST, A DISTANCE OF 52.61 FEET; THENCE SOUTH 13°09'05" WEST, A DISTANCE OF 77.78 FEET; THENCE SOUTH 20°38'36" WEST TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED FLORA BRANCH BOULEVARD, A DISTANCE OF 74.45 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2099.86 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 177.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 67°09'13" WEST, AND A CHORD DISTANCE OF 177.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°44'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 9.88 FEET; THENCE NORTH 00°54'20" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 40.64 FEET; THENCE NORTH 36°05'29" EAST, A DISTANCE OF 63.70 FEET; THENCE NORTH 13°55'41" WEST, A DISTANCE OF 72.89 FEET; THENCE NORTH 15°08'21" EAST, A DISTANCE OF 74.99 FEET; THENCE NORTH 17°54'16" EAST, A DISTANCE OF 52.34 FEET; THENCE NORTH 52°51'05" WEST, A DISTANCE OF 200.91 FEET; THENCE NORTH 38°32'32" WEST, A DISTANCE OF 74.72 FEET; THENCE SOUTH 61°56'43" WEST, A DISTANCE OF 162.56 FEET; THENCE SOUTH 70°44'46" WEST, A DISTANCE OF 135.67 FEET; THENCE SOUTH 30°06'53" EAST TO ITS INTERSECTION WITH THE SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 302.29 FEET; THENCE NORTH 64°43'59" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 583.55 FEET, TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3500.00 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 104.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 65°35'11" WEST, AND A CHORD DISTANCE OF 104.21 FEET, TO THE POINT OF REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°53'11" WEST, AND A CHORD DISTANCE OF 35.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 22°40'00" EAST, A DISTANCE OF 95.74 FEET, TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 290.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 93.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°52'11" EAST, AND A CHORD DISTANCE OF 92.76 FEET TO A POINT ON

SAID CURVE; THENCE SOUTH 08°53'21" EAST, A DISTANCE OF 105.71 FEET; THENCE NORTH 44°59'09" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 80°13'52" EAST, A DISTANCE OF 155.98 FEET; THENCE SOUTH 85°46'39" EAST, A DISTANCE OF 128.60 FEET; THENCE NORTH 64°08'00" EAST, A DISTANCE OF 121.06 FEET; THENCE NORTH 69°50'10" EAST, A DISTANCE OF 218.08 FEET; THENCE SOUTH 88°25'04" EAST, A DISTANCE OF 126.87 FEET; THENCE SOUTH 53°30'15" EAST, A DISTANCE OF 102.65 FEET; THENCE SOUTH 37°01'19" EAST, A DISTANCE OF 94.07 FEET; THENCE SOUTH 62°23'40" EAST, A DISTANCE OF 23.75 FEET; THENCE SOUTH 72°09'30" EAST, A DISTANCE OF 65.10 FEET; THENCE SOUTH 42°01'17" EAST, A DISTANCE OF 84.24 FEET; THENCE SOUTH 74°19'23" EAST, A DISTANCE OF 137.60 FEET; THENCE SOUTH 40°39'02" EAST, A DISTANCE OF 41.33 FEET; THENCE SOUTH 46°55'26" EAST, A DISTANCE OF 75.78 FEET; THENCE SOUTH 42°57'32" EAST, A DISTANCE OF 67.45 FEET; THENCE SOUTH 64°01'08" EAST, A DISTANCE OF 122.02 FEET; THENCE NORTH 56°04'14" EAST, A DISTANCE OF 105.63 FEET; THENCE NORTH 52°26'39" EAST, A DISTANCE OF 103.64 FEET; THENCE NORTH 54°42'15" EAST, A DISTANCE OF 79.06 FEET; THENCE NORTH 68°11'51" EAST, A DISTANCE OF 52.36 FEET; THENCE NORTH 23°01'19" EAST, A DISTANCE OF 45.49 FEET; THENCE NORTH 14°54'32" WEST, A DISTANCE OF 121.08 FEET; THENCE NORTH 38°46'27" WEST, A DISTANCE OF 206.99 FEET; THENCE NORTH 11°03'00" EAST, A DISTANCE OF 65.12 FEET; THENCE NORTH 02°20'49" EAST, A DISTANCE OF 76.06 FEET; THENCE NORTH 13°59'35" EAST, A DISTANCE OF 134.94 FEET; THENCE NORTH 35°44'56" EAST, A DISTANCE OF 81.49 FEET; THENCE NORTH 60°47'07" EAST, A DISTANCE OF 88.06 FEET; THENCE NORTH 21°03'13" EAST, A DISTANCE OF 196.74 FEET; THENCE NORTH 24°18'57" EAST, A DISTANCE OF 62.89 FEET; THENCE NORTH 39°39'52" EAST, A DISTANCE OF 98.15 FEET; THENCE NORTH 12°24'22" WEST, A DISTANCE OF 38.32 FEET; THENCE NORTH 33°24'30" WEST, A DISTANCE OF 82.93 FEET; THENCE NORTH 06°35'48" EAST, A DISTANCE OF 173.05 FEET; THENCE NORTH 35°59'12" WEST, A DISTANCE OF 111.12 FEET; THENCE NORTH 77°31'01" WEST, A DISTANCE OF 70.79 FEET; THENCE NORTH 38°39'31" WEST, A DISTANCE OF 118.37 FEET; THENCE NORTH 67°20'08" WEST, A DISTANCE OF 46.95 FEET; THENCE NORTH 85°24'41" WEST, A DISTANCE OF 51.38 FEET; THENCE SOUTH 72°45'40" WEST, A DISTANCE OF 61.39 FEET; THENCE NORTH 65°38'26" WEST, A DISTANCE OF 54.45 FEET; THENCE NORTH 62°33'01" WEST, A DISTANCE OF 206.70 FEET; THENCE NORTH 81°07'37" WEST, A DISTANCE OF 45.81 FEET; THENCE NORTH 77°20'21" WEST, A DISTANCE OF 31.50 FEET; THENCE NORTH 80°54'27" WEST, A DISTANCE OF 48.59 FEET; THENCE NORTH 10°36'19" WEST, A DISTANCE OF 50.98 FEET; THENCE NORTH 52°59'19" WEST, A DISTANCE OF 49.15 FEET; THENCE SOUTH 74°44'21" WEST, A DISTANCE OF 33.44 FEET; THENCE NORTH 81°53'25" WEST, A DISTANCE OF 66.23 FEET; THENCE NORTH 71°09'47" WEST, A DISTANCE OF 47.05 FEET; THENCE SOUTH 85°33'50" WEST, A DISTANCE OF 40.69 FEET; THENCE NORTH 73°40'16" WEST, A DISTANCE OF 157.69 FEET; THENCE NORTH 57°12'16" WEST, A DISTANCE OF 40.45 FEET; THENCE SOUTH 50°52'24" WEST, A DISTANCE OF 34.58 FEET; THENCE SOUTH 82°34'48" WEST, A DISTANCE OF 85.06 FEET; THENCE SOUTH 77°13'16" WEST, A DISTANCE OF 55.58 FEET; THENCE SOUTH 89°49'28" WEST, A DISTANCE OF 83.83 FEET; THENCE SOUTH 74°22'30" WEST, A DISTANCE OF 47.34 FEET; THENCE NORTH 44°56'16" WEST, A DISTANCE OF 499.87 FEET; THENCE NORTH 42°28'34" WEST, A DISTANCE OF 96.84 FEET; THENCE NORTH 36°24'18" WEST, A DISTANCE OF 63.90 FEET; THENCE NORTH 70°26'20" WEST, A DISTANCE OF 58.44 FEET; THENCE NORTH 52°00'04" WEST, A DISTANCE OF 50.84 FEET; THENCE NORTH

86°21'54" WEST, A DISTANCE OF 58.76 FEET; THENCE NORTH 32°25'22" WEST, A DISTANCE OF 72.19 FEET; THENCE NORTH 19°24'46" WEST, A DISTANCE OF 62.53 FEET; THENCE NORTH 44°40'50" WEST, A DISTANCE OF 68.56 FEET; THENCE NORTH 67°57'43" WEST, A DISTANCE OF 55.43 FEET; THENCE NORTH 76°37'55" WEST, A DISTANCE OF 46.45 FEET; THENCE NORTH 53°34'48" WEST TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION 4 AND A WESTERLY LINE OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 36.35 FEET; THENCE NORTH 00°28'51" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 274.35 FEET TO THE NORTHWESTERLY CORNER OF SAID SECTION 4; THENCE SOUTH 89°28'29" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 32 AND THE SOUTHERLY LINE OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 1342.18 FEET; THENCE NORTH 00°28'51" WEST ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 379.92 FEET; THENCE NORTH 58°00'56" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 135.23 FEET; THENCE SOUTH 88°24'34" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 220.36 FEET; THENCE NORTH 70°24'07" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 355.69 FEET; THENCE SOUTH 76°06'53" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 348.16 FEET; THENCE SOUTH 89°11'02" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 300.67 FEET; THENCE NORTH 83°03'30" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 252.48 FEET; THENCE NORTH 80°29'16" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 336.30 FEET; THENCE NORTH 88°42'35" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 311.27 FEET; THENCE SOUTH 71°01'54" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 85.28 FEET; THENCE NORTH 85°52'03" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 313.97 FEET; THENCE SOUTH 58°08'46" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 305.31 FEET; THENCE SOUTH 88°56'58" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 160.43 FEET; THENCE SOUTH 68°06'31" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 239.34 FEET; THENCE SOUTH 88°49'46" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 474.71 FEET; THENCE NORTH 38°38'53" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 193.24 FEET; THENCE NORTH 87°42'49" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 351.51 FEET; THENCE SOUTH 70°43'49" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 537.95 FEET; THENCE SOUTH 59°45'23" WEST CONTINUING ALONG LINES OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 592.76 FEET; THENCE NORTH 04°51'47" EAST, A DISTANCE OF 837.71 FEET; THENCE SOUTH 85°08'13" EAST, A DISTANCE OF 201.32 FEET; THENCE NORTH 49°41'00" EAST A DISTANCE OF 581.60 FEET; THENCE NORTH 30°07'11" EAST, A DISTANCE OF 341.95 FEET; THENCE NORTH 59°08'19" EAST, A DISTANCE OF 403.75 FEET; THENCE NORTH 52°07'24" EAST, A DISTANCE OF 235.98 FEET; THENCE NORTH 66°29'23" EAST, A DISTANCE OF 309.93 FEET; THENCE NORTH 35°48'12" EAST, A DISTANCE OF 265.26 FEET; THENCE NORTH 25°04'03" WEST, A DISTANCE OF 99.93 FEET TO THE POINT OF BEGINNING.

O.R. 929 PG 0703

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS
ON DECEMBER 16, 1991, 216.94 ACRES MORE OR LESS.

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CONSERVATION EASEMENT "W-3"

A PART OF SECTION 4 AND 5, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF JULINGTON CREEK UNIT NINE AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST; THENCE SOUTH 00°28'51" EAST ALONG THE WESTERLY LINE OF SAID SECTION 4, A DISTANCE OF 715.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 56°04'33" EAST LEAVING SAID WESTERLY LINE OF SECTION 4, A DISTANCE OF 350.47 FEET; THENCE SOUTH 15°32'37" EAST, A DISTANCE OF 124.58 FEET; THENCE SOUTH 35°22'25" EAST, A DISTANCE OF 109.59 FEET; THENCE SOUTH 61°20'46" EAST, A DISTANCE OF 261.37 FEET; THENCE SOUTH 41°11'41" EAST, A DISTANCE OF 83.59 FEET; THENCE SOUTH 11°48'50" EAST, A DISTANCE OF 358.93 FEET; THENCE NORTH 86°25'05" WEST, A DISTANCE OF 59.99 FEET; THENCE NORTH 47°53'52" WEST, A DISTANCE OF 51.33 FEET; THENCE NORTH 61°03'38" WEST, A DISTANCE OF 56.26 FEET; THENCE NORTH 37°04'40" WEST, A DISTANCE OF 37.90 FEET; THENCE NORTH 86°40'46" WEST, A DISTANCE OF 53.02 FEET; THENCE SOUTH 40°42'05" WEST, A DISTANCE OF 112.74 FEET; THENCE SOUTH 88°30'56" WEST, A DISTANCE OF 129.64 FEET; THENCE NORTH 66°04'02" WEST, A DISTANCE OF 57.66 FEET; THENCE NORTH 84°50'17" WEST, A DISTANCE OF 46.93 FEET; THENCE NORTH 63°55'54" WEST, A DISTANCE OF 58.47 FEET; THENCE NORTH 13°30'55" WEST, A DISTANCE OF 90.81 FEET; THENCE NORTH 60°06'38" EAST, A DISTANCE OF 44.21 FEET; THENCE NORTH 84°49'51" WEST, A DISTANCE OF 117.18 FEET; THENCE SOUTH 37°02'20" WEST, A DISTANCE OF 100.04 FEET; THENCE SOUTH 74°23'32" WEST, A DISTANCE OF 57.64 FEET; THENCE SOUTH 87°52'37" WEST, A DISTANCE OF 118.00 FEET; THENCE SOUTH 83°24'17" WEST, A DISTANCE OF 131.12 FEET; THENCE SOUTH 77°22'58" WEST, A DISTANCE OF 117.17 FEET; THENCE SOUTH 57°21'39" WEST, A DISTANCE OF 81.20 FEET; THENCE SOUTH 78°15'47" WEST, A DISTANCE OF 162.53 FEET; THENCE SOUTH 48°52'29" WEST, A DISTANCE OF 100.57 FEET; THENCE NORTH 88°59'52" WEST, A DISTANCE OF 112.47 FEET; THENCE NORTH 52°21'29" WEST, A DISTANCE OF 85.51 FEET; THENCE NORTH 48°58'28" WEST, A DISTANCE OF 149.23 FEET; THENCE NORTH 35°48'07" WEST, A DISTANCE OF 98.59 FEET; THENCE NORTH 21°51'50" EAST, A DISTANCE OF 97.24 FEET; THENCE NORTH 53°38'53" EAST, A DISTANCE OF 124.59 FEET; THENCE NORTH 26°02'03" EAST, A DISTANCE OF 36.15 FEET TO A POINT IN A NORTHERLY LINE OF SAID JULINGTON CREEK UNIT NINE; THENCE NORTH 89°28'29" EAST ALONG SAID LINE OF JULINGTON CREEK UNIT NINE TO ITS INTERSECTION WITH THE AFORESAID WESTERLY LINE OF SECTION 4, A DISTANCE OF 316.85 FEET; THENCE NORTH 00°28'51" WEST CONTINUING ALONG SAID WESTERLY LINE AND ALONG A LINE OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 606.76 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS BY NORTHEAST FLORIDA SURVEYORS ON DECEMBER 13, 1991, 16.69 ACRES MORE OR LESS.

CONSERVATION EASEMENT "W-4"

A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST; THENCE SOUTH 00°28'51" WEST ALONG THE WESTERLY LINE OF SAID SECTION 4, A DISTANCE OF 1583.97 FEET; THENCE NORTH 89°31'06" EAST, A DISTANCE OF 929.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°20'58" WEST, A DISTANCE OF 53.85 FEET; THENCE NORTH 35°35'08" EAST, A DISTANCE OF 95.25 FEET; THENCE SOUTH 63°56'10" EAST, A DISTANCE OF 39.45 FEET; THENCE SOUTH 80°13'35" EAST, A DISTANCE OF 54.72 FEET; THENCE NORTH 71°00'39" EAST, A DISTANCE OF 32.33 FEET; THENCE NORTH 69°31'34" EAST, A DISTANCE OF 48.18 FEET; THENCE SOUTH 72°07'13" EAST, A DISTANCE OF 62.10 FEET; THENCE SOUTH 70°28'48" EAST, A DISTANCE OF 48.14 FEET; THENCE SOUTH 55°38'25" EAST, A DISTANCE OF 45.64 FEET; THENCE SOUTH 22°53'50" WEST, A DISTANCE OF 68.37 FEET; THENCE SOUTH 87°58'25" WEST, A DISTANCE OF 42.47 FEET; THENCE SOUTH 68°08'16" WEST, A DISTANCE OF 70.48 FEET; THENCE SOUTH 62°34'23" WEST, A DISTANCE OF 46.74 FEET; THENCE SOUTH 79°18'05" WEST, A DISTANCE OF 56.36 FEET; THENCE NORTH 81°42'13" WEST, A DISTANCE OF 64.48 FEET; THENCE NORTH 57°03'27" WEST, A DISTANCE OF 77.81 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS BY NORTHEAST FLORIDA SURVEYORS ON DECEMBER 16, 1991, 1.07 ACRES MORE OR LESS.

CONSERVATION EASEMENT "W-5"

A PART OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 27 EAST, TOGETHER WITH A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF JULINGTON CREEK UNIT NINE AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST: THENCE SOUTH $00^{\circ}28'51''$ WEST ALONG THE WESTERLY LINE OF SAID SECTION 4, A DISTANCE OF 219.12 FEET; THENCE NORTH $89^{\circ}31'06''$ EAST, A DISTANCE OF 1164.82 FEET TO THE POINT OF BEGINNING; THENCE NORTH $28^{\circ}09'03''$ EAST, A DISTANCE OF 206.56 FEET; THENCE SOUTH $61^{\circ}19'08''$ EAST, A DISTANCE OF 61.62 FEET; THENCE SOUTH $61^{\circ}41'58''$ EAST, A DISTANCE OF 60.04 FEET; THENCE SOUTH $23^{\circ}32'17''$ EAST, A DISTANCE OF 35.78 FEET; THENCE SOUTH $75^{\circ}50'52''$ EAST, A DISTANCE OF 30.58 FEET; THENCE NORTH $68^{\circ}26'06''$ EAST, A DISTANCE OF 60.05 FEET; THENCE NORTH $56^{\circ}34'42''$ EAST, A DISTANCE OF 38.48 FEET; THENCE NORTH $68^{\circ}45'40''$ EAST, A DISTANCE OF 84.58 FEET; THENCE NORTH $49^{\circ}37'34''$ EAST, A DISTANCE OF 55.01 FEET; THENCE NORTH $08^{\circ}02'24''$ EAST, A DISTANCE OF 34.75 FEET; THENCE SOUTH $36^{\circ}14'05''$ EAST, A DISTANCE OF 475.11 FEET; THENCE NORTH $70^{\circ}23'41''$ WEST, A DISTANCE OF 491.58 FEET; THENCE SOUTH $80^{\circ}23'50''$ WEST, A DISTANCE OF 96.98 FEET; THENCE NORTH $72^{\circ}30'42''$ WEST, A DISTANCE OF 58.54 FEET; THENCE NORTH $81^{\circ}59'03''$ WEST, A DISTANCE OF 52.39 FEET; THENCE NORTH $86^{\circ}08'26''$ WEST, A DISTANCE OF 42.55 FEET; THENCE SOUTH $58^{\circ}09'54''$ WEST, A DISTANCE OF 39.96 FEET. TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS BY NORTHEAST FLORIDA SURVEYORS ON DECEMBER 16, 1991, 2.29 ACRES MORE OR LESS.

SS 13070

This Instrument Prepared By:
 C. Caren Coleman, Esq.
 1111 South Bayshore Drive
 Miami, Florida 33131

TVRO EASEMENT

KNOW ALL MEN BY THESE PRESENTS that GENERAL DEVELOPMENT UTILITIES, INC., a Florida corporation, ("Grantor"), in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, does hereby grant to Telesat Cablevision, Inc., a Florida corporation ("Grantee"), whose address is 2200 N. W. 32nd Avenue, Suite 700, Pompano Beach, Florida 33069, a certain exclusive easement for the installation and maintenance of cable antennae and headend equipment ("TVRO Easement") and a certain non-exclusive easement for ingress and egress ("Ingress/Egress Easement"). Said easements are specifically described on Exhibit A which is attached hereto and incorporation herein.

These grants of easement are subject to the following conditions and restrictions.

A. Conditions, restrictions, mortgages, and limitations appearing of record, if any; this reference, however, shall not operate to reimpose same.

B. Zoning and regulatory ordinances imposed by governmental agencies having jurisdiction over the premises.

Grantee agrees as follows:

1. The Grantee covenants that the TVRO Easement shall be used solely for purposes relating to installation and maintenance of cable antennae and headend equipment ("Cable Facilities") as described to Grantor by Grantee and for no other purpose whatsoever. Upon termination of the TVRO Easement, the Grantee shall remove the Cable Facilities.

2. Employees, agents, or contractors of the Grantee shall have the right to enter upon the TVRO Easement for the purpose of constructing, installing, and maintaining the Cable Facilities and replacing or removing the Cable Facilities. All activities shall be conducted consistent with regulatory requirements and required approvals.

3. The Employees, agents, or contractors of the Grantee shall have the right to enter upon the Ingress/Egress Easement for ingress and egress to the TVRO Easement.

4. The Grantee shall plant a hedge or other vegetation approved by Grantor around the perimeter of the TVRO Easement and maintain it in good appearance for the duration of the Grant of the TVRO Easement.

5. The Grantee shall also install a fence along the perimeter described as the N 140' and E 78 78' of the TVRO Easement with an entry gate as indicated on Exhibit 'A' and a fence along the perimeter described as the S 110' of the Ingress/Egress Easement with a security/entry gate as

indicated on Exhibit "A". The fencing shall be substantially similar to the existing 6' in height chain link fence. Grantee shall maintain the fence and gates for the duration of the Grants of Easement and shall remove the fences and gates upon termination of the Grants of Easement.

6. The Grantee shall exercise its rights, hereunder at its own sole risk and agrees to indemnify and save harmless Grantor, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as GDU Entities), from all liability, loss, cost, and expense, including attorney's fees, which may be sustained by GDU Entities, to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, except when caused solely by the negligence of GDU Entities, arising out of or in connection with the use of the land by Grantee, its contractors, agents or employees, and Grantee agrees to defend, at its cost and expense and at no cost and expense to GDU Entities, any and all suits or actions instituted against GDU Entities for the imposition of such liability, loss, cost, and expense. Provided, however, if the loss or damage occurs during any period of construction, installation, repair, maintenance, replacement, or removal of Cable Facilities, Grantee's liability shall be absolute and irrespective of any fault, failure or negligence of Grantor.

7. These Grants of Easement and the provisions contained in these easements are binding upon and inure to the benefit of the parties hereto, their successors and assigns. Provided, however, that the rights granted to Grantee under these grants of easement shall cease upon termination of that Developer Agreement between Grantor and Grantee dated on or about February 2, 1988. The obligations of Grantee, however, shall not be extinguished and shall survive the termination of these easements.

IN WITNESS WHEREOF the said Grantor has caused these Grants of Easement to be executed by its duly authorized officers, and its corporate seal to be affixed this 19 day of May 1988.

Signed, sealed and delivered
in the presence of:

Augusta M. Roddy
[Signature]

GENERAL DEVELOPMENT CORPORATION

By *[Signature]*
Harold W. Fenno,
Senior Vice President

Attest: *[Signature]*
Ned M. Shandloff
Assistant Secretary

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 19 day of May, 1988 by Harold W. Fenno and Ned M. Shandloff, Senior Vice President and Assistant Secretary, respectively, of General Development Corporation on behalf of the corporation.

Witnessed by signature and official seal at Miami, in the County of Dade and State of Florida the day and year last aforesaid.

[Signature]
Notary Public
State of Florida at Large

GENERAL DEVELOPMENT ENGINEERING CO.

1111 So. Bayshore Drive, Miami, Florida 33131

EXHIBIT "A"

LEGAL DESCRIPTION: Telesat Cablevision Utility Easement

T.V.R.O. EASEMENT.

A portion of that certain parcel of land as described in Official Records Volume 698 at Page 1707 of the Public Records of St. Johns County, Florida (also being a portion of Tracts "Q" and "U" as shown on the plat of JULINTON CREEK UNIT THREE as recorded in Map Book 18 at Page 64 of the Public Records of St. Johns County, Florida) and being more particularly described as follows:

BEGINNING at the Southwest corner Tract "R" as shown on the said plat of JULINTON CREEK UNIT THREE; thence due West along a portion of the South line of said certain parcel of land as described in Official Records Volume 698 at Page 1707 for 76.78 feet; thence due North for 140.00 feet; thence due East for 76.78 feet to the West line of said Tract "R"; thence due South along the West line of said Tract "R" for 140.00 feet to the POINT OF BEGINNING.

Said land situate, lying and being in St. Johns County, Florida and containing 0.25 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED INGRESS AND EGRESS NON EXCLUSIVE EASEMENT:

BEGINNING at the most Northeasterly corner of said certain parcel of land as described in Official Records Volume 698 at Page 1707; thence due West along the North line of said certain parcel of land as described in Official Records Volume 698 at page 1707 for 245.68 feet; thence due South for 110.00 feet to a point on the North line of the foregoing described parcel of land; thence due East along the North line of said foregoing described parcel of land for 25.00 feet to a point on the West line of said Tract "R"; thence due North along the West line of said Tract "A" for 60.00 feet; thence due East along the North line of said Tract "R" and the North line of Tract "T" as shown on the said plat of JULINTON CREEK UNIT THREE for 228.64 feet to a point on the West Right-of-Way line of FLORA BRANCH BOULEVARD as shown on the said plat of JULINTON CREEK UNIT THREE said point also being a Point on the Arc of a circular curve to the right whose radius point bears N79° 50' 17" E from said point; thence Northwesterly along the arc of said curve having a central angle of 02° 13' 54" for 50.63 feet to the POINT OF BEGINNING.

1111 SOUTH BAYSHORE DR. MIAMI, FLORIDA

EXHIBIT "A"

ACCESS ESM-T
P. O. B.

JULINGTON CREEK UNIT THREE
(MAP BOOK 16, PAGE 64)

TRACT "U"

O. R. B. 69B Page 1707

WEST

25.00'

245.68'

$\Delta = 213.54'$

$B = 50.63'$

$C = 17.17'$

SOUTH 110.00'

EAST 228.64'

TRACT "T"

128.64'

SOUTH 20.00'

103.75'

EAST

$\Delta = 1300.00'$

$B = 50.53'$

$C = 133.65'$

60.00' NORTH

53.78'

78.78' EAST

140.00' SOUTH

140.00' SOUTH

TRACT "P"

JULINGTON CREEK UNIT THREE
(MAP BOOK 16, PAGE 64)

P. O. B.

WEST 78.78'

EAST 290.07'

358.85'

52.67'

TRACT "Q"

JULINGTON CREEK UNIT THREE
(MAP BOOK 16, PAGE 64)

NOT SUBDIVIDED

JULINGTON CREEK UNIT THREE
(MAP BOOK 15. PAGE 64)

FLORA BRANCH BOULEVARD

This sketch is not a survey.
Void unless embossed by surveyor's seal.

Sheet 2 of 2

DATE	BY	CHK	REVISION REMARKS
STANLEY B. SHALITA			
PROFESSIONAL LAND SURVEYOR NO. 2789			
STATE OF FLORIDA			
DN: <u>N.E.</u>	APPR'D BY:	DATE: <u>4-6-88</u>	DWG. NO.
CC: <u>S. B. S.</u>		SCALE: <u>1"=100'</u>	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
UTILITY EASEMENT
A PORTION OF THAT PARCEL AS RECORDED IN
O. R. B. 698, PAGE 1707 OF THE PUBLIC
RECORDS OF ST. JOHNS CO., FLA.

LYING AND BEING IN ST. JOHNS CO., FLA.

7926
③

STATE OF FLORIDA

BELLSOUTH

COUNTY OF St. Johns

Public Records of
St. Johns County, FL
Clerk# 03-029031
O.R. 1943 PG 618
03:14PM 04/29/2003
REC \$13.00 SUR \$2.00
Doc Stamps \$0.70

Preparer's name:

Ann Sieber
Bellsouth Telecommunications, Inc.

RECORD & RETURN TO:
LINDA JONES
TRISEANCE
3633 Andrew Jackson Drive
Pace, Florida 32571

EASEMENT

For and in consideration of Ten and 00/100 dollars (\$ 10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, INC.**, a Georgia corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book O/R 1767, page 494, St. Johns County, Florida Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 34, Township 4 South, Range 27 East,
Meridian, St. Johns County, State of Florida, consisting of a (strip) (parcel) of land Blanket Easement

SEE ATTACHED EXHIBIT "A"

The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

In witness whereof, the undersigned has/have
caused this instrument to be executed on the
23rd day of April, 2003.

JCP RIVERSIDE, LLP, a Florida limited liability partnership

By: Hey Dad Development Company, a Florida Corporation
the managing partner

Signed, sealed, and delivered
in the presence of:

Donna Beard
Witness

Donna Beard
Printed name

Sandra K Douglas
Witness

Sandra K Douglas
Printed name

By: Gregory Matovina
Printed name: Gregory Matovina

Title: President

Attest: Leslie H Matovina

State of Florida
County of Duval

I HEREBY CERTIFY that Gregory Matovina personally appeared before me and acknowledged that he/she was
the same. The foregoing instrument was acknowledged before me this 23rd day of April, 2003
by Gregory Matovina, President (name and title of officer) of Hey Dad Development Company
a Florida Corporation, the managing partner of JCP Riverside, LLP, a Florida limited liability partnership
on behalf of the corporation. He/she is personally known to me or has produced _____
as identification and ~~did~~/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 23rd day of
April, 2003.

Sandra K Douglas
Notary Public
Sandra K Douglas
Print Name

Commission Number

My Commission Expires:



Sandra K. Douglas
MY COMMISSION # CC987301 EXPIRES
December 10, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Grantor's Address:

2955 Hartley Road, Suite 108
Jacksonville, FL 32257

Grantee's Address

BellSouth Telecommunications, Inc.
301 W. Bay Street
Room 11AA1
Jacksonville, Florida 32202

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

istrict	FRC	Wire Center/NXX	Authority
rawing	Area Number	Plat Number	RWID
pproval			Title

EXHIBIT "A"

PARCEL NO: 89-B & A PORTION OF 89-A

Legal Description A PORTION OF JCP PARCEL 69A

Parcel A: A Parcel of land lying in section 34, Township 4 South, Range 27 East, St Johns County, Florida, being a part of that certain portion of JULINGTON CREEK UNIT FOUR, Map Book 16, pages 89 through 111, now vacated by resolution Number 95-148 recorded in O.R Book 1131, at Page 633, of the Public Records of said St. Johns County, Florida, and being more particularly described as follows: For a point of reference, commence at the point of intersection of the Westerly right-of-way line of Bishop Estates Road, as now established for a width of 60 feet, with a line lying parallel with and 100.00 feet Northeasterly of the centerline of Racetrack Road as now established, when measured at right angles thereto, said parallel line now being the Northeasterly right-of-way line of said Racetrack Road; thence along said parallel line and right-of-way line, and also along the Northeasterly boundary of Tracts C and B of the aforementioned JULINGTON CREEK UNIT FOUR, all or portions of said Tracts having been conveyed to St. Johns County for additional Racetrack Road right-of-way by deed recorded in O.R Book 1048, at page 1369, Public Records, said County, run North 76°22' 54" West, a distance of 3,184.50 feet to the Point of beginning for this description. From the Point of beginning thus described, continue along the aforementioned parallel line and Northeasterly right-of-way line of Racetrack Road, and along the aforementioned Northeasterly boundary of tract B of JULINGTON CREEK UNIT FOUR, North 76° 22' 54" West a distance of 384.63 feet; Thence north 13° 37' 06" East, departing said Northeasterly right-of-way line of Racetrack Road, a distance of 1,189.16 feet, thence South 75° 13' 14" East, a distance of 384.71 feet; thence South 13° 37' 06" West, a distance of 1,181.37 feet to the Point of Beginning.

Legal Description JCP PARCEL 69B

Parcel B: A Parcel of land lying in section 34, Township 4 South, Range 27 East, St Johns County, Florida, being a part of that certain portion of JULINGTON CREEK UNIT FOUR, Map Book 16, pages 89 through 111, now vacated by resolution Number 95-148 recorded in O.R Book 1131, at Page 633, of the Public Records of said St. Johns County, Florida, and being more particularly described as follows: For a point of reference, commence at the point of intersection of the Westerly right-of-way line of Bishop Estates Road, as now established for a width of 60 feet, with a line lying parallel with and 100.00 feet Northeasterly of the centerline of Racetrack Road as now established, when measured at right angles thereto, said parallel line now being the Northeasterly right-of-way line of said Racetrack Road; thence along said parallel line and right-of-way line, and also along the Northeasterly boundary of Tracts C and B of the aforementioned JULINGTON CREEK UNIT FOUR, all or portions of said Tracts having been conveyed to St. Johns County for additional Racetrack Road right-of-way by deed recorded in O.R Book 1048, at page 1369, Public Records, said County, run North 76°22' 54" West, a distance of 2,318.85 feet to the Point of Beginning for this description. From the Point of Beginning thus described, continue along the aforementioned parallel line and Northeasterly right-of-way line of Racetrack Road, and along the aforementioned Northeasterly boundary of Tract B of JULINGTON CREEK UNIT FOUR, North 76° 22' 54" West a distance of 885.65 feet; thence North 13° 37' 06" East, departing said Northeasterly right-of-way line of Racetrack Road, a distance of 1,181.37 feet; thence South 58° 04' 01" East, a distance of 448.95 feet; thence South 64° 34' 08" East, a distance of 448.95 feet; thence South 13° 37' 06" West, a distance of 948.39 feet to the Point of Beginning.

Prepared by and Return to:
Linda Connor Kane
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

PARTIAL RESCISSION
OF
DECLARATION OF RESTRICTIONS
(Julington Creek Unit Three)

THIS PARTIAL RESCISSION is made this 24th day of December, 1993, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in Florida, successor in interest to General Development Corporation ("Declarant").

RECITALS:

A. General Development Corporation subjected certain lands owned by it to a Declaration of Restrictions recorded in Official Records Book 649, page 550, of the public records of St. Johns County, Florida as amended in that certain First Amendment to Declaration of Restrictions Covering Julington Creek Unit 3 recorded in Official Records Book 693, page 1002, and Second Amendment to Declaration of Restrictions Covering Julington Creek Unit 3 recorded in Official Records Book 739, page 679, all in the public records of St. Johns County, Florida, collectively referred to herein as the "Declaration."

B. Pursuant to the provisions of paragraph 17 of the Declaration, the covenants and restrictions of the Declaration, except as set forth in paragraphs 13 and 14, may be rescinded in whole or in part at any time by the then fee owner of record of a majority of the lots affected by the rescission.

C. On the date hereof, Declarant is the fee simple owner of the following described lands situated in St. Johns County, Florida ("Declarant's Property"):

All the lands described in the plat of JULINGTON CREEK, UNIT THREE, according to the plat thereof recorded in Map Book 16, pages 64-88, of the public records of St. Johns County, Florida.

D. Declarant desires to partially rescind the Declaration, except for the terms and conditions of paragraph 13 and 14, as amended and hereinafter set forth, with respect to Declarant's Property.

NOW, THEREFORE, in consideration of the premises, Declarant hereby rescinds the terms, conditions, covenants, and restrictions of the Declaration with respect to Declarant's Property, which shall be held, occupied, transferred, and conveyed free and clear of the terms, conditions, covenants, and restrictions of the Declaration, except for the terms and conditions of paragraphs 13 and 14 thereof, which shall remain in full force and effect as follows:

13. Easements. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted in the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. The easement area of each lot, tract or parcel and all permitted improvements within said easement area shall be maintained continuously by the owner of the lot, tract or parcel and all permitted improvements within said easement shall be maintained continuously by the owner of the lot, tract or parcel, except for those improvements for which a public authority, utility company, Municipal Service Taxing Unit, the Julington Creek Plantation Property Owners, Association, Inc. or the Community Development District is responsible.

Recorded in Public Records St. Johns County, FL
Clerk # 93039526 O.R. 1026 PG 1960 04:08PM 12-16-93
Recording 9.00 Surcharge 1.50

14. **Utilities.** Declarant and its wholly owned subsidiary, General Development Utilities, Inc. (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under Declarant.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of the Property having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Declarant reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

IN WITNESS WHEREOF, the undersigned sets its hand and seal on the date first above written.

Witnesses:

Michael M. Mays
Print name Michael M. Mays
Glenn Martin
Print name GLENN MARTIN

ATLANTIC GULF COMMUNITIES CORPORATION

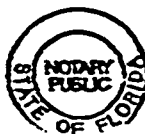
By: *J. Thomas Gillette, III.*
J. Thomas Gillette, III, its Vice President

(CORPORATE SEAL)

Whose Address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32256

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 22 day of February, 1993, by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in Florida, on behalf of the corporation. He is personally known to me and did not take an oath.



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

Sharon Hudson
Print Name: Sharon Hudson
Notary Public, State of Florida
Commission Number: 00000000

37534-16
JAX-78293

THIS INSTRUMENT PREPARED BY:
Saul J. Sack, Esq.
1111 S. Bayshore Drive
Miami, Florida 33131

GENERAL DEVELOPMENT CORPORATION:
A Delaware Corporation
TO WHOM IT MAY CONCERN :

DECLARATION OF RESTRICTIONS

WHEREAS, GENERAL DEVELOPMENT CORPORATION, a Delaware corporation hereinafter referred to as "GENERAL", authorized to do business in the State of Florida, is the owner of the following described property, situate, lying and being in St. Johns County, Florida, to be designated as, to-wit: JULINGTON CREEK, UNIT THREE a subdivision in St. Johns County, Florida according to the plat thereof, recorded in Map Book 16, at Pages 64 through 88 of the Public Records of St. Johns County, Florida, (herein called "UNIT THREE"); and

WHEREAS, the property above described is not subject to restrictions and limitations of record; and

WHEREAS, it is now desired by "GENERAL" to place restrictions and limitations of record as to the use of each and every one of the lots, located in said subdivision.

NOW, THEREFORE, "GENERAL" does hereby declare that the property included in "UNIT THREE" shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth;

1. Residential Lots

All lots in all blocks are single family residence lots and no principal building shall be constructed or erected on any single family residence lot other than one detached single family dwelling not to exceed (2) stories in height. No single family residence lot shall be re-subdivided into building lots having a square footage less than that set forth herein.

2. Building Square Footage and Set Back Requirements

The minimum square footage requirements of buildings and the building set back requirements shall be as follows:

a. All lots within Blocks 62, 66, 67, and 68 of "Julington Creek Unit Three" shall be subject to the following restrictions:

- (1) Minimum residential unit lot size - 18,000 Sq. Ft.
- (2) Minimum square footage of dwelling unit - 1,500 Sq. Ft.
- (3) Building setback requirements:
 - (a) Front - 40 feet
 - (b) Side - 10 feet
 - (c) Rear - 30 feet
- (4) Building setback requirements may be varied from this regulation as permitted by Condition 11 of the Julington Creek Development Order

b. All lots within Blocks 63, 64, 65, 69, 70, 71, and 72 of "Julington Creek Unit Three" shall be subject to the following restrictions:

- (1) Minimum residential unit lot size - 10,000 Sq. Ft.
- (2) Minimum square footage of dwelling unit - 1,000 Sq. Ft.
- (3) Building setback requirements:
 - (a) Front - 25 feet
 - (b) Side - 8 feet
 - (c) Rear - 10 feet
- (4) Building setback requirements may be varied from this regulation as permitted by Condition 11 of the Julington Creek Development Order.

c. All lots within Blocks 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, and 87 of "Julington Creek Unit Three" shall be subject to the following restrictions:

- (1) Minimum residential unit lot size - 7,500 Sq. Ft.
- (2) Minimum square footage of dwelling unit - 800 Sq. Ft.
- (3) Building setback requirements:
 - (a) Front - 25 feet
 - (b) Side - 8 feet
 - (c) Rear - 10 feet
- (4) Building setback requirements may be varied from this regulation as permitted by Condition 11 of the Julington Creek Development Order.

3. Approval of Plans

No building, fence, wall, out building or other structure shall be erected until the plans and/or specifications for the design and location thereof have been approved, in writing by an environmental control committee appointed by "GENERAL" or elected by the owners of record of a majority of the lots first hereinabove described; provided, however, if approval or disapproval of such design or location is not forwarded to the applicant within thirty (30) days after date of request for approval, then such approval will not be required, provided the design and location of the building, fence, wall, out building or other structure conforms to and is in harmony with the existing structures on the lots first hereinabove described in these covenants.

4. Driveway Elevations (Swale Drainage Areas)

Prior to construction of any driveway, information must be submitted to the County Engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or its equivalent in accordance with the elevations, plans and specifications for the driveway approved by the county. As built elevations shall be prepared by a Florida licensed surveyor and submitted to the County.

5. Recreational Vehicles

No travel trailer, mobile home, recreational vehicle, boat, tent, storage building, garage, barn or out building erected on any lot shall at any time be used as a residence, temporarily or permanently; provided, however, that recreational vehicles such as travel trailers, motor homes, tent trailers, boats, etc. not exceeding ten (10) feet in height and thirty two (32) feet in length may be stored on the premises at the rear or side of the residence situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side set-back areas.
- b. All such vehicles shall bear a current State registration or inspection tag.

6. Parking

No truck exceeding one-ton capacity shall be parked overnight in areas designated residential unless the truck is employed in the construction of new residential units or is allowed by zoning exception.

7. Signs

No sign of any kind shall be displayed to the public view on any single family residence or duplex residential lot, except one sign of not more than two (2) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, all of which shall be approved by the committee.

8. Oil Drilling

No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than four adult dogs, cats or other domestic pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

10. Trash Storage

No lot shall be used or maintained as a dumping for rubbish. Trash, garbage, or other waste must be kept in sanitary containers and placed in the trash enclosures. No lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

11. Intersection Sight Distance

No hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a

rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six (6) feet above roadway intersection elevation to prevent obstruction of sight lines.

12. Tree Preservation

No trees measuring six inches or more in diameter at ground level may be removed without the written approval of the Developer unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building. No trees shall be removed from any lot without the consent of the Developer, until the owner shall be ready to begin construction.

13. Easements

Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. The easement area of each lot, tract or parcel and all permitted improvements within said easement areas shall be maintained continuously by the owner of the lot, tract, or parcel, and all permitted improvements within said easement shall be maintained continuously by the owner of the lot, tract or parcel, except for those improvements for which a public authority or utility company is responsible.

14. Utilities

General Development Corporation, and its wholly owned subsidiary General Development Utilities, Inc., hereinafter referred to as "UTILITIES", and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to water supply source and sewage waste disposal within the subdivision. Any future agreement arrived at between "GENERAL" and/or "UTILITIES" with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste disposal within the subdivision shall also be binding upon all persons claiming by, through, and under "GENERAL".

a. Unless otherwise authorized by "UTILITIES", no individual water wells, septic tanks or other individual sewage disposal facility shall be permitted on any lot from the time when central water and/or sewer service or services are made available. This provision, however shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and use the Florida Aquifer as a supply source shall be fitted with a demand valve.

b. It shall be a requirement that no water closet be installed in any home to be constructed on any of the properties having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. General Development Corporation, as the Developer, reserves to itself and its successors and assigns all water rights below 400 feet in depth and under all of the properties.

15. Municipal Service Taxing Unit

Notice is herewith given that the subject property is located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit, and is subject to a continuing annual ad valorem tax and/or special assessment. Failure to pay said assessment when due will result in a lien being placed on property subject to the assessment.

16. Energy Conservation

All residential units shall be designed to require as a maximum an electrical energy consumption factor of 0.75 kilowatt-hours per month square feet. The residential units shall be certified as energy conserving units by a qualified engineer or the utility serving the plat unit.

17. Term

These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years; provided, however, that notwithstanding the foregoing date reference contained in this paragraph, said covenants and restrictions, except paragraphs 13 and 14 hereof, may be altered, amended or rescinded in whole or in part any any time by the then fee owner or fee owners appearing of record of a majority of the lots affected by the respective provisions of these restrictions.

18. Violation of Breach

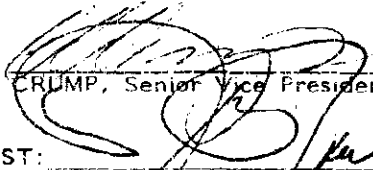
In the event of a violation or breach of these restrictions by any person or concern claiming by, through or under "GENERAL", its successors or assigns, "GENERAL" and the then lot owners of record, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing "GENERAL", its successors or assigns, shall have the right whenever there shall have been built on any lot, any structure which is in violation of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner; and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

19. Severability

Invalidation of any portion of these covenants by judgment, decree or court order shall in no wise affect any of the other provisions contained herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its corporate seal to be affixed at Miami, Dade County, Florida, this 26th day of June, 1984.

GENERAL DEVELOPMENT CORPORATION


BY: 
C.C. CRUMP, Senior Vice President

ATTEST:
NANCY H. ROEN, Secretary 

STATE OF FLORIDA)
COUNTY OF DADE) ss.

I HEREBY CERTIFY that on this 26th day of June, 1984, before me personally appeared C.C. Crump, and Nancy H. Roen, Senior Vice President and Secretary, respectively, of GENERAL DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in the State of Florida, known by me to be the persons described in and who executed the foregoing Declaration of Restrictions as such officers of said Corporation for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Corporation, and that said instrument is the act and deed of said Corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.


NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPI. JAN 24, 1987
BONDED THRU GENERAL INS. URG.

FILED AND RECORDED IN
PUBLIC RECORDS OF
DADE COUNTY, FLORIDA

JUN 27 1984



December 29, 2000

Return to:
Julington Creek Plantation
950 Davis Pond Blvd.
Jacksonville, FL 32259

Public Records of
St. Johns County, FL
Clerk# 01-003084
O.R. 1560 PG 702
02:31PM 01/23/2001
REC \$53.00 SUR \$7.00

1255
(1)

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

**(Whispering Pines, Phase I)
(Parcel 53-I)**

THIS SUPPLEMENTAL DECLARATION is made this 16th day of January, 2001 by **JULINGTON PARTNERS LIMITED PARTNERSHIP**, a Delaware limited partnership, authorized to do business in Florida ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37, as amended by St. Johns County Resolution No. 93-159, as amended from time to time ("Development Order").

B. Atlantic Gulf Communities Corporation has subjected certain property owned by it to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida as such has been amended and supplemented, (Collectively "Amended Declaration"). Atlantic Gulf Communities Corporation assigned its rights as developer to the above named Developer pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1177, page 1186 of the public records of St. Johns County, Florida.

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 167 through 248 and Lots 330 through 344 inclusive, JULINGTON CREEK PLANTATION PARCEL 53 - PHASE I according to plat thereof recorded in Map Book , pages through of the public records of St. Johns County, Florida ("Whispering Pines - Phase I").

E. Developer desires to develop Whispering Pines - Phase I as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Whispering Pines - Phase I, to protect and preserve the values of Whispering Pines - Phase I.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Whispering Pines - Phase I shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the interests of the Owners and residents of Whispering Pines - Phase I and which shall run with Whispering Pines - Phase I and shall be binding upon all persons having and/or acquiring any right, title or interest in Whispering Pines - Phase I or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Whispering Pines - Phase I of any portion thereof and Whispering Pines - Phase I shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Whispering Pines - Phase I shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Whispering Pines - Phase I and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Setback and Roof Pitch Requirements. The minimum square footage requirements and the building setback and roof pitch requirements for all improvements and Lots in Whispering Pines - Phase I shall be as follows:

a. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

- I. Minimum Lot size - 7000 square feet.
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 1700 square feet.
- iii. Living Unit setback requirement (as measured from the property lines):
 - (A) Front - 20 feet
 - (B) Side - 5 feet
 - (C) Rear - 10 feet
 - (D) Side yard on street side of corner lot - 15 feet

The foregoing setback requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient, in their sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Whispering Pines - Phase I be constructed and developed for single family Living Units. In that regard, any residential construction and development within Whispering Pines - Phase I shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Whispering Pines - Phase I only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Whispering Pines - Phase I that is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they

are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Whispering Pines - Phase I or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Whispering Pines - Phase I, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Whispering Pines - Phase I. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities, which may be reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Whispering Pines - Phase I, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Whispering Pines - Phase I. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Whispering Pines - Phase I to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Whispering Pines - Phase I.

d. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Whispering Pines - Phase I, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable

Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

5. **Utilities.** Developer for itself and all owners of living units agree to abide by any and all legal requirements imposed by JEA, St. Johns County and the Florida Department of Environmental Protection relative to the water source supply and sewage waste disposal within Julington Creek Plantation. In connection therewith, all Owners of living units shall abide by the following provisions:

a. Unless otherwise authorized by JEA, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service divisions are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Whispering Pines - Phase I having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all showerheads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- I. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- II. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, and any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting

points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Whispering Pines - Phase I Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has created a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office and for such other purposes as the District shall determine. Except those Lots, which are specifically not included within the Community Development District boundary, all Owners of Lots within Julington Creek Plantation, including, without limitation, Whispering Pines - Phase I, are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. **Permits and Restrictions.**

a. Association Responsibility. THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199406191 (IP-CA), dated February 14, 1997 and 199406191 (IP-CA) modification 1, dated June 2, 1997, ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-109-0025 M7, dated August 12, 1997 ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD"). THE PERMITS ARE OWNED OR WILL BE OWNED BY THE ASSOCIATION AND, NOTWITHSTANDING THE OWNERSHIP OF THE PERMITS, THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST AN OWNER VIOLATING SUCH PERMITS.

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

EXCEPT AS REQUIRED OR PERMITTED BY THE AFOREMENTIONED PERMITS ISSUED BY THE ACOE AND SJRWMD, NO OWNER SHALL ALTER, FILL, DREDGE, PLACE SOD OR EXCAVATE, OR PERFORM SIMILAR ACTIVITIES ON ANY PORTION OF OWNER'S RESPECTIVE LOT, UNLESS AND UNTIL SUCH

ACTIVITY IS AUTHORIZED BY OR EXEMPT FROM THE REQUIREMENTS OF THE ACOE AND SJRWMD.

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

b. Enforcement. Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration, which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. Any amendment to this Declaration, which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of the ACOE. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD.

9. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Whispering Pines - Phase I Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Whispering Pines - Phase I, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

10. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

11. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Whispering Pines - Phase I Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot lines. ~~Provided that no Living Unit within the Whispering Pines - Phase I Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.~~

12. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

13. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently. Recreational vehicles such as travel trailers, mobile homes, motor homes, trailers, boats, etc., cannot be placed, parked or stored on any lot unless totally contained within a garage.

14. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 13, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

15. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

16. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

17. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

18. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

19. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above-described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

20. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building.

21. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Whispering Pines - Phase I, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

22. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

23. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. If an owner owns a pet as permitted hereunder, such owner shall be required to erect or maintain another ACC approved method for keeping and restraining such permitted pets. Any fence must be submitted to the ACC for approval.

24. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

25. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

26. **Garages.** All Living Units shall be constructed with a garage, which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

27. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

28. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

29. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Whispering Pines - Phase I, unless approved by the ACC.

30. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

31. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

32. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Whispering Pines - Phase I. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

33. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

34. Maintenance. No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Whispering Pines - Phase I and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

35. CDD Neighborhood. Pursuant to the terms of that certain Supplemental Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. Creating a Neighborhood and Establishing Neighborhood Assessments as recorded in Official Record Book 1240, Page 1933 of the public records of St. Johns County, Florida as it is amended and supplemented from time to time ("Supplemental CDD Neighborhood Declaration"), lots within Julington Creek Plantation may be designated as a part of the "CDD Neighborhood" by so designating in the Supplemental Declaration. Whispering Pines - Phase I is intended to be a part of the CDD Neighborhood and accordingly, the Developer hereby designates all lots in Whispering Pines - Phase I as a part of the CDD Neighborhood and such lots shall be sold, conveyed, transferred, encumbered and occupied in accordance with the terms and conditions of the Supplemental CDD Neighborhood Declaration. Provided however, effective from and after December 31, 2000, the Supplemental CDD Neighborhood Declaration shall be terminated and of no further force and effect and this section shall be terminated.

36. Term. These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Whispering Pines - Phase I.

37. Violations or Breach. In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure

to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

38. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

39. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

JULINGTON PARTNERS LIMITED
PARTNERSHIP, a Delaware Limited Partnership
By: **JULINGTON-CYPRESS LIMITED PART-**
NERSHIP, a Delaware Limited Partnership, Its
Sole General Partner
By: **JULINGTON-CYPRESS, INC.**, a Delaware
Corporation, Its Sole General Partner

BY: Nader G.M. Salour
Nader G.M. Salour
Senior Vice President

Print Name J. Carpenter

Print Name Mary Ann Richman

whose address is:
950 Davis Pond Boulevard
Jacksonville, Florida 32259

STATE OF FLORIDA
COUNTY OF ST. JOHNS

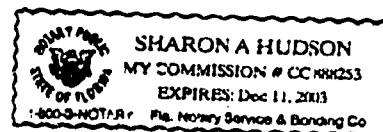
The foregoing instrument was acknowledged before me this 16th day of January, 2001 by Nader G.M. Salour, Senior Vice President of Julington Partners Limited Partnership, a Delaware corporation, sole general partner of Julington Partners Limited Partnership, a Delaware limited partnership, sole general partner of Julington Partners Limited Partnership, a Delaware limited partnership, authorized to do business in the State of Florida, on behalf of Julington Partners Limited Partnership, and who is personally known to me and who did not take an oath.

Print Name Sharon A. Hudson
Notary Public, State of Florida

My Commission Expires: 12/11/03
Commission Number CC88253

JAX-10394

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7852

Prepared by and return to:
Linda Connor Kane, Esquire
Holland & Knight LLP
50 N. Laura Street, Suite 3900
Jacksonville, Florida 32202

✓ + Ret

Public Records of
St. Johns County, FL
Clerk# 00-054392
O.R. 1551 PG 268
02:18PM 12/15/2000
REC \$17.00 SUR \$2.50

**TERMINATION
OF SUPPLEMENTAL AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION
PROPERTY OWNERS' ASSOCIATION, INC.
CREATING A NEIGHBORHOOD AND
ESTABLISHING NEIGHBORHOOD ASSESSMENTS**

THIS TERMINATION, is made this 28 day of November, 2000 by JULINGTON PARTNERS LIMITED PARTNERSHIP, a Delaware limited partnership authorized to do business in Florida ("Developer") and joined in and consented to by the JULINGTON CREEK PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

R E C I T A L S

A. In May of 1997, Developer recorded that certain Supplemental Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. creating a Neighborhood and Establishing Neighborhood Assessments which instrument was recorded in Official Records Book 1240, page 1933 of the public records of St. Johns County, Florida and which was amended by that certain First Amendment to Supplemental Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. relating to certain assessments and fees which instrument was recorded in Official Records Book 1386, page 48 of the

public records of St. Johns County, Florida (the foregoing instruments are herein collectively referred to as the "CDD Neighborhood Supplemental Declaration").

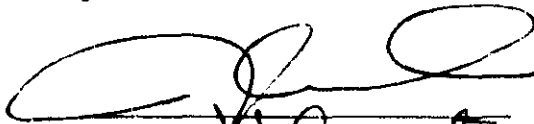
B. Pursuant to subparagraph (F) of the recitals of the CDD Neighborhood Supplemental Declaration, the Association entered into that certain Agreement Between Julington Creek Plantation Community Development District and the Julington Creek Plantation Property Owners' Association ("Agreement") regarding the operation of certain recreational facilities ("Recreational Facilities") owned by the Julington Creek Plantation Community Development District where in the Association agreed to fund certain costs of maintenance and operation of the Recreational Facilities owned by the Julington Creek Plantation Community Development District ("CDD"). The CDD has terminated the foregoing Agreement effective as of December 31, 2000 and intends to maintain the Recreational Facilities at its sole cost and expense.


C. Accordingly, the Developer has determined to terminate the CDD Neighborhood Supplemental Declaration and this termination is joined in and consented to by the Association.

NOW THEREFORE, and in consideration of the premises the Developer joined by the Association hereby declares that the CDD Neighborhood Supplemental Declaration is hereby terminated and of no further force and effect. The Association shall have no further obligations after December 31, 2000 with respect to any maintenance, nor shall it have any obligation to collect any assessments for the purposes of maintaining the Recreational Facilities from. Commencing January 1, 2001, the CDD shall assume all responsibility for the maintenance of the Recreational Facility, together with all costs in connection thereof.

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date first above written.

Signed and sealed in the
presence of


Name: B. Carpenter


Name: Dorothy A. Johnson

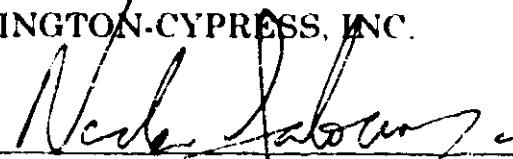
JULINGTON PARTNERS LIMITED
PARTNERSHIP

By and through its sole general
partner

JULINGTON CYPRESS LIMITED
PARTNERSHIP

By and through its sole general
partner

JULINGTON-CYPRESS, INC.

By:  senior Vice President
Print Name: NADER SABOUN

0R1551P60270

Donald F. Johnson
Name: Donald F. Johnson JULINGTON CREEK PLANTATION
PROPERTY OWNERS' ASSOCIATION,
INC.

Cara Aifele
Name: Cara Aifele

By: [Signature]
Print Name: JD Carpenter
Its: President

0R1551P60271

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 28th day of November, 2000, by Nader Salouj of Julington-Cypress, Inc., a Delaware corporation, sole general partner of Julington-Cypress Limited Partnership, a Delaware Limited Partnership, sole general partner of Julington Partners Limited Partnership, a Delaware Limited Partnership, authorized to do business in Florida, on behalf of the limited partnership, who is known to me or who produced _____ as identification.

Debra Louise Welch
Print Name Debra Louise Welch
Notary Public, State of Florida
My commission expires:

My Commission Number:



DEBRA LOUISE WELCH
COMMISSION # CC75070
EXPIRES JUN 26, 2002
BONDED THROUGH
ADVANTAGE NOTARY OF FLORIDA

(NOTARY SEAL)

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 28 day of November, 2000, by Ty Carpenter, the President of Julington Creek Plantation Property Owners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Debra Louise Welch
Print Name Debra Louise Welch
Notary Public, State of Florida
My commission expires:

My Commission Number:

(NOTARY SEAL)

49619-21/JAX1 #579837 v1



DEBRA LOUISE WELCH
COMMISSION # CC750670
EXPIRES JUN 26, 2002
BONDED THROUGH
ADVANTAGE NOTARY OF FLORIDA

September 29, 2000

Return to:
Julington Creek Plantation
950 Davis Pond Blvd.
Jacksonville, FL 32259

Public Records of
St. Johns County, FL
Clerk# 00-045461
O.R. 1536 PG 658
01:04PM 10/18/2000
REC \$53.00 SUR \$7.00

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

**(Pine Crossing, Phase III)
(Parcel 55-II)**

THIS SUPPLEMENTAL DECLARATION is made this 10th day of October, 2000 by **JULINGTON PARTNERS LIMITED PARTNERSHIP**, a Delaware limited partnership, authorized to do business in Florida ("Developer").

R E C I T A L S:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37, as amended by St. Johns County Resolution No. 93-159, as amended from time to time ("Development Order").

B. Atlantic Gulf Communities Corporation has subjected certain property owned by it to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida as such has been amended and supplemented, (Collectively "Amended Declaration"). Atlantic Gulf Communities Corporation assigned its rights as developer to the above named Developer pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1177, page 1186 of the public records of St. Johns County, Florida.

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 88 through 100 and Lots 102 through 151, JULINGTON CREEK PLANTATION PARCEL 55 - PHASE II according to plat thereof recorded in Map Book , pages through of the public records of St. Johns County, Florida ("Pine Crossing - Phase III").

E. Developer desires to develop Pine Crossing - Phase III as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Pine Crossing - Phase III, to protect and preserve the values of Pine Crossing - Phase III.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Pine Crossing - Phase III shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the interests of the Owners and residents of Pine Crossing - Phase III and which shall run with Pine Crossing - Phase III and shall be binding upon all persons having and/or acquiring any right, title or interest in Pine Crossing - Phase III or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Pine Crossing - Phase III of any portion thereof and Pine Crossing - Phase III shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Pine Crossing - Phase III shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Pine Crossing - Phase III and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Setback and Roof Pitch Requirements. The minimum square footage requirements and the building setback and roof pitch requirements for all improvements and Lots in Pine Crossing - Phase III shall be as follows:

a. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

- I. Minimum Lot size - 6000 square feet.
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, perches or other unheated, unairconditioned areas - 1500 square feet.
- iii. Living Unit setback requirement (as measured from the property lines):
 - (A) Front - 20 feet
 - (B) Side - 5 feet
 - (C) Rear - 10 feet
 - (D) Side yard on street side of corner lot - 15 feet

The foregoing setback requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient, in their sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Pine Crossing - Phase III be constructed and developed for single family Living Units. In that regard, any residential construction and development within Pine Crossing - Phase III shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Pine Crossing - Phase III only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Pine Crossing - Phase III which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they

are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Pine Crossing - Phase III or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Pine Crossing - Phase III, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Pine Crossing - Phase III. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities which may be reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Pine Crossing - Phase III, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Pine Crossing - Phase III. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Pine Crossing - Phase III to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Pine Crossing - Phase III.

d. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Pine Crossing - Phase III, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable

Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

5. **Utilities.** Developer for itself and all owners of living units agree to abide by any and all legal requirements imposed by JEA, St. Johns County and the Florida Department of Environmental Protection relative to the water source supply and sewage waste disposal within Julington Creek Plantation. In connection therewith, all Owners of living units shall abide by the following provisions:

a. Unless otherwise authorized by JEA, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service divisions are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Pine Crossing - Phase III having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all showerheads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

I. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.

II. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, and any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting

points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Pine Crossing - Phase III Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has created a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office and for such other purposes as the District shall determine. Except those Lots, which are specifically not included within the Community Development District boundary, all Owners of Lots within Julington Creek Plantation, including, without limitation, Pine Crossing - Phase III, are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. **Permits and Restrictions.**

a. **Association Responsibility.** THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199406191 (IP-CA), dated February 14, 1997 and 199406191 (IP-CA) modification 1, dated June 2, 1997, ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-109-0025 M7, dated August 12, 1997 ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD"). THE PERMITS ARE OWNED OR WILL BE OWNED BY THE ASSOCIATION AND, NOTWITHSTANDING THE OWNERSHIP OF THE PERMITS, THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST AN OWNER VIOLATING SUCH PERMITS.

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

EXCEPT AS REQUIRED OR PERMITTED BY THE AFOREMENTIONED PERMITS ISSUED BY THE ACOE AND SJRWMD, NO OWNER SHALL ALTER, FILL, DREDGE, PLACE SOD OR EXCAVATE, OR PERFORM SIMILAR ACTIVITIES ON ANY PORTION OF OWNER'S RESPECTIVE LOT, UNLESS AND UNTIL SUCH

ACTIVITY IS AUTHORIZED BY OR EXEMPT FROM THE REQUIREMENTS OF THE ACOE AND SJRWMD.

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

b. **Enforcement.** Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration, which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. Any amendment to this Declaration, which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of the ACOE. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD.

9. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Pine Crossing - Phase III Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Pine Crossing - Phase III, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

10. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

11. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Pine Crossing - Phase III Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Pine Crossing - Phase III Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

12. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

13. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently. Recreational vehicles such as travel trailers, mobile homes, motor homes, trailers, boats, etc., cannot be placed, parked or stored on any lot unless totally contained within a garage.

14. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 13, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

15. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

16. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

17. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

18. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

19. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above-described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

20. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building.

21. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Pine Crossing - Phase III, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

22. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

23. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. If an owner owns a pet as permitted hereunder, such owner shall be required to erect or maintain another ACC approved method for keeping and restraining such permitted pets. Any fence must be submitted to the ACC for approval.

24. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

25. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

26. **Garages.** All Living Units shall be constructed with a garage, which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

27. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

28. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

29. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Pine Crossing - Phase III, unless approved by the ACC.

30. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

31. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

32. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Pine Crossing - Phase III. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

33. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

34. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Pine Crossing - Phase III and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

35. **CDD Neighborhood.** Pursuant to the terms of that certain Supplemental Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. Creating a Neighborhood and Establishing Neighborhood Assessments as recorded in Official Record Book 1240, Page 1933 of the public records of St. Johns County, Florida as it is amended and supplemented from time to time ("Supplemental Neighborhood Declaration"), lots within Julington Creek Plantation may be designated as a part of the "CDD Neighborhood" by so designating in the Supplemental Declaration. Pine Crossing - Phase III is intended to be a part of the CDD Neighborhood and accordingly, the Developer hereby designates all lots in Pine Crossing - Phase III as a part of the CDD Neighborhood and such lots shall be sold, conveyed, transferred, encumbered and occupied in accordance with the terms and conditions of the Supplemental Neighborhood Declaration.

36. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Pine Crossing - Phase III.

37. **Violations or Breach.** In the event of a violation of breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration,

however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

38. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

39. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

**JULINGTON PARTNERS LIMITED
PARTNERSHIP**, a Delaware Limited Partnership
By: **JULINGTON-CYPRESS LIMITED PART-
NERSHIP**, a Delaware Limited Partnership, Its
Sole General Partner
By: **JULINGTON-CYPRESS, INC.**, a Delaware
Corporation, Its Sole General Partner

BY: Nader G.M. Salour & Semi de Paoli
Nader G.M. Salour
Senior Vice President
Julington-Cypress, Inc., General Partner of
Julington-Cypress Limited Partnership, General Partner of
Julington Partners Limited Partnership,
Owner of Julington Creek Plantation

(Corporate Seal)

whose address is:
950 Davis Pond Boulevard
Jacksonville, Florida 32259

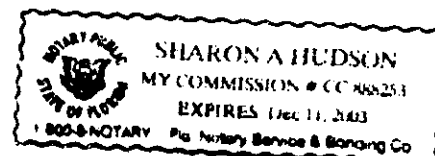
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10th day of October, 2000 by Nader G.M. Salour, Senior Vice President of Julington Partners Limited Partnership, a Delaware corporation, authorized to do business in the State of Florida, on behalf of Julington Partners Limited Partnership, and who is personally known to me and who did not take an oath.

Sharon A. Hudson
Print Name SHARON A. HUDSON
Notary Public, State of Florida
My Commission Expires: 12/11/03
Commission Number 00000000

JAX-103943

13



September 18, 2000

Return to:
Julington Partners Limited Partnership
950 Davis Pond Blvd.
Jacksonville, FL 32259

Public Records of
St. Johns County, FL
Clerk# 00-045460
O.R. 1536 PG 644
01:04PM 10/18/2000
REC \$57.00 SUR \$7.50

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

**(Westgate)
(Parcel 28/29)**

THIS SUPPLEMENTAL DECLARATION is made this 18th day of September, 2000 by **JULINGTON PARTNERS LIMITED PARTNERSHIP**, a Delaware limited partnership, authorized to do business in Florida ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37, as amended by St. Johns County Resolution No. 93-159, as amended in St. Johns County Resolution 97-25, all as further amended from time to time ("Development Order").

B. Atlantic Gulf Communities Corporation has subjected certain property owned by it to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida as such has been amended and supplemented, (Collectively "Amended Declaration"). Atlantic Gulf Communities Corporation assigned its rights as developer under the Amended Declaration to the above named Developer pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1177, page 1186 of the public records of St. Johns County, Florida.

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 1 through 112, inclusive, JULINGTON CREEK PLANTATION PARCEL 28/29 according to plat thereof recorded in Map Book 39, pages 46 through 54 of the public records of St. Johns County, Florida ("Westgate").

E. Developer desires to develop Westgate as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Westgate, to protect and preserve the values of Westgate.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Westgate shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of Westgate and which shall run with title to Westgate and shall be binding upon all persons having and/or acquiring any right, title or interest in Westgate or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Westgate of any portion thereof and Westgate shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Westgate shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Westgate and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be re-subdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Setback and Roof Pitch Requirements. The minimum square footage requirements and the building setback and roof pitch requirements for all improvements and Lots in Westgate shall be as follows:

a. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

- I. Minimum Lot size - 9,000 square feet.
- II. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 2000 square feet on interior lots; 2200 square feet on lake lots.
- III. Living Unit setback requirement (as measured from the property lines):
 - (A) Front - 25 feet
 - (B) Side - 8 feet
 - (C) Rear - 10 feet
 - (D) Side yard on street side of corner lot - 15 feet

The foregoing setback requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient, in their sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Westgate be constructed and developed for single family Living Units. In that regard, any residential construction and development within Westgate shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Westgate only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Westgate which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. Owners shall be subject to all rules and regulations of the ACC in effect from time to time, including without limitation, the responsibility to submit required materials and the payment of any review fees. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but

shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Westgate or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Westgate, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Westgate. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. **Easements.** Easements for the installation and maintenance of public utilities and drainage facilities may reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. **Additional Utility Easements.** In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Westgate, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Westgate. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. **Developer's Easement to Correct Drainage.** For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Westgate to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Westgate.

d. **Easement for Unintentional Encroachment.** The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vise versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Westgate, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. **Central Telecommunication Receiving and Distribution System.** The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem

appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

f. **Fencing Easement.** Developer hereby reserves for itself and for the benefit of the Association a five (5') foot easement over the rear or side yards of lots 1 and 2 adjacent to Flora Branch Boulevard of Westgate for the installation and maintenance of the brick fence. Any brick component or decorative fence post caps shall be maintained by the Association. Also, the developer hereby reserves for the benefit of the Association a five (5') easement over the rear yard of lots 25 - 37, inclusive, of Westgate for the installation and maintenance of a 6' high vinyl privacy fence. The vinyl fence shall be maintained by the owners of the lots as provided in paragraph 33 hereof.

5. **Utilities.** Developer for itself and all owners of living units agree to abide by any and all legal requirements imposed by JEA, St. Johns County and the Florida Department of Environmental Protection relative to the water source supply and sewage waste disposal within Julington Creek Plantation. In connection therewith all Owners of living units shall abide by the following provisions:

a. Unless otherwise authorized by JEA, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Westgate having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- I. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- II. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings.

driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

d. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Westgate Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** Julington Creek Plantation Community Development District was created pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office and for such other purposes as the District shall determine. Except these Lots which are specifically not included within the Community Development District boundary, all Owners of Lots within Julington Creek Plantation, including, without limitation, Westgate, are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. **Permits and Restrictions.**

a. **Association Responsibility.** THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199406191 (IP-CA), dated February 14, 1997 and 199406191 (IP-CA) modification 1, dated June 2, 1997, ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-109-0025 M7, dated August 12, 1997 ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD"). THE PERMITS ARE OWNED OR WILL BE OWNED BY THE ASSOCIATION AND, NOTWITHSTANDING THE OWNERSHIP OF THE PERMITS, THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST AN OWNER VIOLATING SUCH PERMITS.

PROVIDED HOWEVER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY

WITH THE REQUIREMENTS OF THE FOREGOING PERMITS AS SUCH RELATES TO ITS LOT AND TO THE CONSERVATION AREAS.

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

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

b. **Enforcement.** Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of the ACOE. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD.

9. **Hazardous Materials** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Westgate Lots, except in strict appliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Westgate, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

10. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

11. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Westgate Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Westgate Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

12. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

13. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently. Recreational vehicles such as travel trailers, mobile homes, motor homes, trailers, boats, etc., cannot be placed, parked or stored on any lot unless totally contained within a garage.

14. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 13, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

15. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

16. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

17. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the

Lot from which is originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

18. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

19. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

20. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which is three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building and not until the Owner is ready to commence construction.

21. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Westgate, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

22. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

23. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. If an owner owns a pet as permitted hereunder, such owner shall be required to erect or maintain another ACC approved method for keeping and restraining such permitted pets. Any fence must be submitted to the ACC for approval.

24. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

25. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence or wall so as to minimize noise.

26. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than four (4) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

27. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

28. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

29. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Westgate, unless approved by the ACC.

30. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

31. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

32. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Westgate. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

33. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets.

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Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

With respect to the brick fencing in Westgate that is adjacent to Flora Branch Boulevard, the Association shall be responsible for the maintenance of any brick component or any decorative fence post caps thereof. With respect to the vinyl fencing installed in the rear yards of lots 25 – 37 inclusive, and a portion of the rear yard of lot 38 in Westgate, the owners of the lots shall be responsible for the maintenance of the fence. Provided however, if an owner fails to maintain the fence, then in such event the Association, after given notice and a ten (10) day right-to-cure, may enter onto the lot and perform such maintenance and shall be reimbursed for the cost thereof by a special assessment against the owners and their lot.

34. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Westgate and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

35. **CDD Neighborhood.** Pursuant to the terms of that certain Supplemental Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. Creating a Neighborhood and Establishing Neighborhood Assessments as recorded in Official Record Book 1240, Page 1933 of the public records of St. Johns County, Florida ("Supplemental Neighborhood Declaration"), lots within Julington Creek Plantation may be designated as a part of the "CDD Neighborhood" by so designating in the Supplemental Declaration. Westgate is intended to be a part of the CDD Neighborhood and accordingly, the Developer hereby designates all lots in Westgate as a part of the CDD Neighborhood and such lots shall be sold, conveyed, transferred, encumbered and occupied in accordance with the terms and conditions of the Supplemental Neighborhood Declaration.

36. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Westgate.



37. **Violation or Breach.** In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

38. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

39. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal in bankruptcy or in post judgement collection.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:


Print Name J. J. Carpenter

Print Name SHARON A. HISSNER

JULINGTON PARTNERS LIMITED

PARTNERSHIP, a Delaware Limited Partnership

By: **JULINGTON-CYPRESS LIMITED PARTNERSHIP**, a Delaware Limited Partnership, its Sole General Partner

By: **JULINGTON-CYPRESS, INC.**, a Delaware Corporation, its Sole General Partner

BY: 
Nader G.M. Sifour, Senior Vice President

Julington-Cypress, Inc., General Partner of
Julington-Cypress Limited Partnership, General Partner of
Julington Partners Limited Partnership,
Owner of Julington Creek Plantation

(Corporate Seal)

whose address is:
950 Davis Pond Boulevard
Jacksonville, Florida 32259

DR1536PG0657A

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11th day of April, 2000 by Nader G.M. Salour, Senior Vice President of Julington-Cypress, Inc., a Delaware corporation, sole general partner of Julington-Cypress Limited Partnership, a Delaware limited partnership, sole general partner of Julington Partnership a Delaware Limited Partnership authorized to do business in Florida on behalf of Julington Partners Limited Partnership, and who is personally known to me and who did not take an oath.

Sharon A. Hudson
Print Name SHARON A. HUDSON
Notary Public, State of Florida
My Commission Expires: 12/11/03
Commission Number CC888253

JA-103943



8748
Return to:
Julington Partners Limited Partnership
950 Davis Pond Blvd.
Jacksonville, FL 32259
May 19, 2000

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION
PROPERTY OWNERS' ASSOCIATION INC.**

(Stonebridge, Phase II)

Public Records of
St. Johns County, FL
Clerk# 00-026591
O.R. 1505 PG 1634
01:58PM 06/22/2000
REC \$53.00 SUR \$7.00

THIS SUPPLEMENTAL DECLARATION is made this 15th day of JUNE 2000, by **JULINGTON PARTNERS LIMITED PARTNERSHIP**, a Delaware limited partnership, authorized to do business in Florida ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain Development Order No. 82-37 as amended in St. Johns County Resolution No. 93-159, as amended in St. Johns County Resolution 97-25, as recorded in P.U.D. Official records Book E, page 579 of the public records of St. Johns County, Florida, as amended from time to time ("Development Order").

B. Atlantic Gulf Communities Corporation subjected certain property owned by it to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida as such has been amended and supplemented, (collectively, "Amended Declaration"). Atlantic Gulf Communities Corporation assigned its rights as developer to the above named Developer pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1177, page 1186 of the public records of St. Johns County, Florida.

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 165 through 197, inclusive, lots 229 through 273, inclusive,
JULINGTON CREEK PLANTATION PARCEL 44, PHASE 2B,

according to plat thereof recorded in Map Book 37, pages 16 - 20 of the public records of St. Johns County, Florida (Stonebridge, Phase II).

The foregoing property is hereinafter collectively referred to herein as Stonebridge, Phase II.

E. Developer desires to develop Stonebridge, Phase II as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Stonebridge, Phase II, to protect and preserve the values of Stonebridge, Phase II.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Stonebridge, Phase II shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, and which shall run with Stonebridge, Phase II and shall be binding upon all persons having and/or acquiring any right, title or interest in Stonebridge, Phase II or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Stonebridge, Phase II of any portion thereof and Stonebridge, Phase II shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Stonebridge, Phase II shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Stonebridge, Phase II and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height, however finished attic space shall not count against this height limitation. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Setback and Roof Pitch Requirements. The minimum square footage requirements and the building setback and roof pitch requirements for all improvements and Lots in Stonebridge, Phase II shall be as follows:

A. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

- i. Minimum Lot size - 5,000 square feet.
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 1200 square feet.
- iii. Living Unit setback requirement (as measured from the property lines):
 - (a) Front - 20 feet
 - (b) Rear - 10 feet

- (c) Side - 5 feet
- (d) Side Setback on Street Side of Corner Lots - 15 feet

The foregoing setback requirements may be waived by a written instrument executed by the Developer or the Architectural Review Committee ("ACC") established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed, as the Developer or ACC deems necessary or convenient, in their respective sole discretion.

a. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Stonebridge, Phase II be constructed and developed for single family Living Units. In that regard, any residential construction and development within Stonebridge, Phase II shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the ACC, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Stonebridge, Phase II only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Stonebridge, Phase II which is designated for residential purposes shall prepare and submit the Plans to the ACC for review with submittal fee. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended

Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. **Liability of ACC or Developer.** The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Stonebridge, Phase II or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Stonebridge, Phase II by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. **Completion of Construction.** Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. **Cumulative Provisions.** The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Stonebridge, Phase II. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may be reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Stonebridge, Phase II, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Stonebridge, Phase II. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Stonebridge, Phase II to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Stonebridge, Phase II.

d. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Stonebridge, Phase II, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for

Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

f. **Fencing Easement.** Developer hereby reserves for itself and for the benefit of the Association a five (5') foot easement over the rear yards of lots 171 - 173, 176 - 181, 239 - 241, 254 - 257 inclusive, adjacent to Race Track Road for the installation and maintenance of the PVC privacy fence.

5. **Utilities.** Developer for itself and all owners of living units agree to abide by any and all legal requirements imposed by JEA, St. Johns County and the Florida Department of Environmental Protection relative to the water source supply and sewage waste disposal within Julington Creek Plantation. In connection therewith all Owners of living units shall abide by the following provisions:

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Stonebridge, Phase II having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Stonebridge, Phase II Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has created a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office and for such other purposes as the District shall determine. Except those Lots which are specifically not included within the Community Development District boundary, all Owners of Lots within Julington Creek Plantation, including, without limitation, Stonebridge, Phase II are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. **Permits and Restrictions.**

a. **Association Responsibility.** THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199406191 (IP-CA), dated February 14, 1997 and 199406191 (IP-CA) modification 1, dated June 2, 1997, ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-109-0025 M7, dated August 12, 1997 ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD"). THE PERMITS ARE OWNED OR WILL BE OWNED BY THE ASSOCIATION AND, NOTWITHSTANDING THE OWNERSHIP OF THE PERMITS, THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST AN OWNER VIOLATING SUCH PERMITS.

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

EXCEPT AS REQUIRED OR PERMITTED BY THE AFOREMENTIONED PERMITS ISSUED BY THE ACOE AND SJRWMD, NO OWNER SHALL ALTER, FILL, DREDGE, PLACE SOD OR EXCAVATE, OR PERFORM SIMILAR ACTIVITIES ON

ANY PORTION OF OWNER'S RESPECTIVE LOT, UNLESS AND UNTIL SUCH ACTIVITY IS AUTHORIZED BY OR EXEMPT FROM THE REQUIREMENTS OF THE ACOE AND SJRWMD.

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

b. Enforcement. Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of the ACOE. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD.

9. Hazardous Materials. No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Stonebridge, Phase II Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Stonebridge, Phase II subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

10. Energy Conservation. Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

11. Resubdivision and Replatting. Developer reserves the right to resubdivide or replat one or more Stonebridge, Phase II Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Stonebridge, Phase II Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

12. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

13. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently. Recreational vehicles such as travel trailers, mobile homes, motor homes, trailers, boats, etc., cannot be placed, parked or stored on any lot unless contained within a garage.

14. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 13, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

15. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

16. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

17. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

18. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

19. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any

Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

20. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which is three feet (3') above ground level may be removed without the written approval of the ACC, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building.

21. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Stonebridge, Phase II except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

22. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

23. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. If an owner owns a pet as permitted hereunder, such owner shall be requested to erect or maintain another ACC approved method for keeping and restraining such permitted pets. Any fence must be submitted to the ACC for approval.

24. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

25. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

26. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

27. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

28. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

29. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

30. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

31. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

32. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area where the Lot is located.

33. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

34. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Stonebridge, Phase II and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

35. **CDD Neighborhood.** Pursuant to the terms of that certain Supplemental Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. Creating a Neighborhood and Establishing Neighborhood Assessments as recorded in Official Record Book 1240, Page 1933 of the public records of St. Johns County, Florida ("Supplemental

Neighborhood Declaration"), lots within Julington Creek Plantation may be designated as a part of the "CDD Neighborhood" by so designating in the Supplemental Declaration. Stonebridge, Phase II is intended to be a part of the CDD Neighborhood and accordingly, the Developer hereby designates all lots in Stonebridge, Phase II as a part of the CDD Neighborhood and such lots shall be sold, conveyed, transferred, encumbered and occupied in accordance with the terms and conditions of the Supplemental Neighborhood Declaration.

36. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Stonebridge, Phase II.

37. **Violation or Breach.** In the event of a violation of breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

38. **Severability.** Invalidity of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

39. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

0R1505P61646

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Mary Ann Robinson
Print Name Mary Ann Robinson
Carla McIntosh
Print Name Carla McIntosh

**JULINGTON PARTNERS LIMITED
PARTNERSHIP**, a Delaware Limited Partnership
By: **JULINGTON-CYPRESS LIMITED PART-
NERSHIP**, a Delaware Limited Partnership, Its
Sole General Partner
By: **JULINGTON-CYPRESS, INC.**, a Delaware
Corporation, Its Sole General Partner

BY: Nader G.M. Salour Sr. VP
Nader G.M. Salour
Senior Vice President

Julington-Cypress, Inc., General Partner of
Julington-Cypress Limited Partnership, General Partner of
Julington Partners Limited Partnership,
Owner of Julington Creek Plantation

whose address is:
950 Davis Pond Boulevard
Jacksonville, Florida 32259

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 15th day of June, 2000 by Nader G.M. Salour, Senior Vice President of Julington Partners Limited Partnership, a Delaware corporation, authorized to do business in the State of Florida, on behalf of Julington Partners Limited Partnership, and who is personally known to me and who did not take an oath.

Sharon A. Hudson
Print Name SHARON A. HUDSON
Notary Public, State of Florida
My Commission Expires: 12/11/03
Commission Number CC000253



February 23, 2000

Return to:
Julington Creek Plantation
950 Davis Pond Blvd.
Jacksonville, FL 32259

Public Records of
St. Johns County, FL
Clerk# 00-008009
O.R. 1476 PG 1517
03:19PM 02/25/2000
REC \$53.00 SUR \$7.00

5237
①

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

(Pine Crossing, Phase I)
(Parcel 54-I)

THIS SUPPLEMENTAL DECLARATION is made this 11th day of February, 2000 by **JULINGTON PARTNERS LIMITED PARTNERSHIP**, a Delaware limited partnership, authorized to do business in Florida ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37, as amended by St. Johns County Resolution No. 93-159, as amended in St. Johns County Resolution 97-25, as recorded in P.U.D. Official Records Book E, page 579 of the public records of St. Johns County, Florida, as amended from time to time ("Development Order").

B. Atlantic Gulf Communities Corporation has subjected certain property owned by it to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida as such has been amended and supplemented, (Collectively "Amended Declaration"). Atlantic Gulf Communities Corporation assigned its rights as developer to the above named Developer pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1177, page 1186 of the public records of St. Johns County, Florida.

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 1 through 39 and Lots 160 through 166, JULINGTON CREEK PLANTATION
PARCEL 54 - PHASE I according to plat thereof recorded in Map Book 38, pages 51
through 56 of the public records of St. Johns County, Florida ("Pine Crossing - Phase I").

E. Developer desires to develop Pine Crossing - Phase I as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Pine Crossing - Phase I, to protect and preserve the values of Pine Crossing - Phase I.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Pine Crossing - Phase I shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of Pine Crossing - Phase I and which shall run with Pine Crossing - Phase I and shall be binding upon all persons having and/or acquiring any right, title or interest in Pine Crossing - Phase I or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Pine Crossing - Phase I of any portion thereof and Pine Crossing - Phase I shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Pine Crossing - Phase I shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Pine Crossing - Phase I and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Setback and Roof Pitch Requirements. The minimum square footage requirements and the building setback and roof pitch requirements for all improvements and Lots in Pine Crossing - Phase I shall be as follows:

a. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

- i. Minimum Lot size - 6000 square feet.
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 1500 square feet.
- iii. Living Unit setback requirement (as measured from the property lines):
 - (A) Front - 20 feet
 - (B) Side - 5 feet
 - (C) Rear - 10 feet
 - (D) Side yard on street side of corner lot - 15 feet

The foregoing setback requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient, in their sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Pine Crossing - Phase I be constructed and developed for single family Living Units. In that regard, any residential construction and development within Pine Crossing - Phase I shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Pine Crossing - Phase I only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Pine Crossing - Phase I which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they

are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Pine Crossing - Phase I or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Pine Crossing - Phase I, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Pine Crossing - Phase I. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may reserve as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Pine Crossing - Phase I, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Pine Crossing - Phase I. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Pine Crossing - Phase I to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Pine Crossing - Phase I.

d. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Pine Crossing - Phase I, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable

Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

5. **Utilities.** Developer for itself and all owners of living units agree to abide by any and all legal requirements imposed by JEA, St. Johns County and the Florida Department of Environmental Protection relative to the water source supply and sewage waste disposal within Julington Creek Plantation. In connection therewith, all Owners of living units shall abide by the following provisions:

a. Unless otherwise authorized by JEA, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service divisions are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Pine Crossing - Phase I having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all showerheads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- I. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- II. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, and any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting

points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Pine Crossing - Phase I Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has created a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office and for such other purposes as the District shall determine. Except those Lots, which are specifically not included within the Community Development District boundary, all Owners of Lots within Julington Creek Plantation, including, without limitation, Pine Crossing - Phase I, are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. **Permits and Restrictions.**

a. Association Responsibility. THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199406191 (IP-CA), dated February 14, 1997 and 199406191 (IP-CA) modification 1, dated June 2, 1997, ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-109-0025 M7, dated August 12, 1997 ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD"). THE PERMITS ARE OWNED OR WILL BE OWNED BY THE ASSOCIATION AND, NOTWITHSTANDING THE OWNERSHIP OF THE PERMITS, THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST AN OWNER VIOLATING SUCH PERMITS.

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

EXCEPT AS REQUIRED OR PERMITTED BY THE AFOREMENTIONED PERMITS ISSUED BY THE ACOE AND SJRWMD, NO OWNER SHALL ALTER, FILL, DREDGE, PLACE SOD OR EXCAVATE, OR PERFORM SIMILAR ACTIVITIES ON ANY PORTION OF OWNER'S RESPECTIVE LOT, UNLESS AND UNTIL SUCH

ACTIVITY IS AUTHORIZED BY OR EXEMPT FROM THE REQUIREMENTS OF THE ACOE AND SJRWMD.

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

b. **Enforcement.** Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration, which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. Any amendment to this Declaration, which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of the ACOE. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD.

9. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Pine Crossing - Phase I Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Pine Crossing - Phase I, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

10. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

11. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Pine Crossing - Phase I Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Pine Crossing - Phase I Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

12. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

13. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently. Recreational vehicles such as travel trailers, mobile homes, motor homes, trailers, boats, etc., cannot be placed, parked or stored on any lot unless totally contained within a garage.

14. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 13, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

15. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

16. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

17. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

18. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

19. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above-described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

20. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building.

21. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Pine Crossing - Phase I, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

22. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

23. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. If an owner owns a pet as permitted hereunder, such owner shall be required to erect or maintain another ACC approved method for keeping and restraining such permitted pets. Any fence must be submitted to the ACC for approval.

24. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

25. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

26. **Garages.** All Living Units shall be constructed with a garage, which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

27. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

28. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

29. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Pine Crossing - Phase I, unless approved by the ACC.

30. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

31. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

32. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Pine Crossing - Phase I. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

33. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

34. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Pine Crossing - Phase I and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

35. **CDD Neighborhood.** Pursuant to the terms of that certain Supplemental Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. Creating a Neighborhood and Establishing Neighborhood Assessments as recorded in Official Record Book 1240, Page 1933 of the public records of St. Johns County, Florida ("Supplemental Neighborhood Declaration"), lots within Julington Creek Plantation may be designated as a part of the "CDD Neighborhood" by so designating in the Supplemental Declaration. Pine Crossing - Phase I is intended to be a part of the CDD Neighborhood and accordingly, the Developer hereby designates all lots in Pine Crossing - Phase I as a part of the CDD Neighborhood and such lots shall be sold, conveyed, transferred, encumbered and occupied in accordance with the terms and conditions of the Supplemental Neighborhood Declaration.

36. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Pine Crossing - Phase I.

37. **Violations or Breach.** In the event of a violation of breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration,

however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

38. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

39. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Donna M. Cesaro-Pengue
Print Name Donna M. Cesaro-Pengue
Judith A. Thomas
Print Name Judith A. Thomas

**JULINGTON PARTNERS LIMITED
PARTNERSHIP**, a Delaware Limited Partnership
By: **JULINGTON-CYPRESS LIMITED PART-
NERSHIP**, a Delaware Limited Partnership, Its
Sole General Partner
By: **JULINGTON-CYPRESS, INC.**, a Delaware
Corporation, Its Sole General Partner

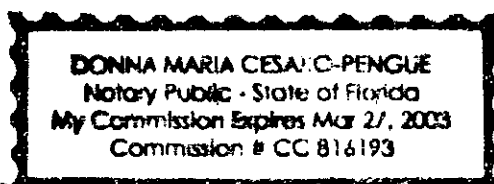
BY: Nader G.M. Salour
Nader G.M. Salour
Senior Vice President

(Corporate Seal)

whose address is:
950 Davis Pond Boulevard
Jacksonville, Florida 32259

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11th day of Feb., 2000 by Nader G.M. Salour, Senior Vice President of Julington Partners Limited Partnership, a Delaware corporation, authorized to do business in the State of Florida, on behalf of Julington Partners Limited Partnership, and who is personally known to me and who did not take an oath.



JAX-103943

Donna M. Cesaro-Pengue
Print Name Donna M. Cesaro-Pengue
Notary Public, State of Florida
My Commission Expires: 3/27/03
Commission Number CC 816193

February 1, 2000

RETURN TO:

JULINGTON PARTNERS

950 DAVIS AVE. BLVD.

JACKSONVILLE FL 32259

Public Records of
St. Johns County, FL
Clerk# 00-006527
O.R. 1474 PG 1256
02:31PM 02/16/2000
REC \$53.00 SUR \$7.00

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

(The Meadows)
(Parcel 30)

THIS SUPPLEMENTAL DECLARATION is made this 1st day of February, 2000 by **JULINGTON PARTNERS LIMITED PARTNERSHIP**, a Delaware limited partnership, authorized to do business in Florida ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37, as amended by St. Johns County Resolution No. 93-159, as amended in St. Johns County Resolution 97-25, all as further amended from time to time ("Development Order").

B. Atlantic Gulf Communities Corporation has subjected certain property owned by it to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida as such has been amended and supplemented, (Collectively "Amended Declaration"). Atlantic Gulf Communities Corporation assigned its rights as developer under the Amended Declaration to the above named Developer pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1177, page 1186 of the public records of St. Johns County, Florida.

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 1 through 50, inclusive, JULINGTON CREEK PLANTATION PARCEL 30-according to plat thereof recorded in Map Book 38, pages 1 - 7 of the public records of St. Johns County, Florida ("The Meadows").

E. Developer desires to develop The Meadows as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within The Meadows, to protect and preserve the values of The Meadows.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that The Meadows shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of The Meadows and which shall run with title to The Meadows and shall be binding upon all persons having and/or acquiring any right, title or interest in The Meadows or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in The Meadows or any portion thereof and The Meadows shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within The Meadows shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of The Meadows and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be re-subdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Setback and Roof Pitch Requirements. The minimum square footage requirements and the building setback and roof pitch requirements for all improvements and Lots in The Meadows shall be as follows:

a. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

- I. Minimum Lot size - 9,000 square feet.
- II. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 2000 square feet excluding garages, patios, porches or other unheated, unairconditioned areas.
- III. Living Unit setback requirement (as measured from the property lines):
 - (A) Front - 25 feet
 - (B) Side - 8 feet
 - (C) Rear - 10 feet
 - (D) Side yard on street side of corner lot - 15 feet

The foregoing setback requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient, in their sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in The Meadows be constructed and developed for single family Living Units. In that regard, any residential construction and development within The Meadows shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon The Meadows only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of The Meadows which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the

compatibility of any requested construction. Owners shall be subject to all rules and regulations of the ACC in effect from time to time, including without limitation, the responsibility to submit required materials and the payment of any review fees. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of The Meadows or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of The Meadows, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within The Meadows. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of The Meadows, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within The Meadows. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within The Meadows to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on The Meadows.

d. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vise versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of The Meadows, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem

appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

f. Fencing Easement. Developer hereby reserves for itself and for the benefit of the Association a five (5') foot easement over the rear or side yards of lots 5 - 10, 27 - 30 inclusive, adjacent to Flora Branch Boulevard of The Meadows for the installation and maintenance of the brick fence. Any brick component or decorative fence post caps shall be maintained by the Association.

5. Utilities. Developer for itself and all owners of living units agree to abide by any and all legal requirements imposed by JEA, St. Johns County and the Florida Department of Environmental Protection relative to the water source supply and sewage waste disposal within Julington Creek Plantation. In connection therewith all Owners of living units shall abide by the following provisions:

a. Unless otherwise authorized by JEA, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of The Meadows having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- I. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- II. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

d. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the The Meadows Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** Julington Creek Plantation Community Development District was created pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office and for such other purposes as the District shall determine. Except those Lots which are specifically not included within the Community Development District boundary, all Owners of Lots within Julington Creek Plantation, including, without limitation, The Meadows, are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. **Permits and Restrictions.**

a. Association Responsibility. THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199406191 (IP-CA), dated February 14, 1997 and 199406191 (IP-CA) modification 1, dated June 2, 1997, ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-109-0025 M7, dated August 12, 1997 ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD"). THE PERMITS ARE OWNED OR WILL BE OWNED BY THE ASSOCIATION AND, NOTWITHSTANDING THE OWNERSHIP OF THE PERMITS, THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST AN OWNER VIOLATING SUCH PERMITS.

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

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

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

b. Enforcement. Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of the ACOE. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD.

9. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the The Meadows Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on The Meadows, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

10. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

11. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more The Meadows Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot

lines. Provided that no Living Unit within the The Meadows Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

12. Sales and Construction Activities. Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

13. Recreational Vehicles. No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently. Recreational vehicles such as travel trailers, mobile homes, motor homes, trailers, boats, etc., cannot be placed, parked or stored on any lot unless totally contained within a garage.

14. Motor Vehicles and Parking. Except as specifically set forth in paragraph 13, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

15. Offstreet Motor Vehicles. No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

16. Temporary Structures. Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

17. Nuisance. No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

18. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

19. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

20. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which is three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building and not until the Owner is ready to commence construction.

21. **Signs.** No sign of any kind shall be displayed to public view on any Lot in The Meadows, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

22. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

23. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. If an owner owns a pet as permitted hereunder, such owner shall be required to erect or maintain another ACC approved method for keeping and restraining such permitted pets. Any fence must be submitted to the ACC for approval.

24. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

25. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence or wall so as to minimize noise.

26. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than four (4) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

27. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

28. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

29. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within The Meadows, unless approved by the ACC.

30. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

31. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

32. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within The Meadows. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

33. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

34. Maintenance. No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within The Meadows and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

35. CDD Neighborhood. Pursuant to the terms of that certain Supplemental Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. Creating a Neighborhood and Establishing Neighborhood Assessments as recorded in Official Record Book 1240, Page 1933 of the public records of St. Johns County, Florida ("Supplemental Neighborhood Declaration"), lots within Julington Creek Plantation may be designated as a part of the "CDD Neighborhood" by so designating in the Supplemental Declaration. The Meadows is intended to be a part of the CDD Neighborhood and accordingly, the Developer hereby designates all lots in The Meadows as a part of the CDD Neighborhood and such lots shall be sold, conveyed, transferred, encumbered and occupied in accordance with the terms and conditions of the Supplemental Neighborhood Declaration.

36. Term. These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering The Meadows.

37. Violation or Breach. In the event of a violation of breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

38. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

39. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal in bankruptcy or in post judgement collection.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Donna M. Cesaro-Pengue
Print Name Donna M. Cesaro-Pengue
Judith A. Thomas
Print Name Judith A. Thomas

**JULINGTON PARTNERS LIMITED
PARTNERSHIP**, a Delaware Limited Partnership
By: **JULINGTON-CYPRESS LIMITED PART-
NERSHIP**, a Delaware Limited Partnership, Its
Sole General Partner
By: **JULINGTON-CYPRESS, INC.**, a Delaware
Corporation, Its Sole General Partner

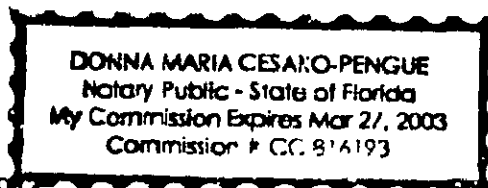
BY: Nader G.M. Salour
Nader G.M. Salour, Senior Vice President

(Corporate Seal)

whose address is:
950 Davis Pond Boulevard
Jacksonville, Florida 32259

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11th day of Feb., 2000 by Nader G.M. Salour, Senior Vice President of Julington-Cypress, Inc., a Delaware corporation, sole general partner of Julington-Cypress Limited Partnership, a Delaware limited partnership, sole general partner of Julington Partnership a Delaware Limited Partnership authorized to do business in Florida on behalf of Julington Partners Limited Partnership, and who is personally known to me and who did not take an oath.



JA-103943

Donna M. Cesaro-Pengue
Print Name Donna M. Cesaro-Pengue
Notary Public, State of Florida
My Commission Expires: 3/27/03
Commission Number CC816193

Public Records of
St. Johns County, FL
Clerk# 99057733
O.R. 1461 PG 30
09:02AM 12/14/1999
REC \$53.00 SUR \$7.00

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

**(Woodbridge Phase II)
(Parcel 31 II)**

THIS SUPPLEMENTAL DECLARATION is made this 16th day of November, 1999 by **JULINGTON PARTNERS LIMITED PARTNERSHIP**, a Delaware limited partnership, authorized to do business in Florida ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37, as amended by St. Johns County Resolution No. 93-159, as amended in St. Johns County Resolution 97-25, all as further amended from time to time ("Development Order").

B. Atlantic Gulf Communities Corporation has subjected certain property owned by it to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida as such has been amended and supplemented, (Collectively "Amended Declaration"). Atlantic Gulf Communities Corporation assigned its rights as developer under the Amended Declaration to the above named Developer pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1177, page 1186 of the public records of St. Johns County, Florida.

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 26-58 and 71-79, inclusive, JULINGTON CREEK PLANTATION PARCEL 3; Phase 2 according to plat thereof recorded in Map Book 37, pages 9 - 15 of the public records of St. Johns County, Florida ("Woodbridge Phase II").

E. Developer desires to develop Woodbridge Phase II as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Woodbridge Phase II, to protect and preserve the values of Woodbridge Phase II.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Woodbridge Phase II shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of Woodbridge Phase II and which shall run with title to Woodbridge Phase II and shall be binding upon all persons having and/or acquiring any right, title or interest in Woodbridge Phase II or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Woodbridge Phase II of any portion thereof and Woodbridge Phase II shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Woodbridge Phase II shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Woodbridge Phase II and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Setback and Roof Pitch Requirements. The minimum square footage requirements and the building setback and roof pitch requirements for all improvements and Lots in Woodbridge Phase II shall be as follows:

a. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

- I. Minimum Lot size - 8,000 square feet.
- II. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 1800 square feet.
- III. Living Unit setback requirement (as measured from the property lines):
 - (A) Front - 20 feet
 - (B) Side - 5 feet
 - (C) Rear - 10 feet
 - (D) Side yard on street side of corner lot - 15 feet

The foregoing setback requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient, in their sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Woodbridge Phase II be constructed and developed for single family Living Units. In that regard, any residential construction and development within Woodbridge Phase II shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Woodbridge Phase II only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Woodbridge Phase II which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they

are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. Owners shall be subject to all rules and regulations of the ACC in effect from time to time, including without limitation, the responsibility to submit required materials and the payment of any review fees. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Woodbridge Phase II or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Woodbridge Phase II, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Woodbridge Phase II. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Woodbridge Phase II, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Woodbridge Phase II. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Woodbridge Phase II to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Woodbridge Phase II.

d. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Woodbridge Phase II, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem

appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

5. **Utilities.** Developer for itself and all owners of living units agree to abide by any and all legal requirements imposed by JEA, St. Johns County and the Florida Department of Environmental Protection relative to the water source supply and sewage waste disposal within Julington Creek Plantation. In connection therewith all Owners of living units shall abide by the following provisions:

a. Unless otherwise authorized by JEA, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Woodbridge Phase II having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

I. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.

II. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

d. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Woodbridge Phase II Lots are located within an area designated by St. Johns County as the Julington Creek Municipal

Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** Julington Creek Plantation Community Development District was created pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office and for such other purposes as the District shall determine. Except those Lots which are specifically not included within the Community Development District boundary, all Owners of Lots within Julington Creek Plantation, including, without limitation, Woodbridge Phase II, are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. **Permits and Restrictions.**

a. **Association Responsibility.** THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199406191 (IP-CA), dated February 14, 1997 and 199406191 (IP-CA) modification 1, dated June 2, 1997, ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-109-0025 M7, dated August 12, 1997 ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD"). THE PERMITS ARE OWNED OR WILL BE OWNED BY THE ASSOCIATION AND, NOTWITHSTANDING THE OWNERSHIP OF THE PERMITS, THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST AN OWNER VIOLATING SUCH PERMITS.

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

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

IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER OR THE

ASSOCIATION IS CITED THEREFOR, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COSTS AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

b. Enforcement. Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD in writing. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of the ACOE. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System and the Permits must be assigned to and accepted by an entity approved in writing by the ACOE and SJRWMD.

9. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Woodbridge Phase II Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Woodbridge Phase II, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

10. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

11. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Woodbridge Phase II Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Woodbridge Phase II Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

12. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

13. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently. Recreational vehicles such as travel trailers, mobile homes, motor homes, trailers, boats, etc., cannot be placed, parked or stored on any lot unless totally contained within a garage.

14. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 13, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

15. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

16. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Planation.

17. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

18. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

19. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any

Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

20. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which is three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building and not until the Owner is ready to commence construction.

21. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Woodbridge Phase II, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

22. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

23. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. If an owner owns a pet as permitted hereunder, such owner shall be required to erect or maintain another ACC approved method for keeping and restraining such permitted pets. Any fence must be submitted to the ACC for approval.

24. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

25. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

26. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than four (4) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

27. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

28. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

29. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Woodbridge Phase II, unless approved by the ACC.

30. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

31. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

32. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Woodbridge Phase II. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

33. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

34. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Woodbridge Phase II and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other

improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

35. **CDD Neighborhood.** Pursuant to the terms of that certain Supplemental Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. Creating a Neighborhood and Establishing Neighborhood Assessments as recorded in Official Record Book 1240, Page 1933 as amended in First Amendment to Supplemental amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association relating to certain assessments and fees recorded in Official Records Book 1386, Page 48 of the public records of St. Johns County, Florida ("Supplemental Neighborhood Declaration"), lots within Julington Creek Plantation may be designated as a part of the "CDD Neighborhood" by so designating in the Supplemental Declaration. Woodbridge Phase II is intended to be a part of the CDD Neighborhood and accordingly, the Developer hereby designates all lots in Woodbridge Phase II as a part of the CDD Neighborhood and such lots shall be sold, conveyed, transferred, encumbered and occupied in accordance with the terms and conditions of the Supplemental Neighborhood Declaration.

36. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Woodbridge Phase II.

37. **Violation or Breach.** In the event of a violation of breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement

38. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

39. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal in bankruptcy or in post judgement collection.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

JULINGTON PARTNERS LIMITED

PARTNERSHIP, a Delaware Limited Partnership
By: JULINGTON-CYPRESS LIMITED PART-
NERSHIP, a Delaware Limited Partnership, Its
Sole General Partner

By: JULINGTON-CYPRESS, INC., a Delaware
Corporation, Its Sole General Partner

BY: [Signature]
Mark Sparrow, Vice President

[Signature]
Print Name Trina Terryson

[Signature]
Print Name JEANETTE RAMIREZ

(Corporate Seal)

whose address is:
950 Davis Pond Boulevard
Jacksonville, Florida 32259

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 3rd day of Dec., 1999 by Mark Sparrow, Vice President of Julington-Cypress, Inc., a Delaware corporation, sole general partner of Julington-Cypress Limited Partnership, a Delaware limited partnership, sole general partner of Julington Partnership a Delaware Limited Partnership authorized to do business in Florida on behalf of Julington Partners Limited Partnership, and who is personally known to me and who did not take an oath.

[Signature]
Print Name MARY ANN LOCH
Notary Public, State of Florida
My Commission Expires: 12/10/99
Commission Number CC514682

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MARY ANN LOCH
My Comm Exp. 12/10/99
Bonded By Service Ins
No. CC514682
Notary Public, State of Florida

October 28, 1999

Public Records of
St. Johns County, FL
Clerk# 99052487
O.R. 1453 PG 759
03:54PM 11/05/1999
REC \$57.00 SUR \$7.50

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

**(Plantation Cove/East Gate)
(Parcel 26/27)**

**THIS SUPPLEMENTAL DECLARATION is made this 28th day of October, 1999 by
JULINGTON PARTNERS LIMITED PARTNERSHIP, a Delaware limited partnership, authorized to
do business in Florida ("Developer").**

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37, as amended by St. Johns County Resolution No. 93-159, as amended in St. Johns County Resolution 97-25, all as further amended from time to time ("Development Order").

B. Atlantic Gulf Communities Corporation has subjected certain property owned by it to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida as such has been amended and supplemented, (Collectively "Amended Declaration"). Atlantic Gulf Communities Corporation assigned its rights as developer under the Amended Declaration to the above named Developer pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1177, page 1186 of the public records of St. Johns County, Florida.

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

**Lots 1 through 96, inclusive, JULINGTON CREEK PLANTATION PARCEL 26/27-
according to plat thereof recorded in Map Book 36, pages 81 - 96 of the public records
of St. Johns County, Florida ("Plantation Cove/East Gate").**

E. Developer desires to develop Plantation Cove/East Gate as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Plantation Cove/East Gate, to protect and preserve the values of Plantation Cove/East Gate.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Plantation Cove/East Gate shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of Plantation Cove/East Gate and which shall run with title to Plantation Cove/East Gate and shall be binding upon all persons having and/or acquiring any right, title or interest in Plantation Cove/East Gate or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Plantation Cove/East Gate of any portion thereof and Plantation Cove/East Gate shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Plantation Cove/East Gate shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Plantation Cove/East Gate and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Setback and Roof Pitch Requirements. The minimum square footage requirements and the building setback and roof pitch requirements for all improvements and Lots in Plantation Cove/East Gate shall be as follows:

a. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

- I. Minimum Lot size - 10,000 square feet.
- II. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 2500 square feet except for lots which front lake or golf course which shall contain a minimum of 2700 square feet, excluding garages, patios, porches or other unheated, unairconditioned areas
- III. Living Unit setback requirement (as measured from the property lines):
 - (A) Front - 25 feet
 - (B) Side - 8 feet
 - (C) Rear - 10 feet
 - (D) Side yard on street side of corner lot - 15 feet

The foregoing setback requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient, in their sole discretion.

b. The minimum roof pitch shall be 7:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Plantation Cove/East Gate be constructed and developed for single family Living Units. In that regard, any residential construction and development within Plantation Cove/East Gate shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Plantation Cove/East Gate only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Plantation Cove/East Gate which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been

adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. Owners shall be subject to all rules and regulations of the ACC in effect from time to time, including without limitation, the responsibility to submit required materials and the payment of any review fees. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Plantation Cove/East Gate or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Plantation Cove/East Gate, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Plantation Cove/East Gate. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Plantation Cove/East Gate, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Plantation Cove/East Gate. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Golf Course Easements. Lots within any portion of Plantation Cove/East Gate abutting or contiguous with the golf course are hereby subjected to a perpetual and nonexclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, Page 750 of the public records of St. Johns County, Florida) which is ten feet purpose of allowing errant golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of the golf course facility. "Operating Hours" shall mean those hours of each day that the golf course facility is open for the play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

All Owners, by acceptance of delivery of a deed for a Lot, and all occupants, by their use of a Lot, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claims or institute any actions whatsoever against the Developer, the Association, the golf course designer or the builder of the Living Units arising from any errant golf balls, any damages that may be caused thereby or for negligent design of the golf course or sitting of any Living Unit.

d. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Plantation Cove/East Gate to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Plantation Cove/East Gate.

e. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Plantation Cove/East Gate, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

f. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

g. Fencing Easement. Developer hereby reserves for itself and for the benefit of the Association a five (5') foot easement over the rear yards of lots 1, 10-16 inclusive, adjacent to Flora Branch Boulevard of Plantation Cove and East Gate for the installation and maintenance of the brick fence. Any brick component or decorative fence post caps shall be maintained by the association.

5. Utilities. Developer for itself and all owners of living units agree to abide by any and all legal requirements imposed by JEA, St. Johns County and the Florida Department of Environmental Protection relative to the water source supply and sewage waste disposal within Julington Creek Plantation. In connection therewith all Owners of living units shall abide by the following provisions:

a. Unless otherwise authorized by JEA, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of

water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Plantation Cove/East Gate having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

I. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.

II. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

d. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Plantation Cove/East Gate Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** Julington Creek Plantation Community Development District was created pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office and for such other purposes as the District shall determine. Except those Lots which are specifically not included within the Community Development District boundary, all Owners of Lots within Julington Creek Plantation, including, without limitation, Plantation Cove/East Gate, are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. Permits and Restrictions.

a. Association Responsibility. THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199406191 (IP-CA), dated February 14, 1997 and 199406191 (IP-CA) modification 1, dated June 2, 1997, ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-109-0025 M7, dated August 12, 1997 ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD"). THE PERMITS ARE OWNED OR WILL BE OWNED BY THE ASSOCIATION AND, NOTWITHSTANDING THE OWNERSHIP OF THE PERMITS, THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST AN OWNER VIOLATING SUCH PERMITS.

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

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

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

b. Enforcement. Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. Any amendment to this Declaration which amends the

responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of the ACOE. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD.

9. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Plantation Cove/East Gate Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Plantation Cove/East Gate, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

10. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

11. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Plantation Cove/East Gate Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Plantation Cove/East Gate Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

12. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

13. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently. Recreational vehicles such as travel trailers, mobile homes, motor homes, trailers, boats, etc., cannot be placed, parked or stored on any lot unless totally contained within a garage.

14. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 13, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

15. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

16. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

17. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

18. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

19. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

20. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which is three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building and not until the Owner is ready to commence construction.

21. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Plantation Cove/East Gate, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

22. Driveways. Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

23. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. If an owner owns a pet as permitted hereunder, such owner shall be required to erect or maintain another ACC approved method for keeping and restraining such permitted pets. Any fence must be submitted to the ACC for approval.

24. Trash Storage. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

25. Window Air Conditioning Units. No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

26. Garages. All Living Units shall be constructed with a garage which will house at least two (2) but no more than four (4) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

27. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

28. Painting of Exposed Areas of Roof. All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

29. Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Plantation Cove/East Gate, unless approved by the ACC.

30. Games and Play Structures. All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

31. Mail Boxes. No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living

Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

32. Window Coverings. No reflective window coverings or treatments shall be permitted on any Living Unit within Plantation Cove/East Gate. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

33. Fences and Walls. Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

34. Maintenance. No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Plantation Cove/East Gate and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

35. CDD Neighborhood. Pursuant to the terms of that certain Supplemental Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. Creating a Neighborhood and Establishing Neighborhood Assessments as recorded in Official Record Book 1240, Page 1933 of the public records of St. Johns County, Florida ("Supplemental Neighborhood Declaration"), lots within Julington Creek Plantation may be designated as a part of the "CDD Neighborhood" by so designating in the Supplemental Declaration. Plantation Cove/East Gate is intended to be a part of the CDD Neighborhood and accordingly, the Developer hereby designates all lots in Plantation Cove/East Gate as a part of the CDD Neighborhood and such lots shall be sold, conveyed, transferred, encumbered and occupied in accordance with the terms and conditions of the Supplemental Neighborhood Declaration.

36. Term. These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods

of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Plantation Cove/East Gate.


37. **Violation or Breach.** In the event of a violation of breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.


38. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

39. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal in bankruptcy or in post judgement collection.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:


Print Name Elizabeth M. Reynolds


Print Name MICHELLE R. MARTIN

JULINGTON PARTNERS LIMITED
PARTNERSHIP, a Delaware Limited Partnership
By: JULINGTON-CYPRESS LIMITED PART-
NERSHIP, a Delaware Limited Partnership, Its
Sole General Partner
By: JULINGTON-CYPRESS, INC., a Delaware
Corporation, Its Sole General Partner

BY: 
Mark Sparrow, Vice President



whose address is:
 950 Davis Pond Boulevard
 Jacksonville, Florida 32259

STATE OF FLORIDA
 COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2nd day of Nov., 1999 by Mark Sparrow, Vice President of Julington-Cypress, Inc., a Delaware corporation, sole general partner of Julington-Cypress Limited Partnership, a Delaware limited partnership, sole general partner of Julington Partnership a Delaware Limited Partnership authorized to do business in Florida on behalf of Julington Partners Limited Partnership, and who is personally known to me and who did not take an oath.

Mary Ann Lockamy
 Print Name MARY ANN LOCKAMY
 Notary Public, State of Florida
 My Commission Expires: 12/10/99
 Commission Number CC 514682

JA-103943



MARY ANN LOCKAMY
 My Comm Exp. 12/10/99
 Bonded By Service Ins
 No. CC514682
☒ Personally Known ☐ Other I.D.

May 8, 1996

Prepared by and Return to
Linda Connor Kane
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**CONSENT AND JOINDER TO
SUPPLEMENTAL DECLARATION TO AMENDED
AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS OF
JULINGTON CREEK PLANTATION
PROPERTY OWNER'S ASSOCIATION, INC.**

(FOX CREEK, PHASE I)

THIS CONSENT AND JOINDER is executed this 11th day of July, 1996, by
FOX CREEK DEVELOPMENT CORPORATION, a Florida corporation ("Owner").

RECITALS

A. Atlantic Gulf Communities Corporation recorded that Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. (Fox Creek, Phase I) in Official Records Book 1168, page 1462, of the Public Records of St. Johns County, Florida ("Supplemental Fox Creek Declaration"). The Supplemental Fox Creek Declaration supplements that certain Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823, of the Public Records of St. Johns County, Florida ("Amended Declaration").

B. Owner is the fee simple title holder to the lands more fully described in the Supplemental Fox Creek Declaration ("Fox Creek, Phase I").

C. Pursuant to the terms of Article II, the Developer is entitled to subject additional property to the Amended Declaration, provided that the Owner thereof consents to such Supplemental Declaration. Developer and Owner intend that Fox Creek, Phase I, be developed in accordance with the Amended Declaration, as supplemented by the Supplemental Fox Creek Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner hereby executes this Consent and Joinder to evidence its desire and determination to subject Fox Creek, Phase I, to the terms and conditions of the Amended Declaration and Supplemental Fox Creek Declaration; and Owner hereby consents and joins in with the covenants and restrictions set forth therein and declares that they shall be binding upon all persons having and/or acquiring any

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Recording \$9.00 Surcharge \$1.50

right, title or interest in Fox Creek, Phase I, or any portion thereof, and shall inure to the benefit of each and every person from time to time owning or holding an interest in Fox Creek, Phase I; and that Fox Creek, Phase I shall be deemed to be "Property" as such term is defined in the Amended Declaration.

IN WITNESS WHEREOF, the undersigned has set its hand on the day and year first above written.

Signed in the presence of:

Sharon A. Hudson
 Print Name: Sharon A. Hudson
James H. Hudson
 Print Name: James H. Hudson

FOX CREEK DEVELOPMENT
 CORPORATION

BY:

J. Thomas Gillette, III
 Print Name J. Thomas Gillette, III

[CORPORATE SEAL]

whose address is:

950 Davis Pond Blvd.
 Jacksonville, Florida 32259

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 10th day of May, 1996, by J. Thomas Gillette, III, the President of Fox Creek Development Corporation, a Florida corporation, on behalf of the corporation. He/she is personally known to me or produced n/a as identification.

Sharon A. Hudson
 Print Name: Sharon A. Hudson
 Notary Public, State of Florida
 My commission expires: 12/11/99
 Commission number: 12149074

[Notarial Seal]



SHARON A. HUDSON
 My Comm Exp. 12/11/99
 Bonded By Service Ins
 No. CC499074
☒ Personally Known ☐ Other I.D.

JAX-201236

and maintenance requirements and restrictions in the interest of the future owners of Living Units within Bayberry - Phase II, to protect and preserve the values of Bayberry - Phase II.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Bayberry - Phase II shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of Bayberry - Phase II and which shall run with Bayberry - Phase II and shall be binding upon all persons having and/or acquiring any right, title or interest in Bayberry - Phase II or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Bayberry - Phase II of any portion thereof and Bayberry - Phase II shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Bayberry - Phase II shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Bayberry - Phase II and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Setback and Roof Pitch Requirements. The minimum square footage requirements and the building setback and roof pitch requirements for all improvements and Lots in Bayberry - Phase II shall be as follows:

a. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

- i. Minimum Lot size - 7000 square feet
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 1445 square feet.
- iii. Living Unit setback requirement (as measured from the property lines):
 - (A) Front - 20 feet
 - (B) Side - 5 feet
 - (C) Rear - 10 feet
 - (D) Side yard on street side of corner lot - 15 feet
 - (E) Lots 196 through 200 to have a 35 foot front building setback

The foregoing setback requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient, in their sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Bayberry - Phase II be constructed and developed for single family Living Units. In that regard, any residential construction and development within Bayberry - Phase II shall be in compliance with the following provisions:

a. Construction Plans. No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Bayberry - Phase II only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. Review Procedure for Plans. All Owners of any portion of Bayberry - Phase II which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. General Intent and Guidelines. The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they

are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Bayberry - Phase II or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Bayberry - Phase II, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, use, fitness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Bayberry - Phase II. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

a. Easements Easements for the installation and maintenance of public utilities and drainage facilities may reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Bayberry - Phase II, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Bayberry - Phase II. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Bayberry - Phase II to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Bayberry - Phase II.

d. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Bayberry - Phase II, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion,

may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

g. Fencing Easement. Developer hereby reserves for itself and for the benefit of the Association a Five (5') Foot easement over the Easterly Five Feet (5') of Lots which are contiguous with Flora Branch Boulevard of Bayberry - Phase II for the installation and maintenance of a wooden fence. Any brick pilasters or decorative fence post caps shall be maintained by the Association, and the wooden portion of the fence shall be maintained by the Owners of the Lot as provided in paragraph 32 hereof.

5. Utilities. Developer and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Protection relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Protection relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Bayberry - Phase II having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows

- i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well
- ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination

of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Bayberry - Phase II Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has created a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office and for such other purposes as the District shall determine. Except those Lots which are specifically not included within the Community Development District boundary, all Owners of Lots within Julington Creek Plantation, including, without limitation, Bayberry - Phase II, are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Bayberry - Phase II Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Bayberry - Phase II, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Bayberry - Phase II Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Bayberry - Phase II Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional

part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.
- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.
- d. No such vehicle shall be permitted anywhere within the yard of any Lot which is adjacent to a lake or to the golf course.

13. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 12, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which is originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Bayberry - Phase II, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its

collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Bayberry - Phase II, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Bayberry - Phase II. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets.

Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

With respect to any fencing within Bayberry - Phase II which is adjacent to Flora Branch Boulevard, the owners of the Lots adjacent to Flora Branch Boulevard within Bayberry - Phase II shall be responsible for the maintenance of any wooden component of such fencing and the Association shall maintain any brick component or any decorative fence post caps thereof. Provided, however, if an Owner fails to maintain the wooden portion of the fence, then in such event the Association, after giving notice and a ten (10) day right to cure, may enter onto the Lot and perform such maintenance and shall be reimbursed for the cost thereof by a Special Assessment against the Owner and his Lot.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Bayberry - Phase II and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes and the wooded portion of the perimeter fence on his Lot adjacent to Flora Branch Boulevard in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Bayberry Phase II

35. **Violation or Breach.** In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so.

thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

36. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Print Name JAMES H. HUDSON

Print Name Mary Anne Gillette

ATLANTIC GULF COMMUNITIES
CORPORATION

BY J. Thomas Gillette III
Its Senior Vice President

whose address is:
950 Davis Pond Boulevard
Jacksonville, Florida 32259

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 21st day of April, 1996 by J. Thomas Gillette, III, the Senior Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath.



My Comm Exp. 12-1-97
Bonded By Service Ins.
No. CC498774
Personally Known () Other ()

Print Name J. Thomas Gillette III
Notary Public, State of Florida
My Commission Expires 12-1-97
Commission Number CC498774

JAX-103943

April 25, 1996

*For the State of Florida
20 Davis Avenue
Tallahassee, Florida 32309*

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

(DURBIN CROSSING)

Recorded in Public Records - St. Johns County, FL
Clerk# 96014417 O.R. 1168-01474 - 04/25/96
Recording \$49.00 Surcharge \$6.50

THIS SUPPLEMENTAL DECLARATION is made this 25th day of April, 1996, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation, authorized to do business in Florida, successor in interest to **GENERAL DEVELOPMENT CORPORATION** ("Developer").

R E C I T A L S

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain Development Order No. 82-37 as amended in St. Johns County Resolution No. 93-159, as recorded in P.U.D. Official records Book E, page 579 of the public records of St. Johns County, Florida, as amended from time to time ("Development Order").

B. Developer has subjected certain property owned by it to the Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 1 through 54, inclusive, JULINGTON CREEK PLANTATION
PARCEL 35.1, PHASE 6, according to plat thereof recorded in Map
Book 30, pages 52 - 58 of the public records of St. Johns
County, Florida.

The foregoing property is hereinafter collectively referred to herein as "Durbin Crossing".

E. Developer desires to develop Durbin Crossing as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Durbin Crossing, to protect and preserve the values of Durbin Crossing.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Durbin Crossing shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, and which shall run with Durbin Crossing and shall be binding upon all persons having and/or acquiring any right, title or interest in Durbin Crossing or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Durbin Crossing of any portion thereof and Durbin Crossing shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Durbin Crossing shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Durbin Crossing and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height, however finished attic space shall not count against this height limitation. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Setback and Roof Pitch Requirements. The minimum square footage requirements and the building setback and roof pitch requirements for all improvements and Lots in Durbin Crossing shall be as follows:

a. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

- i. Minimum Lot size - 5,000 square feet
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas:
 - (A) On interior lots - 1,300 square feet
- iii. Living Unit setback requirement (as measured from the property lines):
 - (A) Front - 20 feet
 - (B) Side - 0 feet with 10 feet between buildings
(Separation between buildings may be as little as 7.5 feet, but a fire wall will be required for separation less than 10 feet.)
 - (C) Rear - 10 feet
 - (D) Side Setback on Street Side of Corner Lots - 10 feet

The foregoing setback requirements may be waived by a written instrument executed by the Developer or the ACC, as the Developer or ACC deems necessary or convenient, in their respective sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Durbin Crossing be constructed and developed for single family Living Units. In that regard, any residential construction and development within Durbin Crossing shall be in compliance with the following provisions:

a. Construction Plans. No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Durbin Crossing only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. Review Procedure for Plans. All Owners of any portion of Durbin Crossing which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. General Intent and Guidelines. The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they

are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Durbin Crossing or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Durbin Crossing, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Durbin Crossing. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may be reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Durbin Crossing, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Durbin Crossing. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Durbin Crossing to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Durbin Crossing.

d. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Durbin Crossing, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith.

including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

f. Fencing Easement. Developer hereby reserves for itself and for the benefit of the Association a five (5') foot easement over the side yard of Lot 54 and rear yards of Lots 1 through 15, 26, 27 and 28 adjacent to Durbin Creek Boulevard for the installation and maintenance of a wooden fence. Any decorative fence post caps shall be maintained by the Association, and the wooden portion of the fence shall be maintained by the Owners of the Lot as provided in paragraph 33 hereof.

5. Utilities. Developer and its wholly owned subsidiary, Atlantic Gulf Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Durbin Crossing having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion

of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Durbin Crossing Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has created a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office and for such other purposes as the District shall determine. Except those Lots which are specifically not included within the Community Development District boundary, all Owners of Lots within Julington Creek Plantation, including, without limitation, Durbin Crossing, are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Durbin Crossing Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Durbin Crossing, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Durbin Crossing Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Durbin Crossing Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently, provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.
- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.
- d. No such vehicle shall be permitted anywhere within the yard of any lot which is adjacent to a lake or to the golf course.

13. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 12, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without

limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Durbin Crossing, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. (See also paragraph 32 hereof.)

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than four (4) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

With respect to any fencing within Durbin Crossing which is adjacent to Durbin Creek Boulevard, the Owners of the Lots adjacent to Durbin Creek Boulevard within Durbin Crossing shall be responsible for the maintenance of any wooden component of such fencing and the Association shall maintain any decorative fence post caps thereof. Provided, however, that if an Owner fails to maintain the wooden portion of the fence, the Association may, after giving ten (10) days written notice and the Owner's failure to cure, enter onto the Lot and perform such maintenance, the cost of which shall be reimbursed to the Association by way of a Special Assessment against the Owner and his Lot.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Durbin Crossing and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes and the wooded portion of the perimeter fence on his Lot adjacent to Durbin Creek Boulevard, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Durbin Crossing.

35. **Violation or Breach.** In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

36. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

James H. Hudson
Print Name James H. Hudson
Sharon A. Hudson
Print Name Sharon A. Hudson

ATLANTIC GULF COMMUNITIES
CORPORATION

BY: J. Thomas Gillette, III
Its Senior Vice President

(Corporate Seal)

whose address is:

950 Davis Pond Boulevard
Jacksonville, Florida 32259

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 12th day of April, 1996 by J. Thomas Gillette, III, Senior Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath.



SHARON A. HUDSON
My Comm Expt. 12/1/99
Bonded By Service Ins
No. CC499074
☒ Personally Known ☐ Other I.D.

Sharon A. Hudson
Print Name Sharon A. Hudson
Notary Public, State of Florida
My Commission Expires: 12/1/99
Commission Number CC499074

April 24, 1996

5366 1)

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

(FOX CREEK, PHASE I)

Recorded in Public Records, St. Johns County, FL
Clerk# 96014416 O.F. 1168 P.O. 1462 03:11PM 04/26/96
Recording \$49.00 Surcharge \$0.00

THIS SUPPLEMENTAL DECLARATION is made this 23rd day of April, 1996, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation, authorized to do business in Florida, successor in interest to **GENERAL DEVELOPMENT CORPORATION** ("Developer").

R E C I T A L S:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain Development Order No. 82-37 as amended in St. Johns County Resolution No. 93-159, as recorded in P.U.D. Official records Book E, page 579 of the public records of St. Johns County, Florida, as amended from time to time ("Development Order").

B. Developer has subjected certain property owned by it to the Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 1 through 38, inclusive, JULINGTON CREEK PLANTATION
PARCEL 21, PHASE I, according to plat thereof recorded in
Map Book 30, pages 40 - 44 of the public records of St
Johns County, Florida.

The foregoing property is hereinafter collectively referred to herein as "Fox Creek, Phase I".

E. D. desires to develop Fox Creek - Phase I as a residential community and as a part of Julington plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Fox Creek - Phase I, to protect and preserve the values of Fox Creek - Phase I.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Fox Creek - Phase I shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, and which shall run with Fox Creek - Phase I and shall be binding upon all persons having and/or acquiring any right, title or interest in Fox Creek - Phase I or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Fox Creek - Phase I or any portion thereof and Fox Creek - Phase I shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Fox Creek - Phase I shall be subject to the following terms, conditions, covenants and restrictions:

1 Residential Lots

All Lots in all blocks (as depicted on the plat of Fox Creek - Phase I and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height, however finished attic space shall not count against this height limitation. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. **Building Square Footage, Setback and Roof Pitch Requirements.** The minimum square footage requirements and the building setback and roof pitch requirements for all improvements on Lots in Fox Creek - Phase I shall be as follows:

a. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

- i. Minimum Lot size - 6,000 square feet
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas
 - (A) On interior lots - 1800 square feet
 - (B) On golf course lots - 1900 square feet
- iii. Living Unit setback requirement (as measured from the property lines):
 - (A) Front - 25 feet
 - (B) Side - 5 feet
 - (C) Rear - 10 feet
 - (D) Side Setback on Street Side of Corner Lots - 15 feet

The foregoing setback requirements may be waived by a written instrument executed by the Developer or the ACC, as the Developer or ACC deems necessary or convenient, in their respective sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Fox Creek - Phase I be constructed and developed for single family Living Units. In that regard, any residential construction and development within Fox Creek - Phase I shall be in compliance with the following provisions:

a. Construction Plans. No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Fox Creek - Phase I only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. Review Procedure for Plans. All Owners of any portion of Fox Creek - Phase I which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. General Intent and Guidelines. The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they

are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Fox Creek - Phase I or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Fox Creek - Phase I, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Fox Creek - Phase I. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may be reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Fox Creek - Phase I, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Fox Creek - Phase I. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Fox Creek - Phase I to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Fox Creek - Phase I.

d. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Fox Creek - Phase I, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion,

may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

f. Golf Course Easement. Lots within any portion of Fox Creek - Phase I abutting or contiguous with the golf course are hereby subjected to a perpetual and non-exclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, Page 750 of the public records of St. Johns County, Florida) which is ten feet (10') in width as measured from the Lot boundaries abutting the golf course, for the purpose of allowing errant golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of the golf course facility. "Operating Hours" shall mean those hours of each day that the golf course facility is open for play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

All Owners, by acceptance of delivery of a deed for a Lot, and all occupants, by their use of a Lot, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claims or institute any actions whatsoever against the Developer, the Association, the golf course designer or the builder of the Living Units arising from any errant golf balls, any damages that may be caused thereby or for negligent design of the golf course or siting of any Living Unit.

5. Utilities. Developer and its wholly owned subsidiary, Atlantic Gulf Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Fox Creek - Phase I having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Fox Creek - Phase I Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has created a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office and for such other purposes as the District shall determine. Except those Lots which are specifically not included within the Community Development District boundary, all Owners of Lots within Julington Creek Plantation, including, without limitation, Fox Creek - Phase I, are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Fox Creek - Phase I Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Fox Creek - Phase I, subject to strict safety codes and shall be stored in containers specifically designed for the purposes

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Fox Creek - Phase I Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Fox Creek - Phase I Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.
- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.
- d. No such vehicle shall be permitted anywhere within the yard of any lot which is adjacent to a lake or to the golf course.

13. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 12, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off or paved roadways and drives

except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Fox Creek - Phase I, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of

way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. (See also paragraph 32 hereof.)

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than four (4) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Fox Creek - Phase I and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, overgrown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Fox Creek - Phase I.

35. **Violation or Breach.** In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this

Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

36. **Severability.** Invalidity of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Print Name JAMES H. HUDSON

Print Name MARY L. HUDSON

ATLANTIC GULF COMMUNITIES
CORPORATION

BY

J. Thomas Gillette, III
Its Senior Vice President

(Corporate Seal)

whose address is:

950 Davis Pond Boulevard
Jacksonville, Florida 32259

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 22 day of July, 1996 by J. Thomas Gillette, III, Senior Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath.



My Commission Expires 12/31/97
Bonded By Notary Public
No. CC459674
☐ Personally Known ☐ Other L.D.

Print Name JAMES H. HUDSON
Notary Public, State of Florida
My Commission Expires 12/31/97
Commission Number 224774

November 22, 1995

Prepared by and Return to:
Funda Connor Kane Esquire
Holland & Knight
50 North Laura Street, Suite 1600
Jacksonville, Florida 32202

**FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF
COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

(Deer Run - Phase I)

THIS FIRST AMENDMENT is made this 22nd day of November, 1995, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation, authorized to do business in the State of Florida ("Developer")

RECITALS

A. Developer subjected certain lands owned by it the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc., as recorded in Official Records Book 1094, page 1823 of the public records of St. Johns County, Florida, ("Declaration") as supplemented by Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Property Owners' Association, Inc. (Deer Run - Phase I) recorded in Official Records Book 1133, page 1345 of the public records of St. Johns County, Florida ("Supplemental Declaration")

B. Pursuant to paragraph 34 of the Supplemental Declaration, the Developer may amend the Declaration or Supplemental Declaration, without the consent of an Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation. On the date hereof, Developer is the owner of land within Julington Creek Plantation.

C. Developer desires to amend the Supplemental Declaration with respect to maintenance obligations for certain easements within Deer Run - Phase I.

NOW, THEREFORE, in consideration of the premises, Developer hereby amends the Supplemental Declaration as follows:

1. The following subparagraph is hereby added to paragraph 4(a) of the Supplemental Declaration:

(i). Notwithstanding the foregoing, the Developer hereby reserves and grants the following easements and restrictions with respect to Lot 34 of Deer Run - Phase I. In accordance with the terms and conditions of the Plat of Deer Run - Phase I, the driveway providing ingress and egress to the Living Unit to be constructed on Lot 34 also provides ingress and egress to Tract T-4, Deer Run -

Recorded in Public Records, St. Johns County, FL
Clerk# 96001614 O.R. 1149 PG 1533 02:14PM 01/16/96
Recording \$17.00 Surchage \$2.50

Phase I on which a lift station has been constructed by Atlantic Gulf Utilities, Inc., successor to General Development Utilities, Inc. ("Driveway Easement").

In addition, in accordance with the aforementioned plat, Lot 34 is subject to a twenty foot (20') drainage easement over its northerly boundary ("20' Easement") and a thirty foot (30') drainage utility, water, sewer and access easement over its westerly boundary ("30' Easement").

The Owner of Lot 34 is hereby granted the right to install a driveway and appropriate landscaping within the Driveway Easement and the 30' Easement and shall have the right to install landscaping, walks and other improvements approved by the ACC within the 20' and 30' Easements. Such Owner shall be responsible for the maintenance and upkeep of the permitted improvements.

Developer hereby confirms and grants to Atlantic Gulf Utilities, Inc. a perpetual nonexclusive easement over and across Driveway Easement for the purpose of access to and maintenance and repair of the lift station to be located in Tract T-4 of Deer Run - Phase I.

Developer hereby confirms and grants to the entity responsible for the maintenance and operation of the Stormwater Management System a perpetual, nonexclusive easement for ingress and egress over and across the Driveway Easement for the purpose of performing its obligations under the Declaration for maintenance of the Stormwater Management System. Pursuant to the terms of the Declaration, Developer has the right to assign such obligations to the Julington Creek Plantation Property Owners' Association, Inc., the Julington Creek Plantation Community Development District or the Municipal Service Taxing Unit and upon such assignment, the easement confirmed and granted herein shall automatically vest in the assignee.

In the event that the grantees of the foregoing easements exercise their rights under the terms and conditions of the Plat of Deer Run - Phase I, the Declaration, the Supplemental Declaration or this First Amendment and damage or destroy any of the permitted improvements or remove any landscaping within the Driveway Easement, 20' Easement or 30' Easement, such grantee shall repair or restore such improvements to substantially their condition prior to such exercise of its rights, at its cost and expense.

2. Except as modified herein, the terms and conditions of the Declaration and Supplemental Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

James H. Hudson
Print Name James H. Hudson

James H. Hudson
Print Name James H. Hudson

ATLANTIC GULF COMMUNITIES
CORPORATION

BY: J. Thomas Gillette, III
Its Vice President

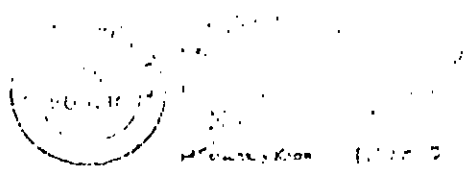
whose address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26th day of December, 1994 by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath



Sharon L. Wilson
Print Name Sharon L. Wilson
Notary Public, State of Florida
My Commission Expires: 12/1/95
Commission Number 121111


**CONSENT AND JOINDER TO
FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.**

(Deer Run - Phase I)

The undersigned, ATLANTIC GULF UTILITIES, INC., a Florida corporation, as the benefitted party under those certain easements more fully set forth in the plat of Julington Creek Plantation, Parcel 20 - Phase I, according to plat thereof, as recorded in Map Book 29, pages 68 - 72 of the public records of St. Johns County, Florida, and the easements granted and confirmed in that certain First Amendment to Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. (Deer Run - Phase I), dated this 28 day of DECEMBER 1995, ("First Amendment") hereby consents to the recording of the First Amendment and agrees to accept the grant of easement pursuant to the terms and conditions set forth in the First Amendment.

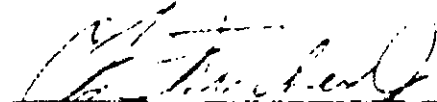
IN WITNESS WHEREOF, the undersigned set its hand and seal on this the 28 day of DECEMBER, 1995.

Signed, sealed and delivered
in the presence of


Print Name: JANE A. CAIRNS

ATLANTIC GULF UTILITIES, INC.

By

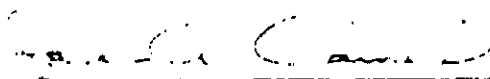

Print Name: CHARLES E. FANCHER, JR.
Its: AGGENT

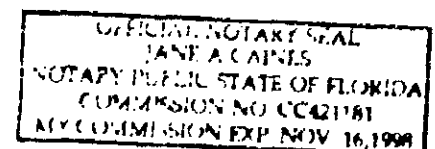
Whose address is: [CORPORATE SEAL]

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 28 day of December, 1995, by Charles E. Fancher, Jr., the President of Atlantic Gulf Utilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.


Print Name: JANE A. CAIRNS
Notary Public, State of Florida
My Commission Expires: _____
Commission No. _____



**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

(Edgewater - Phase I)

THIS SUPPLEMENTAL DECLARATION is made this 18th day of October 1995, by ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, authorized to do business in Florida, successor in interest to GENERAL DEVELOPMENT CORPORATION ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain Development Order No. 82-37 as amended in St. Johns County Resolution No. 93-159, as recorded in P.U.D. Official records Book E, page 579 of the public records of St. Johns County, Florida, as amended from time to time ("Development Order").

B. Developer has subjected certain property owned by it to the Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 1 through 79, inclusive, JULINGTON CREEK PLANTATION
PARCEL 23, PHASE I, according to plat thereof recorded in Map
Book 29 pages 84 - 92 of the public records of St. Johns
County, Florida.

The foregoing property is hereinafter collectively referred to herein as "Edgewater - Phase I".

Recorded in Public Records St. Johns County, FL
Clerk# 95031926 O.S. 1135 PG 217 02:28PM 10/19/95
Recording \$53.00 Surcharge \$7.00

E. Developer desires to develop Edgewater - Phase I as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Edgewater - Phase I, to protect and preserve the values of Edgewater - Phase I.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Edgewater - Phase I shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, and which shall run with Edgewater - Phase I and shall be binding upon all persons having and/or acquiring any right, title or interest in Edgewater - Phase I or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Edgewater - Phase I of any portion thereof and Edgewater - Phase I shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Edgewater - Phase I shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Edgewater - Phase I and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height, however finished attic space shall not count against this height limitation. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Set Back and Roof Pitch Requirements. The minimum square footage requirements and the building set back and roof pitch requirements for all improvements and Lots in Edgewater - Phase I shall be as follows:

a. The minimum square footage requirements for all Living Units, and the set back requirements are as follows:

- i. Minimum Lot size - 10,000 square feet.
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas:
 - (A) On interior lots - 1800 square feet
 - (B) On golf course lots - 2000 square feet
- iii. Living Unit set back requirement (as measured from the property lines):
 - (A) Front - 25 feet
 - (B) Side - 8 feet
 - (C) Rear - 10 feet
 - (D) Side Set back on Street Side of Corner Lots - 15 feet

The foregoing set back requirements may be waived by a written instrument executed by the Developer or the ACC, as the Developer or ACC deems necessary or convenient, in their respective sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Edgewater - Phase I be constructed and developed for single family Living Units. In that regard, any residential construction and development within Edgewater - Phase I shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Edgewater - Phase I only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Edgewater - Phase I which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they

are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Edgewater - Phase I or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Edgewater - Phase I, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Edgewater - Phase I. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may be reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements within said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Edgewater - Phase I, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Edgewater - Phase I. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Golf Course Easements. Lots within any portion of Edgewater - Phase I abutting or contiguous with the golf course are hereby subjected to a perpetual and non-exclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, Page 750 of the public records of St. Johns County, Florida) which is ten feet (10') in width as measured from the Lot boundaries abutting the golf course, for the purpose of allowing errant golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of the golf course facility. "Operating Hours" shall mean those hours of each day that the golf course facility is open for the play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

d. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Edgewater - Phase I to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Edgewater - Phase I.

e. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Edgewater - Phase I, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

f. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

g. Fencing Easement. Developer hereby reserves for itself and for the benefit of the Association a five (5') foot easement over the side yards of Lots 1, 2, 27, 53, and 71 and rear yards of Lots 1, 27, 28, 31, 32, 33, 38, 39, 44, 45, 46, 47, 49, and 50 adjacent to Durbin Creek Boulevard of Edgewater - Phase I for the installation and maintenance of a wooden fence. Any brick pilasters or decorative fence post caps shall be maintained by the Association, and the wooden portion of the fence shall be maintained by the Owners of the Lot as provided in paragraph 33 hereof.

h. Golf Course Easement. Lots within any portion of Edgewater - Phase I abutting or contiguous with the golf course are hereby subjected to a perpetual and non-exclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, Page 750 of the public records of St. Johns County, Florida) which is ten feet (10') in width as measured from the Lot boundaries abutting the golf course, for the purpose of allowing errant golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of the golf course facility. "Operating Hours" shall mean those hours of each day that the golf course facility is open for play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

All Owners, by acceptance of delivery of a deed for a Lot, and all occupants, by their use of a Lot, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claims or institute any actions whatsoever against the Developer, the Association, the golf course designer or the builder of the Living Units arising from any errant golf balls, any damages that may be caused thereby or for negligent design of the golf course or siting of any Living Unit.

5. **Utilities.** Developer and its wholly owned subsidiary, Atlantic Gulf Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Edgewater - Phase I having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Edgewater - Phase I Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments.

Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has created a community development district pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office and for such other purposes as the District shall determine. Except those Lots which are specifically not included within the Community Development District boundary, all Owners of Lots within Julington Creek Plantation, including, without limitation, Edgewater - Phase I, are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Edgewater - Phase I Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Edgewater - Phase I, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Edgewater - Phase I Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the set back lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Edgewater - Phase I Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.
- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.
- d. No such vehicle shall be permitted anywhere within the yard of any lot which is adjacent to a lake or to the golf course.

13. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 12, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Edgewater - Phase I, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. (See also paragraph 32 hereof.)

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than four (4) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

With respect to any fencing within Edgewater - Phase I which is adjacent to Durbin Creek Boulevard, the Owners of the Lots adjacent to Durbin Creek Boulevard within Edgewater - Phase I shall be responsible for the maintenance of any wooden component of such fencing and the Association shall maintain any brick component or any decorative fence post caps thereof. Provided, however, that if an Owner fails to maintain the wooden portion of the fence, the Association may, after giving ten (10) days written notice and the Owner's failure to cure, enter onto the Lot and perform such maintenance, the cost of which shall be reimbursed to the Association by way of a Special Assessment against the Owner and his Lot.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Edgewater - Phase I and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes and the wooded portion of the perimeter fence on his Lot adjacent to Durbin Creek Boulevard, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Edgewater - Phase I.

35. **Violation or Breach.** In the event of a violation of breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

36. **Severability.** Invalidity of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of.

[Signature]
Print Name General Marshall

[Signature]
Print Name JAMES H. HUDSON

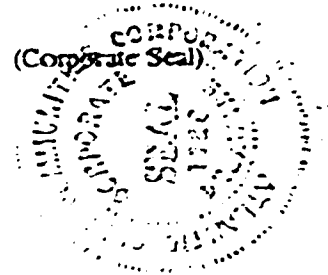
ATLANTIC GULF COMMUNITIES
CORPORATION

BY: [Signature]

J. Thomas Gillette, III
Its Vice President

whose address is:

1111 Durbin Creek Boulevard
Jacksonville, Florida 32259



STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 15th day of June, 1995 by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath.



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

[Signature]
Print Name Sharon Hudson
Notary Public, State of Florida
My Commission Expires: 12/11/95
Commission Number 00167354

September 11, 1995

8567

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

(Deer Run)
(Phase I)

THIS SUPPLEMENTAL DECLARATION is made this 11th day of October 1995, by ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, authorized to do business in Florida, successor in interest to GENERAL DEVELOPMENT CORPORATION ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain Development Order No. 82-37 as amended in St. Johns County Resolution No. 93-159, as recorded in P.U.D. Official records Book E, page 579 of the public records of St. Johns County, Florida, as amended from time to time ("Development Order").

B. Developer has subjected certain property owned by it to the Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 1 through 34, inclusive, JULINGTON CREEK PLANTATION
PARCEL 20, PHASE I, according to plat thereof recorded in Map Book
29 pages 68 - 72 of the public records of St. Johns County,
Florida ("Deer Run, Phase I")

Recorded in Public Records St. Johns County, FL
Clerk# 95031090 O.R. 1133 PG 1345 11:43AM 10/12/95
Recording \$49.00 Surcharge \$6.50

E. Developer desires to develop Deer Run - Phase I as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Deer Run - Phase I, to protect and preserve the values of Deer Run - Phase I.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Deer Run - Phase I shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, and which shall run with Deer Run - Phase I and shall be binding upon all persons having and/or acquiring any right, title or interest in Deer Run - Phase I or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Deer Run - Phase I of any portion thereof and Deer Run - Phase I shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Deer Run - Phase I shall be subject to the following terms, conditions, covenants and restrictions:

1. **Residential Lots**

All Lots in all blocks (as depicted on the plat of Deer Run - Phase I and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height, however finished attic space shall not count against this height limitation. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. **Building Square Footage, Set Back and Roof Pitch Requirements.** The minimum square footage requirements and the building set back and roof pitch requirements for all improvements and Lots in Deer Run - Phase I shall be as follows:

a. The minimum square footage requirements for all Living Units, and the set back requirements are as follows:

- i. Minimum Lot size - 10,000 square feet.
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 2,000 square feet, except for Lots which front on the golf course or on the lake which shall contain 2,200 square feet, excluding garages, patios, porches or other unheated or unairconditioned areas.
- iii. Living Unit set back requirement (as measured from the property lines):
 - (A) Front - 25 feet
 - (B) Side - 8 feet
 - (C) Rear - 10 feet

(D) Side Set back on Street Side of Corner Lots - 15 feet

The foregoing set back requirements may be waived by a written instrument executed by the Developer or the ACC, as the Developer or ACC deems necessary or convenient, in their respective sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit, Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Deer Run - Phase I be constructed and developed for single family Living Units. In that regard, any residential construction and development within Deer Run - Phase I shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Deer Run - Phase I only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Deer Run - Phase I which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended

Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Deer Run - Phase I or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Deer Run - Phase I, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Deer Run - Phase I. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. **Easements.**

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may be reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Deer Run - Phase I, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Deer Run - Phase I. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Golf Course Easements. Lots within any portion of Deer Run - Phase I abutting or contiguous with the golf course are hereby subjected to a perpetual and non-exclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, Page 750 of the public records of St. Johns County, Florida) which is ten feet (10') in width as measured from the Lot boundaries abutting the golf course, for the purpose of allowing errant golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of the golf course facility. "Operating Hours" shall mean those hours of each day that the golf course facility is open for the play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

d. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Deer Run - Phase I to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Deer Run - Phase I.

e. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vise versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Deer Run - Phase I, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment

f. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

5. Utilities. Developer and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Deer Run - Phase I having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.

ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Deer Run - Phase I Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has created a community development district pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office and for such other purposes as the District shall determine. Except those Lots which are specifically not included within the Community Development District boundary, all Owners of Lots within Julington Creek Plantation, including, without limitation, Deer Run-Phase I, are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Deer Run - Phase I Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Deer Run - Phase I, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other

energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Deer Run - Phase I Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the set back lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Deer Run - Phase I Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.
- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.
- d. No such vehicle shall be permitted anywhere within the yard of any lot which is adjacent to a lake or to the golf course.

13. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 12, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision

by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Deer Run - Phase I, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other

nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. (See also paragraph 32 hereof.)

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than four (4) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Deer Run - Phase I and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Deer Run - Phase I.

35. **Violation or Breach.** In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this

Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

36. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Maurice L. Hudson
Print Name Maurice L. Hudson
Sharon Hudson
Print Name SHARON HUDSON

ATLANTIC GULF COMMUNITIES
CORPORATION

BY: J. Thomas Gillette, III
Its Vice President

(Corporate Seal)

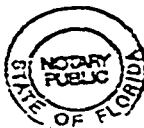
whose address is:

1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11th day of October 1995 by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath.



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

Sharon Hudson
Print Name SHARON HUDSON
Notary Public, State of Florida
My Commission Expires: 12-11-95
Commission Number 02167354

August 29, 1995

SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.

(Maplewood - Phase II)

for Atlantic Gulf Communities Corporation

THIS SUPPLEMENTAL DECLARATION is made this 11th day of Sept., 1995, by ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, authorized to do business in Florida, successor in interest to GENERAL DEVELOPMENT CORPORATION ("Developer").

R E C I T A L S:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37, as amended by St. Johns County Resolution No. 93-159 as recorded in P.U.D. Official Records Book E, page 579 of the public records of St. Johns County, Florida, as amended from time to time ("Development Order").

B. Developer has subjected certain property owned by it to the Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 104 through 140, inclusive, JULINGTON CREEK PLANTATION
PARCEL 35, PHASE 2, according to plat thereof recorded in Map Book
29, pages 55 - 56 of the public records of St. Johns County, Florida.

and

592
Recorded in Public Records St. Johns County, FL
Clerk# 95027300 O.R. 1128 PG 740 02:04PM 09/12/95
Recording \$53.00 Surcharge \$7.00

Lots 1 through 4, and 11 through 13, inclusive, JULINGTON CREEK PLANTATION PARCEL 35, PHASE 1, according to plat thereof recorded in Map Book 28 pages 88 - 95 of the public records of St. Johns County, Florida

The foregoing property is hereinafter collectively referred to herein as "Maplewood - Phase II".

E. Developer desires to develop Maplewood-Phase II as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Maplewood-Phase II, to protect and preserve the values of Maplewood-Phase II.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Maplewood-Phase II shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of Maplewood-Phase II and which shall run with Maplewood-Phase II and shall be binding upon all persons having and/or acquiring any right, title or interest in Maplewood-Phase II or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Maplewood-Phase II or any portion thereof and Maplewood-Phase II shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Maplewood-Phase II shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Maplewood-Phase II and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Set Back and Roof Pitch Requirements. The minimum square footage requirements and the building set back and roof pitch requirements for all improvements and Lots in Maplewood-Phase II shall be as follows:

a. The minimum square footage requirements for all Living Units, and the set back requirements are as follows:

- i. Minimum Lot size - 7,000 square feet.
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 1800

square feet, excluding garages, patios, porches or other unheated or unairconditioned areas.

iii. Living Unit set back requirement (as measured from the property lines):

- (A) Front - 25 feet
- (B) Side - 7.5 feet
- (C) Rear - 10 feet
- (D) Side yard on street side of corner Lot - 15 feet

The foregoing set back requirements may be waived by a written instrument executed by the Developer or ACC in the event that the Developer or ACC determine in their sole discretion that such waiver is necessary or convenient.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Maplewood-Phase II be constructed and developed for single family Living Units. In that regard, any residential construction and development within Maplewood-Phase II shall be in compliance with the following provisions:

a. Construction Plans. No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Maplewood-Phase II only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. Review Procedure for Plans. All Owners of any portion of Maplewood-Phase II which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original

submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. General Intent and Guidelines. The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Maplewood-Phase II or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Maplewood-Phase II, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Maplewood-Phase II. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. **Easements.**

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Maplewood-Phase II, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Maplewood-Phase II. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Maplewood-Phase II to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Maplewood-Phase II.

d. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Maplewood-Phase II for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

g. Fencing Easement. Developer hereby reserves for itself and for the benefit of the Association a five (5') foot easement over the side yards of Lots 104 and 118 adjacent to Maplewood Drive of Maplewood-Phase II for the installation and maintenance of a wooden fence. Any brick pilasters or decorative fence post caps shall be maintained by the Association, and the wooden portion of the fence shall be maintained by the Owners of the Lot as provided in paragraph 3.3 hereof.

f. Golf Course Easement. Lots within any portion of Maplewood - Phase II abutting or contiguous with the golf course are hereby subjected to a perpetual and non-exclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, Page 750 of the public records of St. Johns County, Florida) which is ten feet (10') in width as measured from the Lot boundaries abutting the golf course, for the purpose of allowing errant golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of the golf course facility. "Operating Hours" shall mean those hours of each day that the golf course facility is open for the play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

All Owners, by acceptance of delivery of a deed for a Lot, and all occupants, by their use of a Lot, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claims or institute any actions whatsoever against the Developer, the Association, the golf course designer or the builder of the Living Units arising from any errant golf balls, any damages that may be caused thereby or for negligent design of the golf course or siting of any Living Unit.

5. Utilities. Developer and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons owning, by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Maplewood-Phase II having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.

ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Maplewood-Phase II Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has created a community development district pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office and for such other purposes as the District shall determine. Except those Lots which are specifically not included

within the Community Development District boundary. all Owners of Lots within Julington Creek Plantation, including, without limitation, Maplewood-Phase II, are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Maplewood-Phase II Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Maplewood-Phase II, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Maplewood-Phase II Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the set back lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Maplewood-Phase II Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.
- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.
- d. No such vehicle shall be permitted anywhere within the yard of any Lot which is adjacent to a lake or to the golf course.

13. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 12, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding

one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of

the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Maplewood-Phase II, except one sign of not more than 10 (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. (See also paragraph 32 hereof.)

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Maplewood-Phase II, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the

rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Maplewood-Phase II. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

With respect to any fencing within Maplewood-Phase II which is adjacent to Maplewood Drive, the owners of the Lots adjacent to Maplewood Drive within Maplewood-Phase II shall be responsible for the maintenance of any wooden component of such fencing and the Association shall maintain any brick component or any decorative fence post caps thereof. Provided, however, that if an Owner fails to maintain the wooden portion of the fence, the Association may, after giving ten (10) days written notice and the Owner's failure to cure, enter onto the Lot and perform such maintenance, the cost of which shall be reimbursed to the Association by way of a Special Assessment against the Owner and his Lot.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Maplewood-Phase II and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes and the wooded portion of the perimeter fence on his Lot adjacent to Maplewood Drive, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Maplewood-Phase II.

35. **Violation or Breach.** In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

36. **Severability.** Invalidity of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial, on appeal, in bankruptcy or in post judgment collection.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Print Name

[Signature]
Print Name *CLAREN YARD*

ATLANTIC GULF COMMUNITIES
CORPORATION

BY

[Signature]
J. Thomas Gillette, III
Its Vice President

Corporate Seal

whose address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32250

O.R. 1128 PG 0752

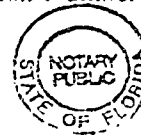
STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 12 day of December, 1995 by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me.

Print Name Sharon Hudson
Notary Public, State of Florida
My Commission Expires: 12-11-95
Commission Number 90000000

JAX-104126.5



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

Prepared by and return to:
 John A. Sapor, Esq.
 Smith Hulsey & Bussey
 1800 First Union Bank Tower
 225 Water Street
 Jacksonville, FL 32202

**FIRST AMENDED
 SUPPLEMENTAL DECLARATION TO
 AMENDED AND RESTATED
 DECLARATION OF COVENANTS AND RESTRICTIONS
 OF JULINGTON CREEK PLANTATION
 (THE PARKES)**

THIS FIRST AMENDED SUPPLEMENTAL DECLARATION is made this 16th day of August, 1995, by JULINGTON CREEK DEVELOPMENT COMPANY, a Florida corporation, whose address is 2575 County Road 220, Doctors Inlet, Florida 32068 ("Julington").

RECITALS:

A. Julington owns certain real property within a planned residential community commonly referred to as "Julington Creek Plantation" located in St. Johns County which is more fully described in that certain Development Order No. 82-37 as amended from time to time ("Julington Creek Plantation").

B. A portion of Julington's real property located within Julington Creek Plantation is more fully described as:

The Parkes of Julington Creek Plantation Phase One, according to plat thereof recorded in Map Book 28, Pages 98 through 101, of the public records of St. Johns County, Florida ("The Parkes"), less and except certain Lots 2, 6, 7, 22, 25, 27, 30, 36, 41, 48, 50, 51, 66, 70, and 72 in Block 1; Lots 1, 6, 9, 14, 22, 26, 34, and 38 in Block 2; and Lots 9, 13, 15, 21, and 22 in Block 3 that have been conveyed to owners (the "Conveyed Lots").

The Parkes, including the Conveyed Lots, is referred to herein as the "Neighborhood Property". By further amendment to this First Amended Supplemental Declaration, the definition of Neighborhood Property may be expanded to include future phases of residential development.

Recorded in Public Records St. Johns County, FL
 Clerk# 95024346 O.R. 1124 PG 66 10:30AM 08/17/95
 Recording \$93.00 Surcharge \$12.00

C. The Neighborhood Property is part of the Additional Property as defined in the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. ("Association") recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida ("Amended Declaration").

D. Pursuant to the provisions of Article II of the Amended Declaration, Julington may subject the Neighborhood Property to additional covenants and restrictions by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

E. On March 10, 1995, Julington executed and delivered that certain Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation (The Parkes) dated March 10, 1995, recorded in Official Records Book 1099, page 666 of the public records of St. Johns County, Florida (the "Original Supplemental Declaration"), which amended and modified the Amended Declaration to subject the Neighborhood Property to the terms and conditions of the Amended Declaration and to provide additional covenants and restrictions applicable to the Neighborhood Property.

F. Julington desires to develop the Neighborhood Property as a residential community and as a part of Julington Creek Plantation. The purpose of the Original Supplemental Declaration and this First Amended Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within the Neighborhood Property, and to protect and preserve the values of the Neighborhood Property.

G. Julington hereby amends, restates and replaces the Original Supplemental Declaration in its entirety with this First Amended Supplemental Declaration, setting forth herein and together with the Amended Declaration all the terms and conditions applicable to the Neighborhood Property. The terms and conditions of this First Amended Supplemental Declaration shall relate back to and be effective as of the date of the Original Supplemental Declaration.

H. The owners of the Conveyed Lots join into and consent to this First Amended Supplemental Declaration in order to subject their rights and interests to the terms and conditions of this First Amended Supplemental Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Julington hereby declares that the Neighborhood Property shall be held,

occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this First Amended Supplemental Declaration, all of which are created in the best interests of the Owners and residents of the Neighborhood Property and which shall run with the Neighborhood Property and shall be binding upon all persons having and/or acquiring any right, title or interest in the Neighborhood Property or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Neighborhood Property of any portion thereof and the Neighborhood Property shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within the Neighborhood Property shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots.

All Lots (as depicted on the plat of the Neighborhood Property and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be re-subdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Set Back and Roof Pitch Requirements. The minimum square footage requirements and the building set back and roof pitch requirements for all improvements and Lots in the Neighborhood Property shall be as promulgated by the NACC (hereafter defined).

3. Approval of Plans. All construction and development within the Neighborhood Property shall be in compliance with the following provisions:

a. Construction Plans. No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors,

signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Neighborhood Architectural Control Committee of the Neighborhood Property ("NACC"), which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the NACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon the Neighborhood Property only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. Review Procedure for Plans. All Owners of any portion of the Neighborhood Property which is designated for residential purposes shall prepare and submit the Plans to the NACC for review. The NACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the NACC disapproves any Plans submitted by Owner, NACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the NACC to respond within such thirty (30) business day period shall constitute an automatic approval and the NACC, upon request, shall confirm same in a recordable written document.

c. General Intent and Guidelines. The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration and this First Amended Supplemental Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The NACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede,

waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the NACC shall be deemed to set a standard for construction which the NACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of NACC or Julington. The NACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the NACC. None of the NACC, Association, or Julington or any of their respective officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of the Neighborhood Property or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of the Neighborhood Property, by acquiring title to same, agrees not to seek damages from Julington, Association and/or the NACC arising out of the NACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Julington nor the NACC shall be responsible for reviewing, and their review of any Plans or submissions shall not be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Julington, the Association and the NACC (including their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Julington, Association and/or the NACC.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and

Intended Improvements within the Neighborhood Property. Provided, however, nothing herein shall be deemed to prohibit Julington from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

g. Establishment of NACC. So long as Julington owns any of the Neighborhood Property, the architectural review of the Living Units initially constructed on any Lot shall be solely vested in Julington. Architectural review of all other construction and improvements to the Neighborhood Property including, but not limited to, signage, landscaping and irrigation within the Neighborhood Common Property (as herein defined) and other non-residential improvements to the Neighborhood Property shall remain vested with the Architectural Control Committee ("ACC") established by Article VIII of the Amended Declaration. Julington hereby establishes the NACC which shall exist for so long as Julington owns any portion of the Neighborhood Property. The NACC shall consist of two or more persons appointed by Julington. Once the Developer under the Amended Declaration no longer controls the Association, the Board of Directors of the Association may decide to merge the NACC with the ACC established by the Amended Declaration and, if merged, the review and approval of improvements to the Neighborhood Property shall thereafter be governed solely by the ACC.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may be reserved on the recorded plat or may be granted by Julington pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and

shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of the Neighborhood Property, Julington reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within the Neighborhood Property. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Julington's Easement to Correct Drainage. Julington reserves a blanket easement on, over and under the land within the Neighborhood Property to maintain and correct drainage of surface waters or other erosion controls provided, however, Julington's exercise of this easement shall not materially and adversely affect any improvements on the Neighborhood Property.

d. Easement for Unintentional Encroachment. Julington hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of the Neighborhood Property, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. Central Telecommunication Receiving and Distribution System. The Developer retains any and all easements, rights and responsibilities for central telecommunication receiving and distribution as provided in the Amended Declaration.

f. Fence Maintenance Easements. The Association is hereby granted an easement for ingress and egress over any buffer or landscape tracts (as described on the plat(s) of the Neighborhood Property) and along the rear five (5) feet of any Lots adjacent to Racetrack Road, if necessary, for the purpose of maintaining the non-wooden portions of the fence adjacent to Racetrack Road. Any Owner of a Lot containing or adjacent to the fence along

Racetrack Road is also granted an easement for ingress and egress, if necessary, over any such buffer or landscape tracts to maintain the wooden portions of the fence as required in paragraph 35 herein.

5. Utilities. Julington has entered, or will enter, an agreement with General Development Utilities, Inc., (hereinafter referred to as "Utilities"), whereby each will agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within the Neighborhood Property. Any future agreement arrived at between Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under Julington.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of the Neighborhood Property having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Julington reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of the Neighborhood Property.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any

resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. Neighborhood Common Property.

a. The areas shown on the plat of the Neighborhood Property as Tracts A through D (including drainage facilities that are not maintained by the Community Development District referred to hereafter) are hereby designated by Julington to be Neighborhood Common Property and are hereby reserved for the exclusive use and benefit of the residents living within the Neighborhood Property. Except as provided in paragraph 6(b) below and in the Amended Declaration, such property shall be maintained by the Association and the costs thereof shall be assessed to the Owners of Lots within the Neighborhood Property as Neighborhood Assessments. Julington may retain title to the Neighborhood Common Property until such time as it has sold all of the Lots within the Neighborhood Property and thereafter convey the Neighborhood Common Property to the Association.

b. As more specifically described in the Amended Declaration, the owner of the land adjacent to any edge of any lake, canal or other water body forming a portion of the Stormwater Management System in the Neighborhood Property (the "Adjacent Owner") shall maintain the embankment to the water's edge as such level shall rise and fall from time to time irrespective of ownership of the lands being maintained. Maintenance of the embankment shall be conducted so that the grass planting or other lateral support of the embankment shall exist in a clean and safe manner and so as to prevent erosion. If an Adjacent Owner shall fail to maintain the embankment, the Association shall have the right, but not the obligation, to enter onto the Adjacent Owner's property and perform the maintenance at the expense of the Adjacent Owner, which expense shall be a Special Assessment against the Adjacent Owner and his Lot or Living Unit.

7. Julington's Rights With Respect to Neighborhood Common Property. For so long as Julington shall own any

property that is subject to the provisions of this First Amended Supplemental Declaration, Julington shall have the right to enter upon and use, and to have an easement upon, the Neighborhood Common Property for any purpose consistent with the rights and privileges reserved to Julington hereunder including, without limitation, for the installation and maintenance of utilities, drainage facilities, signage, and the like, and for any right or privilege reserved to the Developer under the Amended Declaration.

8. Municipal Tax Service District. Notice is hereby given that the Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

9. Community Development District. A Community Development District pursuant to the terms of Florida Statutes Chapter 190 has been formed for the purposes of funding the construction of infrastructure and improvements for Julington Creek Plantation and for ongoing maintenance of wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office. All Owners of Lots within Julington Creek Plantation (except those Lots which are specifically not included within the Community Development District boundary) including, without limitation, the Neighborhood Property, shall be required to be a part of the Community Development District. An Owner's rights in connection with the use, operation and maintenance of a Lot or Living Unit shall be subject to the documents creating and governing the operation of a Community Development District.

10. Hazardous Materials. No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on the Neighborhood Property, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

11. Energy Conservation. Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely

scrutinized and controlled to assure consistency with neighborhood aesthetics.

12. Resubdivision and Replatting. Julington reserves the right to resubdivide or replat one or more Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the set back lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

13. Sales and Construction Activities. Notwithstanding any other provisions hereof, Julington, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

14. Recreational Vehicles. No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty-two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

a. No such vehicle shall be permitted within the front or side setback areas.

b. All such vehicles shall bear current registration or inspection tag.

c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.

15. Motor Vehicles and Parking. Except as specifically set forth in paragraph 14, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening

shall be determined solely in the discretion of the NACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the NACC, except within a garage, totally isolated from public view.

16. Offstreet Motor Vehicles. No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the NACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

17. Temporary Structures. Unless first approved in writing by the NACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by Julington or its designees, as a sales office or construction office during any development.

18. Nuisance. No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, and musical instruments, shall be maintained from 11:00 pm. until 7:30 a.m. at such a volume that the sound is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

19. Oil Drilling. No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

20. Intersection Site Distance. No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular

area formed by the street property lines and the line connecting them at points twenty-five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

21. Tree Preservation. No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of Julington, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of Julington until the Owner shall be ready to commence construction.

22. Signs. No sign of any kind shall be displayed to public view on any Lot in the Neighborhood Property, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to Julington or any designee of Julington during the period of time that Julington or its designees are constructing improvements or marketing.

23. Driveways. Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the NACC in accordance with the provision of Section 3.

24. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

25. Trash Storage. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been

constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

26. Window Air Conditioning Units. No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

27. Garages. All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

28. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

29. Painting of Exposed Areas of Roof. All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

30. Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within the Neighborhood Property, unless approved by the NACC.

31. Games and Play Structures. All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the NACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

32. Mail Boxes. No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the NACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the NACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

33. Window Coverings. No reflective window coverings or treatments shall be permitted on any Living Unit. The NACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

34. Fences and Walls. Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the NACC. The NACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another NACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the NACC with respect to the location, height and type of material and must be approved by the NACC.

35. Maintenance. No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. The Owner of a Lot containing or proximate to the wood and brick fence adjacent to Racetrack Road shall maintain the wooden portions of such fence lying within their Lot or lying within the area created by the extension of their Lot lines to Racetrack Road. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes and the wooden portion of the perimeter fence adjacent to Racetrack Road, in a good and workmanlike manner or in a neat and clean appearance, the NACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

36. Amendment of this Supplemental Declaration. Julington, for so long as it shall own any property subject to this First Amended Supplemental Declaration, without the

joinder of any other party, may exclusively amend this First Amended Supplemental Declaration by recording in the public records of St. Johns County, Florida, an amendment thereto. Thereafter, the Owners of two-thirds of the Lots then subject to this First Amended Supplemental Declaration may make such amendments. Amendments may be for any lawful purpose provided that such are consistent with the Amended Declaration, the development scheme of the Neighborhood Property as determined from this First Amended Supplemental Declaration, and the actual development of the Neighborhood Property.

37. Term. These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

38. Violation or Breach. In the event of a violation of or breach of these restrictions by any persons or concerns claiming by, through or under Julington, its successors or assigns, Julington, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, Julington, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this First Amended Supplemental Declaration or the Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

39. Severability. Invalidity of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

40. Attorney's Fees. In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this First Amended Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

41. Consent and Joinder of the Owners. Prior to recording this First Amended Supplemental Declaration, Julington may have conveyed certain Lots which were intended

to be subject to this First Amended Supplemental Declaration. By consent and joinder attached hereto, such Lot owners have joined in and consented to the recordation of this First Amended Supplemental Declaration and have subjected the title to the Lots owned by them to the terms and conditions hereof.

42. Consent and Joinder of Lenders. By consent and joinder attached hereto, certain Lenders have joined in and consented to the recordation of this First Amended Supplemental Declaration and have subjected the lien of their mortgage and security instruments to the terms and conditions hereof.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

JULINGTON CREEK DEVELOPMENT
COMPANY

John Sapor
Print Name JOHN A SAPORA

By Shepherd E. Colledge
Shepherd E. Colledge
Its President

Marie M. Tuttle
Print Name Marie M. Tuttle

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 16th day of AUGUST, 1995, by Shepherd E. Colledge, President of Julington Creek Development Company, a Florida corporation, on behalf of the corporation, who is personally known to me ~~or~~ produced _____ as identification.

Marie M. Tuttle
Print Name Marie M. Tuttle
Notary Public, State of Florida
My Commission Expires _____
Commission Number _____



1037413

JOINDER AND CONSENT OF LOT OWNERS

The UNDERSIGNED OWNERS of one or more Conveyed Lots (as defined in the First Amended Supplemental Declaration) hereby join into and consent to the execution and recordation of the First Amended Supplemental Declaration to which this Joinder is attached, and hereby join with Julington Creek Development Company ("Julington" in the First Amended Supplemental Declaration) in declaring and agreeing that its portion of the Neighborhood Property and all of its interest therein is and shall be subject to the terms and conditions of the First Amended Supplemental Declaration and any further amendments thereto.

Executed as of this 16th day of August, 1995.

ATLANTIC BUILDERS, INC.

By: [Signature]

Print Name: William T. [unclear]

Its _____ President

8351 Westport Road
Jacksonville, Florida 32244

(Corporate Seal)

SEDA CONSTRUCTION COMPANY

By: [Signature]

Print Name: [unclear]

Its _____ President

2120 Corporate Square Blvd., Suite 4
Jacksonville, Florida 32216

(Corporate Seal)

CENTEX HOMES CORPORATION

By: *Douglas W. Smith*

Print Name: Douglas W. Smith
Its Division President

6620 Southpoint Drive, S., Suite 400
Jacksonville, Florida 32216

(Corporate Seal)

SHAFFER & SONS ENTERPRISES, INC.

By: *J. D. Shaffer*

Print Name: J. D. Shaffer
Its President

8081 Phillips Highway, Suite 14
Jacksonville, Florida 32256

(Corporate Seal)

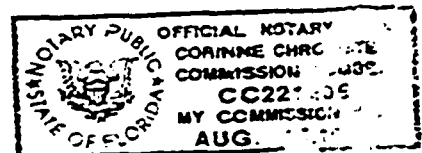
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this
1 day of August, 1995, by William B. Guss, as
President of Atlantic Builders, Inc., a Florida corporation,
on behalf of the corporation, who is personally known to me or
who has produced _____ as identification.

Corinne Chrc

Print Name: _____

Notary Public, State and
County Aforesaid
My Commission Expires:
Commission No.:



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this
7 day of August, 1995, by John A. Siment, as
 President of SEDA Construction Company, a Florida
 corporation, on behalf of the corporation, who is personally
known to me or who has produced _____ as
 identification.

Alice Faye Cogburn
 Print Name: Alice Faye Cogburn
 Notary Public, State and
 County Aforesaid
 My Commission Expires:
 Commission No.:



ALICE FAYE COGBURN
 My Comm Exp. 5/07/99
 Bonded By Service Ins
 No. CC460511

☐ Personally Known ☐ Other I.D.

STATE OF FLORIDA
COUNTY OF DUVAL

4th The foregoing instrument was acknowledged before me this
4th day of AUGUST, 1995, by DOUGLAS W. SMITH, as DIVISION
 President of Centex Homes Corporation, a NEVADA corporation,
 on behalf of the corporation, who is personally known to me or
 who has produced PERSONALLY KNOWN as identification.

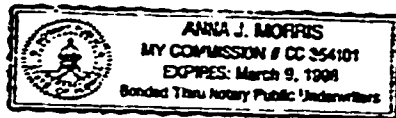
Robert S. Porter
 Print Name: ROBERT S. PORTER
 Notary Public, State and
 County Aforesaid
 My Commission Expires:
 Commission No.:



ROBERT S. PORTER
 MY COMMISSION # 07311187 EXPIRES
 AUGUST 25, 1997
 BONDED THRU TRICY FARM INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7 day of August, 1995, by Joseph M. Shaffer as President of Shaffer & Sons Enterprises, Inc., a corporation, on behalf of the corporation, who is personally known to me or who has produced Personally Known identification.



Anna J. Morris
Print Name: Anna J. Morris
Notary Public, State and
County Aforesaid
My Commission Expires:
Commission No.:

1037413

JOINDER AND CONSENT OF MORTGAGEE

BARNETT BANK OF JACKSONVILLE, N.A., a national banking association, whose address is 50 North Laura Street, Jacksonville, Florida 32202 ("Mortgagee"), is the owner and holder of the following instruments:

(a) that certain Mortgage dated April 15, 1994, executed and delivered by Julington Creek Development Company, a Florida corporation ("Mortgagor"), to Mortgagee, recorded in Official Records Book 1050, page 169, of the public records of St. Johns County, Florida (the "Mortgage");

(b) that certain UCC-1 financing statement from Mortgagor as Debtor to Mortgagee as Secured Party, recorded in Official Records Book 1050, page 189, of the public records of St. Johns County, Florida (the "Financing Statement"); and

(c) that certain Assignment of Borrower's Interest in Contract Documents and Development Permits dated April 15, 1994, executed and delivered by Mortgagor and Mortgagee, recorded in Official Records Book 1050, page 194, of the public records of St. Johns County, Florida (the "Assignment").

The Neighborhood Property constitutes lands subject to the lien and security interest of the Mortgage, Financing Statement and Assignment, and Mortgagor has requested that Mortgagee join into and consent to this First Amended Supplemental Declaration.

Mortgagee does hereby join into and consent to the execution and recordation of the First Amended Supplemental Declaration to which this Joinder is attached, and agrees that Mortgagee's interest as mortgagee in the Neighborhood Property is and shall be subject to the terms and conditions of the First Amended Supplemental Declaration.

This Joinder is made by Mortgagee without any representation or warranty, expressed or implied, by virtue of law or statute, decisional or otherwise, as to the legality or validity of the First Amended Supplemental Declaration, the condition of the land and improvements constituting the Parkes, or their habitability, usefulness, or fitness for any purpose.

IN WITNESS WHEREOF, the undersigned have executed this Joinder and Consent of Mortgagee this 2nd day of August, 1995.

BARNETT BANK OF JACKSONVILLE,
N. A., a national banking
association

By: Michael P. Blawie
Print Name: Michael P. Blawie
Its S. V. C. President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Duval

2nd The foregoing instrument was acknowledged before me this day of August, 1995, by Michael P. Blawie, President of Barnett Bank of Jacksonville, N.A., a national banking association, on behalf of the association, who is personally known to me or has produced as identification.



OFFICIAL SEAL
CYNTHIA L. POE
My Commission Expires
08/28/1997
Comm. No. CC 986672

Cynthia L. Poe
Print Name: _____
NOTARY PUBLIC, State and County
Aforesaid
Commission Number: _____
My Commission Expires: _____

107741 1

March 8, 1995

Prepared by and Return to
Linda Connor Kane
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

(Bayberry - Phase I)

THIS SUPPLEMENTAL DECLARATION is made this 9th day of March, 1995, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation, authorized to do business in Florida, successor in interest to **GENERAL DEVELOPMENT CORPORATION** ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37, as amended by St. Johns County Resolution No. 93-159 as recorded in P.U.D. Official Records Book E, page 579 of the public records of St. Johns County, Florida, as amended from time to time ("Development Order").

B. Developer has subjected certain property owned by it to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 14 through 68, inclusive, JULINGTON CREEK PLANTATION PARCEL 35, according to plat thereof recorded in Map Book 28, pages 88-96 of the public records of St. Johns County, Florida ("Bayberry - Phase I").

E. Developer desires to develop Bayberry - Phase I as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use

Recorded in Public Records St. Johns County, FL
Clerk # 95006542 O.R. 1098 PG 1437 01:05PM 03-09-95
Recording 49.00 Surcharge 6.50

and maintenance requirements and restrictions in the interest of the future owners of Living Units within Bayberry - Phase I, to protect and preserve the values of Bayberry - Phase I.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Bayberry - Phase I shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of Bayberry - Phase I and which shall run with Bayberry - Phase I and shall be binding upon all persons having and/or acquiring any right, title or interest in Bayberry - Phase I or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Bayberry - Phase I or any portion thereof and Bayberry - Phase I shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Bayberry - Phase I shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Bayberry - Phase I and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Set Back and Roof Pitch Requirements. The minimum square footage requirements and the building set back and roof pitch requirements for all improvements and Lots in Bayberry - Phase I shall be as follows:

- a. The minimum square footage requirements for all Living Units, and the set back requirements are as follows:
 - i. Minimum Lot size - 7000 square feet.
 - ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 1,445 square feet.
 - iii. Living Unit set back requirement (as measured from the property lines):
 - (A) Front - 25 feet
 - (B) Side - 7.5 feet
 - (C) Rear - 10 feet
 - (D) Side yard on street side of corner Lot - 15 feet

The foregoing set back requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient, in their sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Bayberry - Phase I be constructed and developed for single family Living Units. In that regard, any residential construction and development within Bayberry - Phase I shall be in compliance with the following provisions:

a. Construction Plans. No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Bayberry - Phase I only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. Review Procedure for Plans. All Owners of any portion of Bayberry - Phase I which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. General Intent and Guidelines. The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they

are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Bayberry - Phase I or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Bayberry - Phase I, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Bayberry - Phase I. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Bayberry - Phase I, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Bayberry - Phase I. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Bayberry - Phase I to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Bayberry - Phase I.

d. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Bayberry - Phase I, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion.

may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

5. **Utilities.** Developer and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Protection relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Protection relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Bayberry - Phase I having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Bayberry - Phase I Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has ailed an application to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation facility, wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office. All Owners of Lots within Julington Creek Plantation (except those Lots which are specifically not included within the Community Development District boundary) including, without limitation, Bayberry - Phase I may be required to be a part of the Community Development District. By acceptance of a deed for a Lot in Bayberry - Phase I, the Owner thereof hereby consents to the creation of a Community Development District, including, without limitation, Bayberry - Phase I. This consent is a covenant running with the land and shall be in effect until a Community Development District is formed or three (3) years from the date hereof, whichever shall first occur. Upon the expiration of the three (3) year period, this covenant shall automatically expire if not Community Development District has been formed. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of a Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Bayberry - Phase I Lots, except in strict appliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Bayberry - Phase I, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Bayberry - Phase I Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the set back lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Bayberry - Phase I Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.
- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.
- d. No such vehicle shall be permitted anywhere within the yard of any Lot which is adjacent to a lake or to a golf course.

13. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 12, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without

limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Bayberry - Phase I, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Bayberry - Phase I, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Bayberry - Phase I. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Bayberry - Phase I and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Bayberry - Phase I.

35. **Violation or Breach.** In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

36. **Severability.** Invalidity of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Glen Marvin
Print Name GLEN MARVIN

Mary Ann Le Henry
Print Name MARY ANN LE HENRY

ATLANTIC GULF COMMUNITIES
CORPORATION

BY:

J. Thomas Gillette III
Its Vice President

(Corporate Seal)

whose address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2 day of June, 1995 by J. Thomas Gillette, III, the Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath.

Print Name _____
Notary Public, State of Florida
My Commission Expires: _____
Commission Number _____



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

JAX-104135

March 8, 1995

Prepared by and Return to
Linda Connor Kane
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

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SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.

(Maplewood Phase I)

TS THIS SUPPLEMENTAL DECLARATION is made this 9th day of March, 1995, by ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, authorized to do business in Florida, successor in interest to GENERAL DEVELOPMENT CORPORATION ("Developer").

R E C I T A L S:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37, as amended by St. Johns County Resolution No. 93-159 as recorded in P.U.D. Official Records Book E, page 579 of the public records of St. Johns County, Florida, as amended from time to time ("Development Order").

B. Developer has subjected certain property owned by it to the Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 5 through 10, 69 through 103, inclusive JULINGTON CREEK PLANTATION PARCEL 35, according to plat thereof recorded in Map Book 28 pages 88 - 96 of the public records of St. Johns County, Florida ("Maplewood-Phase I").

E. Developer desires to develop Maplewood-Phase I as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use

Recorded in Public Records, St. Johns County, FL
Clerk # 95006541 O.R. 1098 PG 1425 01:05PM 03-09-95
Recording 49.00 Surcharge 6.50

and maintenance requirements and restrictions in the interest of the future owners of Living Units within Maplewood-Phase I, to protect and preserve the values of Maplewood-Phase I.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Maplewood-Phase I shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of Maplewood-Phase I and which shall run with Maplewood-Phase I and shall be binding upon all persons having and/or acquiring any right, title or interest in Maplewood-Phase I or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Maplewood-Phase I or any portion thereof and Maplewood-Phase I shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Maplewood-Phase I shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Maplewood-Phase I and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Set Back and Roof Pitch Requirements. The minimum square footage requirements and the building set back and roof pitch requirements for all improvements and Lots in Maplewood-Phase I shall be as follows:

a. The minimum square footage requirements for all Living Units, and the set back requirements are as follows:

- i. Minimum Lot size - 7,000 square feet.
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 1800 square feet, excluding garages, patios, porches or other unheated or unairconditioned areas.
- iii. Living Unit set back requirement (as measured from the property lines):
 - (A) Front - 25 feet
 - (B) Side - 7.5 feet
 - (C) Rear - 10 feet
 - (D) Side yard on street side of corner Lot - 15 feet

The foregoing setback requirements may be waived by a written instrument executed by the Developer or ACC in the event that the Developer or ACC determine in their sole discretion that such waiver is necessary or convenient.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in the constructed and developed for single family Living Units. In that regard, any residential construction and development within Maplewood-Phase I shall be in compliance with the following provisions:

a. Construction Plans. No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Maplewood-Phase I only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. Review Procedure for Plans. All Owners of any portion of Maplewood-Phase I which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. General Intent and Guidelines. The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they

are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Maplewood-Phase I or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Maplewood-Phase I, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be deemed responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Maplewood-Phase I. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Maplewood-Phase I, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Maplewood-Phase I. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Maplewood-Phase I to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Maplewood-Phase I.

d. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Maplewood-Phase I, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion,

may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

g. Fencing Easement. Developer hereby reserves for itself and for the benefit of the Association a ten (10') foot easement over the southerly Ten Feet (10') of Lots 69 and 88 through 91 of Maplewood - Phase I for the installation and maintenance of a wooden fence. Any brick pilasters shall be maintained by the Association, and the wooden portion of the fence shall be maintained by the Owners of the Lot as provided in paragraph 33 hereof.

5. Utilities. Developer and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Maplewood-Phase I having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well the Owner agrees as follows:

- i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion

of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Maplewood-Phase I Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has filed an application to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office. All Owners of Lots within Julington Creek Plantation (except those Lots which are specifically not included within the Community Development District boundary) including, without limitation, Maplewood-Phase I may be required to be a part of the Community Development District. By acceptance of a deed for a Lot in Maplewood-Phase I, the Owner thereof hereby consents to the creation of a Community Development District, including, without limitation, Maplewood-Phase I. This consent is a covenant running with the land and shall be in effect until a Community Development District is formed or three (3) years from the date hereof, whichever shall first occur. Upon the expiration of the three (3) year period, this covenant shall automatically expire if not Community Development District has been formed. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of a Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Maplewood-Phase I Lots, except in strict appliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Maplewood-Phase I, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Maplewood-Phase I Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the set back lines set forth in paragraph 2 shall apply to the overall

building plot lines. Provided that no Living Unit within the Maplewood-Phase I Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Jullington Creek Plantation.

12. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.
- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.
- d. No such vehicle shall be permitted anywhere within the yard of any Lot which is adjacent to a lake or to the golf course.

13. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 12, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may

be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Maplewood-Phase I, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. (See also paragraph 32 hereof.)

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Maplewood-Phase I, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Maplewood-Phase I. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet

as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

With respect to any fencing within Maplewood-Phase I which is adjacent to Maplewood Drive, the owners of the Lots adjacent to Maplewood Drive within Maplewood-Phase I shall be responsible for the maintenance of any wooden component of such fencing and the Association shall maintain any brick component or any decorated fence post caps thereof. Provided, however, that if an Owner fails to maintain the wooden portion of the fence, the Association may, after giving ten (10) days written notice and the Owner's failure to cure, enter onto the Lot and perform such maintenance, the cost of which shall be reimbursed to the Association by way of a Special Assessment against the Owner and his Lot.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Maplewood-Phase I and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes and the wooded portion of the perimeter fence on his Lot adjacent to Maplewood Drive, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Maplewood-Phase I.

35. **Violation or Breach.** In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this

Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

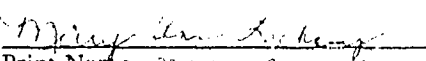
36. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

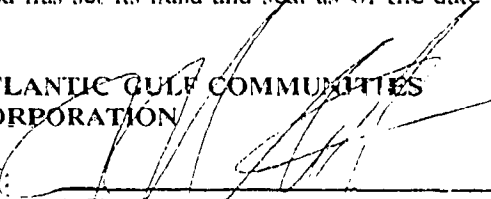
IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:


Print Name GLENN MARTIN


Print Name MARY ANN

**ATLANTIC GULF COMMUNITIES
CORPORATION**

BY: 
J. Thomas Gillette, III
Its Vice President

(Corporate Seal)

whose address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11 day of August, 1995 by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me.

Print Name _____
Notary Public, State of Florida
My Commission Expires: _____
Commission Number _____

JAX-104126.1



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

2 REC
9+1.50
JCC 3.00

Prepared by and Return to:
Linda Connor Kane
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND
RESTRICTIONS OF
JULINGTON CREEK PLANTATION
PROPERTY OWNERS'
ASSOCIATION, INC.

(Brook Hollow)

THIS FIRST AMENDMENT is made this 14th day of October, 1994, by ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation authorized to do business in the State of Florida, successor in interest to GENERAL DEVELOPMENT CORPORATION ("Developer").

RECITALS:

A. Developer subjected certain land owned by it to the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. (Brook Hollow), recorded in Official Records Book 1010, page 1062, of the public records of St. Johns County, Florida ("Supplemental Declaration").

B. The Supplemental Declaration subjects the land described therein to the specific terms contained in the Supplemental Declaration, as well as to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc., recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article VII, Section 1(a) of the Amended Declaration, Developer may amend any term of the Supplemental Declaration prior to Turnover of control of the Association. As of the date hereof, the Turnover of the Association has not occurred.

D. Developer desires to further amend the Supplemental Declaration on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Developer hereby amends the Supplemental Declaration as follows:

By: Atlantic Gulf Communities

Recorded in Public Records St. Johns County, FL
Clerk # 94034075 O.R. 1077 PG 1245 03:45PM 10-14-94
Recording 9.00 Surcharge 1.50

1. A new paragraph 12(d) is hereby added to paragraph 12 of the Supplemental Declaration, as follows:

"d. No such vehicle shall be permitted anywhere within the yard of any Lot which is adjacent to a lake or to the golf course."

2. Except as modified and amended herein, the terms and conditions of the Supplemental Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

James H. Hudson
Print Name JAMES H. HUDSON

Dona Lee Kemple
Print Name Dona Lee Kemple

ATLANTIC GULF COMMUNITIES
CORPORATION

BY: J. Thomas Gillette, III
Its Vice President

Whose address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 14th day of October, 1994, by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in the State of Florida, on behalf of the corporation. He is personally known to me or produced N/A as identification

Sharon Hudson
Print Name SHARON HUDSON
Notary Public, State of Florida
My Commission Expires: 12-11-95
Commission Number 16167357



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

JAX-126967

Prepared by and Return to:

Linda Connor Kane

Holland & Knight

50 North Laura Street, Suite 3900

Jacksonville, Florida 32202

Ref
3 Rec 1347
cc4

**FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATIONS TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND
RESTRICTIONS OF
JULINGTON CREEK PLANTATION
PROPERTY OWNERS'
ASSOCIATION, INC.**

(Oak Pointe - Phase I)
(Willow Pond - Phase I)
(Willow Pond - Phase II)
(Timber Trace - Phase I)
(Timber Trace - Phase II)
(Creekside - Phase I)

THIS FIRST AMENDMENT is made this 23rd day of September, 1994, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in the State of Florida, successor in interest to **GENERAL DEVELOPMENT CORPORATION** ("Developer").

RECITALS:

A. Developer subjected certain lands owned by it to the Supplemental Declarations to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc., recorded in the public records of St. Johns County, Florida, as more fully described in Exhibit "A" attached hereto and made a part hereof ("Supplemental Declarations").

B. Each such Supplemental Declaration subjects the land described therein to the specific terms contained in the Supplemental Declaration, as well as to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc., recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article VII, Section 1(a) of the Amended Declaration, Developer may amend any term of the Supplemental Declarations prior to Turnover of control of the Association. As of the date hereof, the Turnover of the Association has not occurred.

D. Developer desires to amend each of the Supplemental Declarations on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Developer hereby amends each of the Supplemental Declarations described in Exhibit "A" as follows:

1. A new paragraph 12(d) is hereby added to paragraph 12 of each of the Supplemental Declarations, as follows:

"d. No such vehicle shall be permitted anywhere within the yard of any Lot which is adjacent to a lake or to the golf course."

2. Except as modified and amended herein, the terms and conditions of the Supplemental Declarations remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Mary Ann Lockhart
Print Name MARY ANN LOCKHART
Glen Marun
Print Name GLEN MARUN

ATLANTIC GULF COMMUNITIES
CORPORATION

BY:

J. Thomas Gillette, III
Its Vice President

(Corporate Seal)

Whose address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23rd day of September, 1994, by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in the State of Florida, on behalf of the corporation. He is personally known to me or produced as identification

Sharon Hudson
Print Name SHARON HUDSON
Notary Public, State of Florida
My Commission Expires: 12-11-95
Commission Number 0017554



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

EXHIBIT "A"

Supplemental Declarations

1. Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owner's Association, Inc. (Oak Pointe) (Phase I), recorded in Official Records Book 1004, page 1858, of the public records of St. Johns County, Florida.
2. Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owner's Association, Inc. (Willow Pond) (Phase I), recorded in Official Records Book 1010, page 1074, of the public records of St. Johns County, Florida.
3. Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owner's Association, Inc. (Willow Pond) (Phase II), recorded in Official Records Book 1065, page 668, of the public records of St. Johns County, Florida.
4. Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owner's Association, Inc. (Timber Trace) (Phase I), recorded in Official Records Book 1004, page 1870, of the public records of St. Johns County, Florida.
5. Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owner's Association, Inc. (Timber Trace) (Phase I), recorded in Official Records Book 1021, page 573, of the public records of St. Johns County, Florida.
6. Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owner's Association, Inc. (Creeside) (Phase I), recorded in Official Records Book 1065, page 655, of the public records of St. Johns County, Florida.

JAX-123830

Prepared by and Return to:
Linda Connor Kane
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**SECOND AMENDMENT TO
SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND
RESTRICTIONS OF
JULINGTON CREEK PLANTATION
PROPERTY OWNERS'
ASSOCIATION, INC.**

(Oak Pointe)
(Phase II)

THIS SECOND AMENDMENT is made this 27th day of September, 1994, by ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation authorized to do business in the State of Florida, successor in interest to GENERAL DEVELOPMENT CORPORATION ("Developer").

R E C I T A L S:

A. Developer subjected certain land owned by it to the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. (Oak Pointe - Phase II), recorded in Official Records Book 1010, page 1086, as amended by First Amendment to Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc., recorded in Official Records Book 1067, page 556, all of the public records of St. Johns County, Florida ("Supplemental Declaration").

B. The Supplemental Declaration subjects the land described therein to the specific terms contained in the Supplemental Declaration, as well as to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc., recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article VII, Section 1(a) of the Amended Declaration, Developer may amend any term of the Supplemental Declaration prior to Turnover of control of the Association. As of the date hereof, the Turnover of the Association has not occurred.

D. Developer desires to further amend the Supplemental Declaration on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Developer hereby amends the Supplemental Declaration as follows:

1. A new paragraph 12(d) is hereby added to paragraph 12 of the Supplemental Declaration, as follows:

"d. No such vehicle shall be permitted anywhere within the yard of any Lot which is adjacent to a lake or to the golf course."

2. Except as modified and amended herein, the terms and conditions of the Supplemental Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Mary Ann Lockhart
Print Name MARY ANN LOCKHART
Allen Martin
Print Name ALLEN MARTIN

ATLANTIC GULF COMMUNITIES
CORPORATION

BY:

J. Thomas Gillette, III
Its Vice President

Whose address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 25th day of September, 1994, by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification

Sharon Hudson
Print Name SHARON HUDSON
Notary Public, State of Florida
My Commission Expires: 12-11-95
Commission Number 00107357



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

JAX-123823

July 29, 1994

Prepared by and Return to
Linda Connor Kane
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

3lec 13+2
cc 400

**FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

(Oak Pointe)
(Phase II)

THIS AMENDMENT is made this 5th day of August, 1994, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation, authorized to do business in Florida, ("Developer").

R E C I T A L S:

A. Developer subjected certain land owned by it to the Supplemental Declaration to Amended and Stated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. (Oak Pointe - Phase II) as recorded in Official Records Book 1010, page 1086 of the public records of St. Johns County, Florida ("Supplemental Declaration").

B. The Supplemental Declaration subjects the land described therein to the specific terms contained in the Supplemental Declaration as well as to the Amended and Restated Declaration of Covenants and Restriction recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article VII, Section 1(a) of the Amended Declaration, Developer may amend any term of the Supplemental Declaration prior to Turnover of control of the Association. As of the date hereof, the Turnover of the Association has not occurred.

D. Developer desires to amend the Supplemental Declaration on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby amends the Supplemental Declaration as follows:

1. A new paragraph 4(g) is hereby added to paragraph 4 of the Supplemental Declaration as follows:

Recorded in Public Records St. Johns County, FL
Clerk # 94026920 O.R. 1067 PG 556 03:16PM 08-08-94
Recording 13.00 Surcharge 2.00

"4.(g) Fencing Easement. Developer hereby reserves for itself, and for the benefit of the Association, a ten foot (10') easement over a portion of the northerly ten feet (10') of Lot 21, Block 10 and over the westerly ten feet (10') of Lots 17 through 20, Block 10 of Oak Pointe - Phase II for the installation and maintenance of a wooden fence. Any brick pilasters shall be maintained by the Association, and the wooden portion of the fence shall be maintained by the Owners of the Lot as provided in paragraph 33 hereof."

2. Paragraph 32 is hereby amended to add the following language as the second sub-paragraph of paragraph 32:

"With respect to any fencing within Oak Pointe - Phase II which is adjacent to State Road 13, the Owners of the Lots adjacent to State Road 13 within Oak Pointe - Phase II shall be responsible for the maintenance of any wooden component of such fencing and the Association shall maintain any brick component or any decorative fence post caps thereof. Provided, however, that if an Owner fails to maintain the wooden portion of the fence, the Association may, after giving ten (10) days written notice and the Owner's failure to cure, enter onto the Lot and perform such maintenance, the cost of which shall be reimbursed to the Association by way of a Special Assessment against the Owner and his Lot."

3. Paragraph 33 is hereby amended to read in its entirety as follows:

"No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Oak Pointe - Phase II and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, overgrown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes and the wooden portion of the perimeter fence on his Lot adjacent to State Road 13, in good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot."

4. Except as modified and amended herein, the terms and conditions of the Supplemental Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Mary Ann Lockamy
Print Name MARY ANN LOCKAMY
James H. Hudson
Print Name JAMES H. HUDSON

ATLANTIC GULF COMMUNITIES
CORPORATION

BY: J. Thomas Gillette, III
Its Vice President

whose address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 5th day of August, 1994 by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath.

Sharon Hudson
Print Name SHARON HUDSON
Notary Public, State of Florida
My Commission Expires: 12-11-95
Commission Number 00107354



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

July 22, 1994

Prepared by and Return to
Linda Connor Kane
Heiland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

14 Rec 57 + 7.50
CC 1500 ✓✓

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

(Willow Pond)
(Phase II)

THIS SUPPLEMENTAL DECLARATION is made this 25th day of JULY, 1994, by ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, authorized to do business in Florida, successor in interest to GENERAL DEVELOPMENT CORPORATION ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain Development Order No. 82-37 as amended in St. Johns County Resolution No. 93-159, as recorded in P.U.D. Official records Book E, page 579 of the public records of St. Johns County, Florida, as amended from time to time ("Development Order").

B. Developer has subjected certain property owned by it to the Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described in Exhibit A attached hereto and made a part hereof ["Willow Pond - Phase II"].

E. Developer desires to develop Willow Pond - Phase II as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Willow Pond - Phase II, to protect and preserve the values of Willow Pond - Phase II.

Recorded in Public Records St. Johns County, FL
Clerk # 94025387 O.R. 1065 PG 668 01:49PM 07-26-94
Recording 57.00 Surcharge 7.50

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Willow Pond - Phase II shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of Willow Pond - Phase I and which shall run with Willow Pond - Phase II and shall be binding upon all persons having and/or acquiring any right, title or interest in Willow Pond - Phase II or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Willow Pond - Phase II of any portion thereof and Willow Pond - Phase II shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Willow Pond - Phase II shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Willow Pond - Phase II and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Set Back and Roof Pitch Requirements. The minimum square footage requirements and the building set back and roof pitch requirements for all improvements and Lots in Willow Pond - Phase II shall be as follows:

a. The minimum square footage requirements for all Living Units, and the set back requirements are as follows:

- i. Minimum Lot size - 10,000 square feet.
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 2,000 square feet, except for Lots which front on the golf course or on the lake which shall contain 2,200 square feet, excluding garages, patios, porches or other unheated or unairconditioned areas.
- iii. Living Unit set back requirement (as measured from the property lines):
 - (A) Front - 35 feet for Lots 1 - 4, 22 - 29
 - (B) Front - 25 feet for Lots 5 through 21
 - (C) Side - 8 feet
 - (D) Rear - 10 feet
 - (E) Side Set back on Street Side of Corner Lots - 15 feet

The foregoing set back requirements may be waived by a written instrument executed by the Developer or the ACC, as the Developer or ACC deems necessary or convenient, in their respective sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit, Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Willow Pond - Phase II be constructed and developed for single family Living Units. In that regard, any residential construction and development within Willow Pond - Phase II shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Willow Pond - Phase II only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Willow Pond - Phase II which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they

are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Willow Pond - Phase II or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Willow Pond - Phase II, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Willow Pond - Phase II. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Willow Pond - Phase II, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Willow Pond - Phase II. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Golf Course Easements. Lots within any portion of Willow Pond - Phase II abutting or contiguous with the golf course are hereby subjected to a perpetual and non-exclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, Page 750 of the public records of St. Johns County, Florida) which is ten feet (10') in width as measured from the Lot boundaries abutting the golf course, for the purpose of allowing errant golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of the golf course facility. "Operating Hours" shall mean those hours of each day that the golf course facility is open for the play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

d. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Willow Pond - Phase II to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Willow Pond - Phase II.

e. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Willow Pond - Phase II, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

f. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

g. Fencing Easement. Developer hereby reserves for itself and for the benefit of the Association a Five foot (5') easement over the westerly Five feet (5') of Lots 1, 4, 5, 11 and 29, Willow Pond - Phase II for the installation and maintenance of a wooden fence. Any brick pilasters shall be maintained by the Association, and the wooden portion of the fence shall be maintained by the Owners of the Lot as provided in paragraph 33 hereof.

5. Utilities. Developer and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Willow Pond - Phase II having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.

ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Willow Pond - Phase I Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has filed an application to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, for construction of a recreational facility in Julington Creek Plantation and for ongoing maintenance of such recreational facility, wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office. All Owners of Lots within Julington Creek Plantation (except those Lots which are specifically not included within the Community Development District boundary) including, without limitation, Willow Pond - Phase II may be required to be a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of a Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Willow Pond - Phase II Lots, except in

strict appliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Willow Pond - Phase II, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Willow Pond - Phase II Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the set back lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Willow Pond - Phase II Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.
- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.

13. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 12, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Willow Pond - Phase II, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. (See also paragraph 32 hereof.)

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Willow Pond - Phase II, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the

Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Willow Pond - Phase II. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

With respect to any fencing within Willow Pond - Phase II which is adjacent to Dewberry Drive, the owners of the Lots adjacent to Dewberry Drive within Willow Pond - Phase II shall be responsible for the maintenance of any wooden component of such fencing and the Association shall maintain any brick component or any decorative fence post caps thereof. Provided, however, that if an Owner fails to maintain the wooden portion of the fence, the Association may, after giving ten (10) days written notice and the Owner's failure to cure, enter onto the Lot and perform such maintenance, the cost of which all be reimbursed to the Association by way of a Special Assessment against the Owner and his Lot.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Willow Pond - Phase II and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes and the wooded portion of the perimeter fence on his Lot adjacent to Dewberry Drive, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by

the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Willow Pond - Phase II.

35. **Violation or Breach.** In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

36. **Severability.** Invalidity of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Mary Ann Leland
Print Name MARY ANN LELAND

ELENA MARIN
Print Name ELENA MARIN

ATLANTIC GULF COMMUNITIES
CORPORATION

BY:

J. Thomas Gillette, III
Its Vice President

whose address is:

1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

(Corporate Seal)

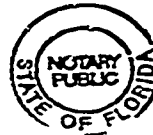
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STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 25th day of July, 1995 by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath.

Sharon Hudson
Print Name SHARON HUDSON
Notary Public, State of Florida
My Commission Expires: 12-11-95
Commission Number CC167357



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

CAPTION:

ALL OF TRACT "N" TOGETHER WITH A PART OF TRACTS "J" AND "L", JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 27 EAST OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "N", SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT "J", SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF DEWBERRY DRIVE, FORMERLY LOLLY LOOP (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH $19^{\circ}27'04''$ WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 117.99 FEET; THENCE NORTH $37^{\circ}32'56''$ EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 120.00 FEET; THENCE NORTH $55^{\circ}15'01''$ EAST, A DISTANCE OF 94.91 FEET; THENCE SOUTH $22^{\circ}59'20''$ WEST, A DISTANCE OF 65.54 FEET; THENCE NORTH $36^{\circ}14'53''$ EAST, A DISTANCE OF 61.37 FEET; THENCE NORTH $78^{\circ}43'10''$ EAST, A DISTANCE OF 38.20 FEET; THENCE SOUTH $75^{\circ}19'33''$ EAST, A DISTANCE OF 42.78 FEET; THENCE SOUTH $63^{\circ}37'10''$ EAST, A DISTANCE OF 149.74 FEET; THENCE NORTH $56^{\circ}14'45''$ EAST, A DISTANCE OF 211.29 FEET; THENCE NORTH $56^{\circ}51'46''$ EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHERLY PROJECTION OF AN EASTERLY LINE OF SAID TRACT "N", A DISTANCE OF 426.14 FEET; THENCE SOUTH $20^{\circ}09'04''$ EAST ALONG SAID NORTHERLY PROJECTION AND ALONG AN EASTERLY LINE OF SAID TRACT "N", A DISTANCE OF 119.60 FEET; THENCE SOUTH $23^{\circ}27'27''$ EAST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 142.65 FEET; THENCE SOUTH $04^{\circ}02'02''$ WEST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 147.15 FEET; THENCE SOUTH $45^{\circ}01'48''$ WEST ALONG A SOUTHERLY LINE OF SAID TRACT "N", A DISTANCE OF 444.29 FEET; THENCE SOUTH $49^{\circ}39'22''$ EAST ALONG AN EASTERLY LINE OF SAID TRACT "N", A DISTANCE OF 249.51 FEET; THENCE SOUTH $51^{\circ}40'58''$ WEST, A DISTANCE OF 301.11 FEET; THENCE SOUTH $66^{\circ}46'32''$ WEST, A DISTANCE OF 182.30 FEET; THENCE SOUTH $57^{\circ}21'52''$ WEST, A DISTANCE OF 120.77 FEET; THENCE SOUTH $42^{\circ}00'05''$ WEST, A DISTANCE OF 94.66 FEET; THENCE SOUTH $37^{\circ}41'53''$ WEST, A DISTANCE OF 102.05 FEET; THENCE SOUTH $50^{\circ}38'13''$ WEST, A DISTANCE OF 119.00 FEET; THENCE SOUTH $62^{\circ}38'29''$ WEST, A DISTANCE OF 62.38 FEET; THENCE SOUTH $43^{\circ}32'28''$ WEST, A DISTANCE OF 136.37 FEET; THENCE SOUTH $17^{\circ}54'11''$ WEST, A DISTANCE OF 71.20 FEET; THENCE SOUTH $42^{\circ}40'15''$ WEST, A DISTANCE OF 95.79 FEET; THENCE SOUTH $20^{\circ}30'24''$ WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEWBERRY DRIVE, A DISTANCE OF 155.71 FEET; THENCE NORTH $26^{\circ}20'15''$ WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 58.38 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 456.06 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID DEWBERRY DRIVE, AN ARC DISTANCE OF 433.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $00^{\circ}52'52''$ EAST AND A CHORD DISTANCE OF 417.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $28^{\circ}05'59''$ EAST, CONTINUING ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID DEWBERRY DRIVE, A DISTANCE OF 366.62 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 601.41 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEWBERRY DRIVE, AN ARC DISTANCE OF 499.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $04^{\circ}19'27''$ EAST AND A CHORD DISTANCE OF 484.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $19^{\circ}27'04''$ WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 22.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.49 ACRES MORE OR LESS.

7/15/94

Prepared by and Return to
Linda Connor Kane
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.**

(Creekside - (Phase I))

THIS SUPPLEMENTAL DECLARATION is made this 19th day of July, 1994, by ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, authorized to do business in Florida, successor in interest to GENERAL DEVELOPMENT CORPORATION ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37 as amended in St. Johns County Resolution No. 93-159 as recorded in P.U.D. Official Records Book E, page 579 of the public records of St. Johns County, Florida, as amended from time to time ("Development Order").

B. Developer has subjected certain property owned by it to the Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described in Exhibit A attached hereto and made a part hereof ["Creekside - Phase I"].

E. Developer desires to develop Creekside - Phase I as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Creekside - Phase I, to protect and preserve the property values of Creekside - Phase I.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Creekside - Phase I shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions,

Recorded in Public Records, St. Johns County, FL
Clerk # 94025386 O.R. 1065 PG 655 01:49PM 07-26-94
Recording 53.00 Surcharge 7.00

restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of Creekside - Phase I and which shall run with Creekside - Phase I and shall be binding upon all persons having and/or acquiring any right, title or interest in Creekside - Phase I or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Creekside - Phase I of any portion thereof and Creekside - Phase I shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Creekside - Phase I shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Creekside - Phase I and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Set Back and Roof Pitch Requirements. The minimum square footage requirements and the building set back and roof pitch requirements for all improvements and Lots in Creekside - Phase I shall be as follows:

a. The minimum square footage requirements for all Living Units, and the set back requirements are as follows:

- i. Minimum Lot size - 10,000 square feet.
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas
 - (A) On interior Lots - 1800 square feet
 - (B) On lake or wetland Lots - 2000 square Feet
- iii. Living Unit set back requirement (as measured from the property lines):
 - (A) Front - 25 feet
 - (B) Side - 8 feet
 - (C) Rear - 10 feet
 - (D) Side Yard on Street Side of Corner Lots - 15 feet

The foregoing set back requirements may be waived by a written instrument executed by the Developer or the ACC as the Developer or ACC deems necessary or convenient, in their respective sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit, Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Creekside - Phase I be constructed and developed for single family Living Units. In that regard, any residential construction and development within Creekside - Phase I shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Creekside - Phase I only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Creekside - Phase I which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document. In connection with such review, the ACC shall be entitled to charge a fee for review of the Plan.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend,

such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Creekside - Phase I or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Creekside - Phase I, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Creekside - Phase I. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may be reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or

interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Creekside - Phase I, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Creekside - Phase I. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Creekside - Phase I to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Creekside - Phase I.

d. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Creekside - Phase I, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

f. Vegetative Buffer. There is a natural vegetative buffer easement extending twenty five feet (25') in width located over the rear and side of some of the Lots as depicted on the plat of Creekside - Phase I ("Stormwater Buffer"). This buffer is a part of the Stormwater Management System permitted by the St. Johns River Water Management District ("SJRWMD"). The purpose of this Stormwater Buffer is to detain and treat stormwater runoff from the Lots prior to drainage into the wetlands. No Owner may fill, dredge, plant sod, excavate, remove vegetation or irrigate the land within the Stormwater Buffer, which shall be maintained in a natural state. The installation of fencing will be permitted provided that the bottom of the fence is above the ground surface such that it will permit stormwater runoff to drain under the fence.

In the event that the permit or rules and regulations of SJRWMD are modified, the use of the Stormwater Buffer shall be subject thereto. In the event that any Owner of a Lot containing a part of the Stormwater Buffer violates the terms and conditions hereof, the terms and conditions of the SJRWMD Permit or the rules and regulations of the SJRWMD, then the Owner of such Lot shall be responsible for any and all remediation required by the SJRWMD and shall indemnify and hold Developer, the Association, and all other Owners harmless from any and all costs, losses, liabilities, including costs and attorneys fees, at trial, on appeal, in bankruptcy or in post-judgment collection arising from or in connection with the violation of the terms and conditions hereof.

5. Utilities. Developer and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Protection relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Protection relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Creekside - Phase I having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- i The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Creekside - Phase I Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has filed an application to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, for construction of a recreational facility in Julington Creek Plantation and for ongoing maintenance of such recreational facility, wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office. All Owners of Lots within Julington Creek Plantation (except those Lots which are specifically not included within the Community Development District boundary) including, without limitation, Creekside - Phase I shall be required to be a part of the Community Development District. By acceptance of a deed for a Lot in Creekside - Phase I the Owner thereof hereby consents to the creation of a Community Development District, including, without limitation, Creekside - Phase I. This consent is a covenant running with the land and shall be in effect until a Community Development District is formed or three (3) years from the date hereof whichever shall first occur. Upon the expiration of the three year period this covenant shall automatically expire if no Community Development District has been formed. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of a Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Creekside - Phase I Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials

or substances for ordinary household use may be stored or used on Creekside - Phase I, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Creekside - Phase I Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the set back lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Creekside - Phase I Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Prohibited Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.
- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.

13. **Motor Vehicles and Parking.** No vehicles except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot or as specifically permitted in paragraph 12. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives

except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which is originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Creekside - Phase I, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of

way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Paragraph 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. (See also Paragraph 32 hereof.)

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Creekside - Phase I, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Creekside - Phase I. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Creekside - Phase I and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Creekside - Phase I.

35. **Violation or Breach.** In the event of a violation of breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a

trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

36. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy or in post-judgment collection.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Mary Ann McGeates
Print Name MARY ANN MCGEATES

Dorothy Lee Temple
Print Name DOROTHY LEE TEMPLE

ATLANTIC GULF COMMUNITIES
CORPORATION

BY:

J. Thomas Gillette, III
Its Vice President

whose address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 17th day of July, 1994 by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath.

Sharon Hudson
Print Name SHARON HUDSON
Notary Public, State of Florida
My Commission Expires: 12-11-95
Commission Number CC 167354



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

EXHIBIT A

portion of Sections 54 and 32, Township 4 South, Range 27 East,
St. Johns County, Florida being more particularly described as follows:

Commence at the intersection of the Easterly right-of-way line of State Road 13 (a 100' right-of-way) with the Southerly right-of-way line of Davis Pond Boulevard (a 200' right-of-way), as shown on the Plat of Julington Creek Unit One, in Map Book 16, Pages 35 through 51, of the Public Records of St. Johns County, Florida; thence South 85° 08' 13" East, along said Southerly right-of-way line, 199.26 feet to a point of curvature of a curve concave Northerly, having a radius of 2300.00 feet and a central angle of 29° 55' 50"; thence Northeasterly along the arc and said Southerly right-of-way line, 1201.49 feet to a point of tangency, said curve being subtended by a chord bearing and distance of North 79° 53' 52" East, 1187.87 feet; thence North 64° 55' 57" East, along said Southerly right-of-way line, 601.48 feet to the Point of Beginning; thence continue North 64° 55' 57" East, along said Southerly right-of-way line, 98.77 feet to a point of curvature of a curve concave Southerly, having a radius of 2100.01 feet and a central angle of 00° 02' 03"; thence Northeasterly along the arc of said curve and along said Southerly right-of-way line, 1.25 feet to a non-tangent intersection with a curve concave Easterly, having a radius of 25.00 feet and a central angle of 90° 02' 03", said curve being subtended by a chord bearing and distance of North 64° 56' 58" East, 1.25 feet; thence along the arc of said curve and departing said Southerly right-of-way line, 39.28 feet to a point of tangency, said arc being subtended by a chord bearing and distance of South 19° 56' 58" West, 35.37 feet; thence South 25° 04' 03" East, 466.28 feet to a point of curvature of a curve concave Westerly, having a radius of 200.00 feet and a central angle of 41° 06' 12"; thence Southeasterly along the arc of said curve, 143.48 feet to a point of tangency, said arc being subtended by a chord bearing and distance of South 04° 30' 57" East, 140.42 feet; thence South 16° 02' 09" West, 110.11 feet; thence North 70° 22' 32" East, 120.63 feet; thence South 22° 10' 00" East, 112.38 feet; thence South 25° 37' 02" East, 89.15 feet; thence South 29° 01' 17" East, 89.15 feet; thence South 32° 25' 02" East, 89.15 feet; thence South 35° 49' 47" East, 89.15 feet; thence South 39° 14' 02" East, 89.15 feet; thence South 42° 38' 17" East, 89.15 feet; thence South 46° 02' 33" East, 89.15 feet; thence South 49° 26' 48" East, 89.15 feet; thence South 52° 51' 03" East, 89.15 feet; thence South 56° 15' 18" East, 89.15 feet; thence South 59° 49' 35" East, 138.19 feet; thence South 67° 23' 09" East, 43.31 feet; thence South 00° 56' 17" West, 150.09 feet; thence North 89° 03' 43" West, 269.78 feet; thence South 79° 35' 24" West, 539.57 feet; thence South 88° 44' 14" West, 522.30 feet; thence South 86° 53' 20" West, 306.37 feet; thence North 84° 24' 31" West, 193.69 feet; thence South 84° 19' 54" West, 251.83 feet; thence North 71° 08' 42" West, 400.42 feet; thence North 24° 11' 45" East, 231.97 feet; thence North 48° 02' 01" East, 194.93 feet; thence North 53° 47' 29" East, 154.39 feet; thence North 47° 34' 55" East, 471.76 feet; thence North 51° 36' 05" East, 538.19 feet; thence North 54° 17' 25" East, 413.34 feet; thence North 25° 04' 03" West, 310.61 feet to a point of curvature of a curve concave Southwesterly, having a radius of 25.00 feet and a central angle of 90° 00' 00"; thence Northwesterly along the arc of said curve, 39.27 feet to an intersection with the aforementioned South right-of-way line of Davis Pond Boulevard and the Point of Beginning, said arc being subtended by a chord bearing and distance of North 70° 04' 03" West, 35.36 feet to the Point of Beginning.

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CONSENT AND JOINDER
TO SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION OWNERS' ASSOCIATION, INC.
(Oak Pointe - Phase II)

The undersigned is the holder of that certain Mortgage and Security Agreement recorded in Official Records Book 933, page 30 and Subordinate Mortgage and Security Agreement recorded in Official Records Book 933, page 601 both in the public records of St. Johns County, Florida, and is the Secured party under that certain UCC-1 Financing Statement recorded in Official Records Book 933, page 323, as amended in UCC-3 Statement of Change recorded in Official Records Book 950, page 207 and that certain UCC-1 Financing Statement recorded in Official Records Book 933, page 894 as amended by UCC-Statement of Change recorded in Official Records Book 950, page 213 in the public records of St. Johns County, Florida, all of the foregoing encumber the lands described in the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Oak Pointe - Phase II) recorded in Official Records Book 1010, Page 1086 of the public records of St. Johns County, Florida ("Supplemental Declaration"), and hereby joins in and consents to the recording of the Supplemental Declaration made by Atlantic Gulf Communities Corporation; provided, however, that nothing herein shall be construed as a consent to the creation of the Community Development District referenced in Paragraph 7 of the Supplemental Declaration, or the resubdivision or replot of one or more Oak Pointe - Phase II Lots referenced in Paragraph 10 of the Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned set its hand and seal on this 28th day of October, 1993.

Signed, sealed and delivered
in the presence of

CHEMICAL BANK, a New York banking corporation, successor by merger with Manufacturers Hanover Trust Company ("Chemical"), as Agent for the Banks who are parties to, and as defined in, the Working Capital and Term Loan Agreement, dated as of the 31st day of March, 1992, executed by and among Chemical, the Banks (as defined therein), and Atlantic Gulf Communities Corporation, a Delaware corporation, formerly known as General Development Corporation, as amended from time to time.

RETURN TO:
LINDA CONNOR KANE
HOLLAND & KNIGHT,
50 N. LAURA STREET
SUITE 3900
JACKSONVILLE, FLORIDA 32202

Linda Connor Kane
Print Name: Linda Connor Kane

Norma Oakley
Print Name: NORMA OAKLEY

By:

P. Daniele
Print Name: P. DANIELO
Its Vice President

(Corporate Seal)

Whose Address is:
270 Park Avenue
New York, New York 10017

7/19/93

500
61718

Signed, sealed and delivered
in the presence of

CHEMICAL BANK, a New York banking corporation, successor by merger with Manufacturers Hanover Trust Company ("Chemical"), as Agent for the Banks who are parties to, and as defined in, the Secured Floating Rate Note Agreement, dated as of the 31st day of March, 1992, executed by and among Chemical, the Banks (as defined therein), and Atlantic Gulf Communities Corporation, a Delaware corporation, formerly known as General Development Corporation, as amended from time to time.

A. Anthony P. Lee
Print Name: A. Anthony P. Lee

Norma Oakley
Print Name: NORMA OAKLEY

By:

P. J. Daniels
Print Name: P. J. Daniels
Its Vice President

(Corporate Seal)

Whose Address is:
270 Park Avenue
New York, New York 10017

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 28th day of October, 1993, by PATRICIA A. DANIELLS, the Vice President of Chemical Bank, a corporation organized under the laws of New York, on behalf of the corporation, as Agent for the Banks who are parties to, and as defined in, the Working Capital and Term Loan Agreement dated as of the 31st day of March, 1992, executed by Chemical, the Banks (as defined therein), and Atlantic Gulf Communities Corporation, a Delaware corporation, formerly known as General Development Corporation, as amended from time to time, who is personally known to me or who produced _____ as identification.

Dorothy E. Dennehy
Print Name: DOROTHY E. DENNEHY
Notary State of Florida N.Y.
My Commission Expires: 6/5/95
Commission Number: 41-4952009

DOROTHY E. DENNEHY
Notary Public, State of New York
No. 41-4952009
Qualified in Queens County
Certificate filed in New York County
Commission Expires June 5, 1995

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 28th day of October, 1993, by PATRICK A. DAVIELLO, the Vice President of Chemical Bank, a corporation organized under the laws of New York, on behalf of the corporation, as Agent for the Banks who are parties to, and as defined in, the Secured Floating Rate Note Agreement dated as of the 31st day of March, 1992, executed by Chemical, the Banks (as defined therein), and Atlantic Gulf Communities Corporation, a Delaware corporation, formerly known as General Development Corporation, as amended from time to time, who is personally known to me or who produced _____ as identification.

DOROTHY E. DENNEHY
Notary Public, State of New York
No. 41-4352009
Qualified in Queens County
Certificate filed in New York County
Commission Expires June 5, 1995

Dorothy E. Dennehy
Print Name DOROTHY E. DENNEHY
Notary State of Florida NY
My Commission Expires: 6/5/95
Commission Number: 41-4952009

T0197011

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CONSENT AND JOINDER
TO SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION OWNERS' ASSOCIATION, INC.
(Willow Pond - Phase I)

The undersigned is the holder of that certain Mortgage and Security Agreement recorded in Official Records Book 933, page 30 and Subordinate Mortgage and Security Agreement recorded in Official Records Book 933, page 601 both in the public records of St. Johns County, Florida, and is the Secured party under that certain UCC-1 Financing Statement recorded in Official Records Book 933, page 323, as amended in UCC-3 Statement of Change recorded in Official Records Book 950, page 207 and that certain UCC-1 Financing Statement recorded in Official Records Book 933, page 894 as amended by UCC-Statement of Change recorded in Official Records Book 950, page 213 in the public records of St. Johns County, Florida, all of the foregoing encumber the lands described in the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Willow Pond - Phase I) recorded in Official Records Book 1010, Page 1579 of the public records of St. Johns County, Florida ("Supplemental Declaration"), and hereby joins in and consents to the recording of the Supplemental Declaration made by Atlantic Gulf Communities Corporation; provided, however, that nothing herein shall be construed as a consent to the creation of the Community Development District referenced in Paragraph 7 of the Supplemental Declaration, or the resubdivision or replat of one or more Willow Pond - Phase I Lots referenced in Paragraph 10 of the Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned set its hand and seal on this 26th day of October, 1993.

Signed, sealed and delivered
in the presence of

CHEMICAL BANK, a New York banking corporation, successor by merger with Manufacturers Hanover Trust Company ("Chemical"), as Agent for the Banks who are parties to, and as defined in, the Working Capital and Term Loan Agreement, dated as of the 31st day of March, 1992, executed by and among Chemical, the Banks (as defined therein), and Atlantic Gulf Communities Corporation, a Delaware corporation, formerly known as General Development Corporation, as amended from time to time.

RETURN TO:
LINDA CONNOR KANE
HOLLAND & KNIGHT
50 N. LAURA STREET
SUITE 3000
JACKSONVILLE, FLORIDA 32202

Norma Oakley
Print Name: NORMA OAKLEY

By:

P. Daniele
Print Name: P. DANIELE
Its Vice President

(Corporate Seal)

Whose Address is:
270 Park Avenue
New York, New York 10017

15:00
61718

7/9/93

Signed, sealed and delivered
in the presence of

CHEMICAL BANK, a New York banking corporation,
successor by merger with Manufacturers Hanover Trust
Company ("Chemical"), as Agent for the Banks who are
parties to, and as defined in, the Secured Floating Rate Note
Agreement, dated as of the 31st day of March, 1992, executed
by and among Chemical, the Banks (as defined therein), and
Atlantic Gulf Communities Corporation, a Delaware
corporation, formerly known as General Development
Corporation, as amended from time to time.

Patricia A. Danella
Print Name: P. DANIELLA
Norma Oakley
Print Name: NORMA OAKLEY

By: P. Danella
Print Name: P. DANIELLA
Is Vice President

(Corporate Seal)

Whose Address is:
270 Park Avenue
New York, New York 10017

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 28th day of October, 1993, by
PATRICK A. DANIELLA the Vice President of Chemical Bank, a corporation organized under the
laws of New York, on behalf of the corporation, as Agent for the Banks who are parties to, and as defined in, the
Working Capital and Term Loan Agreement dated as of the 31st day of March, 1992, executed by Chemical, the
Banks (as defined therein), and Atlantic Gulf Communities Corporation, a Delaware corporation, formerly known
as General Development Corporation, as amended from time to time, who is personally known to me or who
produced _____ as identification.

Dorothy E. Denney
Print Name DOROTHY E. DENNEY
Notary State of Florida NY
My Commission Expires: 6/5/95
Commission Number: 41-4952009

DOROTHY E. DENNEY
Notary Public, State of New York
No. 41-4952009
Qualified in Queens County
Certificate filed in New York County
Commission Expires June 5, 1995

1/10/93

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 28th day of October, 1993, by PATRICK A. DANIELLO, the Vice President of Chemical Bank, a corporation organized under the laws of New York, on behalf of the corporation, as Agent for the Banks who are parties to, and as defined in, the Secured Floating Rate Note Agreement dated as of the 31st day of March, 1992, executed by Chemical. the Banks (as defined therein), and Atlantic Gulf Communities Corporation, a Delaware corporation, formerly known as General Development Corporation, as amended from time to time, who is personally known to me or who produced _____ as identification.

DOROTHY E. DENNEHY
Notary Public, State of New York
No. 41-4952009
Qualified in Queens County
Certificate filed in New York County
Commission Expires June 5, 1995

Dorothy E. Dennehy
Print Name DOROTHY E. DENNEHY
Notary State of Florida N. Y.
My Commission Expires 6/5/95
Commission Number: 41-4952009

TIN9712.1

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CONSENT AND JOINDER
TO SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION OWNERS' ASSOCIATION, INC.
(Brook Hollow)

The undersigned is the holder of that certain Mortgage and Security Agreement recorded in Official Records Book 933, page 30 and Subordinate Mortgage and Security Agreement recorded in Official Records Book 933, page 601 both in the public records of St. Johns County, Florida, and is the Secured party under that certain UCC-1 Financing Statement recorded in Official Records Book 933, page 323, as amended in UCC-3 Statement of Change recorded in Official Records Book 950, page 207 and that certain UCC-1 Financing Statement recorded in Official Records Book 933, page 894 as amended by UCC-Statement of Change recorded in Official Records Book 950, page 213 in the public records of St. Johns County, Florida, all of the foregoing encumber the lands described in the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Brook Hollow) recorded in Official Records Book 1010, Page 1062 of the public records of St. Johns County, Florida ("Supplemental Declaration"), and hereby joins in and consents to the recording of the Supplemental Declaration made by Atlantic Gulf Communities Corporation; provided, however, that nothing herein shall be construed as a consent to the creation of the Community Development District referenced in Paragraph 7 of the Supplemental Declaration, or the resubdivision or replat of one or more Brook Hollow Lots referenced in Paragraph 10 of the Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned set its hand and seal on this 28th day of October, 1993.

Signed, sealed and delivered
in the presence of

RETURN TO:
LINDA CONNOR KANE
HOLLAND & KNIGHT
50 N. LAURA STREET
SUITE 3900
JACKSONVILLE, FLORIDA 32202

CHEMICAL BANK, a New York banking corporation, successor by merger with Manufacturers Hanover Trust Company ("Chemical"), as Agent for the Banks who are parties to, and as defined in, the Working Capital and Term Loan Agreement, dated as of the 31st day of March, 1992, executed by and among Chemical, the Banks (as defined therein), and Atlantic Gulf Communities Corporation, a Delaware corporation, formerly known as General Development Corporation, as amended from time to time.

Norma Oakley
Print Name: NORMA OAKLEY

By: P. Danieles
Print Name: P. DANIELES
Its Vice President

(Corporate Seal)

Whose Address is:
270 Park Avenue
New York, New York 10017

15.00
6.1718

TR91712.1

Signed, sealed and delivered
in the presence of

CHEMICAL BANK, a New York banking corporation, successor by merger with Manufacturers Hanover Trust Company ("Chemical"), as Agent for the Banks who are parties to, and as defined in, the Secured Floating Rate Note Agreement, dated as of the 31st day of March, 1992, executed by and among Chemical, the Banks (as defined therein), and Atlantic Gulf Communities Corporation, a Delaware corporation, formerly known as General Development Corporation, as amended from time to time.

Norma Oakley
Print Name: NORMA OAKLEY

By:

P. Daniel
Print Name: P. DANIEL
Its Vice President

(Corporate Seal)

Whose Address is:
270 Park Avenue
New York, New York 10017

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 28th day of October, 1993, by PATRICK A. DANIELLO, the Vice President of Chemical Bank, a corporation organized under the laws of New York, on behalf of the corporation, as Agent for the Banks who are parties to, and as defined in, the Working Capital and Term Loan Agreement dated as of the 31st day of March, 1992, executed by Chemical, the Banks (as defined therein), and Atlantic Gulf Communities Corporation, a Delaware corporation, formerly known as General Development Corporation, as amended from time to time, who is personally known to me or who produced _____ as identification.

Dorothy E. Denney
Print Name Dorothy E. DENNEY
Notary State of Florida N.Y.
My Commission Expires: 6/5/95
Commission Number: 41-4952009

DOROTHY E. DENNEY
Notary Public, State of New York
No. 41-4952009
Qualified in Queens County
Certificate filed in New York County
Commission Expires June 5, 1995

1097281

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 28th day of October, 1993, by PATRICK A. DANIELLO, the Vice President of Chemical Bank, a corporation organized under the laws of New York, on behalf of the corporation, as Agent for the Banks who are parties to, and as defined in, the Secured Floating Rate Note Agreement dated as of the 31st day of March, 1992, executed by Chemical, the Banks (as defined therein), and Atlantic Gulf Communities Corporation, a Delaware corporation, formerly known as General Development Corporation, as amended from time to time, who is personally known to me or who produced _____ as identification.

DOROTHY E. DENNEY
Notary Public, State of New York
No. 41-4952009
Qualified in Queens County
Certificate filed in New York County
Commission Expires June 5, 1995

Dorothy E. Denney
Print Name DOROTHY E. DENNEY
Notary State of Florida NY
My Commission Expires 6/5/95
Commission Number: 41-4952009

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CONSENT AND JOINDER
TO SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION OWNERS' ASSOCIATION, INC.
(Timber Trace - Phase I)

The undersigned is the holder of that certain Mortgage and Security Agreement recorded in Official Records Book 933, page 30 and Subordinate Mortgage and Security Agreement recorded in Official Records Book 933, page 601 both in the public records of St. Johns County, Florida, and is the Secured party under that certain UCC-1 Financing Statement recorded in Official Records Book 933, page 323, as amended in UCC-3 Statement of Change recorded in Official Records Book 950, page 207 and that certain UCC-1 Financing Statement recorded in Official Records Book 933, page 894 as amended by UCC-Statement of Change recorded in Official Records Book 950, page 213 in the public records of St. Johns County, Florida, all of the foregoing encumber the lands described in the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Timber Trace - Phase I) recorded in Official Records Book 904, Page 170 of the public records of St. Johns County, Florida ("Supplemental Declaration"), and hereby joins in and consents to the recording of the Supplemental Declaration made by Atlantic Gulf Communities Corporation; provided, however, that nothing herein shall be construed as a consent to the creation of the Community Development District referenced in Paragraph 7 of the Supplemental Declaration, or the resubdivision or replat of one or more Timber Trace Lots referenced in Paragraph 10 of the Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned set its hand and seal on this 28th day of October, 1993.

Signed, sealed and delivered
in the presence of

RETURN TO:
LINDA CONNOR KANE
HOLLAND & KNIGHT
50 N. LAURA STREET
SUITE 3900
JACKSONVILLE, FLORIDA 32202

CHEMICAL BANK, a New York banking corporation, successor by merger with Manufacturers Hanover Trust Company ("Chemical"), as Agent for the Banks who are parties to, and as defined in, the Working Capital and Term Loan Agreement, dated as of the 31st day of March, 1992, executed by and among Chemical, the Banks (as defined therein), and Atlantic Gulf Communities Corporation, a Delaware corporation, formerly known as General Development Corporation, as amended from time to time.

A. Antonelli
Print Name: A. Antonelli

Norma Oakley
Print Name: NORMA OAKLEY

By: *P. Danelli*
Print Name: P. DANIELLO
Its VIC President

(Corporate Seal)

Whose Address is:
270 Park Avenue
New York, New York 10017

15-00
61718

TIN718.1

Signed, sealed and delivered
in the presence of

CHEMICAL BANK, a New York banking corporation, successor by merger with Manufacturers Hanover Trust Company ("Chemical"), as Agent for the Banks who are parties to, and as defined in, the Secured Floating Rate Note Agreement, dated as of the 31st day of March, 1992, executed by and among Chemical, the Banks (as defined therein), and Atlantic Gulf Communities Corporation, a Delaware corporation, formerly known as General Development Corporation, as amended from time to time.

A. Antomietto, Jr.
Print Name: A. Antomietto, Jr.
Norma Oakley
Print Name: NORMA OAKLEY

By:

P. Danelli
Print Name: P. DANIELLO
Its Vice President

(Corporate Seal)

Whose Address is:
270 Park Avenue
New York, New York 10017

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 28th day of October, 1993, by PATRICK A. DANIELLO, the Vice President of Chemical Bank, a corporation organized under the laws of New York, on behalf of the corporation, as Agent for the Banks who are parties to, and as defined in, the Working Capital and Term Loan Agreement dated as of the 31st day of March, 1992, executed by Chemical, the Banks (as defined therein), and Atlantic Gulf Communities Corporation, a Delaware corporation, formerly known as General Development Corporation, as amended from time to time, who is personally known to me or who produced _____ as identification.

Dorothy E. Dennehy
Print Name DOROTHY E. DENNEHY
Notary State of Florida NY
My Commission Expires: 6/5/93
Commission Number: 41-4952009

DOROTHY E. DENNEHY
Notary Public, State of New York
No. 41-4952009
Qualified in Queens County
Certificate filed in New York County
Commission Expires June 5, 1995

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STATE OF NEW YORK
COUNTY OF NEW YORK

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DOROTHY E. DENNEY
Notary Public, State of New York
No. 41-4952009
Qualified in Queens County
Certificates filed in New York County
Commission Expires June 5, 1995

Dorothy E. Denney
Print Name DOROTHY E. DENNEY
Notary State of Florida N.Y.
My Commission Expires: 6/5/95
Commission Number: 41-4952009

T897781

D. Cannizzaro
Prepared by and Return to
Linda Connor Kane

Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

13 Rec 5347

11-18-93

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION OWNERS' ASSOCIATION, INC.**

(SummerChase)

THIS SUPPLEMENTAL DECLARATION is made this 9th day of November 1993, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation, authorized to do business in Florida, successor in interest to **GENERAL DEVELOPMENT CORPORATION** ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain Development Order No. 82-37 as amended from time to time ("Julington Creek Plantation").

B. Developer has subjected certain property owned by it to the Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described in Exhibit A attached hereto and made a part hereof (SummerChase). Contemporaneously herewith, Developer will convey SummerChase to SummerChase Joint Venture ("SCJV") and pursuant to Section I(1)(g) of the Declaration, Developer may assign all or part of its rights as Developer to an Owner of Property subject to the Declaration.

E. Developer desires to cause SCJV to develop SummerChase as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within SummerChase, to protect and preserve the values of SummerChase.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that SummerChase shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all

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of which are created in the best interests of the Owners and residents of SummerChase and which shall run with SummerChase and shall be binding upon all persons having and/or acquiring any right, title or interest in SummerChase or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in SummerChase or any portion thereof and SummerChase shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

Developer hereby partially assigns to SCJV, its permitted successors and assigns, the rights of Developer with respect to SummerChase as specifically set forth herein.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within SummerChase shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of SummerChase and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Set Back and Roof Pitch Requirements. The minimum square footage requirements for Lots and the building set back for Lots for all improvements and Lots in SummerChase shall be set forth in the final development plan approved by St. Johns County, Florida. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit, roof pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC. The minimum square footage contained within a Living Unit, excluding garages, patios, porches or other unheated, unairconditioned areas is 900 square feet, excluding garages, patios or other unheated or unairconditioned areas.

3. Approval of Plans. It is the intention of the parties that a portion of the land contained in SummerChase be constructed and developed for single family Living Units. In that regard, any residential construction and development within SummerChase shall be in compliance with the following provisions:

a. Construction Plans. No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval.

if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon SummerChase only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. Review Procedure for Plans. All Owners of any portion of SummerChase which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document. ACC may, in its sole discretion, waive any of the Guidelines as it deems necessary or convenient to promote the proper development of the Property.

c. General Intent and Guidelines. The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC, Developer or SCJV. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association"), SCJV nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of SummerChase or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of

SummerChase, by acquiring title to same, agrees not to seek damages from the Developer, SCJV, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer, SCJV nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, SCJV, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, SCJV, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within SummerChase. Provided however, nothing herein shall be deemed to prohibit Developer or SCJV from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of SummerChase, Developer or SCJV each, respectively reserve the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within SummerChase. The foregoing described utility easement areas whether dedicated, granted or reserved.

shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Golf Course Easements. Lots within any portion of SummerChase abutting or contiguous with the golf course are hereby subjected to a perpetual and non-exclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, Page 750 of the public records of St. Johns County, Florida) which is ten feet (10') in width as measured from the Lot boundaries abutting the golf course, for the purpose of allowing errant golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of the golf course facility. "Operating Hours" shall mean those hours of each day that the golf course facility is open for the play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

d. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer and/or SCJV each respectively reserve a blanket easement on, over and under the land within SummerChase to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's or SCJV's exercise of this easement shall not materially and adversely affect any improvements on SummerChase.

e. Easement for Unintentional Encroachment. The Developer and/or SCJV each respectively hereby reserve an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of SummerChase, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

f. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

5. Utilities. General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and SCJV and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation

relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between SCJV and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of SummerChase having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District** Notice is hereby given that the SummerChase Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District** The Developer has reserved the right, but not the obligation, to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure, recreational facilities and off site improvements for Julington Creek Plantation and for ongoing maintenance of wetlands, conservation areas, lakes, drainage systems and any recreational facilities, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office. All Owners of Lots within Julington Creek Plantation (except those Lots which are specifically not included within the Community Development District boundary) including, without limitation, SummerChase will be required to be a part of the Community Development District, if it is created. By acceptance of a deed to a Lot or Living Unit, an Owner shall be deemed to have consented to the creation of a Community Development District, including such Lot or Living Unit. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of a Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the SummerChase Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on SummerChase, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** SCJV reserves the right to resubdivide or replat one or more SummerChase Lots for any purpose whatsoever, including as a right of way for road purposes and easements subject to ACC approval. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the set back lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the SummerChase Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, SCJV, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.

- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.

13. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 12, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the SCJV or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of

intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** SCJV shall be permitted to "clearcut" the trees lying behind the front building restriction line to the rear depth of the building pad and to remove all trees in the driveway and walkway areas from driveways to front Living Unit Entry. No other trees measuring four inches (4") or more in diameter at a point which three feet (3") above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in SummerChase, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or SCJV or any designee of the Developer during the period of time that the Developer, SCJV or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. (See also paragraph 32 hereof.)

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least one (1) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within SummerChase, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within SummerChase. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within SummerChase and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. Provided however, until a Lot is cleared, Lots may remain in their natural condition. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes and the wood portion of the perimeter fence on his Lot adjacent to Durbin Creek Boulevard or any Lots which have fencing separating SummerChase from the golf course, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until twenty (20) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering SummerChase.

35. **Violation or Breach.** In the event of a violation of breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

36. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Print Name

Print Name

ATLANTIC GULF COMMUNITIES
CORPORATION

BY:

J. Thomas Gillette, III
Its Vice President

(Corporate Seal)

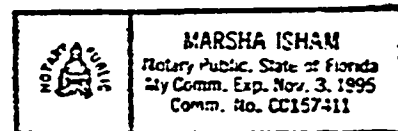
whose address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 14 day of June 1993 by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath.

Marsha Isham
Print Name Marsha Isham
Notary Public, State of Florida
My Commission Expires: _____
Commission Number _____



JAX-76094.4

EXHIBIT "A"

A PART OF TRACT "D" AND TRACT "E" OF JULINGTON CREEK UNIT 5, AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "E", SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 96.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°22'27" EAST AND A CHORD DISTANCE OF 96.99 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 60°48'51" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 144.98 FEET; THENCE SOUTH 58°07'27" EAST, A DISTANCE OF 80.78 FEET; THENCE SOUTH 66°46'05" EAST, A DISTANCE OF 310.79 FEET; THENCE SOUTH 68°32'19" EAST, A DISTANCE OF 175.81 FEET; THENCE SOUTH 77°22'51" EAST, A DISTANCE OF 336.82 FEET; THENCE SOUTH 02°38'40" WEST, A DISTANCE OF 56.94 FEET; THENCE SOUTH 31°46'43" WEST, A DISTANCE OF 290.04 FEET; THENCE SOUTH 21°33'58" WEST, A DISTANCE OF 118.97 FEET; THENCE SOUTH 12°43'12" EAST, A DISTANCE OF 255.99 FEET; THENCE SOUTH 16°06'40" EAST, A DISTANCE OF 229.58 FEET; THENCE SOUTH 16°45'54" WEST, A DISTANCE OF 75.26 FEET; THENCE NORTH 72°34'06" WEST, A DISTANCE OF 262.76 FEET; THENCE SOUTH 59°39'50" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 384.77 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2500 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1390.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°40'11" WEST AND A CHORD DISTANCE OF 1372.57 FEET TO THE POINT OF BEGINNING.

Prepared by and Return to

Linda Connor Kane

Holland & Knight

50 North Laura Street, Suite 3900

Jacksonville, Florida 32202

In-Commonwealth

⑬ Rec 53+7

1399

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION OWNERS' ASSOCIATION, INC.**

(Timber Trace)

(Phase II)

THIS SUPPLEMENTAL DECLARATION is made this ____ day of August, 1993, by ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, authorized to do business in Florida, successor in interest to GENERAL DEVELOPMENT CORPORATION ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain Development Order No. 82-37, as amended from time to time ("Julington Creek Plantation").

B. Developer has subjected certain property owned by it to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described in Exhibit A attached hereto and by this reference made a part hereof ("Timber Trace - Phase II").

E. Developer desires to develop Timber Trace - Phase II as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Timber Trace - Phase II, to protect and preserve the values of Timber Trace - Phase II.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Timber Trace - Phase II shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of Timber Trace - Phase II and which shall run with Timber Trace - Phase II and shall be binding upon all persons having and/or acquiring any right, title or interest in Timber Trace - Phase II or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Timber Trace - Phase II or any portion thereof and Timber Trace - Phase II shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Timber Trace - Phase II shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Timber Trace - Phase II and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Set Back and Roof Pitch Requirements. The minimum square footage requirements and the building set back and roof pitch requirements for all improvements and Lots in Timber Trace - Phase II shall be as follows:

a. The minimum square footage requirements for all Living Units, and the set back requirements are as follows:

- i. Minimum Lot size - 7500 square feet.
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 1500 square feet.
- iii. Living Unit set back requirement (as measured from the property lines):
 - (A) Front - 25 feet
 - (B) Side - 8 feet
 - (C) Rear - 10 feet

The foregoing set back requirements may be waived by a written instrument executed by the Developer provided such waivers are in compliance with Condition 11 of the Julington Creek Development Order set forth in St. Johns County Resolution Number 82-37 as amended from time to time.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Timber Trace - Phase II be constructed and developed for single family Living Units. In that regard, any residential construction and development within Timber Trace - Phase II shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Timber Trace - Phase II only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Timber Trace - Phase II which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Jullington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be

construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Timber Trace - Phase II or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Timber Trace - Phase II, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Timber Trace - Phase II. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may be reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner

may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Timber Trace - Phase II, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Timber Trace - Phase II. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Golf Course Easements. Lots within any portion of Timber Trace - Phase II abutting or contiguous with the golf course are hereby subjected to a perpetual and non-exclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, Page 750 of the public records of St. Johns County, Florida) which is ten feet (10') in width as measured from the Lot boundaries abutting the golf course, for the purpose of allowing errant golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of the golf course facility. "Operating Hours" shall mean those hours of each day that the golf course facility is open for the play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

d. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Timber Trace - Phase II to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Timber Trace - Phase II.

e. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Timber Trace - Phase II, for which an exclusive easement shall exist at all times during the continuance of such

encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

f. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

g. Fencing Easement. Developer hereby reserves for itself and for the benefit of the Association a ten (10') foot easement over the Northerly Ten Feet (10') of Lots 5 - 15, Block 2 of Timber Trace - Phase II for the installation and maintenance of a brick pilaster and wooden fence. The brick pilasters shall be maintained by the Association, and the wooden portion of the fence shall be maintained by the Owners of the Lot as provided in paragraph 32 hereof.

5. Utilities. Developer and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that tap the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Timber Trace - Phase II having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Timber Trace - Phase II Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has reserved the right, but not the obligation, to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation and for ongoing maintenance of wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office. All Owners of Lots within Julington Creek Plantation (except those Lots which are specifically not included within the Community Development District boundary) including, without limitation, Timber Trace - Phase II may be required to be a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of a Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Timber Trace - Phase II Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Timber Trace - Phase II, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Timber Trace - Phase II Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the set back lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Timber Trace - Phase II Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.
- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.

13. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 12, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall

be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Timber Trace - Phase II, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Timber Trace - Phase II, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Timber Trace - Phase II. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent

with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

With respect to any fencing within Timber Trace - Phase II which is adjacent to Racetrack Road, the owners of the Lots adjacent to Racetrack Road within Timber Trace - Phase II shall be responsible for the maintenance of any wooden component of such fencing and the Association shall maintain any brick component thereof. Provided, however, if an Owner fails to maintain the wooden portion of the fence, then in such event the Association, after giving notice and a ten (10) day right to cure, may enter onto the Lot and perform such maintenance and shall be reimbursed for the cost thereof by a Special Assessment against the Owner and his Lot.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Timber Trace - Phase II and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes and the wooded portion of the perimeter fence on his Lot adjacent to Racetrack Road, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Timber Trace - Phase II.

35. **Violation or Breach.** In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the

same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

36. **Severability.** Invalidity of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Mary Ann Megges
Print Name MARY ANN MEGGES

James H. Hudson
Print Name JAMES H. HUDSON

ATLANTIC GULF COMMUNITIES
CORPORATION

BY:

J. Thomas Gillette III
Its Vice President

whose address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2nd day of February 1993 by J. Thomas Gillette, III, the Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath.

Sharon Hudson
Print Name SHARON HUDSON
Notary Public, State of Florida
My Commission Expires: 12-11-95
Commission Number 00107357



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

EXHIBIT A

CAPTION:

A PART OF JULINGTON CREEK UNIT ONE, BEING ALL OF BLOCKS 1 AND 2 AND ALL OF TRACTS "G-1" AND "G-2", TOGETHER WITH A PART OF BLOCKS 3 AND 4 AND PART OF TRACTS "A", "B" AND "G-3", AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PART OF SECTIONS 29 AND 30, TOWNSHIP 4 SOUTH, RANGE 27 EAST OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF LOT 37 OF SAID BLOCK 2, JULINGTON CREEK UNIT ONE, SAID POINT LYING ON THE SOUTHERLY LINE OF TRACT "A" AT ITS INTERSECTION WITH THE EASTERLY LINE OF TRACT "F"; THENCE SOUTH $76^{\circ}22'54''$ EAST ALONG THE SOUTHERLY LINE OF SAID TRACT "A", ITS EASTERLY PROJECTION THEREOF AND ALONG THE SOUTHERLY LINE OF SAID TRACT "B", A DISTANCE OF 975.00 FEET TO THE NORTHWEST CORNER OF LOT 35 OF SAID BLOCK 3, JULINGTON CREEK UNIT ONE; THENCE SOUTH $13^{\circ}37'06''$ WEST, A DISTANCE OF 260.00 FEET TO THE NORTHWEST CORNER OF LOT 23 OF SAID BLOCK 3, JULINGTON CREEK UNIT ONE; THENCE NORTH $76^{\circ}22'54''$ WEST, A DISTANCE OF 225.00 FEET TO THE NORTHWEST CORNER OF LOT 20 OF SAID BLOCK 3, SAID CORNER LYING ON AN EASTERLY LINE OF SAID TRACT "G-1"; THENCE SOUTH $13^{\circ}37'06''$ WEST ALONG SAID EASTERLY LINE OF TRACT "G-1" AND ITS SOUTHERLY PROLONGATION THEREOF AND THE EASTERLY LINE OF SAID TRACT "G-2" AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 540.00 FEET; THENCE SOUTH $06^{\circ}24'09''$ EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 272.46 FEET; THENCE SOUTH $89^{\circ}19'01''$ WEST ALONG SAID SOUTHERLY LINE OF SECTION 29, A DISTANCE OF 670.32 FEET; THENCE SOUTH $89^{\circ}16'53''$ WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 30, A DISTANCE OF 686.87 FEET TO A SOUTHEASTERLY CORNER OF SAID TRACT "A"; THENCE NORTH $04^{\circ}51'47''$ EAST ALONG AN EASTERLY LINE OF SAID TRACT "A", A DISTANCE OF 688.93 FEET TO THE NORTHWESTERLY CORNER OF LOT 22 OF SAID BLOCK 2, JULINGTON CREEK UNIT ONE ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT "F" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH $79^{\circ}50'06''$ EAST ALONG THE SOUTHERLY LINE OF SAID TRACT "F", A DISTANCE OF 577.66 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "F"; THENCE NORTH $13^{\circ}37'06''$ EAST ALONG AN EASTERLY LINE OF SAID TRACT "F", A DISTANCE OF 75.00 FEET; THENCE SOUTH $76^{\circ}22'54''$ EAST ALONG SAID TRACT "F" TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF CHICASAW COURT OF SAID JULINGTON CREEK UNIT ONE, A DISTANCE OF 110.00 FEET; THENCE NORTH $13^{\circ}37'06''$ EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF CHICASAW COURT AND ALONG AN EASTERLY LINE OF SAID TRACT "F", A DISTANCE OF 49.76 FEET; THENCE NORTH $76^{\circ}22'54''$ WEST ALONG SAID TRACT "F", A DISTANCE OF 110.00 FEET; THENCE NORTH $13^{\circ}37'06''$ EAST ALONG AN EASTERLY LINE OF SAID TRACT "F", A DISTANCE OF 551.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.53 ACRES MORE OR LESS.

**ADDENDUM TO
SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION OWNERS' ASSOCIATION, INC.**

(Timber Trace - Phase I)

THIS ADDENDUM is made this 1 day of OCT, 1993, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in Florida ("Developer").

RECITALS:

A. Developer subjected certain lands to the terms and conditions of the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. as recorded in Official Records Book 1004, page 1870 of the public records of Duval County, Florida ("Supplemental Declaration").

B. At the time of recording of the Supplemental Declaration, certain lots described therein were owned by third parties. The Developer has obtained the consents and joinders of the third party owners and desires to record such consents and joinders to evidence that the lots are subject to the terms and conditions of the Supplemental Declaration.

NOW THEREFORE, the Developer hereby records the Consents and Joinders of Lot Owners attached hereto and made a part hereof, which consents and joinders shall be deemed to constitute a part of the Supplemental Declaration in accordance with their terms and conditions.

IN WITNESS WHEREOF, the under signed sets its hand and seal as of the date first above written.

Witnesses:

**ATLANTIC GULF COMMUNITIES
CORPORATION**

BY [Signature]

Print Name J. THOMAS GILLETTE
Its VP President

(Corporate Seal)

[Signature]
Print Name JAMES H. HUDSON

[Signature]
Print Name [Signature]

RECORDED BY
NAME
AND A. KNIGHT
STREET
FLORIDA 32202

CLERK 2-5-130

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 1st day of October, 1993 by J. Thomas Gillette III, Vice President of Atlantic Gulf Communities Corporation, a Delaware Corporation authorized to do business in Florida, on behalf of the Corporation, who is personally known to me and who did not take and oath.

Sharon Hudson
Print Name Sharon Hudson
Notary Public, State of Florida
My Commission Expires: 12-11-95
Commission Number: 00147354
(SEAL)

JAX-71921



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

CONSENT AND JOINDER OF LOT OWNER

The undersigned is the owner of

Lot(s) 2, 7 + 9 & 11 of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Timber Trace-Phase 1) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets it hand and seal on this 6th day of August, 1993.

Witnesses:

Sylvia J. Smith
Print Name Sylvia J. Smith

Donnie A. Kean
Print Name Donnie A. Kean

By William B. Towers, Jr.
Print Name William B. Towers, Jr.
Its President

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 6th day of Aug., 1993 by William B. Towers, Jr., the President of Atlantic Ridge, Inc., a corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification and who did not take an oath.

Sylvia J. Smith
Print Name Sylvia J. Smith
Notary Public, State of Florida
My Commission Expires: _____
Commission Number _____

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES: JULY 20, 1995
NOTARY PUBLIC, STATE OF FLORIDA

CONSENT AND JOINDER OF LOT OWNER

The undersigned is the owner of

Lot(s) 6, 78+10 BL 3 of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Timber Trace-Phase 1) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets it hand and seal on this ____ day of ____, 1993.

Witnesses:

Sylvia J. Smith
Print Name Sylvia J. Smith
Donnie A. Keen
Print Name Donnie A. Keen

By [Signature]
Print Name William B. Towers, Jr.
Its President

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 6th day of Aug, 1993 by William B. Towers, Jr., the President of Atlantic Ridge, a Corporation, on behalf of the Corporation, who is personally known to me or who produced _____ as identification and who did not take an oath.

Sylvia J. Smith
Print Name Sylvia J. Smith
Notary Public, State of Florida
My Commission Expires: _____
Commission Number _____

NOTARY PUBLIC
MY COMMISSION EXPIRES
DONOR THIS CERTAIN THE STATE

CONSENT AND JOINDER OF LOT OWNER

The undersigned is the owner of

Lot(s) 9/13+13B-4 of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Timber Trace-Phase 1) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets it hand and seal on this 6th day of August, 1993.

Witnesses:

Sylvia Smith
Print Name Sylvia S. Smith
Donnie A. Kean
Print Name Donnie A. Kean

By William B. Tower, Jr.
Print Name William B. Tower, Jr.
Its President

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 6th day of Aug, 1993 by William B. Tower, Jr., the President of Atlantic Beach, a Corporation, on behalf of the Corporation, who is personally known to me or who produced _____ as identification and who did not take an oath.

Sylvia S. Smith
Print Name Sylvia S. Smith
Notary Public, State of Florida
My Commission Expires: _____
Commission Number _____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES _____
BONDED THROUGH GENERAL INVESTMENT

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES _____
BONDED THROUGH GENERAL INVESTMENT

CONSENT AND JOINDER OF LOT OWNER

The undersigned is the owner of

Lot(s) 2356, 7861 of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Timber Trace-Phase 1) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets it hand and seal on this 6th day of August, 1993.

Witnesses:

Sylvia J. Smith
Print Name Sylvia J. Smith
Dennis A. Ream
Print Name Dennis A. Ream

By William B. Tavers, Jr.
Print Name William B. Tavers, Jr.
Its President

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 6th day of Aug, 1993 by William B. Tavers, Jr., the President of Atlantic Bliss, a Corporation, on behalf of the Corporation, who is personally known to me or who produced _____ as identification and who did not take an oath.

Sylvia J. Smith
Print Name Sylvia J. Smith
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____
NOTARY PUBLIC, STATE OF FLORIDA
MY COM. EXPIRES: _____
COM. NO. _____

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 1st day of October, 1993 by J. Thomas Gillette III, Vice President of Atlantic Gulf Communities Corporation, a Delaware Corporation authorized to do business in Florida, on behalf of the Corporation, who is personally known to me and who did not take and oath.

Sharon Hudson
Print Name SHARON HUDSON
Notary Public, State of Florida
My Commission Expires: 12-11-95
Commission Number: 22167354

JAX-71932



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

CONSENT AND JOINDER OF LOT OWNER

The undersigned is the owner of

Lot(s) 1, 248845 of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Oak Pointe-Phase 1) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets it hand and seal on this 9th day of August, 1993.

Witnesses:

Denise McDonald
Print Name Denise McDonald

Linda Berg Harper
Print Name Linda Berg Harper

By

Leon J. Parnice Jr.
Print Name Leon J. Parnice Jr.
Its President

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 9th day of August, 1993 by Leon J. Parnice Jr. the President of Julington Creek Plantation, a Corporation, on behalf of the Corporation who is personally known to me or who produced _____ as identification and who did not take an oath.

Mary Ann Meggyes
Print Name Mary Ann Meggyes
Notary Public, State of Florida
My Commission Expires: 12-10-95
Commission Number 2016483



MARY ANN MEGGYES
My Comm. Exp. 12-10-95
Bonded By Service Ins. Co.

CONSENT AND JOINDER OF LOT OWNER

The undersigned is the owner of

Lot(s) 4BL5 of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Oak Pointe-Phase 1) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets it hand and seal on this 18 day of Aug, 1993.

Witnesses:

Diana R. Sandy
Print Name DIANA R. SANDY

Lee H. Krotzer
Print Name LEE H. KROTZER

By

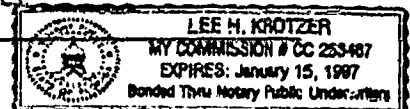
Michael L. Braniff
Print Name MICHAEL L. BRANIFF
Its President

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 18 day of August, 1993 by MICHAEL L. BRANIFF, the PRESIDENT of RIVER CITY HOMES, a _____, on behalf of the _____, who is personally known to me or who produced _____ as identification and who did not take an oath.

Lee H. Krotzer
Print Name LEE H. KROTZER
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____



CONSENT AND JOINDER OF LOT OWNER

The undersigned is the owner of

Lot(s) 505 of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Oak Pointe-Phase I) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets it hand and seal on this 27 day of Sept., 1993.

Witnesses:

Beverly K. Ross
Print Name BEVERLY K. ROSS
Kevin A. Phillips
Print Name KEVIN A. PHILLIPS

By

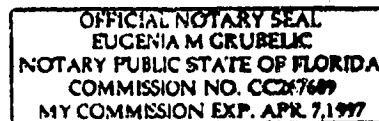
George A. Kontrabede
Print Name George A. Kontrabede
Its _____

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 27th day of Sept., 1993 by GEORGE A. KONTRABEDI, the OWNER of LOTS, a _____, on behalf of the _____, who is personally known to me or who produced Florida Driver's License as identification and who did not take an oath.

Eugenia M. Grubelic
Print Name EUGENIA M. GRUBELIC
Notary Public, State of Florida
My Commission Expires: 6/26/97
Commission Number 47397



CONSENT AND JOINDER OF LOT OWNER

The undersigned are the owners of

Lot 9 BL 6 of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Oak Pointe-Phase 1) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets their hands and seals on this 19 day of August, 1993.

Witnesses:

Charles E. Erickson Jr.
Print Name Charles E. Erickson Jr.

Robert Doman
Print Name Robert Doman

John D. Morrison
Print Name John D. Morrison

Laura A. Morrison
Print Name LAURA A. MORRISON

STATE OF ~~FLORIDA~~ CONNECTICUT

COUNTY OF

The foregoing instrument was acknowledged before me this 19 day of Aug, 1993 by John Morrison and Laura Morrison, who are personally known to me or who produced Connecticut Drivers License as identification and who did not take an oath.

R. E. HEYERMAN
Print Name _____
Notary Public, State of ~~Florida~~ Connecticut
My Commission Expires: 3/31/94
Commission Number _____

JAX-49476.5

CONSENT AND JOINDER OF LOT OWNER

The undersigned is the owner of

Lot(s) 6, 7+9B46 of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Oak Pointe-Phase 1) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets it hand and seal on this 9th day of August, 1993.

Witnesses:

Denise McDonald
Print Name Denise McDonald

Linda Berg Harper
Print Name Linda Berg Harper

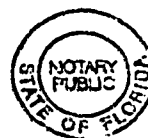
By [Signature]
Print Name Leon J. Pinter Jr.
Its President

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 9th day of August, 1993 by Leon J. Pinter Jr., the President of Oak Pointe, a Corporation, on behalf of the Corporation, who is personally known to me or who produced _____ as identification and who did not take an oath.

Mary Ann McElroy
Print Name Mary Ann McElroy
Notary Public, State of Florida
My Commission Expires: 12-31-94
Commission Number 12111



MARY ANN MCELROY
My Comm. Exp. 12-31-94
Bonded By Service Ins. Co

CONSENT AND JOINDER OF LOT OWNER

The undersigned is the owner of

Lot(s) 0, 14 + 11-6LL of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Oak Pointe Phase 1) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets it hand and seal on this 10th day of August, 1993.

Witnesses:

Ida-Lou Stephens
Print Name Ida-Lou Stephens

Lisa Fae Britt
Print Name Lisa Fae Britt

Ronnie D. Coppenbarger
Coppenbarger Homes, Inc.

By

Print Name Ronnie D. Coppenbarger
Its President

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 10th day of August, 1993 by Ronnie D. Coppenbarger, the President of Coppenbarger Homes, Inc., a Corporation, on behalf of the Corporation who is personally known to me or who produced as identification and who did not take an oath.

Lisa Fae Britt
Print Name Lisa Fae Britt
Notary Public, State of Florida
My Commission Expires: _____
Commission Number _____



LISA FAE BRITT
MY COMMISSION EXPIRES
May 27, 1995
BONDED THRU TROY FARM INSURANCE, INC.

CONSENT AND JOINDER OF LOT OWNER

The undersigned is the owner of

Lot(s) 12 Block U of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Oak Pointe-Phase 1) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets it hand and seal on this 16 day of SEP, 1993.

Witnesses:

Lee H. Krotzer
Print Name _____

Print Name _____

By

Dale T. Bolewa
Print Name Dale T. Bolewa
Is _____

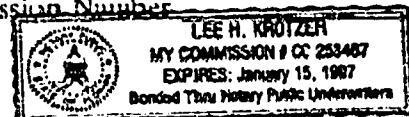
Teresa M. Bolewa
Teresa M. Bolewa

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 16 day of SEP, 1993 by DALE T. BOLEWA, the _____ of _____, a _____, on behalf of the _____, who is personally known to me or who produced _____ as identification and who did not take an oath.

Lee H. Krotzer
Print Name Lee H. Krotzer
Notary Public, State of Florida
My Commission Expires: _____
Commission Number _____



(SEAL)

CONSENT AND JOINDER OF LOT OWNER

The undersigned are the owners of

Lot 13616 of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Oak Pointe-Phase 1) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets their hands and seals on this 22 day of September 1993.

Witnesses:

[Signature]
Print Name John P. Lawson, Jr.

Print Name _____

[Signature]
Print Name Mark D. Bergan

[Signature]
Print Name Mary Bergan

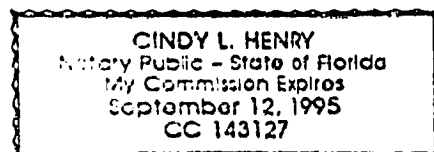
STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 22 day of September 1993 by Mark D. Bergan and Mary Bergan, who are personally known to me or who produced _____ as identification and who did not take an oath.

[Signature]
Print Name Cindy L. Henry
Notary Public, State of Florida
My Commission Expires: September 12, 1995
Commission Number CC 143127

JAX-49476.5



C.R. 1016 PG 1340

CONSENT AND JOINDER OF LOT OWNER

The undersigned is the owner of

Lot(s) 17 BK6 of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Oak Pointe-Phase 1) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets it hand and seal on this 25 day of JUNE, 1993.

Witnesses:

S.R. Bryant
Print Name S.R. BRYANT

Margaret Elrod
Print Name MARGARET ELROD

By

Ronald E. Crosby
Print Name CHRISTINE E. CROSBY
Its

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 25 day of JUNE, 1993 by Ronald E. Crosby & Christine E. Crosby of St. Johns County, Florida, on behalf of the Julington Creek Plantation Owners' Association, Inc. who is personally known to me or who produced 1110245-XXXX as identification and who did not take an oath.

S.R. Bryant
Print Name S.R. BRYANT
Notary Public, State of Florida
My Commission Expires: June 20, 1994
Commission Number 1110245-XXXX
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 20, 1994

CONSENT AND JOINDER OF LOT OWNER

The undersigned is the owner of

Lot(s) 15, 18, 20 BCL of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Oak Pointe-Phase 1) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets it hand and seal on this 5th day of Aug, 1993.

Witnesses:

Mary Ann McGeary
Print Name MARY ANN McGEARY

Glenn Marvin
Print Name Glenn MARVIN

By

William G. Weyer
Print Name William G. Weyer
Its PRESIDENT

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 5th day of August, 1993 by William G. Weyer, the PRESIDENT of Julington Creek Plantation, Inc., a Corporation, on behalf of the Corporation, who is personally known to me or who produced _____ as identification and who did not take an oath.

Sharon Hudson
Print Name Sharon Hudson
Notary Public, State of Florida
My Commission Expires: 12-11-95
Commission Number 10000000



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

CONSENT AND JOINDER OF LOT OWNER

The undersigned is the owner of

Lot(s) 2.6 Block U of the First Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 26, pages 82-83 of the public records of St. Johns County, Florida ("Lots").

The undersigned hereby consents to the recording of the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. (Oak Pointe-Phase I) and hereby subjects the title of the Lots to all terms and conditions thereof and declares that the Lots shall be held, sold, conveyed, mortgaged and transferred subject to all easements, covenants, conditions, restrictions, and reservations set forth herein.

In witness whereof, the undersigned sets it hand and seal on this 16th day of SEPT, 1993.

Witnesses:

Michael Branniff
Print Name Michael Branniff

By

Bret Mehhouse
Print Name Bret Mehhouse
Its _____

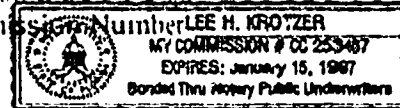
Print Name _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this 16th day of SEPT, 1993 by BRET MEHOUSE, the _____ of _____, a _____, on behalf of the _____, who is personally known to me or who produced _____ as identification and who did not take an oath.

Lee H. Krotzer
Print Name LEE H. KROTZER
Notary Public, State of Florida
My Commission Expires: _____
Commission Number LEE H. KROTZER



Prepared by and Return to
Linda Connor Kane
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

8/3/93

W.H. Connor

12 E. 49th St

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION OWNERS' ASSOCIATION, INC.**

(Oak Pointe)

(Phase II)

THIS SUPPLEMENTAL DECLARATION is made this 3rd day of August, 1993, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation, authorized to do business in Florida, successor in interest to **GENERAL DEVELOPMENT CORPORATION** ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain Development Order No. 82-37 as amended from time to time ("Julington Creek Plantation").

B. Developer has subjected certain property owned by it to the Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 1 - 40, Block 10, Lots 1 - 20, Block 11, Fourth Replat in Julington Creek, Unit One, recorded in Map Book 27, pages 17 - 20 of the public records of St. Johns County, Florida, ("Oak Pointe - Phase II").

E. Developer desires to develop Oak Pointe - Phase II as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Oak Pointe - Phase II, to protect and preserve the values of Oak Pointe - Phase II.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Oak Pointe - Phase II shall be held, occupied, sold,

Recorded in Public Records, St. Johns County, FL
Clerk # 93077694 O.R. 1010 PG 1086 04:09PM 09-10-93
Recording 49.00 Surcharge 6.50

conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of Oak Pointe - Phase II and which shall run with Oak Pointe - Phase II and shall be binding upon all persons having and/or acquiring any right, title or interest in Oak Pointe - Phase II or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Oak Pointe - Phase II of any portion thereof and Oak Pointe - Phase II shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Oak Pointe - Phase II shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Oak Pointe - Phase II and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Set Back and Roof Pitch Requirements. The minimum square footage requirements and the building set back and roof pitch requirements for all improvements and Lots in Oak Pointe - Phase II shall be as follows:

a. The minimum square footage requirements for all Living Units, and the set back requirements are as follows:

- i. Minimum Lot size - 10,000 square feet.
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 1800 square feet, except for Lots which front on the golf course or on the lake which shall contain 2000 square feet, excluding garages, patios, porches or other unheated or unairconditioned areas.
- iii. Living Unit set back requirement (as measured from the property lines):
 - (A) Front - 25 feet
 - (B) Side - 8 feet
 - (C) Rear - 10 feet

The foregoing set back requirements may be waived by a written instrument executed by the Developer provided such waivers are in compliance with Condition 11 of the Jullington Creek Development Order set forth in St. Johns County Resolution Number 82-37 as amended from time to time.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit, Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Oak Pointe - Phase II be constructed and developed for single family Living Units. In that regard, any residential construction and development within Oak Pointe - Phase II shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Oak Pointe - Phase II only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Oak Pointe - Phase II which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be

construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Oak Pointe - Phase II or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Oak Pointe - Phase II, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Oak Pointe - Phase II. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner

may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Oak Pointe - Phase II, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Oak Pointe - Phase II. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Golf Course Easements. Lots within any portion of Oak Pointe - Phase II abutting or contiguous with the golf course are hereby subjected to a perpetual and non-exclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, Page 750 of the public records of St. Johns County, Florida) which is ten feet (10') in width as measured from the Lot boundaries abutting the golf course, for the purpose of allowing errant golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of the golf course facility. "Operating Hours" shall mean those hours of each day that the golf course facility is open for the play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

d. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Oak Pointe - Phase II to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Oak Pointe - Phase II.

e. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vise versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Oak Pointe - Phase II, for which an exclusive easement shall exist at all times during the continuance of such

encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

f. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

5. Utilities. Developer and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Oak Pointe - Phase II having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.

ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Oak Pointe - Phase II Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has reserved the right, but not the obligation, to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation and for ongoing maintenance of wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office. All Owners of Lots within Julington Creek Plantation (except those Lots which are specifically not included within the Community Development District boundary) including, without limitation, Oak Pointe - Phase II may be required to be a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of a Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Oak Pointe - Phase II Lots, except in strict appliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Oak Pointe - Phase II, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Oak Pointe - Phase II Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the set back lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Oak Pointe - Phase II Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional

part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.
- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.

13. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 12, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Oak Pointe - Phase II, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. (See also paragraph 32 hereof.)

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its

collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Oak Pointe - Phase II, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Oak Pointe - Phase II. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets.

Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Oak Pointe - Phase II and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes and the wooded portion of the perimeter fence on his Lot adjacent to Racetrack Road, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Jurlington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Oak Pointe - Phase II.

35. **Violation or Breach.** In the event of a violation of breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

36. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Mary Ann McGeeves
Print Name MARY ANN MCGEEVES

James A. Hudson
Print Name JAMES A. HUDSON

ATLANTIC GULF COMMUNITIES
CORPORATION

BY: J. Thomas Gillette, III
Its Vice President

whose address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 3rd day of January, 1993 by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath.

Sharon Hudson
Print Name SHARON HUDSON
Notary Public, State of Florida
My Commission Expires: 12-11-95
Commission Number 00167524



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

Prepared by and Return to
Linda Connor Kane
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

8/3/93

LA: Common
12R 49 + 650

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION OWNERS' ASSOCIATION, INC.**

(Willow Pond)
(Phase I)

THIS SUPPLEMENTAL DECLARATION is made this 3rd day of August, 1993, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation, authorized to do business in Florida, successor in interest to **GENERAL DEVELOPMENT CORPORATION** ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain Development Order No. 82-37 as amended from time to time ("Julington Creek Plantation").

B. Developer has subjected certain property owned by it to the Amended and Restated of Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 1 - 32, Block 13, Third Replat in Julington Creek, Unit One,
recorded in Map Book 27, pages 15 and 16 of the public records of St.
Johns County, Florida, ["Willow Pond - Phase I"].

E. Developer desires to develop Willow Pond - Phase I as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Willow Pond - Phase I, to protect and preserve the values of Willow Pond - Phase I.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Willow Pond - Phase I shall be held, occupied, sold,

Recorded in Public Records St. Johns County, FL
Clerk # 93027693 O.R. 1010 PG 1074 04:09PM 09-10-93
Recording 49.00 Surcharge 6.50

conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of Willow Pond - Phase I and which shall run with Willow Pond - Phase I and shall be binding upon all persons having and/or acquiring any right, title or interest in Willow Pond - Phase I or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Willow Pond - Phase I of any portion thereof and Willow Pond - Phase I shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Willow Pond - Phase I shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Willow Pond - Phase I and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Set Back and Roof Pitch Requirements. The minimum square footage requirements and the building set back and roof pitch requirements for all improvements and Lots in Willow Pond - Phase I shall be as follows:

a. The minimum square footage requirements for all Living Units, and the set back requirements are as follows:

- i. Minimum Lot size - 10,000 square feet.
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 2000 square feet, except for Lots which front on the golf course or on the lake which shall contain 2200 square feet, excluding garages, patios, porches or other unheated or unairconditioned areas.
- iii. Living Unit set back requirement (as measured from the property lines):
 - (A) Front - 25 feet
 - (B) Side - 8 feet
 - (C) Rear - 10 feet

The foregoing set back requirements may be waived by a written instrument executed by the Developer provided such waivers are in compliance with Condition 11 of the Julington Creek Development Order set forth in St. Johns County Resolution Number 82-37 as amended from time to time.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit, Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Willow Pond - Phase I be constructed and developed for single family Living Units. In that regard, any residential construction and development within Willow Pond - Phase I shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Willow Pond - Phase I only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Willow Pond - Phase I which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be

construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Willow Pond - Phase I or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Willow Pond - Phase I, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Willow Pond - Phase I. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner

may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Willow Pond - Phase I, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Willow Pond - Phase I. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Golf Course Easements. Lots within any portion of Willow Pond - Phase I abutting or contiguous with the golf course are hereby subjected to a perpetual and non-exclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, Page 750 of the public records of St. Johns County, Florida) which is ten feet (10') in width as measured from the Lot boundaries abutting the golf course, for the purpose of allowing errant golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of the golf course facility. "Operating Hours" shall mean those hours of each day that the golf course facility is open for the play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

d. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Willow Pond - Phase I to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Willow Pond - Phase I.

e. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Willow Pond - Phase I, for which an exclusive easement shall exist at all times during the continuance of such

encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

f. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

5. Utilities. Developer and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Willow Pond - Phase I having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.

ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Willow Pond - Phase I Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has reserved the right, but not the obligation, to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation and for ongoing maintenance of wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office. All Owners of Lots within Julington Creek Plantation (except those Lots which are specifically not included within the Community Development District boundary) including, without limitation, Willow Pond - Phase I may be required to be a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of a Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Willow Pond - Phase I Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Willow Pond - Phase I, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Willow Pond - Phase I Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the set back lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Willow Pond - Phase I Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional

part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.
- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.

13. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 12, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Willow Pond - Phase I, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. (See also paragraph 32 hereof.)

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its

collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Willow Pond - Phase I, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Willow Pond - Phase I. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets.

Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Willow Pond - Phase I and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes and the wooded portion of the perimeter fence on his Lot adjacent to Racetrack Road, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Willow Pond - Phase I.

35. **Violation or Breach.** In the event of a violation of breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

36. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Mary Ann Meggley
Print Name MARY ANN MEGGLEY

James H. Hudson
Print Name JAMES H. HUDSON

ATLANTIC GULF COMMUNITIES
CORPORATION

BY: J. Thomas Gillette, III
Its Vice President

whose address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 3rd day of August, 1993 by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath.

Sharon Hudson
Print Name Sharon Hudson
Notary Public, State of Florida
My Commission Expires: 11-11-95
Commission Number 00000000



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

Prepared by and Return to: Recorded in Public Records St. Johns County, FL
Linda Connor Kane Clerk # 93023652 O.R. 1004 PG 1870 01:13PM 08-05-93
Holland & Knight Recording 49.00 Surcharge 6.50
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION OWNERS' ASSOCIATION, INC.**

(Timber Trace)
(Phase I)

THIS SUPPLEMENTAL DECLARATION is made this 24 day of July, 1993, by ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, authorized to do business in Florida, successor in interest to GENERAL DEVELOPMENT CORPORATION ("Developer").

R E C I T A L S:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain Development Order No. 82-37, as amended from time to time ("Julington Creek Plantation").

B. Developer has subjected certain property owned by it to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida ("Amended Declaration").

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer may subject additional lands owned by it, as described in Exhibit B of the Amended Declaration, and defined therein as "Additional Property," to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

D. Developer is the owner of certain lands within the Additional Property more fully described as:

Lots 1 - 12, Block 1; Lots 1 - 4, Block 2; Lots 1 - 11,
Block 3; Lots 1 - 13, Block 4; First Replat in Julington
Creek Unit One recorded in Map Book 26, pages 82 -
83 of the public records of St. Johns County, Florida
("Timber Trace").

E. Developer desires to develop Timber Trace as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within Timber Trace, to protect and preserve the values of Timber Trace.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares that Timber Trace shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, set forth in the Amended Declaration as supplemented in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of Timber Trace and which shall run with Timber Trace and shall be binding upon all persons having and/or acquiring any right, title or interest in Timber Trace or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Timber Trace of any portion thereof and Timber Trace shall be deemed to be "Property" as such term is defined in the Amended Declaration. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Amended Declaration.

In addition, in accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and the Owners of Lots within Timber Trace shall be subject to the following terms, conditions, covenants and restrictions:

1. Residential Lots

All Lots in all blocks (as depicted on the plat of Timber Trace and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two stories in height. No Lot shall be resubdivided into building lots having a square footage of less than that set forth herein.

2. Building Square Footage, Set Back and Roof Pitch Requirements. The minimum square footage requirements and the building set back and roof pitch requirements for all improvements and Lots in Timber Trace shall be as follows:

a. The minimum square footage requirements for all Living Units, and the set back requirements are as follows:

- i. Minimum Lot size - 7500 square feet.
- ii. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas - 1500 square feet.
- iii. Living Unit set back requirement (as measured from the property lines):
 - (A) Front - 25 feet
 - (B) Side - 8 feet
 - (C) Rear - 10 feet
 - (D) Lots 1, 2, 3, 4, 5, 6, 7, 8, Block 1 will have a front set back requirement of 35 feet.

The foregoing set back requirements may be waived by a written instrument executed by the Developer provided such waivers are in compliance with Condition 11

of the Julington Creek Development Order set forth in St. Johns County Resolution Number 82-37 as amended from time to time.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Timber Trace be constructed and developed for single family Living Units. In that regard, any residential construction and development within Timber Trace shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the Architectural Control Committee, ("ACC"), formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed, or altered upon Timber Trace only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All Owners of any portion of Timber Trace which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by Owner. If the ACC disapproves any Plans submitted by Owner, ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the

compatibility of any requested construction. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost and expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. Liability of ACC or Developer. The ACC's rights of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner of any portion of Timber Trace or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Timber Trace, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any Plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. Completion of Construction. Once construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. Cumulative Provisions. The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Timber Trace. Provided however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. Easements.

a. Easements. Easements for the installation and maintenance of public utilities and drainage facilities may reserved as noted on the recorded plat or granted

pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. Provided however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. This easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner of the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. Additional Utility Easements. In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Timber Trace, Developer reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, or any other utility service for the Lots contained within Timber Trace. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. Golf Course Easements. Lots within any portion of Timber Trace abutting or contiguous with the golf course are hereby subjected to a perpetual and non-exclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, Page 750 of the public records of St. Johns County, Florida) which is ten feet (10') in width as measured from the Lot boundaries abutting the golf course, for the purpose of allowing errant golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of the golf course facility. "Operating Hours" shall mean those hours of each day that the golf course facility is open for the play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

d. Developer's Easement to Correct Drainage. For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Timber Trace to maintain and correct drainage of surface waters or other erosion controls provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Timber Trace.

e. Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting, settlement or movement of any portion of Timber Trace, for which an exclusive easement shall exist at all times during the continuance of such encroachment.

which easement is appurtenant to the encroaching property to the extent of such encroachment.

f. Central Telecommunication Receiving and Distribution System. The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

g. Fencing Easement. Developer hereby reserves for itself and for the benefit of the Association a ten (10') foot easement over the northerly ten (10') feet of Lot 1, Block 1 and Lots 1-4, Block 2 of Timber Trace for the installation and maintenance of a brick pilaster and wooden fence. The brick pilasters shall be maintained by the Association, and the wooden portion of the fence shall be maintained by the Owners of the Lot as provided in paragraph 32 hereof.

5. Utilities. Developer and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Timber Trace having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

i. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.

ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Timber Trace Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has reserved the right, but not the obligation, to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation and for ongoing maintenance of wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office. All Owners of Lots within Julington Creek Plantation (except those Lots which are specifically not included within the Community Development District boundary) including, without limitation, Timber Trace may be required to be a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of a Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Timber Trace Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Timber Trace, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Timber Trace Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the set back lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Timber Trace Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agents, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Recreational Vehicles.** No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tent, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Living Unit situated thereon upon the following conditions:

- a. No such vehicle shall be permitted within the front or side setback areas.
- b. All such vehicles shall bear current registration or inspection tag.
- c. No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.

13. **Motor Vehicles and Parking.** Except as specifically set forth in paragraph 12, no vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a new Living Unit on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

14. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees. Violations will result in automatic fines of Twenty-Five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense and One Hundred Dollars (\$100.00) for each subsequent offense.

15. **Temporary Structures.** Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by the Developer or its designees, as a sales office or construction office during any development within Julington Creek Plantation.

16. **Nuisance.** No nuisance shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at such a volume that the noise is not audible beyond the boundaries of the Lot from which is originates and at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

17. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

19. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which three feet (3') above ground level may be removed without the written approval of the Developer, unless located within ten feet of the Living Unit or accessory building or within ten feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction.

20. **Signs.** No sign of any kind shall be displayed to public view on any Lot in Timber Trace, except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation.

21. **Driveways.** Prior to the construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provision of Section 3.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four dogs, cats or other domestic pets (exceeding the age of

six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

23. **Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further must be disposed of in accordance with the applicable rules of St. Johns County in its collection procedures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

24. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

25. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All doors shall be kept closed except when vehicles are entering or exiting.

26. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from the view of the neighboring Owners and from the street.

27. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

28. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Timber Trace, unless approved by the ACC.

29. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards), shall be constructed on any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

30. **Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized box location. If and when the United States Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the boxes or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

31. **Window Coverings.** No reflective window coverings or treatments shall be permitted on any Living Unit within Timber Trace. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonable compatible with aesthetic standards in the area where the Lot is located.

32. **Fences and Walls.** Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

With respect to any fencing within Timber Trace which is adjacent to Racetrack Road, the owners of the Lots adjacent to Racetrack Road within Timber Trace shall be responsible for the maintenance of any wooden component of such fencing and the Association shall maintain any brick component thereof.

33. **Maintenance.** No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot within Timber Trace and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, over grown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, including mailboxes and the wooded portion of the perimeter fence on his Lot adjacent to Racetrack Road, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot.

34. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, provided however that notwithstanding the foregoing date references in this paragraph said covenants and conditions [except as set forth in paragraph 4(a)] may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by the majority of the Voting Members subject to this Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holder of mortgages encumbering Timber Trace.

35. **Violation or Breach.** In the event of a violation of breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a

trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

36. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

37. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

38. **Consent and Joinder of Lot Owners.** Prior to recording this Supplemental Declaration, the Developer conveyed certain Lots subject to this Supplemental Declaration. By consent and joinder attached hereto, such Lot owners have joined in and consented to the recording of this Supplemental Declaration and have subjected the title to the Lots owned by them to the terms and conditions hereof.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Print Name J. Thomas Gillette III

Print Name Linda Connor Kane

**ATLANTIC GULF COMMUNITIES
CORPORATION**

BY: J. Thomas Gillette III
Its Vice President

(Corporate Seal)

whose address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

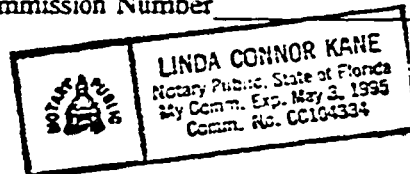
STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 21st day of July, 1993 by J. Thomas Gillette, III, the Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me and who did not take an oath.

Print Name Linda Connor Kane
Notary Public, State of Florida
My Commission Expires: _____
Commission Number _____

12



Prepared by ~~and Return to~~

Linda Connor Kane

Holland & Knight

50 North Laura Street, Suite 3900

Jacksonville, Florida 32202

Recorded in Public Records St. Johns County, 7/28/93

Clerk = 93023649 O.R. 1004 PG 1850 01:12PM 06-05-93

Recording 17.00 Surcharge 2.50

PARTIAL RESCISSION
OF
DECLARATION OF RESTRICTIONS
(Julington Creek Unit One)

THIS PARTIAL RESCISSION is made this 28th day of July, 1993, by ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation authorized to do business in Florida, successor in interest to General Development Corporation "Declarant".

RECITALS:

A. General Development Corporation subjected certain lands owned by it to a Declaration of Restrictions recorded in Official Records Book 649, page 538 of the public records of St. Johns County, Florida as amended in that certain First Amendment to Declaration of Restrictions Covering Julington Creek Unit 1 recorded in Official Records Book 693, page 1000 and Second Amendment to Declaration of Restrictions Covering Julington Creek Unit 1 recorded in Official Records Book 739, page 675, all in the public records of St. Johns County, Florida and collectively referred to herein as "Declaration."

B. Pursuant to the provisions of paragraph 17 of the Declaration, the covenants and restrictions of the Declaration, except as set forth in paragraphs 13 and 14, may be rescinded in whole or in part at any time by the then fee owner of record of a majority of the lots affected by the rescission.

C. On the date hereof, Declarant is the fee simple owner of the lands in Exhibit A attached hereto and made a part hereof ("Declarant's Property").

D. The Declarant desires to partially rescind the Declaration, except for the terms and conditions of paragraph 13 and 14 as amended and hereinafter set forth, with respect to Declarant's Property.

NOW THEREFORE, in consideration of the premises, Declarant hereby rescinds the terms, conditions, covenants and restrictions of the Declaration with respect to the Declarant's Property, which shall be held, occupied, transferred and conveyed free and clear of the terms, conditions, covenants, and restrictions of the Declaration, except for the terms and conditions of paragraphs 13 and 14 thereof which shall remain in full force and effect as follows:

13. Easements. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted in the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. The easement area of each lot, tract or parcel and all permitted improvements within said easement area shall be maintained continuously by the owner of the lot, tract or parcel and all permitted improvements within said

easement shall be maintained continuously by the owner of the lot, tract or parcel, except for those improvements for which a public authority, utility company, Municipal Service Taxing Unit, the Julington Creek Plantation Property Owners' Association, Inc. or the Community Development District is responsible.

14. Utilities. Declarant and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Declarant.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of the Property having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Declarant reserves the right to itself, its successors and assigns to all water rights below 400 feet in depth under all of Julington Creek Plantation.

Provided however, the terms, conditions, covenants and restrictions of the Declaration shall remain in full force and effect with respect to the following described property, commonly known as the "Greens at Julington Creek Plantation":

Lots 1 - 52, Block 5; Lots 1 - 39, Block 6; Lots 1 - 11, Block 7, JULINGTON CREEK, UNIT ONE, according to plat thereof recorded in Map Book 16, page 35 - 51 of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the undersigned sets its hand and seal on the date first above written.

Witnesses:

Print Name John A. [Signature]
 Print Name Linda Connor Kane

ATLANTIC GULF COMMUNITIES
 CORPORATION

By: [Signature]
 J. Thomas Gillette III
 Its Vice President
 (CORPORATE SEAL)

Whose Address is:
1111 Durbin Creek Boulevard
Jacksonville, Florida 32256

STATE OF FLORIDA

O.R. 1004 PG 1852

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 24th day of July, 1993, by J. Thomas Gillene III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in Florida, on behalf of the corporation. He who is personally known to me and who did not take an oath.

(SEAL)


Printed/Typed Name: Linda Connor Kane

Notary Public-State of Florida

Commission Number:

My Commission Expires:

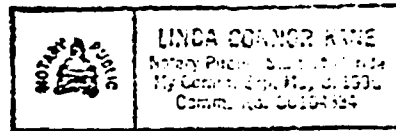


EXHIBIT A

LEGAL DESCRIPTION
OF
DECLARANT'S PROPERTY

O.R. 1004 PG 1853

All the lands described in the plat of JULINGTON CREEK, UNIT ONE, according to plat thereof recorded in Map Book 16, page 35 - 51 of the public records of St. Johns County, Florida.

LESS AND EXCEPT the following lots:

Lots 1 - 52, Block 5; Lots 1 - 39, Block 6; Lots 1 - 11, Block 7, JULINGTON CREEK, UNIT ONE, according to plat thereof recorded in Map Book 16, page 35 - 51 of the public records of St. Johns County, Florida.

Prepared by ~~and Return~~
Linda Connor Kane
Holland & Knight
50 Laura Street Suite 3900
Jacksonville, Florida 32202

Recorded in Public Records St. Johns County, FL
Clerk # 93023648 O.R. 1004 PG 1823 01:11PM 08-05-93
Recording 109.00 Surcharge 14.00

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION OWNERS' ASSOCIATION, INC.**

*in full to
Commenced
8/7/93*

THIS AMENDED AND RESTATED DECLARATION ("Amended Declaration") is made this
24 day of *Aug*, 1993, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a
Delaware corporation, authorized to do business in the State of Florida, successor in interest to General
Development Corporation ("Developer").

RECITALS

A. Developer subjected certain lands owned by it, located in St. Johns County, Florida, to that certain Declaration of Covenants and Restrictions recorded in Official Records Book 655, page 1821 of the public records of St. Johns County, Florida, as amended in First Amendment to Declaration of Covenants and Restrictions of Julington Creek Property Owners' Association, Inc. recorded in Official Records Book 666, page 2039; Second Amendment to Declaration of Covenants and Restrictions of Julington Creek Property Owners' Association, Inc., recorded in Official Records Book 676, page 98; Third Amendment to Declaration of Covenants and Restrictions of Julington Creek Property Owners' Association, Inc., recorded in Official Records Book 802, page 816; Fourth Amendment to Declaration of Covenants and Restrictions of Julington Creek Property Owners' Association, Inc., recorded in Official Records Book 929, page 536, and First Amendment to Fourth Amendment to Declaration of Covenants and Restrictions of Julington Creek Property Owners' Association, Inc. recorded in Official Records Book 990, page 1500, and Partial Termination of Declaration of Covenants and Restrictions of Julington Creek Plantation Owners Association, Inc. recorded contemporaneously herewith; all recorded in the public records of St. Johns County, Florida, collectively referred to as "Declaration."

B. In connection with the development of the land subject to the Declaration, plats were recorded in the public records of St. Johns County, Florida, but no roads, utilities or related infrastructure were constructed for a significant portion of the land subjected in the Declaration.

C. Certain Lands more fully described as:

Lots 1 - 52, Block 5; Lots 1 - 39, Block 6; Lots 1 - 11,
Block 7, JULINGTON CREEK, UNIT ONE, according
to plat thereof recorded in Map Book 16, pages 35 - 51
of the public records of St. Johns County, Florida.

Lots 1 - 21, Block 41; Lot 1 through 24, Block 42,
Lots 1 - 11, Block 43, JULINGTON CREEK, UNIT
FIVE, according to plat thereof recorded in Map Book
17, pages 1 - 21 of the public records of St. Johns

County, Florida, (jointly hereinafter referred to as "The Greens")

have been or will be developed as single family dwellings, many of which have been conveyed to third parties .

D. The property described in Exhibit B attached hereto (the "Additional Property") was withdrawn from the Declaration by the Partial Termination referred to above. Developer may, from time to time add any of the Additional Property (as hereinafter defined) to the Declaration in accordance with the terms and conditions of this Amendment.

E. Further, the Declaration provides for a stated initial rate of assessments payable to Julington Creek Plantation Property Owners' Association, Inc. formerly known as Julington Creek Property Owners' Association, Inc. (the "Association") as well as limitations on the increases in said rate from year to year.

F. At the time the Declaration was recorded, Developer did not contemplate significant "Common Property" thereunder, whether active or passive, the cost and expense of which would be borne solely by all or part of the members of the Association by way of Assessments levied pursuant to the Declaration.

G. Developer now intends, but in no way guarantees, that more significant active and passive Common Property and facilities may be developed, which will benefit all or some of the Property or portions of the Property subject to this Amended Declaration.

H. Because of the foregoing, Developer now desires to provide a mechanism by which assurances can be obtained that the costs and expenses of maintaining and operating any such Common Property can be paid by way of certain Annual General or Neighborhood Assessments to be collected by the Association.

I. The Declaration provided for the establishment of "Business Units" and "Acres" which were subject to assessment and the owners of which were members of the Association. No Business Units or Acres have been established or assessed and the Developer desires to eliminate the concept of Business Units and Acres from this Amended Declaration.

J. Since the time that the Declaration was recorded certain agencies, mortgagees and other entities involved in the development of residential properties have adopted certain rules, regulations and requirements which they require as a part of the terms and conditions of covenants and restrictions governing the development of residential properties. The Developer desires to amend the Declaration to include the requirements of such agencies, including without limitation, the Veteran's Administration ("VA"), Federal Housing Administration ("FHA") and St. Johns River Water Management District ("SJRWMD").

K. Due to the numerous prior amendments constituting the Declaration and the extent of the amendments set forth herein reflecting the changes for the lands subject to this Amended Declaration, the Developer hereby restates the Declaration in its entirety, setting forth all the terms and conditions of the Declaration as amended herein.

L. Pursuant to the provisions of Article VII, Section 1 of the Declaration, the Developer has the right, prior to "Turnover" of control of the Association to amend the Declaration, and the Developer, at the time of recording this Amended Declaration, is the Class B Member having more votes outstanding than the Class A Members and Developer desires to amend the Declaration on the terms and conditions more fully set forth herein.

NOW, THEREFORE, in consideration of the premises, the Developer hereby partially terminates, restates, amends and supplements the Declaration in its entirety as follows:

WITNESSETH

WHEREAS, Developer is the owner of certain real property located in St. Johns County, Florida, in which it desires to create a planned residential community with open spaces and recreational facilities for the benefit of such community; and

WHEREAS, Developer desires to provide for the preservation of values of the lands from time to time subjected to this Amended Declaration and for the maintenance of open spaces and recreational facilities and to this end desires to subject only the real property described in Exhibit A ("Property") together with such additions as may hereafter be made hereto (as provided in Article II) to the covenants, restrictions, easement, charges, fees and liens hereinafter set forth, each and all of which is and are for the benefit of the property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values of said community to create an association to which should be delegated and assigned the powers of maintaining and administering the Common Property and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws of the state of Florida the Association which is a Florida non-profit corporation for the purpose of exercising the functions of the aforesaid.

NOW, THEREFORE, the Developer hereby declares that the Property and such additions thereto as may be made pursuant to Article II hereof is and shall be held, transferred, sold, conveyed, occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

Article I

DEFINITIONS

Section 1. The following words, when used in this Amended Declaration or any Supplemental Declaration, (unless the context shall prohibit) shall have the following meanings:

a. "Additional Property" shall mean and refer to the land more fully described in Exhibit B attached hereto and made a part hereof, any of which may, from time to time, be added hereto and made a part hereof in the manner more fully set forth in Article II.

b. "Common Property" shall mean and refer to those areas of land shown on any recorded subdivision plat or replat of the Property which are intended to be devoted to

the common use and enjoyment of the Owners of the Property or a Neighborhood (as hereinafter defined), or any other property or easement hereafter conveyed to the Association, which may include those parcels or tracts of land, irrespective of ownership, which are dedicated for recreational and/or park areas, open areas, conservation areas, drainage, ingress, egress and rights-of-way, including all improvements, fixtures and personal property located therein and for which the Association has certain maintenance obligations. Provided, however, the listing of the foregoing shall not be deemed a representation or warranty that all of the foregoing Common Property will be provided. The use of the Common Property may be restricted and devoted to the common use and enjoyment of the Owners of the Property or to only the Owners within one or more Neighborhoods and such other persons as may be granted use privileges, as hereinafter described ("Neighborhood Common Property"). The maintenance obligations of the Association may be exercised in conjunction with or enhancement of the maintenance obligations of St. Johns County or other governmental entities.

c. "Neighborhood Common Property" shall mean and refer to the Common Property which is restricted to the common use and enjoyment of the Owners of one or more Neighborhoods.

d. "Property" shall mean and refer to all lands as described in Exhibit A attached hereto and made a part hereof and additions thereto as are added to this Amended Declaration by any Supplemental Declaration under the provisions of Article II hereof.

e. "Association" shall mean and refer to Julington Creek Plantation Property Owners' Association, Inc., a Florida corporation not-for-profit (formerly known as Julington Creek Property Owners' Association, Inc.).

f. "County" shall mean and refer to St. Johns County, Florida.

g. "Developer" shall mean Atlantic Gulf Communities Corporation or any person or entity who may be assigned all or part of the rights of the Developer pursuant to a written agreement executed by the Developer and recorded in the public records of St. Johns County, Florida. In addition, in the event that any person or entity obtains title to all of the Property then owned by the Developer as a result of the foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer by written election recorded in the public records of St. Johns County, Florida, and regardless of the exercise of such election, such person or entity may appoint as Developer or assign any rights of Developer to any third party which acquires title to all or any portion of the Property by written appointment in the public records of St. Johns County, Florida. In any event, any subsequent Developer shall not be liable for any actions or defaults of, or obligations incurred by, any previous Developer, except as may be expressly assumed by the subsequent Developer.

h. "Living Unit" shall mean and refer to any house, apartment, condominium apartment, cooperative apartment, villa, townhouse, patio home, cluster home or the like situated upon the Property designed and intended for use and occupancy as a residence by a single family. A "Living Unit" shall be deemed to exist when a Certificate of Occupancy or equivalent has been issued for a Living Unit or a building in which a Living Unit is located. From and after the issuance of a certificate of occupancy for a Living Unit on a Lot, the Lot shall not be considered separate or a part for purposes of voting or Assessments.

i. "Lot" shall mean and refer to any Lot shown as such on any plat, replat or amended plat of any portion of the Property or any other portion of the Property that contains or is intended to contain a Living Unit which is contiguous to a paved street in which all utilities have been installed to service the Lot.

j. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

k. "Mortgagee" shall mean and refer to any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of an obligation; a holder of a mortgage securing funds for the construction or development of the Property; an insurer or guarantor of such mortgage, including, without limitation, the Veterans Administration ("VA") or Federal Housing Administration ("FHA") or purchaser of such mortgages in the secondary market, including, without limitation, Federal National Mortgage Association ("FNMA") and the Governmental National Mortgage Association ("GNMA") and the Developer if it is holding a first mortgage on any of the Property.

l. "Neighborhood" shall mean and refer to a group of Lots or portion of the Property which is developed as a separate residential community as specified from time to time by the Developer, in a Supplemental Declaration, which Lots and the improvements thereon may require a higher level of maintenance or which have as an appurtenance certain recreational or Common Property which serve only the Owners of such Lots. Lots in a specified Neighborhood may be subject to a separate Neighborhood Declaration or may be subject to a Supplemental Declaration to this Amended Declaration; will be obligated to pay a Neighborhood Assessment for the additional maintenance of the Living Units or the Neighborhood Common Property and may, but are not required to be operated by or subject to the jurisdiction of a Neighborhood Association, all as more fully hereinafter described and as set forth in any Supplemental Declaration as hereinafter described.

m. "Neighborhood Committee" shall mean and refer to the persons elected by the Owners within the Neighborhood, if any, for the purpose of consulting with the Board in certain matters concerning the Neighborhood.

n. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit, but notwithstanding any applicable theory concerning a mortgage encumbering any Lot or Living Unit shall not mean and refer to the Mortgagee, unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu thereof.

o. "Permits" shall mean and refer to any permits, easements or other approvals secured by various governmental agencies and regulatory bodies which govern the development of the Property, including, without limitation, the Permits issued by the Florida Department of Environmental Regulation, Florida Department of Natural Resources, the St. Johns River Water Management District, the Army Corps of Engineers, and the Florida Department of Transportation.

p. "Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events

and appropriate methods to collect, convey, store, absorb, inhibit, use or re-use water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity or quality of discharges from the system as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

Article II

PROPERTY SUBJECT TO THIS AMENDED DECLARATION: ADDITIONS THERETO

Section 1. Property and Termination of Declaration. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Amended Declaration is located in St. Johns County, Florida and is more particularly described as all the land as described in Exhibit A, the same may be amended from time to time, all of which lots and tracts shall hereinafter be referred to as "Property." Any or all of the Additional Property set forth in Exhibit B shall be held, sold, conveyed, occupied or transferred free and clear of the terms and conditions of this Amended Declaration unless and until added hereto and made a part hereof as hereinafter set forth.

Section 2. Common Property. The Developer may, from time to time, designate Common Property by dedication on a plat or replat of the Property, by conveyance or transfer of a fee simple title or an easement to the Association, by an agreement or pursuant to a Supplemental Declaration. The Common Property shall be restricted and devoted to the common use and enjoyment of the Owners of the Property (or in the case of Neighborhood Common Property, to the use of the Owners within one or more Neighborhoods) and such other persons as may be granted membership privileges as hereinafter described subject to the restrictions and reservations hereinafter set forth.

Section 3. Additional Property. Additional Property may become subject to this Amended Declaration in the following manner:

a. **Additions by Persons Other than Developer.** Upon approval in writing of the Association pursuant to a vote of a majority of the Board of Directors, the owner of any lands who desires to add such lands of this Amended Declaration and to subject it to the jurisdiction of the Association may file or record a Supplemental Declaration subjecting such lands to this Amended Declaration, and upon the recording of such Declaration, the lands described therein shall be subject to all terms and conditions of this Amended Declaration.

b. **Addition by Developer.** Developer reserves the right but not the obligation, to file or record Supplemental Declarations from time to time adding all or part of the Additional Property to this Amended Declaration and to subject it to the jurisdiction of the Association. This right may be exercised in the Developer's sole discretion, before or after Turnover of control of the Association and with no requirement of a vote of the membership, Board of Directors or joinder of any other person, entity or Mortgagee.

c. **Effect of Supplemental Declaration.** Provided however, until any part of the Additional Property is subjected to the Amended Declaration by the recording of a Supplemental Declaration, the terms and conditions of this Amended Declaration shall not be deemed an encumbrance on title and any parcel of the Additional Property may be conveyed free and clear of the terms and conditions hereof.

Section 4. Mergers. Upon a merger or consolidation of the Association with another association, as provided in its Articles of Incorporation, its property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association, as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property except as hereinafter provided. In no event shall any merger, consolidation or dissolution of the Association impose upon St. Johns County any responsibility or liability for the enforcement of the covenants and restrictions contained herein or for the maintenance of any Common Property dedicated herein to private use.

Section 5. Supplemental Declarations. Any additions authorized pursuant to Section 3 above shall be made by filing of record of one or more Supplemental Declarations. With respect to any Additional Property added by the Developer, the Supplemental Declaration need only be executed by the Developer and any Owner of the land, if different than the Developer; in the case of Additional Property not added by the Developer, the Supplemental Declaration shall be executed by the president of the Association and the Owner of the land to be added, if not the Association, and shall state that such addition is in accordance with a resolution passed by the Board of Directors of the Association authorizing the addition of the property.

Any Supplemental Declaration may contain additional covenants and restrictions affecting only such Property, and the Supplemental Declarations may contain provisions relating to various types and sizes of housing, including zero lot line Living Units, condominium units and other styles of Living Units which are permitted by the applicable zoning, or may otherwise modify the terms and conditions of the Amended Declaration with respect to the Property added.

In the event that any Supplemental Declaration provides for common maintenance of the Lots or Living Units within a Neighborhood which are not applicable to the Lots and Living Units within other portions of the Property or which create Neighborhood Common Property to serve one or more Neighborhoods, then such Supplemental Declaration may either provide for a separate association or may designate the Association to perform such common maintenance obligations or to own and maintain the Neighborhood Common Property and to collect all costs incurred in connection therewith and to collect "Neighborhood Assessments" as hereinafter defined. Any Supplemental Declaration shall become effective upon being recorded in the public records of the County.

Article III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Memberships. Every person or entity who is an Owner of fee or an undivided fee interest in any Lot or Living Unit which is subject to the Declaration or this Amended Declaration shall be a member of the Association, provided that such person or entity who holds such interest mainly as a security for the performance of an obligation shall not be a member. Provided further that, for so long as Developer owns any portion of the Additional Property, the Developer shall also be a member of the Association.

Section 2. Voting Rights of Members. The Association shall have the following classes of voting membership:

a. Class A - Class A members are those Owners of Lots or Living Units, other than the Developer so long as it is a Class B Member. The Class A Members shall be entitled to one vote for each Lot or Living Unit owned by it, provided that once a Living Unit is constructed, there shall be only one vote for the Lot and Living Unit combined. When more than one person holds such interest in any Lot or Living Unit, all such persons shall be members and the vote for such Lot or Living Unit shall be exercised as they, among themselves, determine but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

b. Class B - The Class B Member shall be the Developer. The Developer shall be entitled to appoint nine (9) votes for each Lot or Living Unit approved under the Julington Creek Development Order, Ordinance No. 82-37, as such shall be amended from time to time, in excess of the Lots and Living Units which are owned by the Class A Members. Provided that the Class B membership shall cease and be converted to Class A membership with same voting rights as Class A members on the happening of the earlier of following events:

- (i) Within one hundred and twenty (120) days after the total votes outstanding in Class A Memberships shall equal the total votes outstanding in Class B Membership;
- (ii) At such earlier time as the Developer in its sole discretion elects to terminate its Class B Membership.

Section 3. Turnover. Until the termination of the Class B Membership ("Turnover") the Developer shall have the right to appoint the Board of Directors. Upon the termination of the Class B membership, then the officers and directors appointed by the Class B Member shall submit their written resignations, the Class A Members shall elect their own officers and directors and assume control of the Association. Provided, however, so long as the Developer is the owner of one Lot or Living Unit subject to this Amended Declaration, it shall be entitled to appoint one member of the Board of Directors, who shall be removable and replaced only the Developer.

At such time as the Developer's directors resign, or the Developer is otherwise obligated or desires to Turnover the control of the Association, it shall be the affirmative obligation of the Class A members to assume control of the Association and to elect the directors. Provided at least thirty days notice of the Developer's decision to cause its directors to resign or to hold the first meeting for the election of directors is given to the members, neither the Developer nor such directors shall be liable in any manner in connection with any such resignation even if the Class A members refuse or fail to assume control at such meeting.

Within a reasonable time after Class A Members first elect new members of the Board of Directors of the Association (but not more than thirty days after such event) the Developer shall relinquish control of the Association and shall deliver to the Association title to all property to be owned or controlled by the Association then held by or controlled by the Association.

PROPERTY RIGHTS AND COMMON PROPERTY

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3, every member subject to Assessments as provided in Article V, Section 4 hereof, his guests, invitees and mortgagees shall have a right and easement of enjoyment in and to the Common Property for all proper and reasonable purposes and such easement shall be appurtenant to and shall pass with the title to every Lot and Living Unit. Provided, however, to the extent that any Common Property is restricted solely for the use and benefit of the Owners within a specified Neighborhood(s), the use and enjoyment of such Neighborhood Common Property shall be restricted to those Owners within the Neighborhood(s) and the expenses of owning and maintaining same shall be assessed solely against the Owners within the designated Neighborhood(s). Provided however, there shall be no absolute liability of Owners for damage to the Common Property or Lots within the Property.

Section 2. Title to the Common Property. The Developer may retain the legal title to the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its successors and assigns that subject to the foregoing it shall convey the Common Property to the Association not later than Turnover, free and clear of all monetary liens and encumbrances, except real property taxes for the year in which the conveyance takes place, covenants, conditions and restrictions of records and any easements granted or reserved by the Developer pursuant to Section 4 of this Article. Upon such conveyance the Association shall be obligated to accept such conveyance and any such conveyance shall be "as is". Any other person may also convey land to the Association as Common Property but the Association shall not be obligated to accept such conveyance unless approved by the Board. Further, to the extent required in order to obtain mortgages insured or guaranteed by the VA or FHA, the Developer shall convey applicable Common Property to the Association prior to the first mortgage in the plat being insured or guaranteed by FHA or VA.

Section 3. Use of Common Property for Stormwater Management System. Certain Common Property is or may be designated on the plats, in any Supplemental Declaration or in Permits for the development of such Common Property to form a part of the Stormwater Management System. It was originally intended that the Stormwater Management System would be maintained by the Municipal Service Taxing District created pursuant to Ordinance #82-17 by St. Johns County ("MSTU"). In connection with the development of the Property, it has been determined that certain portions of the Stormwater Management System may be more appropriately maintained by the Association or the Community Development District, as hereinafter defined. Such determination in no way limits any further determination with respect to the future obligations of the MSTU.

Therefore, at the time of recording this Amended Declaration, the MSTU is obligated pursuant to the dedications set forth in some of the plats, to be responsible for all operational maintenance activities necessary for the Stormwater Management System, including, without limitation, any obligations under applicable Permits, to keep the Stormwater Management System in proper and operational order including all routine maintenance activities and any special repair activities. The MSTU shall maintain and control the water level and quality of the Stormwater Management System and shall maintain the bottoms of any lakes or retention areas in the System. The MSTU has the power, obligation and responsibility, as required by the permits, to control plants, fowl, reptiles, animals, fish and fungi in and on any portion

of the Stormwater Management System. The Developer reserves the right to assign some or all of the obligations presently vested on the MSTU to the Association or to a Community Development District on such terms and conditions as it determines and as is permitted under any part of the Permits. Irrespective of the ownership of the fee simple title to any portion of the Stormwater Management System it is understood and acknowledged that the Stormwater Management System is to be operated as one unified system and an easement is hereby created over all the Property for surface water drainage and for the installation and maintenance of storm water management system for the whole Property.

The owner of the land adjacent to any edge of any lake, canal or other water body forming a portion of the Stormwater Management System ("Adjacent Owner") shall maintain the embankment to the water's edge as such level shall rise and fall from time to time irrespective of ownership of the lands being maintained. Maintenance of the embankment shall be conducted so that the grass planting or other lateral support of the embankment shall exist in a clean and safe manner and so as to prevent erosion. If an Adjacent Owner shall fail to maintain the embankment, the Association shall have the right, but not the obligation, to enter onto the Adjacent Owner's property and perform the maintenance at the expense of the Adjacent Owner which expense shall be a Special Assessment against the Adjacent Owner and his Lot or Living Unit.

To the extent not provided by the MSTU or a Community Development District, the Association shall be responsible for the routine mowing of all portions of the Stormwater Management System which are not filled with water, including swales and dry retention areas, except those swales and dry retention areas located within the boundaries of a Lot. Provided however, neither the Association or any Owner shall mow or otherwise disturb any wetlands which constitute a part of the Stormwater Management System. The Association shall be responsible for the routine removal and disposal of trash which may accumulate within the Stormwater Management System. If certain portions of the Stormwater Management System are contained within a Lot, then the Owner of such Lot shall provide routine maintenance as a part of the Owner's maintenance of his Lot, including trash removal. In the event the Owner fails to provide such maintenance, then the Association may, but shall not be obligated to perform or cause such maintenance to be performed, at the Owner's costs and expense, as a Special Assessment.

In connection with the undertaking of all maintenance obligations as set forth herein, the MSTU, the Association or the Community Development District is hereby granted an easement running landward to the top of bank from the water's edge for the purpose of access to the Stormwater Management System to undertake its management. In addition, any Owner is hereby granted an easement of not more than five feet (5') over the water from the water's edge to perform such maintenance as it is required to perform hereunder.

In the event that the Developer or the Association, shall construct any bridges, docks, bulkheads or other improvements which may extend over or into the lakes or any portion of the Stormwater Management System or construct similar improvements to support or enhance the Stormwater Management System, the Association shall maintain any and all such improvements in good repair and condition. No Owner, except the Developer, its designee or the Association shall be permitted to construct any improvement, permanent or temporary, on, over or under any portion of the Stormwater Management System, without the written consent of the Developer or the written consent of the Association which consent may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Association and installed by an Owner shall be maintained by such Owner in accordance with maintenance provisions of this Amended Declaration.

In connection with the use of any portion of the Stormwater Management System, the following restrictions shall apply:

a. No motorized or power boats shall be permitted on any water body or retention pond within the Stormwater Management System, with the exception of boats used for maintenance thereof.

b. No bottles, trash cans or garbage of any kind or description shall be placed in any portion of the Stormwater Management System.

c. No activity shall be permitted on any portion of the Stormwater Management System which may become an annoyance or a nuisance to the adjacent property and the Owners thereof. The Association's determination of whether any activity constitutes an annoyance or a nuisance shall be dispositive.

d. No person or entity except the Developer or the Association, shall have the right, to pump or otherwise remove any water from any portion of the Stormwater Management System for the purpose of irrigation or for other use, without the consent of the Association.

e. The Board shall be entitled to establish, amend or modify rules and regulations governing the use of the Stormwater Management System as the Board deems necessary or convenient.

f. In connection with the replating of any portion of the Property or obtaining the Permits necessary to build the Stormwater Management System, the Developer may assume or may be required to assume certain obligations for the maintenance of the Stormwater Management System. The Developer hereby assigns to the Association and the Association hereby assumes all the obligations of the Developer under any plat, Permits or any applicable governmental regulations for any and all obligations for the maintenance of the Stormwater Management System (except the maintenance performed by the MSTU and the maintenance of the banks which shall be the responsibility of the Adjacent Owner). The Association further agrees that, in connection with such assignment, it shall indemnify and hold the Developer harmless in connection with loss of life, bodily or personal injury or property damage or other damage arising from or out of any occurrence in, on, upon, at or from the maintenance of the Stormwater Management System, occasioned wholly or in part by the act or omission of the Association or its agents, contractors, employees, servants or licensees, but not including any liability occasioned wholly or in part by the acts of the Developer, its successors, assigns, agents or invitees.

g. All Owners shall have a perpetual non-exclusive easement for enjoyment and use of any lake or wetland forming a part of the Stormwater Management System together with an easement for ingress and egress at the locations so designated by the Association. The foregoing easement shall be subject to the rules and regulations as set forth herein and as adopted by the Association from time to time, and subject to the Permits.

Section 4. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. The right of the Developer and of the Association, in accordance with the Articles and Bylaws, to borrow money for the purpose of improving the Common Property and after the termination of the Class B Membership, to mortgage the Common Property with the consent of two thirds of the Board of Directors. In the event of default under such mortgage, the lender's rights hereunder shall be limited to a right after taking possession of such Common Property to charge admission and other fees as a condition to continued enjoyment by the members, and, if necessary, to open the enjoyment of such Common Property to a wider public until the mortgage is satisfied, whereupon possession of such Common Property shall be returned to the Association and all rights of the members hereunder shall be fully restored; and

b. The right of the Association to take such steps as are reasonable necessary to protect the Common Property against foreclosure; and

c. The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment and voting rights of any member for any period during which such Assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

d. The right of the Association to charge a reasonable admission or other fees for the use of the Common Property, as provided in Section 8 of this Article; and

e. The right of individual members to the exclusive use of parking spaces as provided in Section 5 of this Article; and

f. The drainage and temporary retention of stormwater runoff uses of the Common Property as referred to in Section 3 of this Article and elsewhere herein; and

g. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agencies, authority or utility, subject to the acceptance of such dedication or transfer by the public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer or termination as to the purposes or as to the conditions hereof shall be effective unless an instrument signed by the President and Secretary of the Association be recorded certifying that such action was passed by a majority of all votes cast in person or by proxy, as more fully set forth in the Articles of Incorporation.

h. The use of Neighborhood Common Property shall be restricted to Owners within the Neighborhood(s) who are given the right to use of same pursuant to any Supplemental Declaration.

Section 5. Parking Rights. The Association may designate or maintain upon the Common Property certain parking spaces for the exclusive use of members, their families and guests. The use of such parking space by any other person may be enjoined by the Association or the members entitled thereto. No parking shall be permitted in other than the designated areas.

Section 6. Utility Easements. The right to grant utility easements is reserved unto the Developer until the date on which control of the Association is turned over to the Class A members as provided in Article III, Section 3 hereof, thereafter, the Association, through its Board of Directors, shall have the

right to grant easements for installation and maintenance of public utilities and temporary roads on the Common Property in addition to those already reserved. No such grant shall require the removal or relocation of any improvements existing on the Common Property on the date of the grant.

Section 7. Association Right to Grant Easements. Without limiting the rights of the Developer hereunder, the Association, by majority vote of the Board of Directors, has the non-exclusive right to grant permits, licenses and easements over the Common Property for utilities, road and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

Section 8. Admission Fees. The Association may charge reasonable admission and other fees as a condition of use of the recreational facilities by the members. The Association may open enjoyment of such facilities to the general public upon the payment of such admission or other fees as are generally established from time to time.

Article V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as provided elsewhere herein, the Developer for each Lot or Living Unit owned by it within the Property hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed or other conveyance, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association all assessments levied by the Association which are applicable to such Lot or Living Unit, including, without limitation:

- a. Annual General Assessments.
- b. Special Assessments.
- c. Capital Improvements Assessments.
- d. Neighborhood Assessments.

The foregoing assessments (collectively, the "Assessments") shall be fixed, established and collected from time to time as hereinafter provided. Such Assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot or Living Unit against which such Assessment is made. Such Assessments, together with interest thereon and the cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of the Lot or Living Unit at the time when the Assessments fell due, except as provided in Section 10 hereof. All Lots and Living Units and the Owners thereof shall be subject to and liable for Annual General Assessments, Special Assessments and Capital Improvement Assessments. Only the Lots and Living Units and the Owners thereof within any particular Neighborhood shall be subject to and liable for Neighborhood Assessments for that Neighborhood. No Mortgagee shall be required to collect Assessments on behalf of the Association and unless specifically set forth in the Mortgage on a Lot or Living Unit, the failure to pay Assessments shall not constitute a default under any Mortgage.

Section 2. Purpose of Assessments.

O.R. 1004 PG 1836

a. **Annual General Assessments.** The Annual General Assessments levied by the Association shall be paid by all Owners and shall be used for maintenance of the improvements of the Common Property, including, without limitation, the Stormwater Management System, rights-of-way, signage, landscaping, irrigation, lighting, any recreational facilities and for services and facilities devoted to the use and enjoyment of the Common Property, which purposes shall include payment of taxes and insurance of the Common Property and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof as well as for the purposes specifically set forth herein. Annual General Assessments shall also be used for the maintenance and repair of standard signage, entry features, irrigation, lighting and landscaping installed at the entrance of each community within the Property.

The Association shall establish and maintain a reserve fund in an amount as it deems reasonable to provide for the periodic maintenance, repair, replacement or improvement to the Common Property, which reserves shall be a part of the Annual General Assessments.

b. **Neighborhood Assessments.** The Neighborhood Assessments levied by the Association for any Neighborhood shall be used for that Neighborhood and may be used for the purposes of:

- (i) improvement and maintenance and operation of the Neighborhood Common Property, including all costs thereof for operation, repair, and replacement, including, without limitation, any upgrade or non-standard entrance signage or features within the Neighborhood, lighting, irrigation, landscaping, recreational or decorative facilities and any improvements designated for the sole use of the Owners within the Neighborhood;
- (ii) upgraded maintenance or upgraded services to Owners with the Neighborhood, for example, landscape services, painting or maintenance of housing exteriors; and
- (iii) for such other purposes as are set forth in the Supplemental Declaration establishing the Neighborhood.

c. **Special Assessments.**

- (i) **Individual Special Assessments.** The Association, through its Board of Directors, shall have the right to levy Special Assessments against an Owner(s) to the exclusion of other Owners for the repair and replacement of damage to any portion of the Common Property or Neighborhood Common Property (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his family, tenants or invitees or for failure of such Owner to maintain his Lot or Living Unit in the manner required herein. Any Special Assessment shall be subject to all of the applicable

provisions of this Article including, without limitation, lien filings and foreclosure procedures, late charges and interest. Any Special Assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing the Special Assessment.

- (ii) Special Assessments for Emergency or Capital Improvements. The Association may levy, in any Assessment year, a Special Assessment applicable to the time required for payment, for the purpose of defraying, in whole or in part, the cost or expenses arising from an emergency or other unforeseen circumstances or the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including necessary fixtures, personal property related thereto, provided that any such Assessment (except in the event of an emergency) shall have the assent of two thirds (2/3) of the votes of the Board of Directors. Written notice of the meeting of the Board of Directors for such purpose shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Similarly, the Association shall have the right to levy such a Special Assessment against the Owners of the Lots in a Neighborhood for costs arising from an emergency or for the repair or reconstruction or a capital improvement to the Neighborhood Common Property. Such Neighborhood Special Assessment shall be approved by two thirds of the votes of the Board of Directors (except in the case of any emergency). Written notice of the meeting of the Board of Directors for such purposes shall be sent to all Members who are owners within the Neighborhood(s) at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 3. Date of Commencement of Assessments; Due Dates. The Annual General Assessments and Neighborhood Assessments provided for in this Article shall commence on the first day of January of each year and shall be applicable through December 31 of each year. The Annual General Assessments and Neighborhood Assessments may be payable monthly, quarterly or annually as the Board of Directors may from time to time determine.

The amount of the first Annual General Assessment or Neighborhood Assessment for each Lot or Living Unit, upon the conveyance to a third party, shall be an amount which bears the same relationship to the Annual General or Neighborhood Assessment as the number of months remaining in such year (from and including the month of the Date of Commencement) bears to twelve.

The due date of any Special Assessment shall be fixed in the Board resolution authorizing such Assessment.

Section 4. Basis and Maximum of Annual General Assessments.

- a. At least 30 days prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year, which shall estimate all of the expenses to be incurred during

the fiscal year. In determining the budgets for any fiscal year, the Board may take into account the existing Common Property to be maintained, as well as any additional Common Property to be added during such fiscal year as well as all costs of operating the Association. The Board shall then establish the per Lot and per Living Unit Assessment pursuant to the budget, which Assessment shall in no event be greater than the Maximum Annual General Assessment as hereinafter set forth. In setting the actual Annual General Assessment for each assessment type for each year the Board shall maintain the relative basis between the categories, i.e. a Lot shall be deemed equal one assessment unit and a Living Unit shall be deemed equal to two assessment units. To calculate the Annual General Assessment the Board shall calculate the number of assessment units for all the Lots and Living Units within the Property as of the commencement of the fiscal year using the foregoing multiples and the Board may also consider any Additional Property, Lots or Living Units anticipated to be added during the fiscal year. The total estimated expenses for the fiscal year shall be divided by the total assessment units for the developed Lots and Living Units to establish the per unit Assessment. The per unit assessment shall be the Annual General Assessment for Lots, two times the per unit assessment shall be the Annual General Assessment for Living Units, subject to the maximums hereinafter set forth.

b. Maximum Annual General Assessment.

Except as hereinafter provided for The Greens, the maximum Annual General Assessment until January 1, 1994, shall be

i.	Lot	\$ 180.00
ii.	Living Unit	\$ 360.00

From and after January 1, 1994, the maximum Annual General Assessment may be increased by the Board, but such increase in any year may not be more than fifteen (15%) percent above the maximum assessment for the previous year unless approved by a majority of all votes cast, in person or by proxy, in the manner as more fully set forth in the Articles of Incorporation.

The Board of Directors may fix the Annual General Assessment at an amount not in excess of the maximum as established pursuant hereto.

c. The Greens

It is acknowledged that the assessment provisions for The Greens were established by the Declaration as originally recorded and the Owners of Lots in The Greens purchased their Lots and Living Units in reliance with the terms thereof. Accordingly, the foregoing provisions of Section 4(b) do not apply to the Lots or Living Units within The Greens. The maximum Annual General Assessment for 1993 for the Lots within The Greens shall be as follows:

i.	Lot	\$ 50.00
ii.	Living Unit	\$ 90.00

The foregoing Maximum Annual General Assessments for The Greens may be adjusted by approval of a vote of two-thirds of the votes of the members within The Greens or, at the discretion of the Board of Directors, the maximum Annual General Assessment may be

increased annually, provided, however, that such increase made by the Board of Directors shall not be in excess of fifteen percent (15%) above the Annual General Assessment for the previous year.

Section 5. Neighborhood Assessments. The Board of Directors shall establish, from time to time, any Neighborhood Assessments to be calculated as set forth in the Supplemental Declaration establishing such Neighborhood. Prior to establishing the Neighborhood Assessments the Neighborhood Committee may, if appointed, submit a proposed budget for the Neighborhood Assessment to the Board. The Board shall review the budget and if it deems it reasonable shall adopt the budget so proposed and levy the Neighborhood Assessment in accordance therewith.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the Annual General or Neighborhood Assessment against the Lots and Living Units for each Assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots or Living Unit Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner for a proper purpose.

Written notice of the Assessment shall thereupon be sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to Special Assessments. In the event no such notice of the Assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until such notice is sent in the manner provided for herein.

The Association shall, upon demand at any time, furnish to any Owner liable for an Assessment, a certificate in writing signed by an officer of the Association, setting forth whether such Assessment has been paid as to any particular Lot or Living Unit. Such certificate shall be conclusive evidence of payment of any such Assessment to the Association therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the Assessments (or installments) provided for herein are not paid on the date(s) when due, then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest and the costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot or Living Unit (except the Developer) which shall bind such Lot or Living Unit in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 10 of this Article to the contrary, the personal obligation of the then Owner to pay such Assessment shall pass to his successors in title and recourse may be had against either or both. Each Lot or Living Unit Owner (except the Developer) agrees and understands that it shall be liable for and promptly pay as and when due to the Association all Assessments as provided herein in the Articles of the Association and the Bylaws.

Each Lot or Living Unit Owner agrees and understands that in the event that the Lot or Living Unit Owner fails to make a payment as and when due, the Association shall have the right to record a lien against the Lot or Living Unit Owner's Lot or Living Unit in the form of a statement signed by the President, Vice President or Attorney of the Association in recordable form. The Association shall have the right to enforce the lien in the manner provided under Florida law for foreclosure of mortgage liens. The Lot or Living Unit Owner shall pay interest on the amount owed at the highest rate permitted by law and all court costs and attorney's fees incurred in collection, as well as all fees incurred in foreclosure.

of such lien. This lien shall be subordinate to the lien of mortgages recorded prior to the recording of the lien hereunder and shall also be subordinate to a deed given to a mortgagee if and only if given in lieu of foreclosure of such prior recorded mortgage and in full satisfaction thereof. The personal obligation of the then Owner to pay such Assessment, however, shall remain as a personal obligation for the statutory period. Provided however, no voluntary sale of any Lot or Living Unit shall be effective nor any marketable title be conveyed unless and until the seller has obtained from the proper officers of the Association, a certificate, in recordable form, attesting to the fact that the seller has paid all Assessments to date. If no such certificate is obtained and recorded, the purchaser shall be conclusively presumed to have assumed such past Assessments and shall become forthwith liable therefor. If the Assessment is not paid within thirty (30) days after delinquency date, the Assessment shall bear interest from the date of delinquency at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally liable to pay the same or to foreclose the lien against the Property and there shall be added to the amount of such Assessment the cost of preparing and filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the Assessment as provided above and a reasonable attorney's fees to be fixed by the Court together with the cost of the action.

Section 8. Subordination of the Lien to the Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages held by Mortgagees now or hereafter placed upon the Property subject to Assessments; provided however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of a Lot within the Property pursuant to a decree of foreclosure or deed in lieu thereof. Such sale or transfer shall not relieve the Property from liability from any Assessments thereafter coming due nor from the lien for such subsequent Assessments, which will be subordinated to the lien of any Mortgage thereafter placed upon the Property and held by a Mortgagee.

Section 9. Exempt Property. The following property subject to this Amended Declaration shall be exempt from the Assessments, charges and liens created herein: (a) all Property to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; and (b) all Common Property; however, the Common Property shall be subject to the St. Johns County taxes, Municipal Taxing District taxes and special assessments.

Section 10. Developer's Assessments. Notwithstanding the foregoing, until such time as Developer is no longer the Class B member, or until Developer notifies the Association in writing that Developer elects to pay Annual General Assessments and/or Neighborhood Assessments for the Lots or Living Units it owns, Developer shall not be liable for Annual General Assessments and/or Neighborhood Assessments for Lots or Living Units it owns, but in lieu thereof, Developer shall be responsible for Common and Neighborhood Expenses actually incurred by the Association in excess of the income receivable by the Association. In any event, during the period when the Developer is not liable for Assessment, the Association will not be required to fund the portion of any reserve account reflected in the budget which is attributable to any Lots or Living Units owned by the Developer. Notwithstanding the foregoing, in the event the Association incurs any expense not ordinarily anticipated in the day to day management and operation of the Property, including without limitation, expenses incurred in connection with lawsuits against the Association or incurred in connection with damage to property, or injury or death or any person, which are not covered by insurance proceeds, the liability of Developer for such expenses shall not exceed the amount the Developer would be required to pay if it was liable for Assessments as any other Owner and any excess amount payable by the Association shall be assessed to the other Owners.

Further, during the period when the Developer is not liable for Assessments but is funding the deficit as provided above, the Developer may exempt any builder that owns any portion of the Property from payment for any unbuilt Living Units, model homes or unsold "spec" homes on such terms and conditions as may be agreed upon between the Developer and the builder.

Section 11. Association Funds. The portion of all Assessments collected by the Association for reserves for future expenses relating to the Common Property, and the entire amount of all Special and Capital Improvement Assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Article VI

COMMON PROPERTY MAINTENANCE

Common Property maintenance and Common Expenses may include but is not necessarily limited to the following items:

- a. Operating and maintaining certain specific areas for the benefit of the Owners, including without limitation, tennis courts, swimming pools, playing fields and playgrounds;
- b. Maintaining unkept land or trees;
- c. Fixing and collecting Assessments to be levied against the Property.
- d. Enforcing any and all covenants, restrictions and agreements applicable to the Property;
- e. Paying taxes and insurance, if any, on the Common Property and facilities located thereon;
- f. Maintaining the grounds of the Common Property, including mowing, fertilizing, applying insecticides;
- g. Cleaning and maintaining parking lots, if applicable;
- h. Removing waste from the Common Property;
- i. Maintaining perimeter walls, if applicable;
- j. Paying utility costs for the Common Property including water, sewer and electricity;
- k. Paying for other miscellaneous services which may be required such as exterminating service, security, maintenance, and fire extinguisher services;
- l. Maintaining reserves for future maintenance and repairs;

m. Maintaining private streets and roads, if any;

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n. Maintaining the Stormwater Management System in a manner so as to allow the Stormwater Management System to provide drainage, water storage, conveyance of other stormwater management capabilities as permitted by the SJRWMD and fixing the portion of the assessments required to perform such maintenance. Any repair or reconstruction of the Stormwater Management System shall be as permitted, if modified, and as approved by the SJRWMD;

o. Maintaining swimming pools, if applicable, including cleaning, chemicals, maintenance of pumps, pool heater, including gas and maintenance of heating pumps and providing for lifeguards and management of the facility;

p. Maintaining air conditioning of recreational building, if applicable;

q. Insofar as permitted by law doing any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the Owners of the Property.

Article VII

GENERAL PROVISIONS

Section 1. Amendments.

a. Anything in this Amended Declaration to the contrary notwithstanding, this Amended Declaration and any Supplemental Declaration hereto may be amended from time to time by the Developer prior to Turnover of control of the Association.

b. After Turnover, the Association may amend this Amended Declaration or any Supplemental Declaration by recording among the public records of St. Johns County, Florida, an instrument executed by the President and attested to by the Secretary of the Association that the amendment was approved by a majority of all the votes of all Members entitled to vote, as more fully set forth in the Articles of Incorporation. Provided however, that so long as the Developer owns any portion of the Property or the Additional Property, no such amendment may be made by the Association without the written consent of the Developer.

c. Any amendment to this Amended Declaration or a Supplemental Declaration which alters the Storm Water Management System, beyond maintenance in its original condition, including the Storm Water Management portion of the Common Property, must have the prior approval of the SJRWMD.

d. Any Supplemental Declaration creating one or more Neighborhood(s), or any provisions of any Supplemental Declaration affecting only one or more Neighborhoods, may be amended by the Developer so long as the Developer owns any portion of the property within the applicable Neighborhood(s), unless otherwise provided in the Supplemental Declaration. Thereafter, in the event that a proposal is made to amend a Supplemental Declaration which encumbers only specific property and does not affect the rights or obligations

of Owners not subject to such Supplemental Declaration, then an amendment to such Supplemental Declaration shall be made if approved by the majority of all Owners subject to such Supplemental Declaration. Upon such approval, the amendment shall be evidenced by recording a certificate of the Association, executed by the president, setting forth the amendment to the Supplemental Declaration.

e. If any mortgage encumbering any Lot is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then the following action, if made by the Developer while the Developer is the Class B Member, must be approved by either such agency; (i) any annexation of additional property, except for the property described in Exhibit B attached hereto; (ii) any mortgage, transfer or dedication of any Common Property, any amendment this Amended Declaration, the Articles of the Bylaws, if such amendment materially and adversely affects the Owners of materially and adversely affects the general scheme of development created by this Amended Declaration, provided however, such approval shall specifically not be required where the amendment is made to add any property described in Exhibit B, or to correct errors or omissions, or as required to comply with the requirements of any Mortgagee, or as required by any governmental authority; (iii) any amendment to this Amended Declaration or any Supplemental Declaration or (iv) any merger, consolidation or dissolution of the Association. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to the Developer or to the Association within 30 days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of the Developer or the Association that the approval was given or deemed given.

Section 2. Duration. The covenants and restrictions of this Amended Declaration shall run with and bind title to the Property and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Amended Declaration and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of this Amended Declaration as recorded unless the same shall be amended and modified or revised as provided herein. Thereafter and after the expiration of the said initial twenty year period, said covenants shall automatically be extended for successive ten year periods unless amended, modified, terminated or revised as provided in Section 1 of this Article.

Section 3. Notices. Any notice required to be sent to an Owner under the provisions of this Amended Declaration shall be deemed to have been properly sent when mailed, post paid to the address of the Living Unit, or the last address of the person, who appears as the owner in the records of the Association at the time of such mailing.

Section 4. Enforcement. Enforcement of this Amended Declaration may be made by the Association, the Developer, or any Owner and shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce and lien created by these covenants and restrictions; any failure by the Association, Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, Developer shall have the right wherever there shall have been built on any Lot or any structure which is in violation of this Amended Declaration, to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner; such entry and abatement or removal

shall not be deemed a trespass. In connection with any action taken under this Amended Declaration, in order to enforce a compliance with the terms and conditions hereof, the prevailing party shall be entitled to its attorneys' fees prior to or at trial, on appeal or in bankruptcy.

The St. Johns River Water Management District shall have the right to enforce legal proceedings at law or in equity, the provisions contained in this Amended Declaration which relate to the maintenance, operation and repair of the Stormwater Management System. All other provisions may be enforced by an Owner, the Developer or the Association.

Section 5. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision hereof, shall remain in full force and effect.

Section 6. Information. The Association is required to make available to Lot or Living Unit Owners and Mortgagees current copies of the Amended Declaration, Bylaws or other rules concerning the Property and the books, records and financial statements, if any, of the Association. "Available" means available for inspection upon request during normal business hours or under other reasonable circumstances.

Section 7. Mortgagees' Notices. Upon written request to the Association, identifying the name and address of the Mortgagee, and the property number or address of the Lot or Living Unit on which such Mortgagee has a mortgage, any such Mortgagee shall be entitled to:

- a. timely written notice of any condemnation or casualty loss which effects the material portion of the Property on which there is a mortgage held by Mortgagee;
 - (i) any delinquency on the payment of Assessments owed by an Owner subject to a mortgage held by a Mortgagee which remains uncured for a period of sixty (60) days;
 - (ii) any lapse or material modification of any insurance policy or fidelity bond maintained by the Association;
 - (iii) any proposed action which will require the consent of a specified percentage of Mortgagees; and
- b. no Mortgagee shall be required to collect Assessments under the terms of its mortgage and failure to pay Assessments shall not be a default under the mortgage unless the Mortgagee so provides under the terms of its mortgage.
- c. copies of any financial statement for the immediately preceding year.

Section 8. Insurance and Fidelity Bonds. The Association has a duty to maintain in effect casualty and liability insurance and fidelity bond as specified in Section 803.07 of the FNMA conventional home mortgage selling contract supplement.

Section 9. Community Development District. The Developer has reserved the right but not the obligation, to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 which may provide for the purposes of funding the construction of infrastructure for off-site

improvements of the Property and for ongoing maintenance of wetlands, conservation areas, lakes and drainage areas and the cost of electrical services for street lighting. It is understood and agreed that no Owners within The Greens or the First Replat in Julington Creek Unit One will be required to be a part of any Community Development District. Provided, however, any other Owners of Property may be required to be a part of the Community Development District if the Community Development District is created subsequent to conveyance of title.

If the Community Development District is created then certain maintenance and operation obligations of the MSTU or Association with respect to the Common Property may be transferred to the Community Development District and upon such transfer then the Class "A" members shall be billed as provided in the Statute and shall be responsible for payment of then applicable individual shares to the Community Development District. Without limitation, any other provision hereof the Developer reserves the right to modify or amend this Amended Declaration to assure that all terms and conditions hereof are consistent with the terms and conditions of any governmental order creating the Community Development District.

Article VIII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Appointment of the Architectural Control Committee ("ACC"). So long as the Developer owns any of the Property, the architectural review of the Living Units initially constructed on any Lot shall be solely vested in the Developer. The Developer shall further have the right to appoint the ACC prior to Turnover of the Association and thereafter the ACC shall be appointed by the Board of Directors. The ACC was formerly named "Environmental Control Committee" in the Declaration as originally recorded, provided however, from the date of recording of this Amendment, it shall be referred to as the Architectural Control Committee ("ACC"), which ACC shall consist of three or more members.

Section 2. Review by ACC. The operation of the ACC and the process of approval of improvements is more fully set forth in a Supplemental Declaration applicable to each portion of the Property.

IN WITNESS WHEREOF, the undersigned sets its hand and seal on the date first above written.

Signed, sealed and delivered
in the presence of:

ATLANTIC GULF COMMUNITIES CORPORATION

Print Name [Signature]

BY:

J. Thomas Gillette III
Its Vice President

Print Name [Signature]

(Corporate Seal)

whose address is:

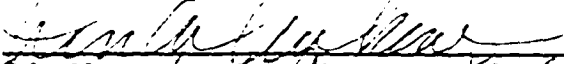
1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

STATE OF FLORIDA

COUNTY OF ST. JOHNS

O.R. 1004 PG 1846

The foregoing instrument was acknowledged before me this 25th day of July, 1993, by J. Thomas Gillette III, the Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in the state of Florida, formerly known as General Development Corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.


Print Name Linda Connor Kane
Notary State of Florida
My Commission Expires: _____
Commission Number: _____

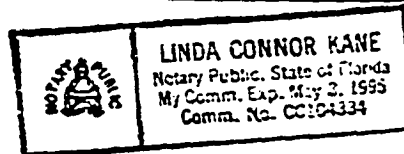


EXHIBIT A

PROPERTY

O.R. 1004 PG 1847

Lots 1 - 52, Block 5; Lots 1 - 39, Block 6; Lots 1 - 11, Block 7, all tracts in JULINGTON CREEK, UNIT ONE, according to plat thereof recorded in Map Book 16, pages 35 - 51 of the public records of St. Johns County, Florida.

Lots 1 - 21, Block 41; Lot 1 through 24, Block 42, Lots 1 - 11, Block 43, all tracts in JULINGTON CREEK, UNIT FIVE, according to plat thereof recorded in Map Book 17, pages 1 - 21 of the public records of St. Johns County, Florida.

EXHIBIT B

ADDITIONAL PROPERTY

O.R. 1004 PG 1848

Julington Creek, Unit One, through Julington Creek, Unit Six, subdivisions according to plats thereof as recorded sequentially in Map Book 16, pages 35 through 111 and Map Book 17, pages 1 through 52 of the public records of St. Johns County, Florida.

Julington Creek, Unit Seven, and Julington Creek, Unit Eight, subdivisions, according to plats thereof as recorded sequentially in Map Book 18, pages 6 through 51 of the public records of St. Johns County, Florida.

and

Julington Creek, Unit Nine, a subdivision, according to plat thereof as recorded sequentially in Map Book 18, pages 77 through 121 of the public records of St. Johns County, Florida.

Less and except those lands conveyed to Julington Creek, Ltd. pursuant to that certain Warranty Deed recorded in Official Records Book 929, page 707, the legal description of which was corrected by Quit-Claim Deeds recorded in Official Records Book 983, page 1496; Official Records Book 990, page 1404, Official Records Book 990, page 1414, all of the public records of St. Johns County, Florida.

and

Further less and except The Greens, more fully described as follows:

Lots 1 - 52, Block 5; Lots 1 - 39, Block 6; Lots 1 - 11, Block 7, JULINGTON CREEK, UNIT ONE, according to plat thereof recorded in Map Book 16, pages 35 - 51 of the public records of St. Johns County, Florida.

Lots 1 - 21, Block 41; Lot 1 through 24, Block 42, Lots 1 - 11, Block 43, JULINGTON CREEK, UNIT FIVE, according to plat thereof recorded in Map Book 17, pages 1 - 21 of the public records of St. Johns County, Florida.

and

Further less and except the Mill Creek Parcel, more fully described as follows:

JAX-39835.16
37534-3

Part of Section 57, Rebecca Pengree Grant, Township 4 South, Range 27 East, Portions of Section 38, William Harvey Grant, Section 39, F. P. Fatio Grant, Section 42, Rebecca Pengree Grant, all being in Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the line dividing Section 39 and Section 42 with the Southeasterly line of Section 38 aforementioned, run thence South $40^{\circ} 10' 48''$ East along the dividing line of Sections 39 and 42, a distance of 945.12 feet more or less to the Westerly Right of Way line of State Road No. 13, as now established as a 100 foot Right of Way, said point lying and being in a curve concave Westerly, having a radius of 2814.70 feet for the point of beginning; thence in a Northerly direction along the arc of said radius and Westerly Right of Way line of State Road No. 13, an arc length of 229.86 feet, said arc being subtended by a chord bearing North $21^{\circ} 07' 03''$ East; a chord distance of 229.8 feet; thence North $53^{\circ} 25' 45''$ West, a distance of 471.92 feet; thence North $36^{\circ} 34' 15''$ East, a distance of 200.0 feet; thence South $53^{\circ} 25' 45''$ East, a distance of 399.29 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned; thence in a Northerly direction along the arc of curve having a radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc length of 487.38 feet to the P.C. of curve, said arc being subtended by a chord bearing of North $09^{\circ} 29' 07''$ East, a chord distance of 486.78 feet; thence North $04^{\circ} 31' 30''$ East along the Westerly Right of Way line of State Road No. 13, a distance of 3125 feet more or less to the waters of Cunningham Creek; thence in a Southwesterly and Southeasterly direction along the waters following the meandering of Cunningham Creek and Mill Creek respectively, a distance of 8000 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, said point being an arc distance of 310 feet more or less Southwesterly from the point of beginning; thence in a Northeasterly direction along the arc of a curve having said radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc distance of 310 feet more or less to the point of beginning.

EXCEPTING that portion of said Sections 39 and 42, Township 5 South, aforementioned, more particularly described as follows:

For a point of reference, commence at the intersection of the line dividing Section 39 and Section 42 with the Southeasterly line of said Section 38, run thence South $40^{\circ} 10' 48''$ East along the dividing line of Sections 39 and 42, a distance of 945.12 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, for the point of beginning; thence in a Northerly direction along the arc of said radius and Westerly Right of Way line of State Road No. 13, an arc length of 167.06 feet, said arc being subtended by a chord bearing North $21^{\circ} 45' 24''$ East, a chord distance of 167.03 feet; thence North $53^{\circ} 25' 45''$ West, a distance of 100.0 feet; thence South $26^{\circ} 16' 55''$ West, a distance of 500 feet more or less to the waters of Mill Creek; thence in a Southeasterly direction along the waters following the meanderings of Mill Creek, a distance of 110 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, said point being an arc distance of 310 feet more or less Southwesterly from the point of beginning; thence in a Northeasterly direction along the arc of a curve having said radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc distance of 310 feet more or less to the point of beginning.