

This instrument prepared by and return to:  
Ellen Avery-Smith, Esq.  
ROGERS TOWERS, P.A.  
7 Waldo Street, Suite B  
St. Augustine, Florida 32084

Res 2010-228

**USE AGREEMENT BY AND BETWEEN LAS CALINAS AMENITY CLUB  
ASSOCIATION, INC. AND ST. JOHNS COUNTY**

THIS USE AGREEMENT (the "Agreement") is entered into by and between the Las Calinas Amenity Club Association, Inc., a Florida not-for-profit corporation (the "Association") with a mailing address at 151 Southhall Lane, Suite 200, Maitland, Florida 32751; and St. Johns County, Florida, a political subdivision of the State of Florida (the "County") with a mailing address at 500 San Sebastian View, St. Augustine, Florida 32084.

**RECITALS**

WHEREAS, the Association has at its members the owners of single-family homes within a residential community commonly known as Las Calinas, which is located on certain real property situated in St. Johns County, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Association has been formed to assure the perpetual and continuous operation, maintenance, repair and replacement of certain common property and entrance way areas located on and adjacent to the Property; and

WHEREAS, the Association desires to obtain certain approvals (the "Right-of-Way Utilization Permit") from the County, whereby the Association, or its contractors, agents or employees, will be allowed to install, construct, operate, maintain, repair and replace the following improvements: street lighting, enhanced landscaping and irrigation (the "Improvements") within the rights-of-way located within the Property which have been or will

be dedicated to public use (collectively, the “Dedicated Rights-of-Way”), which Dedicated Rights-of-Way include Las Calinas Boulevard, Arabian Court, Appaloosa Avenue, Palomino Way, Los Caminos Street, Sol Court, Cuneta Way, Battersea Drive, Bowden Lane, Roque Court and any other rights-of-way dedicated to the County; and

WHEREAS, the County requires that the Association undertake certain commitments and covenants to assure the perpetual and continuous operation, maintenance, repair and replacement of any such Improvements.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.
2. **RIGHT-OF-WAY UTILIZATION.** The County shall issue the Right-of-Way Utilization Permit to the Association subject to the terms of this Agreement. The Association shall not, while installing, operating, maintaining, repairing or replacing the Improvements, damage or disturb any portion of the Dedicated Rights-of-Way without prior written approval by the County and the County’s prior written approval of a plan to restore the Dedicated Rights-of-Way. Any damage or deterioration of roadways attributable to irrigation systems, landscaping or other accessory improvements associated with this Agreement shall be repaired at the sole expense of the Association. Additionally, irrigation systems should be installed and operated so as not to damage or deteriorate roadways or sidewalks. Excessive watering, leaking system and pipe breakages are all recognized as examples of sources damaging roadways and sidewalks and

that the Association is responsible to bear the entire cost of repair of these roadways and sidewalks to County standards. Nothing contained herein or by virtue of the issuance of the Right-of-Way Utilization Permit shall give or grant to the Association any ownership rights to any portion of the Dedicated Rights-of-Way.

3. **IMPROVEMENTS.** Any improvement that, in County's reasonable opinion, may impede the functional operation of the streets constructed by the Association or its contractors and dedicated to the County within the Dedicated Rights-of-Way shall not be permitted under this Agreement. The Improvements shall be established, operated, maintained, repaired and replaced in such a manner as will not interfere with the use of the streets located within the Dedicated Rights-of-Way by the public nor create a safety hazard on such Dedicated Rights-of-Way. If County determines that the Improvements do present a safety hazard, then the Association, at its sole expense and at no cost to County, shall relocate the Improvements in such a manner as to eliminate the hazard, to the reasonable satisfaction of County. The Association shall establish, operate, maintain, repair and replace the Improvements in a reasonably visually presentable manner.
4. **REMOVAL/ RELOCATION.** If, in the reasonable opinion of County, the Improvements interfere with any construction, reconstruction, alteration, improvement or maintenance which County desires to perform on, around or under the Dedicated Rights-of-Way, the Association, upon receipt of a written notice from County, shall remove or relocate the Improvements as requested by County, and to County's reasonable satisfaction, within thirty (30) days of receipt

of said notice. Any such relocation or removal of the Improvements shall be at the sole expense of the Association, and at no cost to the County. If the Association does not relocate or remove the Improvements in a timely manner, the County may cause them to be removed or relocated, and the Association shall be responsible for any such expense associated with the removal and/or relocation.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, the Association shall defend, indemnify and hold harmless St. Johns County, its Board of County Commissioners, officers, employees and agents from and against all claims, damages, losses and expenses, including reasonable attorney's fees and costs, arising out of, or resulting from, the exercise of the rights, privileges or operations under this Agreement. To the fullest extent permitted by law, the Association shall defend, indemnify and hold harmless the County (and any governmental body or utility authority properly using the Dedicated Rights-of-Way) from and against all expenses, costs or claims for any damages to the Improvements which may result from the use of the Dedicated Rights-of-Way by the County or any other governmental body or authority due to maintenance, construction, installation or other proper use within the Dedicated Rights-of-Way.
6. **INSURANCE.** Throughout the duration of this Agreement, including the initial period and any extensions thereto, the Association shall obtain and possess Commercial General Liability coverage for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations and Personal Injury. The limits shall be not less than \$500,000 per occurrence and



\$1,000,000 aggregate. Prior to commencing operations under this Agreement, the Association shall provide Certificates of Insurance to the County to verify coverage. The name of the development, subdivision or project in which the Improvements are to be installed and the type and amount of coverage provided shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall name St. Johns County Board of County Commissioners, 500 San Sebastian View, St. Augustine, Florida 32084 as an additional insured and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days' prior written notice to the County. The Association shall require and ensure that each of its contractors and subcontractors maintains insurance until the completion of their work under any contract associated with this Agreement. Failure of the Association to maintain insurance coverage for themselves or for any other person or entity for whom they are responsible, or to ensure that their contractors and subcontractors maintain coverage, shall not relieve the Association of any contractual responsibility, obligation or liability.

7. **RECORDING.** This Agreement shall be recorded in the Public Records of St. Johns County, Florida within thirty (30) days of its execution. Promptly upon execution of this Agreement, the Association shall pay to the County an amount equal to the applicable cost of recording this Agreement in the Public Records of St. Johns County, Florida.
8. **COVENANTS RUNNING WITH THE LAND.** The provisions of this Agreement shall constitute covenants running with the land or an equitable

servitude upon the land, as the case may be, applicable to all of the Property described herein or any portion thereof. Furthermore, this Agreement shall be binding on all parties having any right, title or interest in the Property described herein or any portion thereof, and their heirs, personal representatives, successors and assigns. The Association declares that the Property described in this Agreement and any portion thereof shall be held, sold and conveyed subject to the provisions of this Agreement. This Agreement shall inure to the benefit of and be enforceable by the County and its respective legal representatives, successors and assigns.

9. **DURATION.** The provisions, restrictions and covenants of this Agreement shall run with and bind the land for a period of twenty-five (25) years from the date this Agreement is recorded in the Public Records of St. Johns County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions and covenants is approved by a majority of the St. Johns County Board of County Commissioners and by either (1) the Association, or (2) the then owners of not less than three-fourths of the lots on the Property described herein. No such agreement to revoke shall be effective until said written instrument has been signed, acknowledged and recorded in the Public Records of St. Johns County, Florida. Notwithstanding any of the above provisions, the County shall have the right to cancel this Agreement upon thirty (30) days' prior written notice to the Association or to all of the owners of said lots. No such cancellation shall be effective until a written instrument has been executed and

acknowledged by the Board of County Commissioners and recorded in the Public Records of St. Johns County, Florida.

10. **AMENDMENT**. The provisions, restrictions and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the St. Johns County Board of County Commissioners and by either (1) the Association, or (2) the then owners of not less than three-fourths of the lots on the Property described herein. No such modification or amendment shall be effective until said written instrument has been signed, acknowledged and recorded in the Public Records of St. Johns County, Florida.
11. **COMPLIANCE WITH APPLICABLE LAWS**. The Association shall comply with all applicable state laws and County ordinances, including the St. Johns County right-of-way utilization regulations.
12. **DISCLAIMER OF COUNTY RESPONSIBILITY**. Nothing contained herein shall create any obligation on the part of the County to maintain or participate in the maintenance of the Improvements.
13. **NO THIRD PARTY BENEFICIARIES**. Both parties explicitly agree, and this Agreement explicitly states, that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.
14. **SEVERABILITY**. If any word, phrase, sentence, part, subsection or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid, or any reason, then such word, phrase, sentence, part, subsection or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this

Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

15. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or state court legal action arising under this Agreement shall be in St. Johns County, Florida. Venue for any federal court legal action shall be in the United States District Court, Middle District of Florida, Jacksonville, Florida Division.
16. **ACCESS TO RECORDS.** The access to, disclosure, non-disclosure or exemption of records, data, documents and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes) and other applicable state or federal law. Access to such public records may not be blocked, thwarted and/or hindered by placing the public records in the possession of a third party or an unaffiliated party.
17. **PERMITS AND LICENSES.** To the extent that the Association needs to secure, obtain, acquire and/or maintain permits and licenses in order to fulfill its obligations noted in this Agreement, the Association, at its sole cost, shall be responsible for securing, obtaining, acquiring and maintaining any and all permits, approvals, licenses and certificates required by federal, state or County law, rule, regulation or ordinance.
18. **ASSIGNMENT.** In light of this Agreement, neither the County nor the Association may assign, transfer or sell any of the rights noted in this Agreement, or associated with this Agreement, without the express written approval of the

other party. Should either the County or the Association assign, transfer or sell any of the rights of this Agreement without such prior written approval of the other party, then such action on the part of either the County or the Association shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

19. **EFFECTIVE DATE.** This Agreement shall take effect upon its adoption.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THIS 19<sup>th</sup> day of October, 2010.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

BY: Ron Sanchez, Chair

10/21/10  
Rendition Date

**ATTEST: CHERYL STRICKLAND, CLERK**

BY: Pam Halterman  
Deputy Clerk

**EFFECTIVE DATE:** 10/19/10

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

**LEGALLY SUFFICIENT**  
Date: 10/21/10



IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed as of the day and date written below.

WITNESSES:

[Signature]  
Print Name: Debra Riggs  
[Signature]  
Print Name: JEFF MENZEL

ASSOCIATION:

LAS CALINAS AMENITY CLUB  
ASSOCIATION, INC., a Florida not-for-profit  
corporation

[Signature]  
By: \_\_\_\_\_  
Print Name: Jonathan C. White  
Title: President  
Date: 10/18/10

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by Jonthan C. White, as President of the Las Calinas Amenity Club Association, Inc., a Florida not-for-profit corporation, on behalf of the company. S/he 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 18 day of October, 2010.



[Signature]  
Notary Public  
Print Name: Debra A Riggs  
My Commission Expires: Aug 29, 2013

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

## PARCEL 3A:

A portion of fractional Section 28, a portion of Section 29, and a portion of Section 32, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at a concrete monument common to said Sections 28, 29 and 32 and Section 33, said Township and Range, the same being the Northwest corner of Kensington Unit Two, as recorded in Map Book 53, Pages 89 through 107, inclusive, of the Public Records of said County; thence South  $00^{\circ}37'20''$  East, along the East line of said Section 32 and the West line of Section 33, the same being the West line of said plat of Kensington Unit Two, a distance of 3479.26 feet to the Northeast corner of Tract "A" as shown on the plat of Kensington Unit One, as recorded in Map Book 53, Pages 25 through 30, inclusive, of said Public Records; thence Westerly along the Northerly line of said Tract "A", being a curve concave Southerly and having a radius of 591.00 feet, an arc distance of 490.02 feet, said arc being subtended by a chord bearing and distance of South  $75^{\circ}49'35''$  West, 476.10 feet to the point of tangency of said curve; thence South  $52^{\circ}04'16''$  West, continuing along the Northwesterly line of said Tract "A", a distance of 403.40 feet to the most Westerly corner thereof and a point situate on the Northeasterly right of way line of U.S. Highway No. 1 (a 150 foot right of way); thence North  $37^{\circ}54'50''$  West, along said Northeasterly right of way line, a distance of 4789.89 feet to its intersection with a line dividing said Sections 29 and 32; thence North  $37^{\circ}53'18''$  West, continuing along said Northeasterly right of way line, 107.32 feet to the Southeasterly right of way line of Las Calinas Boulevard, as established by the plat of Las Calinas-Phase One, as recorded in Map Book 62, Pages 44 through 56, inclusive, of said Public Records; thence North  $01^{\circ}39'32''$  West, along said right of way line, 50.76 feet; thence North  $51^{\circ}26'40''$  East, continuing along said Southeasterly right of way line, said right of way at this point having a width of 80.00 feet, a distance of 503.75 feet to the point of curvature of a curve concave Northwesterly and having a radius of 1040.00 feet; thence Northeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, 388.95 feet, said arc being subtended by a chord bearing and distance of North  $40^{\circ}43'49''$  East, 386.69 feet to the point of reverse curvature of a curve concave Southeasterly and having a radius of 960.00 feet; thence Northeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, 535.79 feet, said arc being subtended by a chord bearing and distance of North  $46^{\circ}00'22''$  East, 528.87 feet to the point of tangency of said curve; thence North  $62^{\circ}00'27''$  East, continuing along said Southeasterly right of way line, a distance of 168.61 feet to the point of curvature of a curve concave Southerly and having a radius of 1660.00 feet; thence Easterly around and along the arc of said curve and along the Southerly right of way line of said Las Calinas Boulevard, 735.28 feet, said arc being subtended by a chord bearing and distance of North  $74^{\circ}41'06''$  East, 729.29 feet to the point of reverse curvature of a curve concave Northerly and having a radius of 790.00 feet; thence Easterly around and along the arc of said curve and continuing along said Southerly right of way line, 584.29 feet, said arc being subtended by a chord bearing and distance of North  $66^{\circ}11'08''$  East, 571.07 feet to the point of tangency of said curve; thence North  $45^{\circ}00'15''$  East, along the Southeasterly right of way line of said Las Calinas Boulevard, 11.52 feet to the point of curvature of a curve concave Southerly and having a radius of 460.00 feet; thence Easterly around and along the arc of said curve and along said Southerly right of way line of Las Calinas Boulevard, 361.36 feet, said arc being subtended by a chord bearing and distance of North  $67^{\circ}28'22''$  East, 352.14 feet to the point of tangency of said curve; thence South  $89^{\circ}59'35''$  East, continuing along said Southerly right of way line, 581.33 feet to the point of curvature of a curve concave Northwesterly and having a radius of



540.00 feet; thence Northeasterly around and along the arc of said curve and along the Southeasterly right of way line of said Las Calinas Boulevard, 558.41 feet, said arc being subtended by a chord bearing and distance of North 60°23'10" East, 533.86 feet to the point of tangency of said curve; thence North 30°45'40" East, continuing along said Southeasterly right of way line, 1555.61 feet to the most Westerly corner of Tract "F" as shown on the plat of Palencia North Phase 1, as recorded in Map Book 62, Pages 77 through 102, inclusive, of said Public Records; thence South 74°52'48" East, along the Southerly line of said Tract "F" and the Southerly line of Tract "G", said last mentioned plat, 460.41 feet; thence the following five (5) courses along the Westerly line of said Tract "G": Course No. 1: South 08°41'21" East, 920.33 feet; Course No. 2: South 46°43'18" East, 320.90 feet; Course No. 3: South 16°42'30" East, 1270.16 feet; Course No. 4: South 28°19'38" West, 240.74 feet; Course No. 5: South 19°40'15" East, 598.56 feet to a point situate on the South line of said Section 28; thence South 88°39'26" West, along said South line of Section 28, and along the North line of said plat of Kensington Unit Two, a distance of 2093.42 feet to the POINT OF BEGINNING.

Containing 413.83 acres, more or less.

EXCEPTING THEREFROM a portion of said Section 28, being more particularly described as follows: COMMENCING at said Northwest corner of Kensington Unit Two; thence North 88°39'26" East, along the Northerly line of said last mentioned plat and the Southerly line of said Section 28, a distance of 233.65 feet to the Northeast corner of Lot 45, said last mentioned plat, the same being the Northwestern terminus of Battersea Drive, a 50 foot right of way as shown on said last mentioned plat; thence North 01°14'09" West, 10.00 feet; thence North 88°39'26" East, 227.10 feet; thence North 00°00'00" East, 138.06 feet; thence North 80°45'43" East, 165.49 feet to the POINT OF BEGINNING of said exception; thence North 33°58'54" West, 27.11 feet; thence North 11°00'00" West, 75.00 feet; thence North 30°00'00" West, 60.00 feet; thence North 30°00'00" East, 45.00 feet; thence South 79°00'00" East, 86.00 feet; thence North 65°00'00" East, 10.72 feet; thence North 08°00'00" East, 58.00 feet; thence North 20°00'00" West, 65.00 feet; thence North 90°00'00" East, 280.00 feet; thence South 84°00'00" East, 80.00 feet; thence North 52°00'00" East, 190.00 feet; thence South 61°00'00" East, 108.00 feet; thence South 39°00'00" East, 60.00 feet; thence South 20°00'00" East, 139.82 feet; thence South 00°00'00" East, 22.58 feet; thence South 15°14'03" West, 95.70 feet; thence South 40°00'00" West, 188.66 feet; thence North 50°00'00" West, 204.08 feet; thence South 90°00'00" West, 41.91 feet; thence South 57°00'00" West, 210.00 feet; thence North 86°00'00" West, 60.00 feet; thence North 75°00'00" West, 135.00 feet; thence North 33°58'54" West, 38.11 feet to the POINT OF BEGINNING.

Said exception and/or outparcel containing 5.55 acres.

The net acreage of said parcel contains 408.28 acres, more or less.

TOGETHER WITH a 10 foot Access Easement to said exception and/or outparcel, being more particularly described as follows: BEGINNING at said Northeast corner of said Lot 45 and the Northwest corner of said right of way of Battersea Drive, run North 01°14'09" West, along the Westerly terminus of said 10 foot Access Easement, a distance of 10.00 feet; thence North 88°39'26" East, along the Northerly line of said 10 foot Access Easement, 227.10 feet; thence

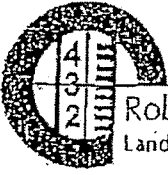
North 00°00'00" East, along the Westerly line of said 10 foot Access Easement, 138.06 feet; thence North 80°45'43" East, along the Northerly line of said 10 foot Access Easement, 165.49 feet to the Easterly terminus of said 10 foot Access Easement. It is the intent of said 10 foot Access Easement to be parallel to and 10 feet in width from the and lying Southerly, Easterly and Southerly of the preceding three (3) courses. It is also the intent of said easement to be bounded by a line bearing South 33°58'54" East, from the point of terminus of said easement, being bounded by the Westerly line of said exception and/or outparcel.

PARCEL 3D:

A portion of Sections 28 and 29, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at the Southeast corner of Tract "H" as shown on the plat of Las Calinas-Phase One, as recorded in Map Book 62, Pages 44 through 56, inclusive, of the Public Records of said County; thence North 19°59'33" West, along the Easterly line of said Tract "H", a distance of 34.85 feet; thence North 52°18'27" East, 286.38 feet; thence North 35°33'28" West, 166.53 feet; thence North 15°46'28" East, 281.57 feet; thence North 77°58'09" East, 313.63 feet; thence North 30°45'40" East, 182.24 feet; thence North 73°05'22" West, 663.14 feet; thence North 14°29'01" East, 326.30 feet; thence North 02°57'02" West, 497.11 feet; thence North 51°12'43" East, 401.01 feet; thence North 70°44'06" East, 551.17 feet; thence South 08°31'45" East, 651.79 feet; thence South 48°34'21" East, 126.37 feet to a point situate on the Northwesterly right of way line of Las Calinas Boulevard (an 80 foot right of way); thence South 30°45'40" West, along said right of way line, 1570.67 feet to the point of curvature of a curve concave Northwesterly and having a radius of 460.00 feet; thence Southwesterly around and along the arc of said curve and continuing along said Northwesterly right of way line, 313.92 feet, said arc being subtended by a chord bearing and distance of South 50°18'38" West, 307.87 feet to the POINT OF BEGINNING.

Containing 26.24 acres, more or less.

Together with:



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

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

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Work Order No. 04-021.00  
Las Calinas

### Phase 1

A portion of fractional Section 28, a portion of Section 29, a portion of fractional Section 30, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South and Range 29 East; thence North  $89^{\circ} 09' 44''$  East, along the Northerly line of said Section 29, a distance of 5291.00 feet to the corner common to Sections 20, 21, 28 and 29 of said Township and Range; thence continue North  $89^{\circ} 09' 44''$  East, along the Northerly line of said Section 28, a distance of 519.11 feet; thence South  $08^{\circ} 32' 25''$  East, departing said Northerly line of said Section 28, a distance of 1323.96 feet; thence South  $70^{\circ} 44' 06''$  West, 551.17 feet; thence South  $51^{\circ} 12' 03''$  West, 401.01 feet; thence South  $02^{\circ} 57' 42''$  East, 497.11 feet; thence South  $14^{\circ} 28' 21''$  West, 326.30 feet; thence South  $73^{\circ} 06' 02''$  East, 663.14 feet; thence South  $30^{\circ} 45' 00''$  West, 182.24 feet; thence South  $77^{\circ} 57' 29''$  West, 313.63 feet; thence South  $15^{\circ} 45' 48''$  West, 281.57 feet; thence South  $35^{\circ} 34' 08''$  East, 166.53 feet; thence South  $52^{\circ} 18' 18''$  West, 286.46 feet; thence South  $20^{\circ} 08' 58''$  East, 114.85 feet to a point on a curve concave Northerly, having a radius of 540.00 feet; thence Southwesterly along the arc of said curve, through a central angle of  $20^{\circ} 08' 58''$ , an arc length of 189.90 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $79^{\circ} 55' 31''$  West, 188.93 feet; thence West, 581.25 feet to the point of curvature of a curve concave Southeasterly, having a radius of 460.00 feet; thence Southwesterly along said arc through a central angle of  $45^{\circ} 00' 00''$ , an arc length 361.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $67^{\circ} 30' 00''$  West, 352.07 feet; thence South  $45^{\circ} 00' 00''$  West, 11.53 feet to the point of curvature of a curve concave Northwesterly, having a radius of 790.00 feet; thence Southwesterly along the arc of said curve through a central angle of  $42^{\circ} 22' 26''$ , an arc length of 584.26 feet, said arc being subtended by a chord bearing and distance of South  $66^{\circ} 11' 13''$  West, 571.03 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 1660.00 feet; thence Southwesterly along the arc of said curve through a central angle of  $25^{\circ} 22' 26''$ , an arc length of 735.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $74^{\circ} 41' 13''$  West, 729.15 feet; thence South  $62^{\circ} 00' 00''$  West, 168.54 feet to the point of curvature of a curve concave Southeasterly, having a radius of 960.00 feet; thence Southwesterly along the arc of said curve through a central angle of  $31^{\circ} 58' 48''$ , an arc length of 535.33 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $46^{\circ} 00' 36''$  West, 528.90 feet; thence Southwesterly along the arc of a curve concave Northwesterly, having a radius of 1040.00 feet, through a

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Phase 1 (cont'd)

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central angle of  $21^{\circ}25'42''$ , an arc length of 388.96 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $40^{\circ}44'03''$  West, 386.69 feet; thence South  $51^{\circ}26'54''$  West, 503.73 feet; thence South  $01^{\circ}40'54''$  East, 50.78 feet to its intersection with the Northeasterly right of way line of U.S. Highway No. 1, a 150 foot right of way as presently established; thence North  $37^{\circ}53'18''$  West, along said Northeasterly right of way line of U.S. Highway No. 1, a distance of 4805.28 feet; thence North  $79^{\circ}20'53''$  East, departing said Northeasterly right of way line, 679.02 feet to its intersection with the line dividing Government Lots 1 and 2, said Section 30 of said Township and Range, said intersection point lying on the former Westerly right of way line of Old Dixie Highway, a 30 foot right of way abandoned per St. Johns County Resolution Number 95-197; thence North  $88^{\circ}57'43''$  East, along said dividing line of Government Lots 1 and 2, a distance of 33.91 feet to its intersection with the former Easterly right of way line of said Old Dixie Highway; thence North  $28^{\circ}49'40''$  West, along said former Easterly right of way line, 25.31 feet to a point lying on the Southerly right of way line of Pine Island Road, a 60 foot right of way as depicted on survey map by Robert M. Angas Associates, Inc., File No. C306-1, dated September 1985, last revised July 14, 1989, said point also being a point on a curve concave Southwesterly, having a radius of 245.00 feet; thence Southeasterly, along said Southerly right of way line and along the arc of said curve to a point on said curve and to its intersection with said dividing line of Government Lots 1 and 2, said arc having the following elements per document of record: a central angle of  $15^{\circ}17'44''$ , an arc length of 65.40 feet and a chord bearing and distance of South  $70^{\circ}50'20''$  East, 65.21 feet, said chord bearing and distance being South  $70^{\circ}48'54''$  East, 65.04 feet, by field measure; thence North  $88^{\circ}55'15''$  East, departing said Southerly right of way line of Pine Island Road and along said dividing line, 121.94 feet to a point lying on the Northerly right of way line of said Pine Island Road; thence North  $61^{\circ}33'09''$  West, departing said dividing line and along said Northerly right of way line, 99.00 feet to a point lying on a non-tangent curve concave Southwesterly, having a radius of 305.00 feet; thence Northwesterly continuing along said Northerly right of way line and along the arc of said curve to a point lying on said curved Northerly right of way line, said arc having the following elements per document of record: a central angle of  $20^{\circ}20'28''$ , an arc length of 108.28 feet, and a chord bearing and distance of North  $71^{\circ}41'47''$  West, 107.71 feet, said chord bearing and distance being North  $71^{\circ}41'57''$  West, 107.71 feet, by field measure; thence Northwesterly along the arc of a curve concave Northeasterly to a point lying on said Easterly right of way line of Old Dixie Highway, (also known as John Anderson Highway), a 30 foot right of way as depicted on said survey map by Robert M. Angas Associates, Inc., last revised July 14, 1989, said arc having the following elements per document of record: a radius of 100.00 feet, a central angle of  $50^{\circ}10'09''$ , an arc length of 87.56 feet and a chord bearing and distance of North  $56^{\circ}46'58''$  West, 84.79 feet, said chord bearing and distance being North  $56^{\circ}46'54''$  West, 84.78 feet, by field measure; thence Northwesterly, continuing along said Easterly right of way line of Old

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Phase 1 (cont'd)

Dixie Highway the following courses: North  $31^{\circ} 41' 48''$  West, 310.85 feet; North  $33^{\circ} 13' 25''$  West, 200.29 feet; North  $33^{\circ} 47' 48''$  West, 400.00 feet; North  $33^{\circ} 13' 25''$  West, 274.44 feet to a point lying on a non-tangent curve concave Easterly, having a radius of 1719.21 feet; thence Northwesterly continuing along said Easterly right of way line and along the arc of said curve to its intersection with the Northerly line of said Section 30, said arc having the following elements per document of record: a central angle of  $07^{\circ} 51' 03''$ , an arc length of 235.56 feet and a chord bearing and distance of North  $29^{\circ} 17' 59''$  West, 235.38 feet, said chord bearing and distance being North  $29^{\circ} 17' 54''$  West, 235.55 feet, by field measure; thence North  $88^{\circ} 49' 55''$  East, departing said Easterly right of way line and along said Northerly line, 1415.62 feet to the Point of Beginning.

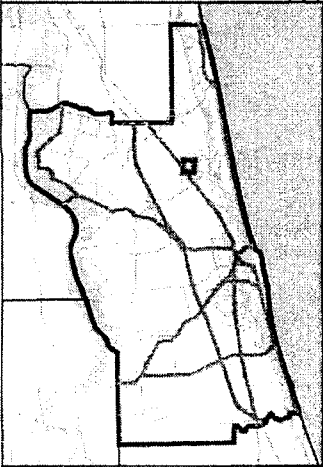
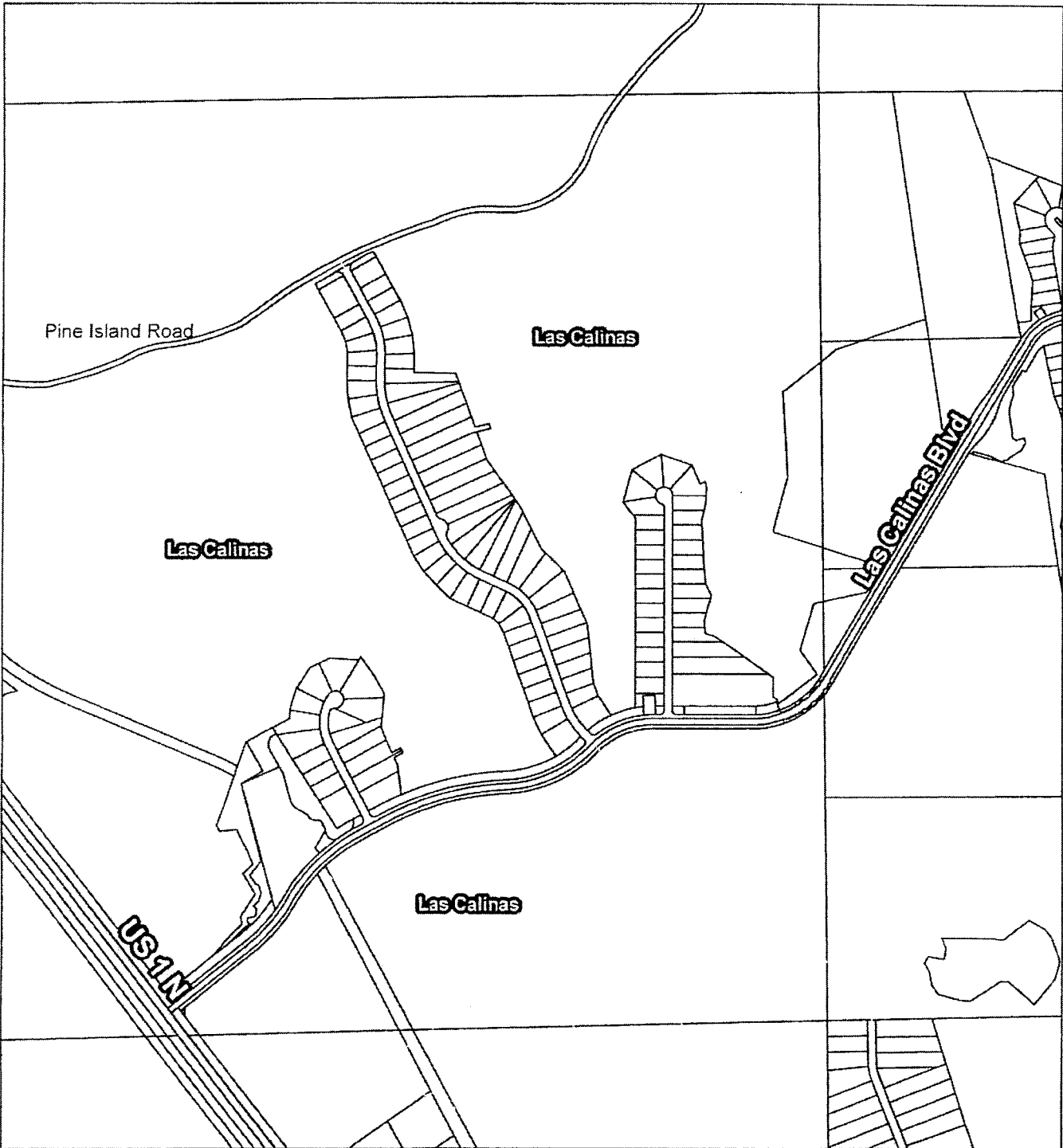
Less and Except portions of Pine Island Road, a 60 foot right of way by Deed Book 190, page 383, of said public records of St. Johns County, Florida, together with those portions of Pine Island Road, the width of which being variable as determined by field measure of apparent county maintenance.

Less and Except Parcel C, being a portion of fractional Section 30, Township 5 South, Range 29 East, St. Johns County, Florida being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South and Range 29 East; thence South  $01^{\circ} 35' 13''$  East, along the Easterly line of said Section 30, a distance of 1460.51 feet; thence North  $70^{\circ} 00' 00''$  West, departing said Easterly line, 171.38 feet to the Point of Beginning.

From said Point of Beginning, thence continue North  $70^{\circ} 00' 00''$  West, 300.00 feet; thence North  $20^{\circ} 00' 00''$  East, 181.50 feet; thence South  $70^{\circ} 00' 00''$  East, 300.00 feet; thence South  $20^{\circ} 00' 00''$  West, 181.50 feet to the Point of Beginning.

Containing 575.00 acres, more or less.




Las Calinas Amenity Club Association

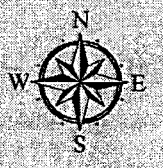
**Use Agreement**

0 330 660 1,320 1,980 2,640 Feet

St. Johns County  
Land Mgmt Systems  
Real Estate Division



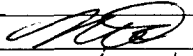
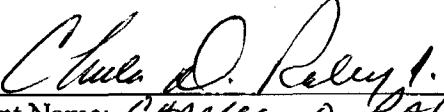
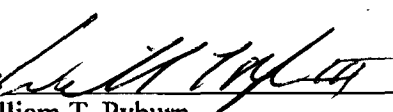
Map Prepared:  
October 5, 2010  
(904) 209-0790



**Location Map**

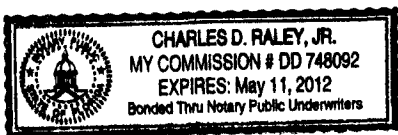
**DISCLAIMER**  
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.


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Witnesses:	KENSINGTON, LLC, a limited liability company
 Print Name: <u>Lewis Lewis Ritzert</u>	By: The Alterra Group, LLC, a Florida limited liability company, its Manager
 Print Name: <u>Charles D. Raley, Jr.</u>	By:  William T. Pyburn Its Manager

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

The foregoing instrument was acknowledged before me this 18 day of December, 2009, by William T. Pyburn, as the Manager of The Alterra Group, LLC, a limited liability company, in its capacity as the Manager of Kensington, LLC., a limited liability company, and on behalf of the limited liability company. William T. Pyburn is personally known to me.



  
 (Print Name \_\_\_\_\_)  
 NOTARY PUBLIC  
 State of \_\_\_\_\_ at Large  
 Commission # \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 Personally known ☒ \_\_\_\_\_  
 or Produced I.D. \_\_\_\_\_  
 [check one of the above]  
 Type of Identification Produced \_\_\_\_\_



*Michael D. Mesiano*  
Name printed: Michael D. Mesiano

*Charles D. Raley, Jr.*  
Name printed: Charles D. Raley, Jr.

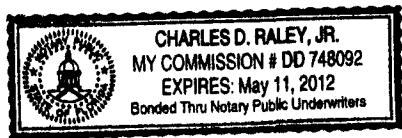
LAS CALINAS DEVELOPERS, LLC  
a Florida limited liability company

By: The Alterra Group, LLC  
a Florida limited liability company  
its Manager

By: *William T. Pyburn*  
William T. Pyburn  
Its Manager

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

The foregoing instrument was acknowledged before me this 18 day of December, 2009, by William T. Pyburn, as the Manager of The Alterra Group, LLC, in its capacity as the Manager of Las Calinas Developers, LLC, a limited liability company, and on behalf of the limited liability company. William T. Pyburn is personally known to me.



*Charles D. Raley, Jr.*  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

*Drew Abel*  
 Name printed: DREW ABEL

*John C. Tree*  
 Name printed: John C Tree

Taylor Morrison of Florida, Inc.  
 a corporation

By: *[Signature]*

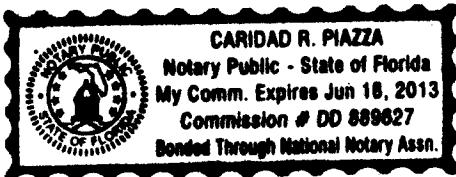
Its VICE PRESIDENT

STATE OF FLORIDA     }  
                                       }  
 COUNTY OF ST. JOHNS   }

SS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2009,  
 by JONATHAN WHITE as VPLAND of  
 Taylor Morrison of Florida, Inc., behalf of the corporation. \_\_\_\_\_ is  
 personally known to me.

*Caridad R. Piazza*  
 (Print Name) CARIDAD R. PIAZZA  
 NOTARY PUBLIC  
 State of FLORIDA at Large  
 Commission # DD 889627  
 My Commission Expires:  
 Personally known ✓  
 or Produced I.D. \_\_\_\_\_  
 [check one of the above]  
 Type of Identification Produced \_\_\_\_\_



THIS DOCUMENT PREPARED  
BY AND RETURN TO:

JOSEPH J. VANROOY, ESQUIRE  
JOSEPH J. VANROOY, P.L.  
6622 SOUTHPOINT Dr., S., SUITE 170  
JACKSONVILLE, FLORIDA 32216

**CORRECTIVE ASSIGNMENT OF DEVELOPMENT RIGHTS,  
PERMITS AND CONTRACTS**

THIS CORRECTIVE ASSIGNMENT OF DEVELOPMENT RIGHTS, PERMITS AND CONTRACTS (the "Agreement") is executed as of the 24<sup>th</sup> day of February, 2010 (the "Effective Date"), by and between LAS CALINAS DEVELOPERS, LLC, a Florida limited liability company, whose address is 1279 County Road 210 West, Jacksonville, Florida 32259 ("Assignor"), and TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, whose address is 151 Southhall Lane, Suite 200, Maitland, Florida 32751 ("Assignee").

**BACKGROUND FACTS**

Pursuant to that certain Agreement for Purchase and Sale by and between Assignor and Assignee dated October 19, 2009, Assignor agreed to convey to Assignee all of its development rights, permits and contracts for that certain real property located in St. Johns County, Florida and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"). Assignor desires to assign any and all development rights, permits and contracts related to the Property to Assignee, and Assignee desires to assume all rights and obligations related to the same from Assignor.

**AGREEMENT**

In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Background Facts.** The Background Facts set forth above are true and correct and are incorporated herein by this reference.
2. **Assignment.** Assignor hereby assigns to Assignee, for the benefit of Assignee's development of single-family residential units on the Property, the following development rights, permits and contracts:
  - a. Any and all Planned Unit Development or Planned Rural Development ordinances, as amended, related to development of the Property.
  - b. Any and all construction plans, engineering plans and preliminary plats for the Property.

**NOTE TO RECORDER:** This Corrective Assignment of Development Rights, Permits and Contracts is being executed and recorded to correct a scrivener's error in the legal description in the Assignment of Development Rights, Permits and Contracts recorded on January 5, 2010 in Official Records Book 3274, Page 1727, Public Records of St. Johns County, Florida.

- c. Any and all development orders (as defined in Chapter 380, Florida Statutes) and development agreements for the Property.
- d. Any and all impact fee credits for the Property.
- e. Any and all St. Johns River Water Management District environmental resource and consumptive use permits for the Property.
- f. Any and all Florida Department of Environmental Protection permits for the Property.
- g. Any and all U.S. Army Corps of Engineers permits for the Property.
- h. Any and all environmental site assessment reports for the Property.
- i. Any and all engineering contracts for the Property.
- j. Any and all Florida Department of Transportation permits for the Property.

The above documents shall be referred to herein collectively as the "Approvals".

3. Assumption. Assignee, by its acceptance of this Agreement, assumes any and all rights and obligations contained within the above listed Approvals.

4. Binding. This Agreement shall be binding on Assignor and Assignee, and their respective successors and assigns, and the benefits and burdens of the Approvals shall inure to the benefit and burden of the Assignee, its successors and assigns. After the Effective Date of this Agreement, Assignor shall have no further rights or obligations with respect to the Approvals related to the Property.

5. Assurances. Assignor agrees to execute such other and further documentation as may be necessary or required by governmental authorities to effectuate, complete or provide notice of the Approvals assigned herein.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement in a manner so as to be binding as of the day and year first above written.

[Execution pages follow]

Signed, sealed and delivered  
in the presence of:

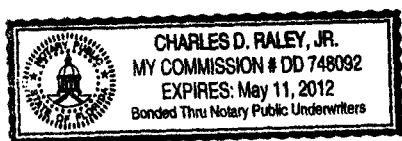
[Signature]  
[print name] Cecilia R. Rith

[Signature]  
[print name] CHARLES D. Raley Jr.

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 24<sup>TH</sup> day of FEBRUARY, 2010 by WILLIAM T. ROBERT III the PRESIDENT / MANAGER of Las Calinas Developers, LLC, a Florida limited liability company, on behalf of the corporation. He/she ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.



ASSIGNOR:

LAS CALINAS DEVELOPERS, LLC,  
a Florida limited liability company  
By: The Altima Group, LLC, manager

By: [Signature]  
Print: William T. Robert III  
Title: PRESIDENT / MANAGER

[Signature]  
Print Name \_\_\_\_\_  
Notary Public, State and County aforesaid  
Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

John C. Tine  
[print name] John C Tine  
Drew Abel  
[print name] DREW ABEL

ASSIGNEE:

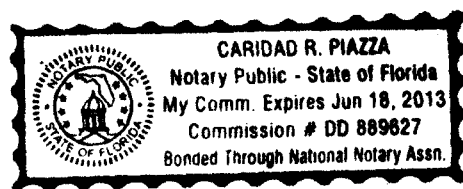
TAYLOR MORRISON OF FLORIDA, INC.,  
a Florida corporation

By: [Signature]  
Print: JONATHAN WHITE  
Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 8th day of Feb,  
2010 by JONATHAN WHITE, the VP LAND of Taylor  
Morrison of Florida, Inc., a Florida corporation, on behalf of the corporation. He/she ☒ is  
personally known to me or ☐ produced \_\_\_\_\_ as identification.



Caridad R. Piazza  
CARIDAD R. PIAZZA  
Print Name  
Notary Public, State and County aforesaid  
Commission No.: DD 889627  
Commission Expires: 6/18/2013

EXHIBIT ALegal Description of the Premises

## PARCEL 3A:

A portion of fractional Section 28, a portion of Section 29, and a portion of Section 32, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at a concrete monument common to said Sections 28, 29 and 32 and Section 33, said Township and Range, the same being the Northwest corner of Kensington Unit Two, as recorded in Map Book 53, Pages 89 through 107, inclusive, of the Public Records of said County; thence South  $00^{\circ}37'20''$  East, along the East line of said Section 32 and the West line of Section 33, the same being the West line of said plat of Kensington Unit Two, a distance of 3479.26 feet to the Northeast corner of Tract "A" as shown on the plat of Kensington Unit One, as recorded in Map Book 53, Pages 25 through 30, inclusive, of said Public Records; thence Westerly along the Northerly line of said Tract "A", being a curve concave Southerly and having a radius of 591.00 feet, an arc distance of 490.02 feet, said arc being subtended by a chord bearing and distance of South  $75^{\circ}49'35''$  West, 476.10 feet to the point of tangency of said curve; thence South  $52^{\circ}04'16''$  West, continuing along the Northwesterly line of said Tract "A", a distance of 403.40 feet to the most Westerly corner thereof and a point situate on the Northeasterly right of way line of U.S. Highway No. 1 (a 150 foot right of way); thence North  $37^{\circ}54'50''$  West, along said Northeasterly right of way line, a distance of 4789.89 feet to its intersection with a line dividing said Sections 29 and 32; thence North  $37^{\circ}53'18''$  West, continuing along said Northeasterly right of way line, 107.32 feet to the Southeasterly right of way line of Las Calinas Boulevard, as established by the plat of Las Calinas-Phase One, as recorded in Map Book 62, Pages 44 through 56, inclusive, of said Public Records; thence North  $01^{\circ}39'32''$  West, along said right of way line, 50.76 feet; thence North  $51^{\circ}26'40''$  East, continuing along said Southeasterly right of way line, said right of way at this point having a width of 80.00 feet, a distance of 503.75 feet to the point of curvature of a curve concave Northwesterly and having a radius of 1040.00 feet; thence Northeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, 388.95 feet, said arc being subtended by a chord bearing and distance of North  $40^{\circ}43'49''$  East, 386.69 feet to the point of reverse curvature of a curve concave Southeasterly and having a radius of 960.00 feet; thence Northeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, 535.79 feet, said arc being subtended by a chord bearing and distance of North  $46^{\circ}00'22''$  East, 528.87 feet to the point of tangency of said curve; thence North  $62^{\circ}00'27''$  East, continuing along said Southeasterly right of way line, a distance of 168.61 feet to the point of curvature of a curve concave Southerly and having a radius of 1660.00 feet; thence Easterly around and along the arc of said curve and along the Southerly right of way line of said Las Calinas Boulevard, 735.28 feet, said arc being subtended by a chord bearing and distance of North  $74^{\circ}41'06''$  East, 729.29 feet to the point of reverse curvature of a curve concave Northerly and having a radius of 790.00 feet; thence Easterly around and along the arc of said curve and continuing along said Southerly right of way line, 584.29 feet, said arc being subtended by a chord bearing and distance of North  $66^{\circ}11'08''$  East, 571.07 feet to the point of tangency of said curve; thence North  $45^{\circ}00'15''$  East, along the Southeasterly right of way line of said Las Calinas Boulevard, 11.52 feet to the point of curvature of a curve concave Southerly and having a radius of 460.00 feet; thence Easterly around and along the arc of said curve and along said Southerly right of way line of Las Calinas Boulevard, 361.36 feet, said arc being subtended

by a chord bearing and distance of North 67°28'22" East, 352.14 feet to the point of tangency of said curve; thence South 89°59'35" East, continuing along said Southerly right of way line, 581.33 feet to the point of curvature of a curve concave Northwesterly and having a radius of 540.00 feet; thence Northeasterly around and along the arc of said curve and along the Southeasterly right of way line of said Las Calinas Boulevard, 558.41 feet, said arc being subtended by a chord bearing and distance of North 60°23'10" East, 533.86 feet to the point of tangency of said curve; thence North 30°45'40" East, continuing along said Southeasterly right of way line, 1555.61 feet to the most Westerly corner of Tract "F" as shown on the plat of Palencia North Phase 1, as recorded in Map Book 62, Pages 77 through 102, inclusive, of said Public Records; thence South 74°52'48" East, along the Southerly line of said Tract "F" and the Southerly line of Tract "G", said last mentioned plat, 460.41 feet; thence the following five (5) courses along the Westerly line of said Tract "G": Course No. 1: South 08°41'21" East, 920.33 feet; Course No. 2: South 46°43'18" East, 320.90 feet; Course No. 3: South 16°42'30" East, 1270.16 feet; Course No. 4: South 28°19'38" West, 240.74 feet; Course No. 5: South 19°40'15" East, 598.56 feet to a point situate on the South line of said Section 28; thence South 88°39'26" West, along said South line of Section 28, and along the North line of said plat of Kensington Unit Two, a distance of 2093.42 feet to the POINT OF BEGINNING.

Containing 413.83 acres, more or less.

EXCEPTING THEREFROM a portion of said Section 28, being more particularly described as follows: COMMENCING at said Northwest corner of Kensington Unit Two; thence North 88°39'26" East, along the Northerly line of said last mentioned plat and the Southerly line of said Section 28, a distance of 233.65 feet to the Northeast corner of Lot 45, said last mentioned plat, the same being the Northwesterly terminus of Battersea Drive, a 50 foot right of way as shown on said last mentioned plat; thence North 01°14'09" West, 10.00 feet; thence North 88°39'26" East, 227.10 feet; thence North 00°00'00" East, 138.06 feet; thence North 80°45'43" East, 165.49 feet to the POINT OF BEGINNING of said exception; thence North 33°58'54" West, 27.11 feet; thence North 11°00'00" West, 75.00 feet; thence North 30°00'00" West, 60.00 feet; thence North 30°00'00" East, 45.00 feet; thence South 79°00'00" East, 86.00 feet; thence North 65°00'00" East, 10.72 feet; thence North 08°00'00" East, 58.00 feet; thence North 20°00'00" West, 65.00 feet; thence North 90°00'00" East, 280.00 feet; thence South 84°00'00" East, 80.00 feet; thence North 52°00'00" East, 190.00 feet; thence South 61°00'00" East, 108.00 feet; thence South 39°00'00" East, 60.00 feet; thence South 20°00'00" East, 139.82 feet; thence South 00°00'00" East, 22.58 feet; thence South 15°14'03" West, 95.70 feet; thence South 40°00'00" West, 188.66 feet; thence North 50°00'00" West, 204.08 feet; thence South 90°00'00" West, 41.91 feet; thence South 57°00'00" West, 210.00 feet; thence North 86°00'00" West, 60.00 feet; thence North 75°00'00" West, 135.00 feet; thence North 33°58'54" West, 38.11 feet to the POINT OF BEGINNING.

Said exception and/or outparcel containing 5.55 acres.

The net acreage of said parcel contains 408.28 acres, more or less.

TOGETHER WITH a 10 foot Access Easement to said exception and/or outparcel, being more particularly described as follows: BEGINNING at said Northeast corner of said Lot 45 and the



Northwest corner of said right of way of Battersea Drive, run North 01°14'09" West, along the Westerly terminus of said 10 foot Access Easement, a distance of 10.00 feet; thence North 88°39'26" East, along the Northerly line of said 10 foot Access Easement, 227.10 feet; thence North 00°00'00" East, along the Westerly line of said 10 foot Access Easement, 138.06 feet; thence North 80°45'43" East, along the Northerly line of said 10 foot Access Easement, 165.49 feet to the Easterly terminus of said 10 foot Access Easement. It is the intent of said 10 foot Access Easement to be parallel to and 10 feet in width from the and lying Southerly, Easterly and Southerly of the preceding three (3) courses. It is also the intent of said easement to be bounded by a line bearing South 33°58'54" East, from the point of terminus of said easement, being bounded by the Westerly line of said exception and/or outparcel.

**PARCEL 3D:**

A portion of Sections 28 and 29, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at the Southeast corner of Tract "H" as shown on the plat of Las Calinas-Phase One, as recorded in Map Book 62, Pages 44 through 56, inclusive, of the Public Records of said County; thence North 19°59'33" West, along the Easterly line of said Tract "H", a distance of 34.85 feet; thence North 52°18'27" East, 286.38 feet; thence North 35°33'28" West, 166.53 feet; thence North 15°46'28" East, 281.57 feet; thence North 77°58'09" East, 313.63 feet; thence North 30°45'40" East, 182.24 feet; thence North 73°05'22" West, 663.14 feet; thence North 14°29'01" East, 326.30 feet; thence North 02°57'02" West, 497.11 feet; thence North 51°12'43" East, 401.01 feet; thence North 70°44'06" East, 551.17 feet; thence South 08°31'45" East, 651.79 feet; thence South 48°34'21" East, 126.37 feet to a point situate on the Northwesterly right of way line of Las Calinas Boulevard (an 80 foot right of way); thence South 30°45'40" West, along said right of way line, 1570.67 feet to the point of curvature of a curve concave Northwesterly and having a radius of 460.00 feet; thence Southwesterly around and along the arc of said curve and continuing along said Northwesterly right of way line, 313.92 feet, said arc being subtended by a chord bearing and distance of South 50°18'38" West, 307.87 feet to the POINT OF BEGINNING.

Containing 26.24 acres, more or less.

2  
①  
First American

2233222  
②  
THIS DOCUMENT PREPARED  
BY AND RETURN TO:

JOSEPH J. VAN ROOY, ESQUIRE  
JOSEPH J. VAN ROOY, P.L.  
6622 SOUTHPOINT DR. S., SUITE 170  
JACKSONVILLE, FLORIDA 32216

#### ASSIGNMENT OF DEVELOPMENT RIGHTS, PERMITS AND CONTRACTS

THIS ASSIGNMENT OF DEVELOPMENT RIGHTS, PERMITS AND CONTRACTS (the "Agreement") is executed as of the 21<sup>st</sup> day of December, 2009 (the "Effective Date"), by and between LAS CALINAS DEVELOPERS, LLC, a Florida limited liability company, whose address is 1279 County Road 210 West, Jacksonville, Florida 32259 ("Assignor"), and TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, whose address is 151 Southhall Lane, Suite 200, Maitland, Florida 32751 ("Assignee").

#### BACKGROUND FACTS

Pursuant to that certain Agreement for Purchase and Sale by and between Assignor and Assignee dated October 19, 2009, Assignor agreed to convey to Assignee all of its development rights, permits and contracts for that certain real property located in St. Johns County, Florida and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"). Assignor desires to assign any and all development rights, permits and contracts related to the Property to Assignee, and Assignee desires to assume all rights and obligations related to the same from Assignor.

#### AGREEMENT

In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Background Facts. The Background Facts set forth above are true and correct and are incorporated herein by this reference.

2. Assignment. Assignor hereby assigns to Assignee, for the benefit of Assignee's development of single-family residential units on the Property, the following development rights, permits and contracts:

- a. Any and all Planned Unit Development or Planned Rural Development ordinances, as amended, related to development of the Property.
- b. Any and all construction plans, engineering plans and preliminary plats for the Property.
- c. Any and all development orders (as defined in Chapter 380, Florida Statutes) and development agreements for the Property.
- d. Any and all impact fee credits for the Property.
- e. Any and all St. Johns River Water Management District environmental resource and consumptive use permits for the Property.
- f. Any and all Florida Department of Environmental Protection permits for the Property.

- g. Any and all U.S. Army Corps of Engineers permits for the Property.
- h. Any and all environmental site assessment reports for the Property.
- i. Any and all engineering contracts for the Property.
- j. Any and all Florida Department of Transportation permits for the Property.

The above documents shall be referred to herein collectively as the "Approvals".

3. Assumption. Assignee, by its acceptance of this Agreement, assumes any and all rights and obligations contained within the above listed Approvals.


4. Binding. This Agreement shall be binding on Assignor and Assignee, and their respective successors and assigns, and the benefits and burdens of the Approvals shall inure to the benefit and burden of the Assignee, its successors and assigns. After the Effective Date of this Agreement, Assignor shall have no further rights or obligations with respect to the Approvals related to the Property.

5. Assurances. Assignor agrees to execute such other and further documentation as may be necessary or required by governmental authorities to effectuate, complete or provide notice of the Approvals assigned herein.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement in a manner so as to be binding as of the day and year first above written.

[Execution pages follow]

Signed, sealed and delivered  
in the presence of:

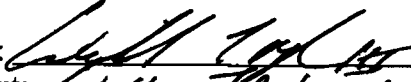
  
Name Printed: Lewis Levi Ritter

  
Name Printed: Michael D. Mesiano

ASSIGNOR:

**LAS CALINAS DEVELOPERS, LLC**, a  
Florida limited liability company


By: **THE ALTERRA GROUP, LLC**, a  
Florida limited liability company

By:   
Print: William T. Pyburn  
Title: Manager  
Date: 12/21/09

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

The foregoing instrument was acknowledged before me this 21 day of December 2009,  
by William T. Pyburn, the Manager of The Alterra Group, LLC, the  
Manager of Las Calinas Developers, LLC, on behalf of Las Calinas Developers, LLC.



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

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

Signed, sealed and delivered  
in the presence of:

*Drew Abel*  
Print Name: DREW ABEL

*John C. Tye*  
Print Name: John C Tye

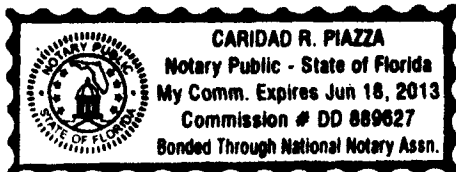
ASSIGNEE:

TAYLOR MORRISON OF FLORIDA,  
INC., a Florida corporation

By: *[Signature]*  
Print: JONATHAN WHITE  
Title: VICE PRESIDENT  
Date: 12/13/09

STATE OF FLORIDA }  
COUNTY OF Orange } SS

The foregoing instrument was acknowledged before me this 13th day of December, 2009  
by JONATHAN WHITE, the VPLAND of Taylor Morrison of  
Florida, Inc., a Florida corporation, on behalf of the corporation.



*Caridad R. Piazza*  
(Print Name) CARIDAD R. PIAZZA  
NOTARY PUBLIC  
State of FLORIDA at Large  
Commission # DD 889627  
My Commission Expires: ✓  
Personally known ✓  
or Produced I.D.           
[check one of the above]

Type of Identification Produced

EXHIBIT "A"

## PARCEL 3A:

A portion of fractional Section 28, a portion of Section 29, and a portion of Section 32, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at a concrete monument common to said Sections 28, 29 and 32 and Section 33, said Township and Range, the same being the Northwest corner of Kensington Unit Two, as recorded in Map Book 53, Pages 89 through 107, inclusive, of the Public Records of said County; thence South  $00^{\circ}37'20''$  East, along the East line of said Section 32 and the West line of Section 33, the same being the West line of said plat of Kensington Unit Two, a distance of 3479.26 feet to the Northeast corner of Tract "A" as shown on the plat of Kensington Unit One, as recorded in Map Book 53, Pages 25 through 30, inclusive, of said Public Records; thence Westerly along the Northerly line of said Tract "A", being a curve concave Southerly and having a radius of 591.00 feet, an arc distance of 490.02 feet, said arc being subtended by a chord bearing and distance of South  $75^{\circ}49'35''$  West, 476.10 feet to the point of tangency of said curve; thence South  $52^{\circ}04'16''$  West, continuing along the Northwesterly line of said Tract "A", a distance of 403.40 feet to the most Westerly corner thereof and a point situate on the Northeasterly right of way line of U.S. Highway No. 1 (a 150 foot right of way); thence North  $37^{\circ}54'50''$  West, along said Northeasterly right of way line, a distance of 4789.89 feet to its intersection with a line dividing said Sections 29 and 32; thence North  $37^{\circ}53'18''$  West, continuing along said Northeasterly right of way line, 107.32 feet to the Southeasterly right of way line of Las Calinas Boulevard, as established by the plat of Las Calinas-Phase One, as recorded in Map Book 62, Pages 44 through 56, inclusive, of said Public Records; thence North  $01^{\circ}39'32''$  West, along said right of way line, 50.76 feet; thence North  $51^{\circ}26'40''$  East, continuing along said Southeasterly right of way line, said right of way at this point having a width of 80.00 feet, a distance of 533.27 feet to the point of curvature of a curve concave Northwesterly and having a radius of 1040.00 feet; thence Northeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, 388.95 feet, said arc being subtended by a chord bearing and distance of North  $40^{\circ}43'49''$  East, 386.69 feet to the point of reverse curvature of a curve concave Southeasterly and having a radius of 528.90 feet; thence Northeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, 535.79 feet, said arc being subtended by a chord bearing and distance of North  $46^{\circ}00'22''$  East, 528.87 feet to the point of tangency of said curve; thence North  $62^{\circ}00'27''$  East, continuing along said Southeasterly right of way line, a distance of 168.61 feet to the point of curvature of a curve concave Southerly and having a radius of 1660.00 feet; thence Easterly around and along the arc of said curve and along the Southerly right of way line of said Las Calinas Boulevard, 735.28 feet, said arc being subtended by a chord bearing and distance of North  $74^{\circ}41'06''$  East, 729.29 feet to the point of reverse curvature of a curve concave Northerly and having a radius of 790.00 feet; thence Easterly around and along the arc of said curve and continuing along said Southerly right of way line, 584.29 feet, said arc being subtended by a chord bearing and distance of North  $66^{\circ}11'08''$  East, 571.07 feet to the point of tangency of said curve; thence North  $45^{\circ}00'15''$  East, along the Southeasterly right of way line of said Las Calinas Boulevard, 11.52 feet to the point of curvature of a curve concave Southerly and having a radius of 460.00 feet; thence Easterly around and along the arc of said curve and along said Southerly right of way line of Las Calinas Boulevard, 361.36 feet, said arc being subtended by a chord bearing and distance of North  $67^{\circ}28'22''$  East, 352.14 feet to the point of tangency of said curve; thence South  $89^{\circ}59'35''$  East, continuing along said Southerly right of way line, 581.33 feet to the point of curvature of a curve concave Northwesterly and having a radius of

540.00 feet; thence Northeasterly around and along the arc of said curve and along the Southeasterly right of way line of said Las Calinas Boulevard, 558.41 feet, said arc being subtended by a chord bearing and distance of North 60°23'10" East, 533.86 feet to the point of tangency of said curve; thence North 30°45'40" East, continuing along said Southeasterly right of way line, 1555.61 feet to the most Westerly corner of Tract "F" as shown on the plat of Palencia North Phase 1, as recorded in Map Book 62, Pages 77 through 102, inclusive, of said Public Records; thence South 74°52'48" East, along the Southerly line of said Tract "F" and the Southerly line of Tract "G", said last mentioned plat, 460.41 feet; thence the following five (5) courses along the Westerly line of said Tract "G": Course No. 1: South 08°41'21" East, 920.33 feet; Course No. 2: South 46°43'18" East, 320.90 feet; Course No. 3: South 16°42'30" East, 1270.16 feet; Course No. 4: South 28°19'38" West, 240.74 feet; Course No. 5: South 19°40'15" East, 598.56 feet to a point situate on the South line of said Section 28; thence South 88°39'26" West, along said South line of Section 28, and along the South line of said plat of Kensington Unit Two, a distance of 2093.42 feet to the POINT OF BEGINNING.

Containing 413.83 acres, more or less.

EXCEPTING THEREFROM a portion of said Section 28, being more particularly described as follows: COMMENCING at said Northwest corner of Kensington Unit Two; thence North 88°39'26" East, along the Northerly line of said last mentioned plat and the Southerly line of said Section 28, a distance of 233.65 feet to the Northeast corner of Lot 45, said last mentioned plat, the same being the Northwestern terminus of Battersea Drive, a 50 foot right of way as shown on said last mentioned plat; thence North 01°14'09" West, 10.00 feet; thence North 88°39'26" East, 227.10 feet; thence North 00°00'00" East, 138.06 feet; thence North 80°45'43" East, 165.49 feet to the POINT OF BEGINNING of said exception; thence North 33°58'54" West, 27.11 feet; thence North 11°00'00" West, 75.00 feet; thence North 30°00'00" West, 60.00 feet; thence North 30°00'00" East, 45.00 feet; thence South 79°00'00" East, 86.00 feet; thence North 65°00'00" East, 10.72 feet; thence North 08°00'00" East, 58.00 feet; thence North 20°00'00" West, 65.00 feet; thence North 90°00'00" East, 280.00 feet; thence South 84°00'00" East, 80.00 feet; thence North 52°00'00" East, 190.00 feet; thence South 61°00'00" East, 108.00 feet; thence South 39°00'00" East, 60.00 feet; thence South 20°00'00" East, 139.82 feet; thence South 00°00'00" East, 22.58 feet; thence South 15°14'03" West, 95.70 feet; thence South 40°00'00" West, 188.66 feet; thence North 50°00'00" West, 204.08 feet; thence South 90°00'00" West, 41.91 feet; thence South 57°00'00" West, 210.00 feet; thence North 86°00'00" West, 60.00 feet; thence North 75°00'00" West, 135.00 feet; thence North 33°58'54" West, 38.11 feet to the POINT OF BEGINNING.

Said exception and/or outparcel containing 5.55 acres.

The net acreage of said parcel contains 408.28 acres, more or less.

Together with:

## PARCEL 3D:

A portion of Sections 28 and 29, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at the Southeast corner of Tract "H" as shown on the plat of Las Calinas-Phase One, as recorded in Map Book 62, Pages 44 through 56, inclusive, of the Public Records of said County; thence North 19°59'33" West, along the Easterly line of said Tract "H", a distance of 34.85 feet; thence North 52°18'27" East, 286.38 feet; thence North 35°33'28" West, 166.53 feet; thence North 15°46'28" East, 281.57 feet; thence North 77°58'09" East, 313.63 feet; thence North 30°45'40" East, 182.24 feet; thence North 73°05'22" West, 663.14 feet; thence North 14°29'01" East, 326.30 feet; thence North 02°57'02" West, 497.11 feet; thence North 51°12'43" East, 401.01 feet; thence North 70°44'06" East, 551.17 feet; thence South 08°31'45" East, 651.79 feet; thence South 48°34'21" East, 126.37 feet to a point situate on the Northwesternly right of way line of Las Calinas Boulevard (an 80 foot right of way); thence South 30°45'40" West, along said right of way line, 1570.67 feet to the point of curvature of a curve concave Northwesternly and having a radius of 460.00 feet; thence Southwesterly around and along the arc of said curve and continuing along said Northwesternly right of way line, 313.92 feet, said arc being subtended by a chord bearing and distance of South 50°18'38" West, 307.87 feet to the POINT OF BEGINNING.

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RETURN RECORDED ORIGINAL TO:  
Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177-2529

PREPARED BY:  
Environmental Services, Inc.  
7220 Financial Way, Suite 100  
Jacksonville, Florida 32256

### CONSERVATION EASEMENT

**THIS CONSERVATION EASEMENT** is made this 25<sup>th</sup> day of August, 2009, by **Las Calinas Developers, LLC**, having an address at 1914 Art Museum Drive, Jacksonville, Florida 32207, ("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 4049 Reid Street, Palatka, Florida 32177-2529 ("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 ("Property"); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of Permit No. 4-109-71374-5, issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife and wetland functions; and

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

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions and restriction 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 ("Conservation Easement"). Grantor fully warrants title to said Property and will warrant and defend the same against the lawful claims of all persons claiming by, through or under Grantor.

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

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

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

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

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

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

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

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

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

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

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Notwithstanding the prohibitions in Section 2, Grantor reserves the right to conduct the activities necessary to create, maintain, and monitor the wetland creation areas in accordance with the wetland mitigation plan approved as a condition of permit no. 4-109-71374-5.

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

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

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

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

6. Grantee's Liability. Grantee's ownership or attempted enforcement of the rights granted hereby shall not subject Grantee to any liability for any damage or injury that may be suffered by any person on the Property or as a result of the condition of the Property, except for such damage or injury which shall arise in whole or in part from the negligent or intentional actions of Grantee or its agents.

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

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

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

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.  
Signed, sealed and delivered in the presence of:

**Las Calinas Developers, LLC,**  
a Florida limited liability company

By its manager:  
**The Alterra Group, LLC,**  
a Florida limited liability company

Charles D. Raley, Jr.  
(Print Name) CHARLES D. RALEY, JR.

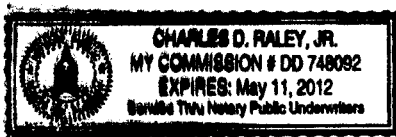
By: William T. Pyburn  
Name: William T. Pyburn, Manager

Michael D. Mesiano  
(Print Name) Michael D. Mesiano

Date: 8/25/09

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

The foregoing instrument was acknowledged before me this 25<sup>TH</sup> day of August, 2009, by William T. Pyburn as manager of The Alterra Group, LLC., the manager of Las Calinas Developers, LLC, a Florida Limited Liability Company.



Charles D. Raley, Jr.  
(Print Name) \_\_\_\_\_  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_


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

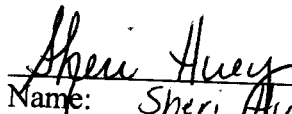
Type of Identification Produced  
\_\_\_\_\_  
\_\_\_\_\_

# CONSENT AND JOINDER OF MORTGAGEE

The undersigned, CNLBANK, FIRST COAST, a Florida banking association (mortgagee), the mortgagee under that certain Mortgage, Security Agreement and Fixture Filing (the "Mortgage") executed by **LAS CALINAS DEVELOPERS, LLC**, in favor of Mortgagee dated February 28, 2007, and recorded in Official Records Book 2881, Page 840, of the current public records of St. Johns County, Florida, hereby consents and joins in the foregoing Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Easement) to the Easement.

Witnesses:

  
Name: Jeanette Wilson

  
Name: Sheri Huey

CNLBANK, FIRST COAST,  
a Florida banking association

By: 

Name: Lynn E. Vermilya

Title: Senior Vice President

STATE OF FLORIDA }

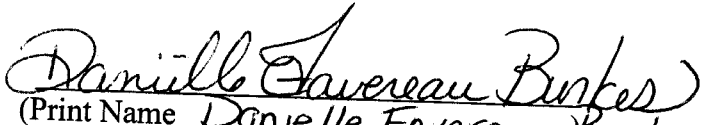
COUNTY OF DUVAL }

} SS  
}

The foregoing instrument was acknowledged before me this 22 day of August, 2007 by Lynn E. Vermilya, a Senior Vice President of CNLBANK, FIRST COAST, a Florida banking association, on behalf of the bank.



DANIELLE FAVEREAU BURKES  
Commission DD 659739  
Expires May 24, 2011  
Bonded Thru Troy Fain Insurance 900-885-7019

  
(Print Name Danielle Favereau Burkes)  
Notary Public, State of Florida at Large  
Commission \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Personally Known ☒ or Produced I.D. \_\_\_\_\_

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



Project:	EJ05539.00
Date:	May 2007
Drwn/Chkd:	BM/JRN
Figure:	1



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

EXHIBIT A<sup>17</sup> PL. 2 OF 73

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

October 12, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3A  
File No. 119B-3

### Conservation Easement 3A

A portion of Section 32, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of said Section 32, thence South 88°59'41" West, along the Northerly line of said Section 32, a distance of 1745.96 feet; thence South 01°00'19" East, departing said Northerly line, 1063.69 feet to the Point of Beginning.

From said Point of Beginning, thence South 66°16'43" East, 42.65 feet; thence North 72°56'39" East, 40.54 feet; thence North 73°36'10" East, 17.49 feet; thence South 80°00'00" East, 10.65 feet; thence South 10°00'00" West, 11.59 feet; thence South 18°00'00" East, 110.00 feet; thence South 71°00'00" East, 108.00 feet; thence Due South, 35.49 feet; thence South 48°00'00" West, 111.25 feet; thence South 40°30'00" East, 95.46 feet; thence South 27°00'00" West, 37.68 feet; thence South 35°00'00" East, 90.00 feet; thence South 86°00'00" East, 56.92 feet; thence South 65°00'00" East, 39.55 feet; thence South 15°30'00" East, 80.59 feet; thence South 54°00'00" East, 48.35 feet; thence South 33°00'00" East, 7.04 feet; thence South 09°00'00" West, 61.00 feet; thence South 05°00'00" East, 200.09 feet; thence Due South, 111.80 feet; thence South 30°00'00" East, 164.09 feet; thence South 39°00'00" East, 317.70 feet; thence Due North, 310.23 feet; thence North 20°00'00" West, 42.93 feet; thence North 18°00'00" East, 37.36 feet; thence North 37°00'00" East, 173.19 feet; thence South 22°30'00" East, 152.88 feet; thence South 32°00'00" West, 96.00 feet; thence South 25°00'00" East, 114.29 feet; thence South 06°30'00" West, 60.00 feet; thence South 35°45'22" West, 55.60 feet; thence South 42°00'00" East, 72.81 feet; thence South 06°35'55" East, 212.97 feet; thence Due South, 96.52 feet; thence South 37°00'00" East, 319.35 feet; thence South 74°30'00" West, 11.06 feet; thence South 35°55'41" East, 108.29 feet; thence South 35°24'29" East, 57.44 feet; thence Due North, 25.52 feet; thence South 36°00'00" East, 140.00 feet; thence Due East, 68.26 feet; thence North 10°00'00" East, 201.13 feet; thence North 03°00'00" West, 184.37 feet; thence North 15°30'00" West, 160.00 feet; thence North 41°00'00" West, 58.07 feet; thence North 15°30'00" West, 187.59 feet; thence Due North, 201.49 feet; thence North 22°00'00" East, 170.46 feet; thence North 62°00'00" East, 107.70 feet; thence South 85°00'00" East, 53.43 feet; thence South 07°00'00" East, 68.22 feet; thence South 12°00'00" East, 153.35 feet; thence Due East,

## EXHIBIT "A" PL 3 of 73

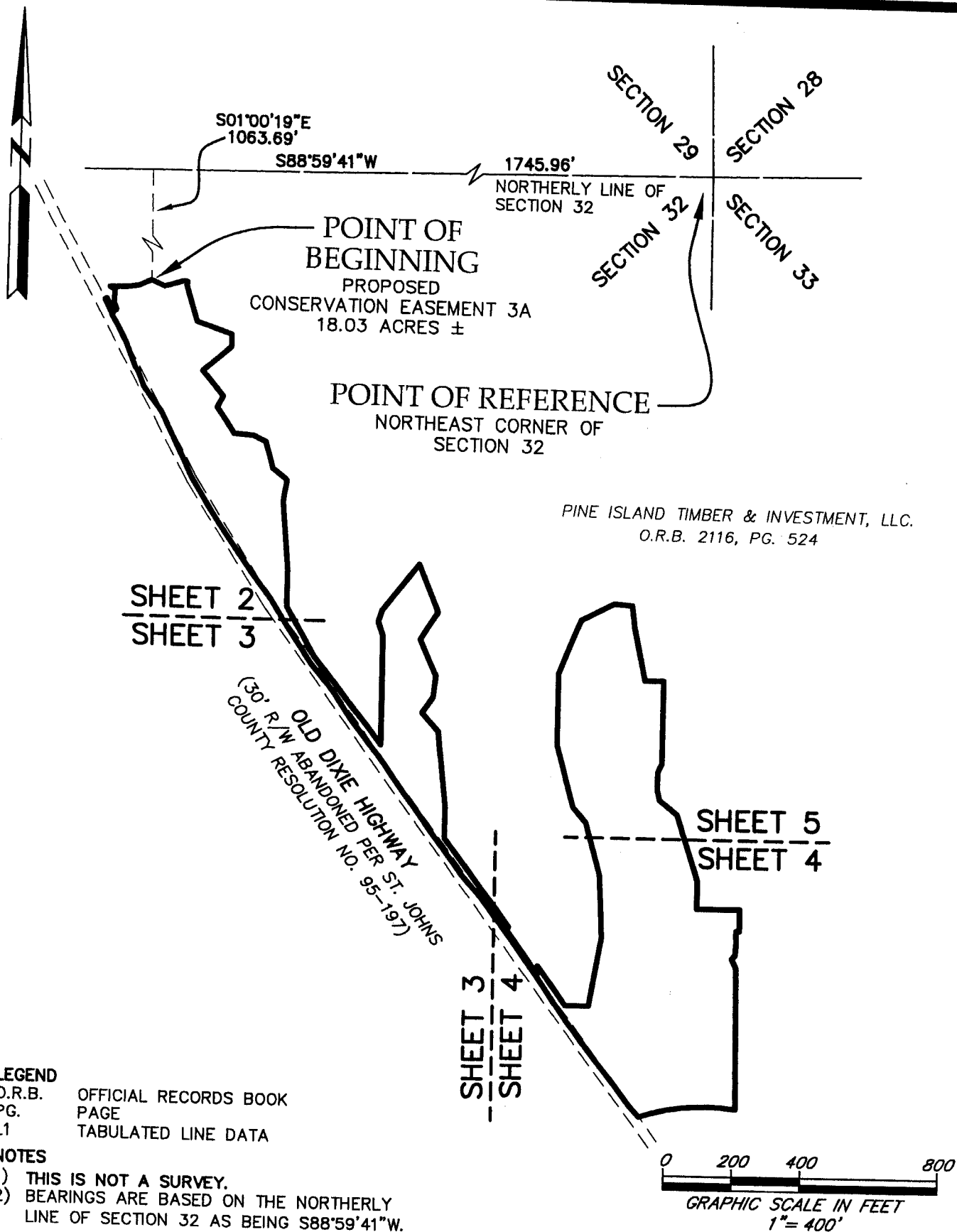
55.48 feet; thence Due South, 235.61 feet; thence South 25°00'00" West, 26.37 feet; thence South 02°00'00" West, 50.00 feet; thence South 14°00'00" East, 32.00 feet; thence South 50°00'00" East, 67.73 feet; thence South 18°00'00" East, 204.13 feet; thence Due South, 81.80 feet; thence Due East, 126.92 feet; thence South 00°37'40" East, 61.88 feet; thence Due West, 10.00 feet; thence South 00°37'40" East, 50.29 feet; thence South 42°35'59" West, 1.57 feet; thence South 02°23'07" West, 19.40 feet; thence South 42°15'10" West, 16.00 feet; thence South 26°33'10" East, 29.70 feet; thence South 00°37'40" East, 415.81 feet to a point on a curve concave Southeasterly, having a radius of 591.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 27°52'34", an arc length of 287.54 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 84°39'39" West, 284.71 feet; thence North 41°29'26" West, 43.73 feet; thence North 37°08'18" West, 97.36 feet; thence North 37°48'32" West, 108.54 feet; thence North 37°30'20" West, 101.32 feet; thence North 34°12'11" West, 111.60 feet; thence North 35°24'29" West, 106.72 feet; thence North 35°55'41" West, 126.81 feet; thence North 37°21'22" West, 102.83 feet; thence North 41°07'36" West, 88.80 feet; thence North 36°23'52" West, 107.99 feet; thence North 35°50'00" West, 214.40 feet; thence North 36°01'16" West, 96.94 feet; thence North 39°13'45" West, 114.13 feet; thence North 34°08'28" West, 98.20 feet; thence North 40°12'29" West, 111.93 feet; thence North 33°56'10" West, 113.10 feet; thence North 32°23'27" West, 104.23 feet; thence North 36°49'13" West, 102.51 feet; thence North 34°23'37" West, 129.41 feet; thence North 33°20'46" West, 96.16 feet; thence North 31°42'46" West, 100.60 feet; thence North 25°55'45" West, 110.01 feet; thence North 26°25'04" West, 94.73 feet; thence North 35°48'41" West, 93.64 feet; thence North 22°35'07" West, 45.48 feet; thence North 34°08'03" West, 15.71 feet; thence North 21°56'43" West, 74.65 feet; thence North 27°43'13" West, 54.15 feet; thence North 30°48'39" West, 42.23 feet; thence North 45°59'46" East, 2.37 feet; thence North 27°43'13" West, 46.50 feet; thence North 62°16'47" East, 6.00 feet; thence South 27°43'13" East, 44.75 feet; thence North 45°59'46" East, 12.77 feet; thence North 22°07'19" West, 22.36 feet; thence North 04°26'38" East, 37.03 feet; thence North 65°49'58" West, 16.70 feet; thence North 87°28'17" East, 48.94 feet; thence North 82°22'28" East, 36.62 feet; thence North 64°00'40" East, 39.78 feet to the Point of Beginning.

Containing 18.03 acres, more or less.

EXHIBIT "A" PG. 4 OF 73

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



SHEET 1 OF 5

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Robert M. Angas Associates, inc.**

LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

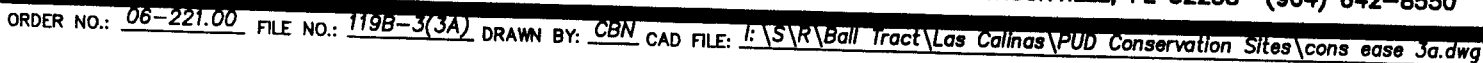
14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

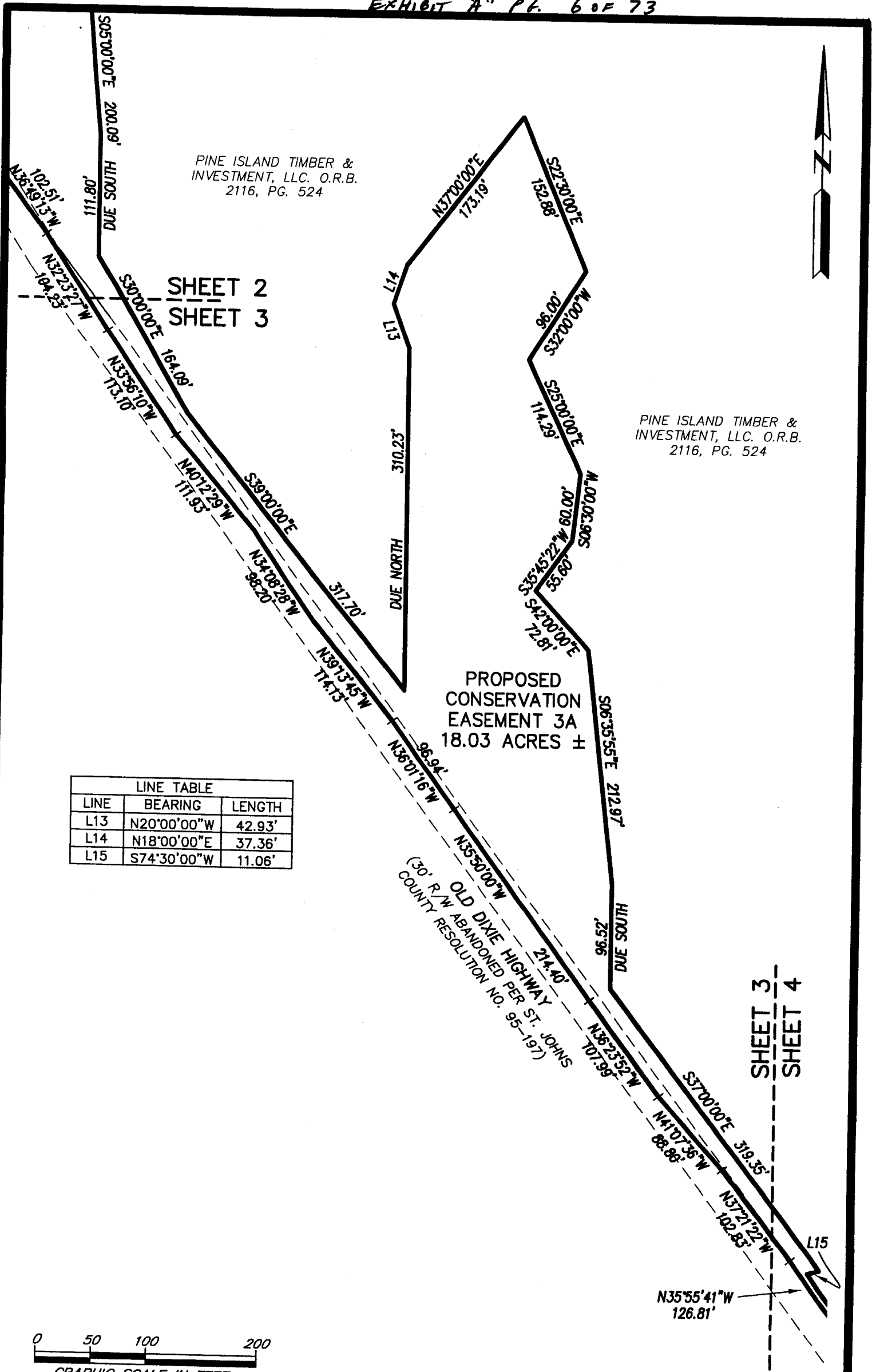
DATE: OCTOBER 12, 2006

SCALE: 1"=400'

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE of FLORIDA LS No. 5517





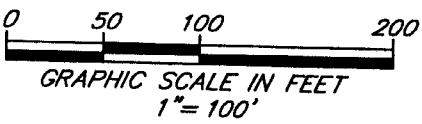


PINE ISLAND TIMBER &  
INVESTMENT, LLC. O.R.B.  
2116, PG. 524

PINE ISLAND TIMBER &  
INVESTMENT, LLC. O.R.B.  
2116, PG. 524

PROPOSED  
CONSERVATION  
EASEMENT 3A  
18.03 ACRES ±

LINE TABLE		
LINE	BEARING	LENGTH
L13	N20°00'00"W	42.93'
L14	N18°00'00"E	37.36'
L15	S74°30'00"W	11.06'

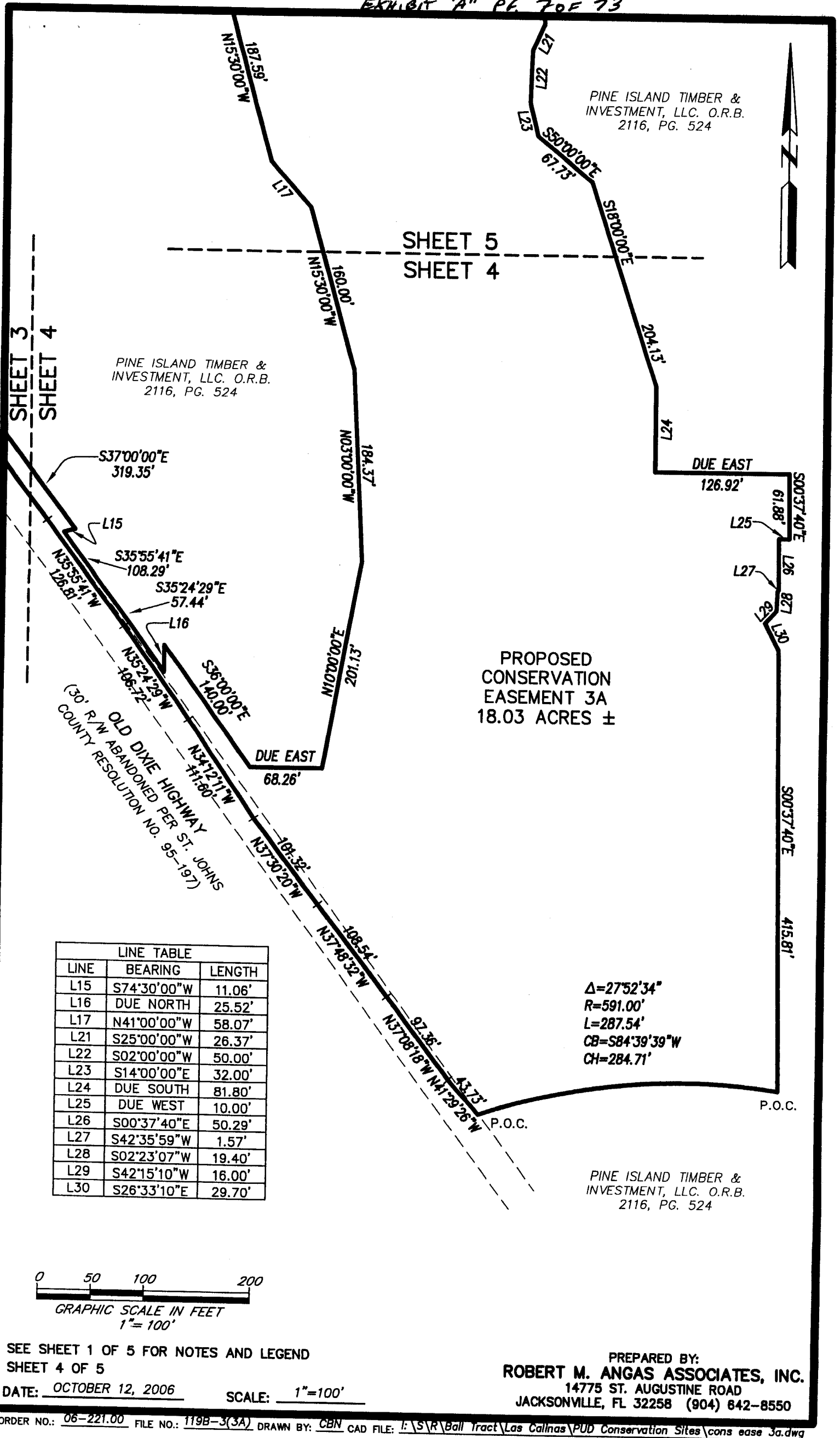


SEE SHEET 1 OF 5 FOR NOTES AND LEGEND  
SHEET 3 OF 5

DATE: OCTOBER 12, 2006 SCALE: 1"=100'

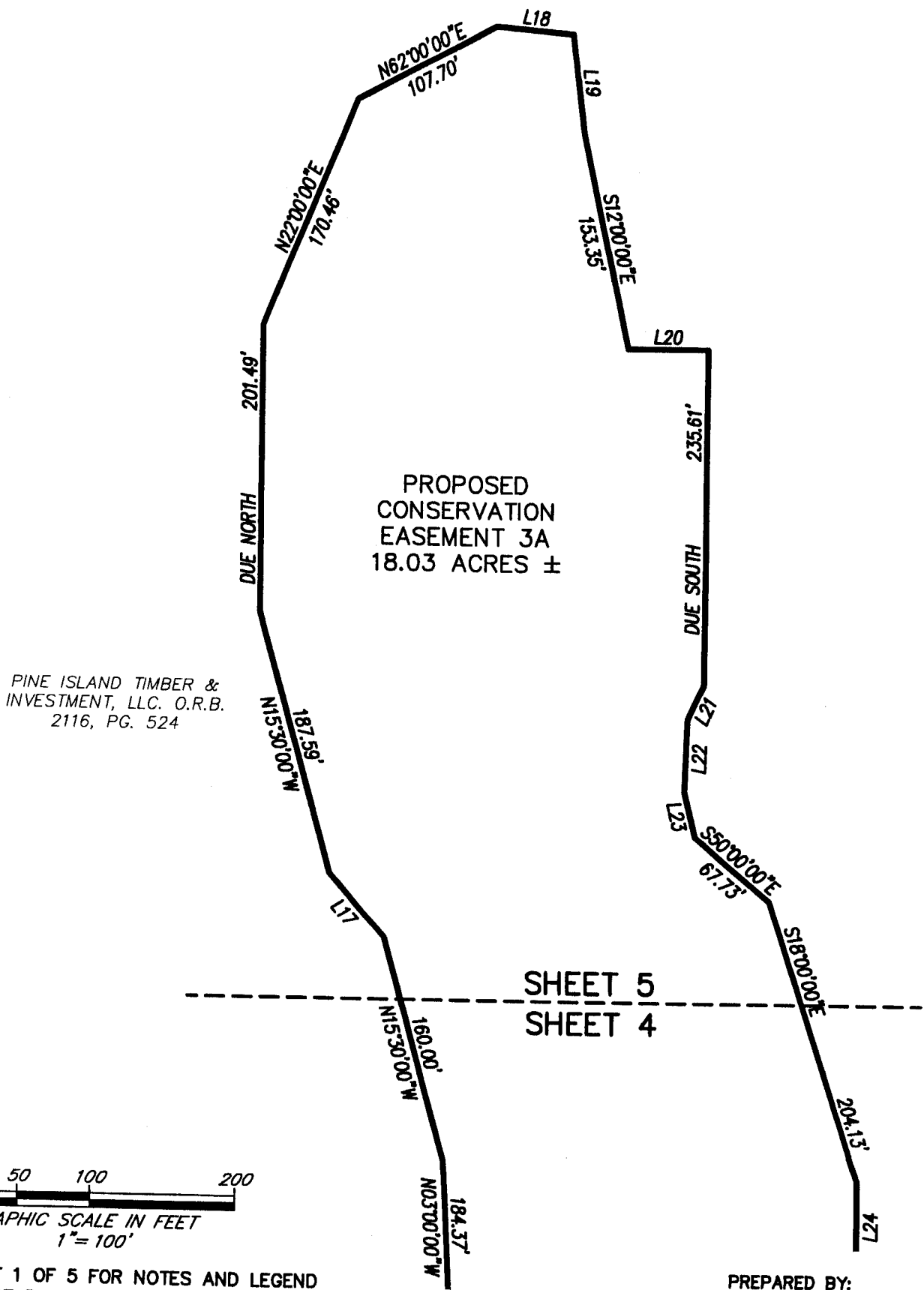
PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550

EXHIBIT "A" PG. 70 OF 73





LINE TABLE		
LINE	BEARING	LENGTH
L17	N41°00'00"W	58.07'
L18	S85°00'00"E	53.43'
L19	S07°00'00"E	68.22'
L20	DUE EAST	55.48'
L21	S25°00'00"W	26.37'
L22	S02°00'00"W	50.00'
L23	S14°00'00"E	32.00'
L24	DUE SOUTH	81.80'

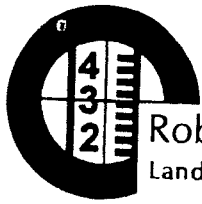


SEE SHEET 1 OF 5 FOR NOTES AND LEGEND  
SHEET 5 OF 5

DATE: OCTOBER 12, 2006

SCALE: 1"=100'

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550



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

EXHIBIT "A" PL 9 OF 73

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

October 12, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3B  
File No. 119B-3

### Conservation Easement 3B

A portion of Section 32, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said County, and being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of said Section 32; thence South 88°59'41" West, along the Northerly line of said Section 32, a distance of 1910.13 feet; thence South 01°00'19" East, departing said Northerly line, 1128.13 feet to the Point of Beginning.

From said Point of Beginning, thence South 21°41'05" East, 86.56 feet; thence South 29°20'56" East, 100.02 feet; thence South 26°14'19" East, 63.24 feet; thence North 51°31'49" East, 10.13 feet; thence South 20°23'02" East, 38.19 feet; thence South 32°54'47" East, 119.71 feet; thence South 31°03'34" East, 35.62 feet; thence South 77°35'23" West, 6.58 feet; thence South 31°15'29" East, 67.43 feet; thence South 23°59'01" East, 107.21 feet; thence South 33°52'36" East, 98.74 feet; thence North 56°07'24" East, 6.00 feet; thence South 33°52'36" East, 16.07 feet; thence South 32°05'04" East, 117.68 feet; thence South 35°29'58" East, 105.21 feet; thence South 34°04'11" East, 103.96 feet; thence South 34°40'34" East, 108.03 feet; thence South 38°10'48" East, 24.57 feet; thence South 51°49'12" West, 6.00 feet; thence South 38°10'48" East, 89.90 feet; thence South 36°26'46" East, 105.82 feet; thence South 37°13'07" East, 112.08 feet; thence South 33°42'47" East, 103.74 feet; thence South 37°10'35" East, 110.76 feet; thence South 38°36'33" East, 105.12 feet; thence South 37°13'13" East, 41.86 feet; thence South 53°49'02" West, 218.90 feet; thence South 52°07'27" West, 61.90 feet; thence South 70°06'40" West, 51.90 feet; thence North 25°01'05" East, 3.97 feet; thence South 73°00'00" West, 140.10 feet; thence North 44°00'00" West, 211.24 feet; thence North 52°15'00" East, 23.11 feet; thence North 10°00'00" West, 78.21 feet; thence North 04°00'00" East, 88.00 feet; thence North 08°00'00" East, 90.00 feet; thence North 45°00'00" West, 80.64 feet; thence North 12°14'57" West, 103.46 feet; thence North 80°00'00" West, 90.00 feet; thence North 43°00'00" West, 57.58 feet; thence North 10°00'00" West, 116.00 feet; thence North 20°00'00" West, 252.00 feet; thence North 15°00'00" West, 51.56 feet; thence Due North, 77.11 feet; thence North 52°30'00" West, 108.45 feet; thence South 76°00'00" West, 21.35 feet to the point of curvature of a curve concave Northeasterly, having a radius of 10.00 feet; thence Northwesterly along the arc of said curve, through a central

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*EXHIBIT "A" PL. 10 OF 73*

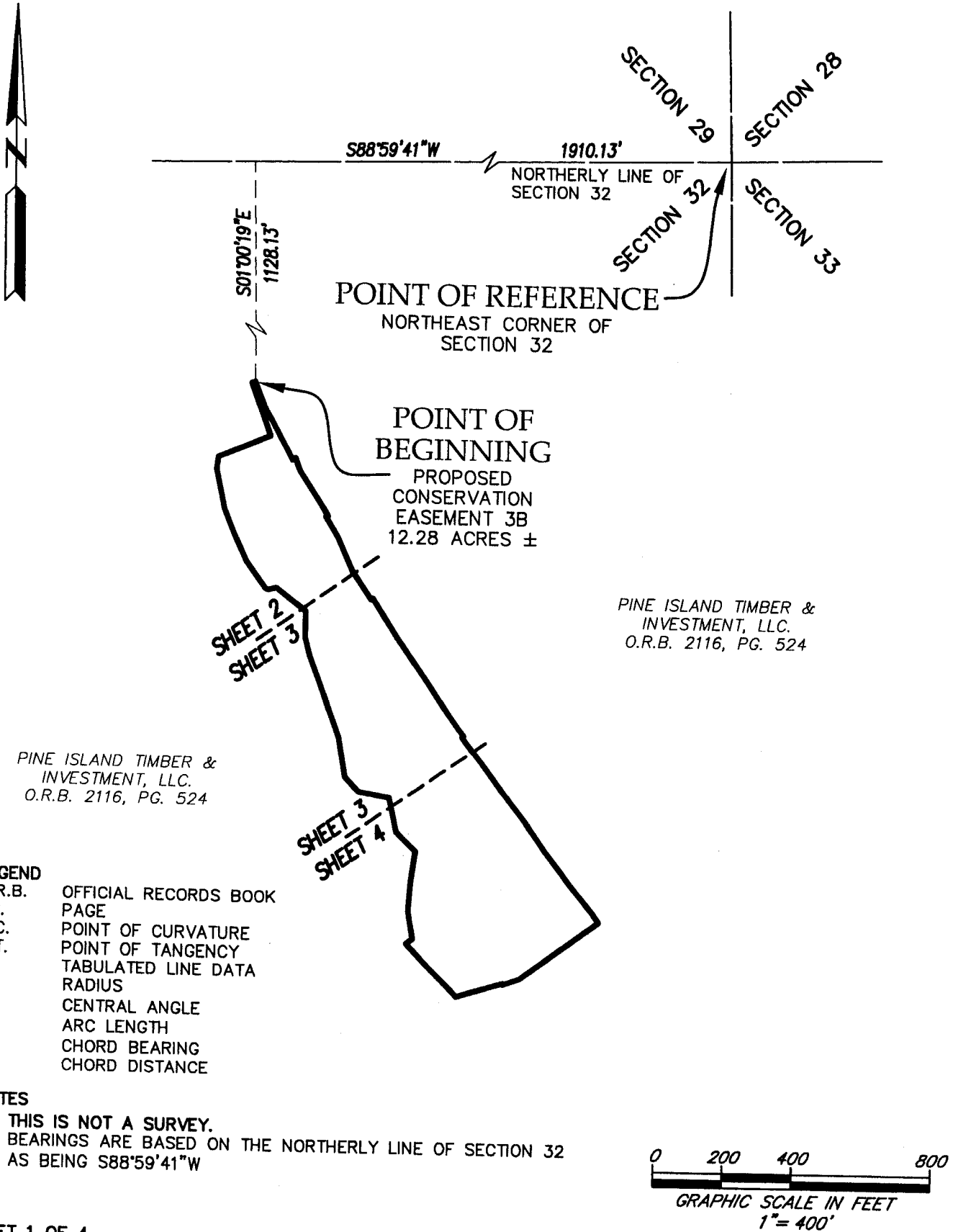
angle of  $68^{\circ}00'00''$ , an arc length of 11.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $70^{\circ}00'00''$  West, 11.18 feet; thence North  $36^{\circ}00'00''$  West, 94.25 feet; thence North  $24^{\circ}38'09''$  West, 82.14 feet; thence North  $22^{\circ}00'00''$  West, 83.12 feet; thence North  $12^{\circ}00'00''$  West, 116.00 feet; thence North  $08^{\circ}00'00''$  East, 36.00 feet; thence North  $67^{\circ}00'00''$  East, 163.00 feet; thence North  $20^{\circ}31'07''$  West, 161.50 feet; thence North  $69^{\circ}00'00''$  East, 10.88 feet to the Point of Beginning.

Containing 12.28 acres, more or less.

EXHIBIT "A" PG 11 OF 73

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



SHEET 1 OF 4



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

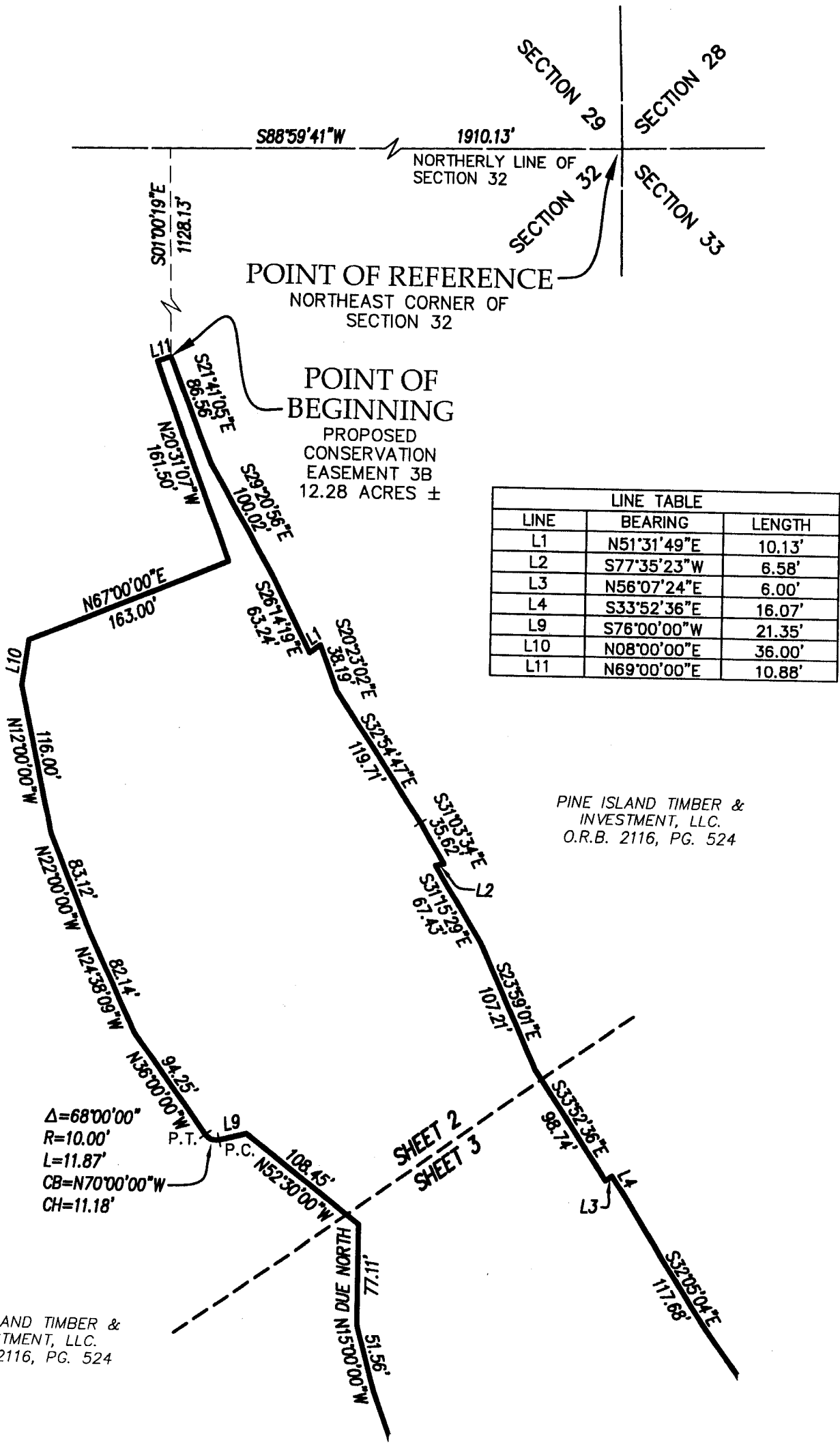
**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 12, 2006

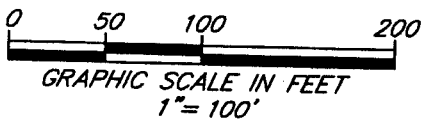
SCALE: 1"=400'

*Joseph Leslie Reynolds, III*  
JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517



PINE ISLAND TIMBER & INVESTMENT, LLC.  
O.R.B. 2116, PG. 524

PINE ISLAND TIMBER & INVESTMENT, LLC.  
O.R.B. 2116, PG. 524

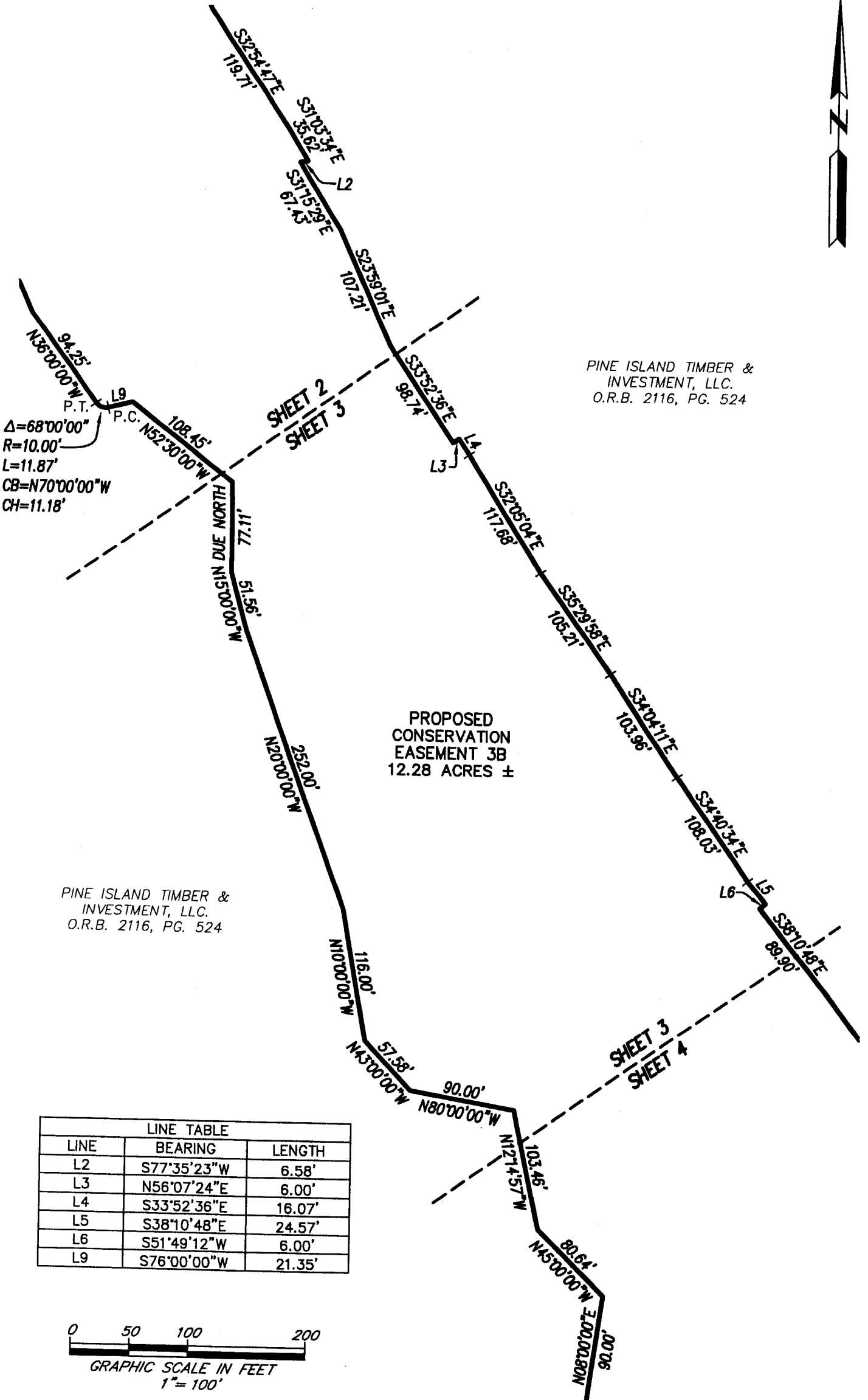


SEE SHEET 1 OF 4 FOR NOTES AND LEGEND  
SHEET 2 OF 4

DATE: OCTOBER 12, 2006 SCALE: 1"=100'

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550





PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550

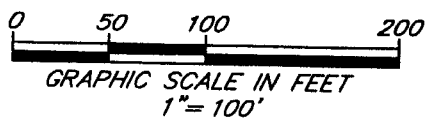
EXHIBIT 'A' PP 14 OF 73



PINE ISLAND TIMBER &  
INVESTMENT, LLC.  
O.R.B. 2116, PG. 524

PROPOSED  
CONSERVATION  
EASEMENT 3B  
12.28 ACRES ±

PINE ISLAND TIMBER &  
INVESTMENT, LLC.  
O.R.B. 2116, PG. 524

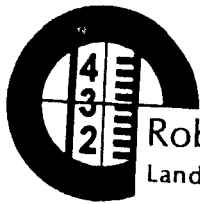


LINE TABLE		
LINE	BEARING	LENGTH
L5	S38°10'48"E	24.57'
L6	S51°49'12"W	6.00'
L7	N25°01'05"E	3.97'
L8	N52°15'00"E	23.11'

SEE SHEET 1 OF 4 FOR NOTES AND LEGEND  
SHEET 4 OF 4

DATE: OCTOBER 12, 2006 SCALE: 1"=100'

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550



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

EXHIBIT "A" PL 15 OF 73

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

October 12, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3C  
File No. 119B-3

### Conservation Easement 3C

A portion of Sections 29 and 32, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows.

For a Point of Reference, commence at the Northeast corner of said Section 32, thence South 88°59'41" West, along the Northerly line of said Section 32, a distance of 1878.17 feet to the Point of Beginning.

From said Point of Beginning, thence South 26°04'34" East, 90.14 feet; thence South 39°55'43" West, 50.18 feet; thence Due West, 10.15 feet; thence South 21°57'17" West, 21.16 feet; thence South 36°06'34" East, 20.91 feet; thence South 74°00'00" East, 21.04 feet; thence South 35°00'00" East, 50.00 feet; South 00°30'00" East, 80.00 feet; thence South 30°00'00" East, 80.00 feet; thence South 87°00'00" East, 50.00 feet; thence South 19°00'00" East, 327.27 feet; thence North 76°00'00" East, 66.19 feet to the point of curvature of a curve concave Southwesterly, having a radius of 10.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 77°00'00", an arc length of 13.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 65°30'00" East, 12.45 feet; thence South 27°00'00" East, 90.67 feet; thence South 01°00'00" East, 8.77 feet; thence South 25°00'00" West, 92.37 feet; thence South 53°00'00" West, 125.00 feet; thence Due South, 27.00 feet; thence South 72°42'48" West, 71.92 feet; thence South 36°56'02" West, 17.95 feet; thence South 20°15'16" West, 19.30 feet; thence South 82°21'45" East, 39.06 feet; thence North 80°00'00" East, 43.30 feet; thence South 70°00'00" East, 47.00 feet; thence South 18°10'34" West, 10.99 feet; thence North 88°07'14" West, 51.40 feet; thence South 65°12'50" West, 19.00 feet; thence South 02°45'46" East, 23.78 feet; thence North 65°53'03" West, 26.36 feet; thence North 72°08'08" West, 28.02 feet; thence South 76°02'50" West, 18.64 feet; thence South 54°38'40" West, 32.07 feet; thence South 26°04'01" East, 21.41 feet; thence South 22°31'07" West, 8.30 feet; thence South 72°59'13" West, 8.37 feet; thence North 32°11'55" West, 10.51 feet; thence North 64°47'46" West, 36.12 feet; thence South 45°12'14" West, 44.92 feet; thence North 74°05'51" West, 31.27 feet; thence North 13°41'51" West, 34.44 feet; thence South 64°44'22" West, 5.11 feet; thence North 50°08'56" West, 50.13 feet; thence North 32°52'56" West, 58.41 feet; thence North 23°28'32" West, 55.45 feet; thence North 23°50'45" West, 36.89 feet; thence South 29°40'09" West, 40.10 feet; thence South

*EXHIBIT 'A' PG. 16 of 73*

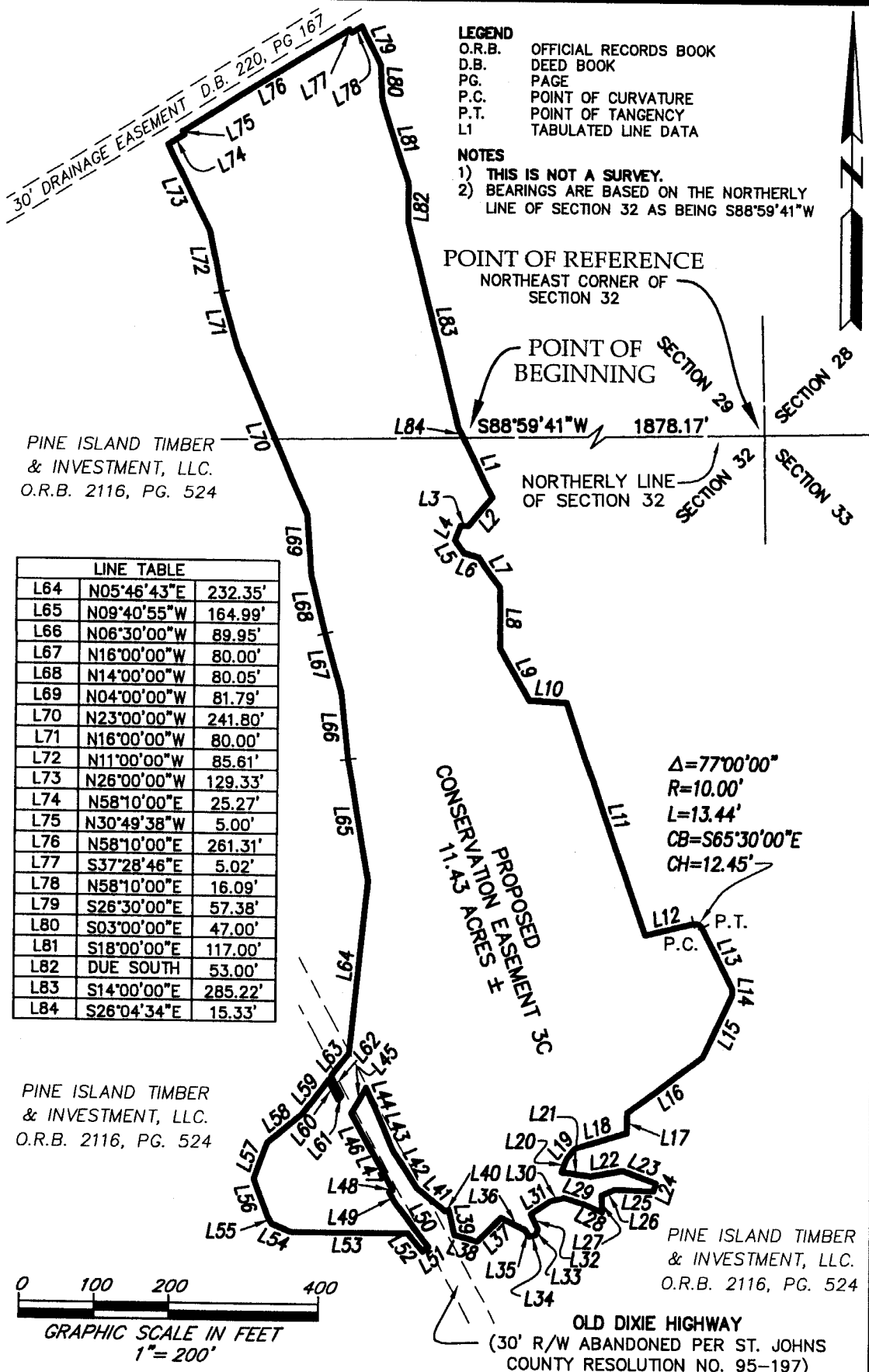
28°43'09" East, 27.56 feet; thence South 29°17'46" East, 89.19 feet; thence South 60°42'14" West, 6.00 feet; thence South 29°17'46" East, 18.93 feet; thence South 37°28'00" East, 72.59 feet; thence South 51°00'00" West, 10.14 feet; thence North 39°00'00" West, 31.92 feet; thence Due West, 156.00 feet; thence North 67°30'00" West, 28.00 feet; thence North 30°00'00" West, 12.00 feet; thence North 20°00'00" West, 54.00 feet; thence North 20°00'00" East, 51.70 feet; thence North 50°00'00" East, 60.00 feet; thence North 37°00'00" East, 57.35 feet; thence South 28°43'09" East, 28.73 feet; thence North 38°00'00" East, 6.53 feet; thence North 28°43'09" West, 29.30 feet; thence North 37°35'36" East, 38.57 feet; thence North 05°46'43" East, 232.35 feet; thence North 09°40'55" West, 164.99 feet; thence North 06°30'00" West, 89.95 feet; thence North 16°00'00" West, 80.00 feet; thence North 14°00'00" West, 80.05 feet; thence North 04°00'00" West, 81.79 feet; thence North 23°00'00" West, 241.80 feet; thence North 16°00'00" West, 80.00 feet; thence North 11°00'00" West, 85.61 feet; thence North 26°00'00" West, 129.33 feet; thence North 58°10'00" East, 25.27 feet; thence North 30°49'38" West, 5.00 feet; thence North 58°10'00" East, 261.31 feet; thence South 37°28'46" East 5.02 feet; thence North 58°10'00" East, 16.09 feet; thence South 26°30'00" East, 57.38 feet; thence South 03°00'00" East, 47.00 feet; thence South 18°00'00" East, 117.00 feet; thence Due South, 53.00 feet; thence South 14°00'00" East, 285.22 feet; thence South 26°04'34" East, 15.33 feet to the Point of Beginning.

Containing 11.43 acres, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTIONS 29 AND 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S26°04'34"E	90.14'
L2	S39°55'43"W	50.18'
L3	DUE WEST	10.15'
L4	S21°57'17"W	21.16'
L5	S36°06'34"E	20.91'
L6	S74°00'00"E	21.04'
L7	S35°00'00"E	50.00'
L8	S00°30'00"E	80.00'
L9	S30°00'00"E	80.00'
L10	S87°00'00"E	50.00'
L11	S19°00'00"E	327.27'
L12	N76°00'00"E	66.19'
L13	S27°00'00"E	90.67'
L14	S01°00'00"E	8.77'
L15	S25°00'00"W	92.37'
L16	S53°00'00"W	125.00'
L17	DUE SOUTH	27.00'
L18	S72°42'48"W	71.92'
L19	S36°56'02"W	17.95'
L20	S20°15'16"W	19.30'
L21	S82°21'45"E	39.06'
L22	N80°00'00"E	43.30'
L23	S70°00'00"E	47.00'
L24	S18°10'34"W	10.99'
L25	N88°07'14"W	51.40'
L26	S65°12'50"W	19.00'
L27	S02°45'46"E	23.78'
L28	N65°53'03"W	26.36'
L29	N72°08'08"W	28.02'
L30	S76°02'50"W	18.64'
L31	S54°38'40"W	32.07'
L32	S26°04'01"E	21.41'
L33	S22°31'07"W	8.30'
L34	S72°59'13"W	8.37'
L35	N32°11'55"W	10.51'
L36	N64°47'46"W	36.12'
L37	S45°12'14"W	44.92'
L38	N74°05'51"W	31.27'
L39	N13°41'51"W	34.44'
L40	S64°44'22"W	5.11'
L41	N50°08'56"W	50.13'
L42	N32°52'56"W	58.41'
L43	N23°28'32"W	55.45'
L44	N23°50'45"W	36.89'
L45	S29°40'09"W	40.10'
L46	S28°43'09"E	27.56'
L47	S29°17'46"E	89.19'
L48	S60°42'14"W	6.00'
L49	S29°17'46"E	18.93'
L50	S37°28'00"E	72.59'
L51	S51°00'00"W	10.14'
L52	N39°00'00"W	31.92'
L53	DUE WEST	156.00'
L54	N67°30'00"W	28.00'
L55	N30°00'00"W	12.00'
L56	N20°00'00"W	54.00'
L57	N20°00'00"E	51.70'
L58	N50°00'00"E	60.00'
L59	N37°00'00"E	57.35'
L60	S28°43'09"E	28.73'
L61	N38°00'00"E	6.53'
L62	N28°43'09"W	29.30'
L63	N37°35'36"E	38.57'



LINE TABLE		
L64	N05°46'43"E	232.35'
L65	N09°40'55"W	164.99'
L66	N06°30'00"W	89.95'
L67	N16°00'00"W	80.00'
L68	N14°00'00"W	80.05'
L69	N04°00'00"W	81.79'
L70	N23°00'00"W	241.80'
L71	N16°00'00"W	80.00'
L72	N11°00'00"W	85.61'
L73	N26°00'00"W	129.33'
L74	N58°10'00"E	25.27'
L75	N30°49'38"W	5.00'
L76	N58°10'00"E	261.31'
L77	S37°28'46"E	5.02'
L78	N58°10'00"E	16.09'
L79	S26°30'00"E	57.38'
L80	S03°00'00"E	47.00'
L81	S18°00'00"E	117.00'
L82	DUE SOUTH	53.00'
L83	S14°00'00"E	285.22'
L84	S26°04'34"E	15.33'

LEGEND  
O.R.B. OFFICIAL RECORDS BOOK  
D.B. DEED BOOK  
PG. PAGE  
P.C. POINT OF CURVATURE  
P.T. POINT OF TANGENCY  
L1 TABULATED LINE DATA

NOTES  
1) THIS IS NOT A SURVEY.  
2) BEARINGS ARE BASED ON THE NORTHERLY LINE OF SECTION 32 AS BEING S88°59'41"W

POINT OF REFERENCE  
NORTHEAST CORNER OF SECTION 32

POINT OF BEGINNING

NORTHERLY LINE OF SECTION 32

SECTION 29

SECTION 28

SECTION 33

SECTION 32

SECTION 32

SECTION 32

SECTION 32

SECTION 32

SECTION 32

SECTION 32

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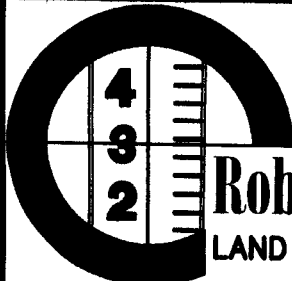
SECTION 32

SECTION 32

SECTION 32

SECTION 32

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 12, 2006 SCALE: 1"=200'

*[Signature]*  
JOSEPH GESUE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517



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

EXHIBIT "A" PL. 18 OF 73

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

October 12, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3C  
File No. 119B-3

### Conservation Easement 3D

A portion of Section 32, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524, of the Public Records of said County, being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of said Section 32; thence South 88°59'41" West, along the Northerly line of said Section 32, a distance of 2970.46 feet; thence South 01°00'19" East, departing said Northerly line, 18.69 feet to the Point of Beginning.

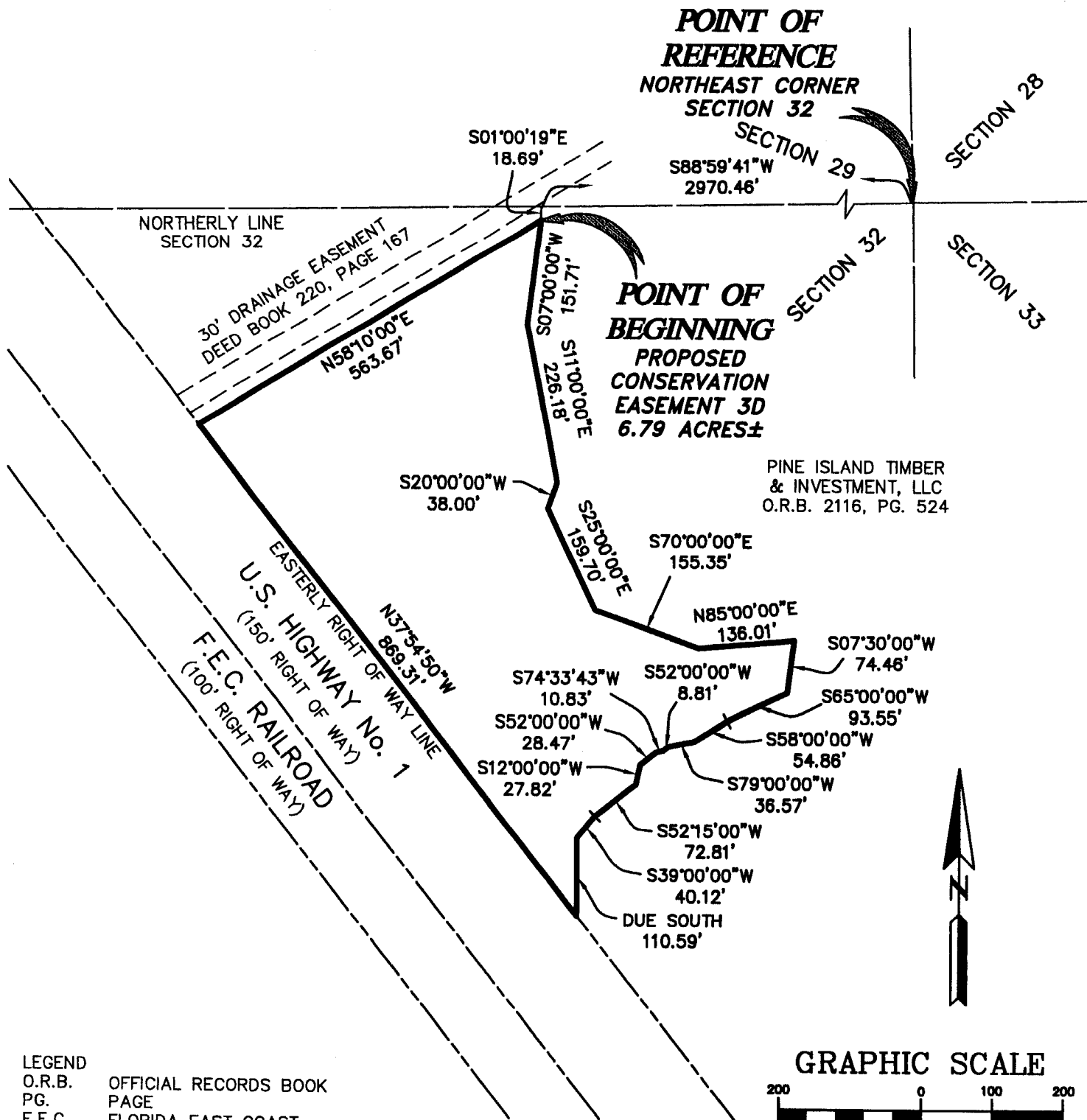
From said Point of Beginning; thence South 07°00'00" West, 151.71 feet; thence South 11°00'00" East, 226.18 feet; thence South 20°00'00" West, 38.00 feet; thence South 25°00'00" East, 159.70 feet; thence South 70°00'00" East, 155.35 feet; thence North 85°00'00" East, 136.01 feet; thence South 07°30'00" West, 74.46 feet; thence South 65°00'00" West, 93.55 feet; thence South 58°00'00" West, 54.86 feet; thence South 79°00'00" West, 36.57 feet; thence South 52°00'00" West, 8.81 feet; thence South 74°33'43" West, 10.83 feet; thence South 52°00'00" West, 28.47 feet; thence South 12°00'00" West, 27.82 feet; thence South 52°15'00" West, 72.81 feet; thence South 39°00'00" West, 40.12 feet; thence Due South, 110.59 feet to a point lying on the Easterly right of way line of U.S. Highway No. 1, a 150 foot right of way, as presently established; thence North 37°54'50" West, along said Easterly right of way line, 869.31 feet; thence North 58°10'00" East, departing said Easterly Right of Way line, 563.67 feet to the Point of Beginning.

Containing 6.79 acres, more or less.

EXHIBIT "A" PL 19 OF 73

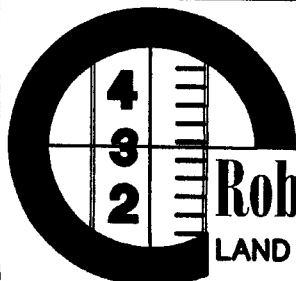
# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



**NOTE**

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS ARE BASED ON THE NORTHERLY LINE OF SECTION 32 AS BEING S88°59'41"W



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

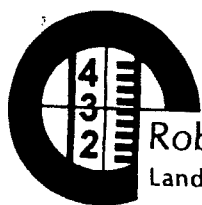
14775 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

SCALE: 1" = 200'

DATE: OCTOBER 12, 2006

**JOSEPH LESLIE REYNOLDS, III**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE of FLORIDA LS No. 5517

EXHIBIT "A" Pg. 20 of 73



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

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

October 12, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3E  
File No. 119B-3

### Conservation Easement 3E

A portion of Sections 29 and 32, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said County, being more particularly described as follows.

For a Point of Reference, commence at the Northeast corner of said Section 32, thence South  $88^{\circ}59'41''$  West, along the Northerly line of said Section 32, a distance of 3360.93 feet to the Point of Beginning.

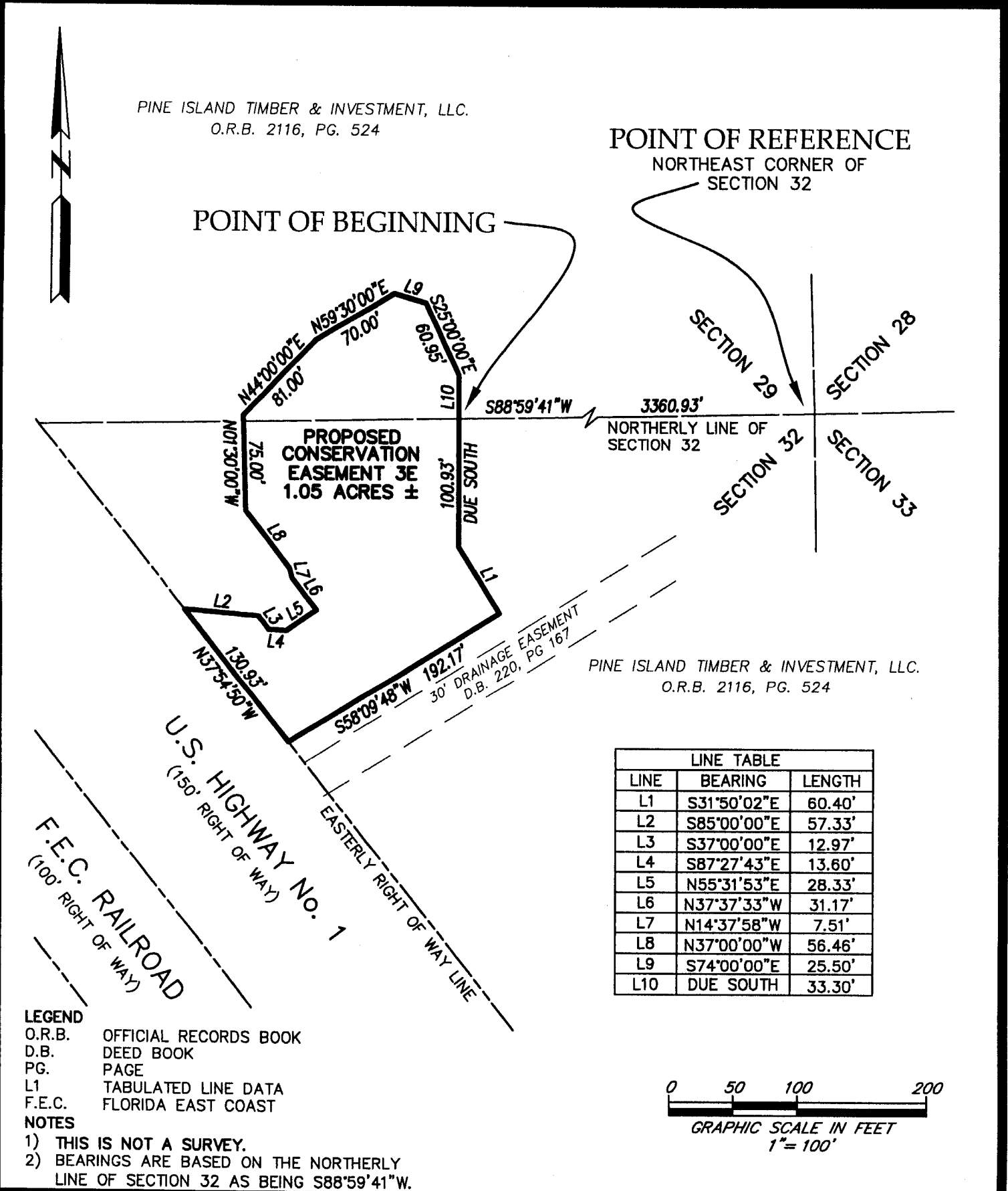
From said Point of Beginning, thence Due South, 100.93 feet; thence South  $31^{\circ}50'02''$  East, 60.40 feet; thence South  $58^{\circ}09'48''$  West, 192.17 feet to a point lying on the Easterly right of way line of U.S. Highway No. 1, a 150.00 foot right of way as presently established; thence North  $37^{\circ}54'50''$  West, along said Easterly right of way line, 130.93 feet; thence South  $85^{\circ}00'00''$  East, departing said Easterly right of way line, 57.33 feet; thence South  $37^{\circ}00'00''$  East, 12.97 feet; thence South  $87^{\circ}27'43''$  East, 13.60 feet; thence North  $55^{\circ}31'53''$  East, 28.33 feet; thence North  $37^{\circ}37'33''$  West, 31.17 feet; thence North  $14^{\circ}37'58''$  West, 7.51 feet; thence North  $37^{\circ}00'00''$  West, 56.46 feet; thence North  $01^{\circ}30'00''$  West, 75.00 feet; thence North  $44^{\circ}00'00''$  East, 81.00 feet; thence North  $59^{\circ}30'00''$  East, 70.00 feet; thence South  $74^{\circ}00'00''$  East, 25.50 feet; thence South  $25^{\circ}00'00''$  East, 60.95 feet; thence Due South, 33.30 feet to the Point of Beginning.

Containing 1.05 acres, more or less.



SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTIONS 29 AND 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

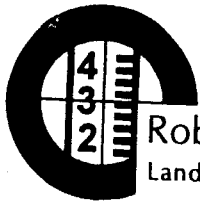


**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 12, 2006 SCALE: 1"=100'

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA (LS No. 5517)



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

*EXHIBIT "A" Pg 22 of 73*

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

October 12, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3F  
File No. 119B-3

### **Conservation Easement 3F**

A portion of Section 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said County, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of said Section 29; thence South 88°59'41" West, along the Southerly line of said Section 29, a distance of 2946.34 feet; thence North 01°00'19" West, departing said Southerly line, 77.22 feet to the Point of Beginning.

From said Point of Beginning; thence North 20°00'00" West, 144.66 feet; thence North 45°00'00" East, 356.54 feet; thence South 28°50'02" East, 40.32 feet; thence North 61°09'58" East, 6.00 feet; thence North 28°50'02" West, 42.06 feet; thence North 45°00'00" East, 122.68 feet; thence South 45°00'00" East, 25.00 feet; thence South 37°00'00" East, 75.56 feet; thence South 75°48'36" East, 8.70 feet; thence South 39°32'02" West, 5.60 feet; thence South 37°00'00" East, 145.12 feet; thence South 58°10'00" West, 31.83 feet; thence South 42°05'57" East, 5.08 feet; thence South 58°10'00" West, 98.58 feet; thence North 37°13'24" West, 20.28 feet; thence North 43°25'45" West, 73.44 feet; thence North 18°35'35" West, 80.73 feet; thence South 45°00'00" West, 22.03 feet; thence South 28°32'18" East, 165.98 feet; thence South 58°10'00" West, 301.33 feet; thence North 24°46'24" West, 5.04 feet; thence South 58°10'00" West, 69.28 feet to the Point of Beginning.

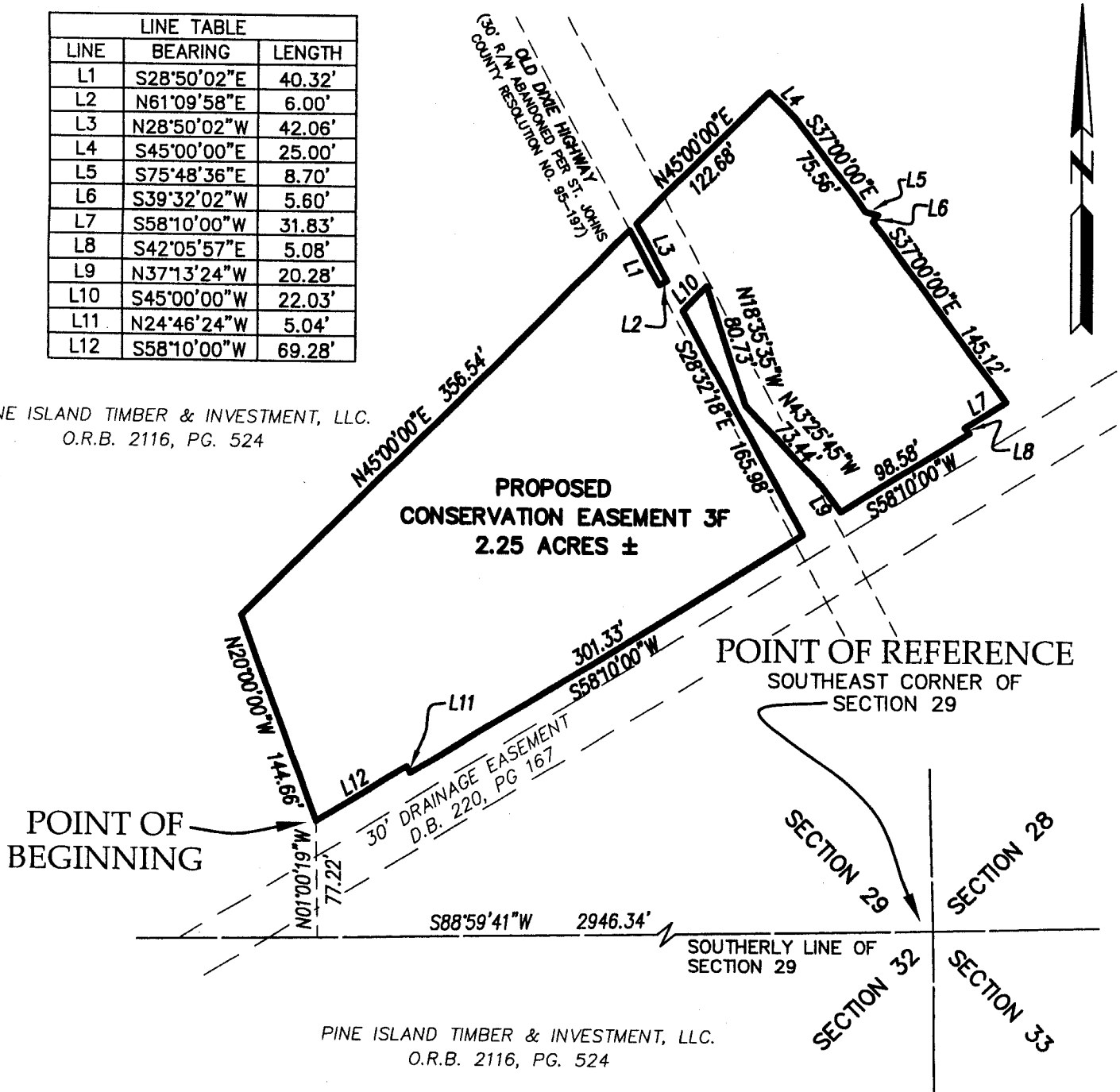
Containing 2.25 acres, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

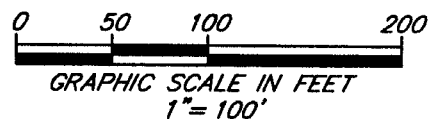
LINE TABLE		
LINE	BEARING	LENGTH
L1	S28°50'02"E	40.32'
L2	N61°09'58"E	6.00'
L3	N28°50'02"W	42.06'
L4	S45°00'00"E	25.00'
L5	S75°48'36"E	8.70'
L6	S39°32'02"W	5.60'
L7	S58°10'00"W	31.83'
L8	S42°05'57"E	5.08'
L9	N37°13'24"W	20.28'
L10	S45°00'00"W	22.03'
L11	N24°46'24"W	5.04'
L12	S58°10'00"W	69.28'

PINE ISLAND TIMBER & INVESTMENT, LLC.  
O.R.B. 2116, PG. 524



LEGEND  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE  
L1 TABULATED LINE DATA

NOTES  
1) THIS IS NOT A SURVEY.  
2) BEARINGS ARE BASED ON THE SOUTHERLY  
LINE OF SECTION 29 AS BEING S88°59'41"W



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 12, 2006 SCALE: 1"=100'

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

*EXHIBIT "A" Pg. 24 of 73*

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

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

October 12, 2006  
 Las Calinas  
 Phase 2

Work Order No. 06-221.00-3G  
 File No. 119B-3

### **Conservation Easement 3G**

A portion of Section 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, and being more particularly described as follows.

For a Point of Reference, commence at the Southeast corner of said Section 29, thence South 88°59'41" West, along the Southerly line of said Section 29, a distance of 2649.44 feet; thence North 01°00'19" West, departing said Southerly line, 4.15 feet to the Point of Beginning.

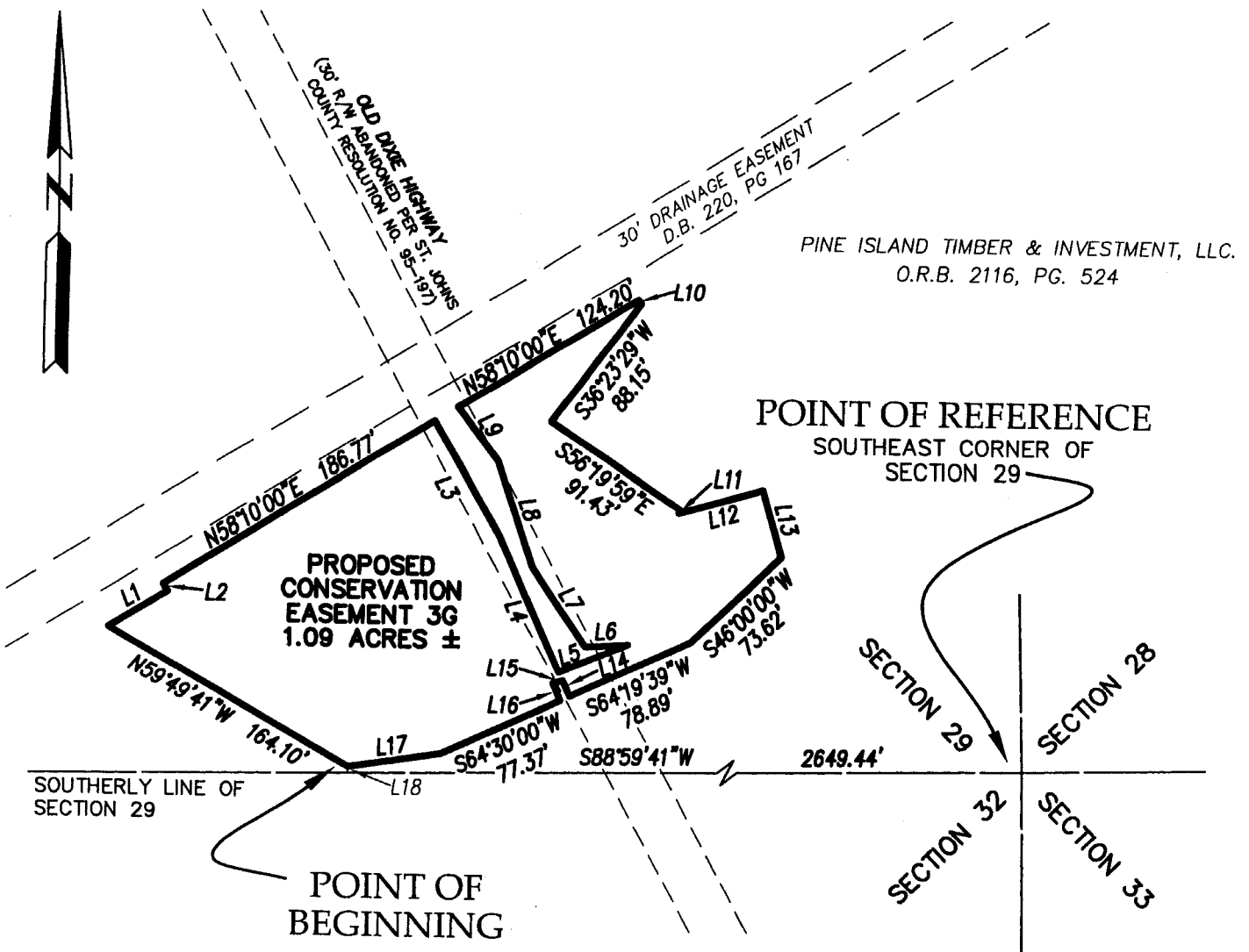
From said Point of Beginning, thence North 59°49'41" West, 164.10 feet; thence North 58°10'00" East, 41.14 feet; thence North 36°35'22" West, 5.02 feet; thence North 58°10'00" East, 186.77 feet; thence South 29°54'28" East, 78.07 feet; thence South 24°10'17" East 87.42 feet; thence North 67°00'00" East, 44.22 feet; thence South 86°26'20" West, 25.21 feet; thence North 34°26'17" West, 56.31 feet; thence North 18°40'04" West, 65.18 feet; thence North 36°32'09" West, 39.94 feet; thence North 58°10'00" East, 124.20 feet; thence South 36°57'34" East, 2.98 feet; thence South 36°23'29" West, 88.15 feet; thence South 56°19'59" East, 91.43 feet; thence South 13°09'20" West, 2.15 feet; thence North 74°00'00" East, 51.78 feet; South 16°00'00" East, 40.62 feet; thence South 46°00'00" West, 73.62 feet; thence South 64°19'39" West, 78.89 feet; thence North 23°57'58" West, 10.37 feet; thence South 72°23'27" West, 6.08 feet; thence South 24°10'17" East, 11.20 feet; thence South 64°30'00" West, 77.37 feet; thence South 81°00'00" West, 55.52 feet to the Point of Beginning.

Containing 1.09 acres, more or less.

EXHIBIT "A" PG. 25 OF 73

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



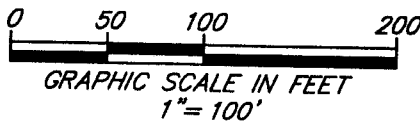
PINE ISLAND TIMBER & INVESTMENT, LLC.  
O.R.B. 2116, PG. 524

## LEGEND

O.R.B. OFFICIAL RECORDS BOOK  
D.B. DEED BOOK  
PG. PAGE  
P.C. POINT OF CURVATURE  
P.O.C. POINT ON A CURVE  
P.R.C. POINT OF REVERSE CURVATURE  
L1 TABULATED LINE DATA

## NOTES

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS ARE BASED ON THE SOUTHERLY LINE OF SECTION 29 AS BEING S88°59'41"W.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N58°10'00"E	41.14'
L2	N36°35'22"W	5.02'
L3	S29°54'28"E	78.07'
L4	S24°10'17"E	87.42'
L5	N67°00'00"E	44.22'
L6	S86°26'20"W	25.21'
L7	N34°26'17"W	56.31'
L8	N18°40'04"W	65.18'
L9	N36°32'09"W	39.94'
L10	S36°57'34"E	2.98'
L11	S13°09'20"W	2.15'
L12	N74°00'00"E	51.78'
L13	S16°00'00"E	40.62'
L14	N23°57'58"W	10.37'
L15	S72°23'27"W	6.08'
L16	S24°10'17"E	11.20'
L17	S81°00'00"W	55.52'
L18	N01°00'19"W	4.15'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

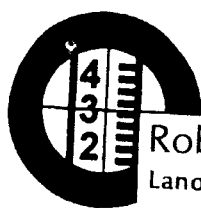
14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 12, 2006

SCALE: 1"=100'

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE of FLORIDA LS No. 5517

EXHIBIT "A" Pg. 26 OF 73



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

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

October 12, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3H  
File No. 119B-3

### Conservation Easement 3H

A portion of Section 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said County, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of said Section 29; thence South  $88^{\circ}59'41''$  West, along the Southerly line of said Section 29, a distance of 2305.50 feet; thence North  $01^{\circ}00'19''$  West, departing said Southerly line, 459.66 feet to the Point of Beginning.

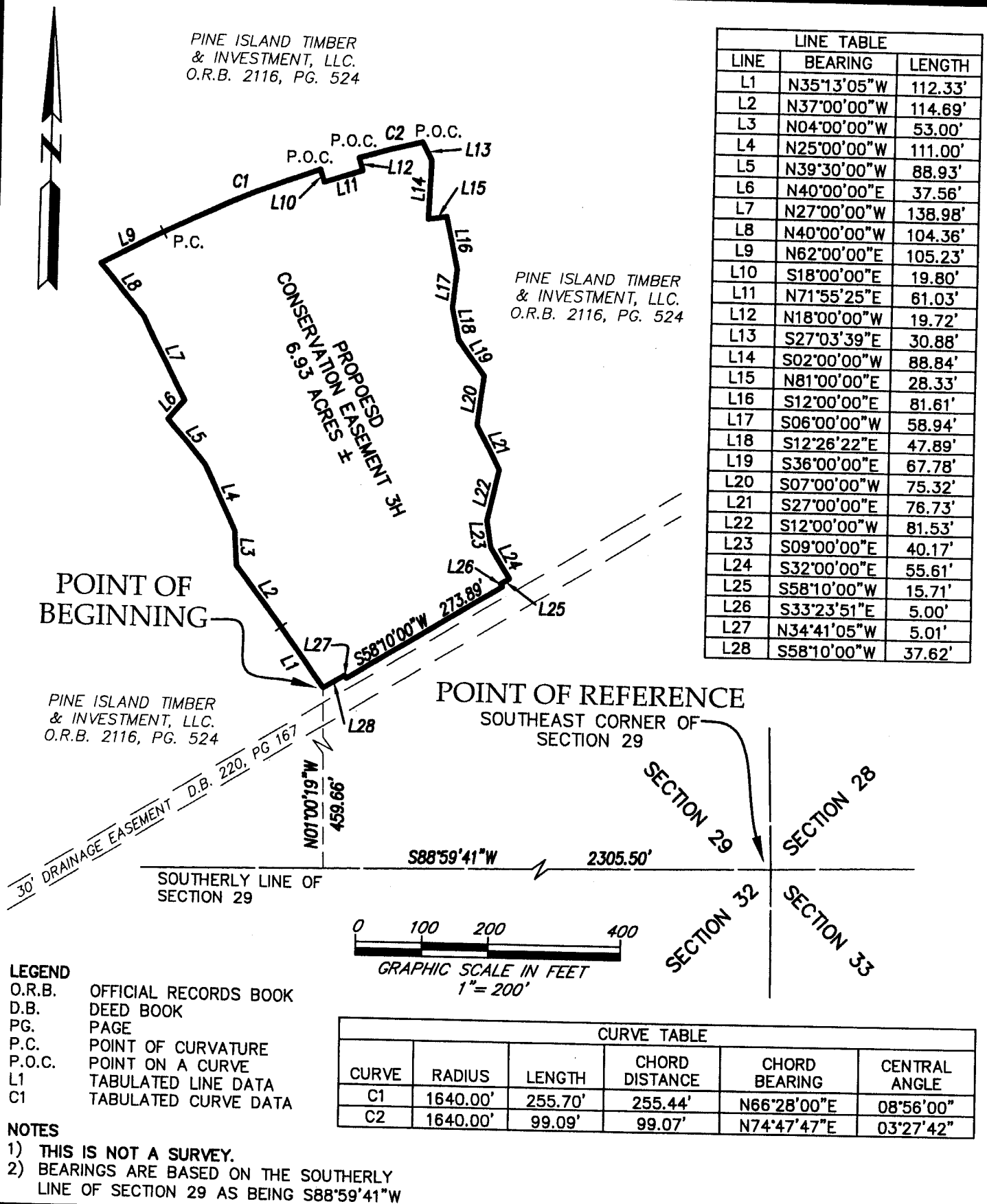
From said Point of Beginning; thence North  $35^{\circ}13'05''$  West, 112.33 feet; thence North  $37^{\circ}00'00''$  West, 114.69 feet; thence North  $04^{\circ}00'00''$  West, 53.00 feet; thence North  $25^{\circ}00'00''$  West, 111.00 feet; thence North  $39^{\circ}30'00''$  West, 88.93 feet; thence North  $40^{\circ}00'00''$  East, 37.56 feet; thence North  $27^{\circ}00'00''$  West, 138.98 feet; thence North  $40^{\circ}00'00''$  West, 104.36 feet; thence North  $62^{\circ}00'00''$  East, 105.23 feet to the point of curvature of a curve concave Southeasterly, having a radius of 1640.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $08^{\circ}56'00''$ , an arc length of 255.70 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $66^{\circ}28'00''$  East, 255.44 feet; thence South  $18^{\circ}00'00''$  East, 19.80 feet; thence North  $71^{\circ}55'25''$  East, 61.03 feet; thence North  $18^{\circ}00'00''$  West, 19.72 feet to a point on a curve concave Southeasterly, having a radius of 1640.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $03^{\circ}27'42''$ , an arc length of 99.09 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $74^{\circ}47'47''$  East, 99.07 feet; thence South  $27^{\circ}03'39''$  East, 30.88 feet; thence South  $02^{\circ}00'00''$  West, 88.84 feet; thence North  $81^{\circ}00'00''$  East, 28.33 feet; thence South  $12^{\circ}00'00''$  East, 81.61 feet; thence South  $06^{\circ}00'00''$  West, 58.94 feet; thence South  $12^{\circ}26'22''$  East, 47.89 feet; thence South  $36^{\circ}00'00''$  East, 67.78 feet; thence South  $07^{\circ}00'00''$  West, 75.32 feet; thence South  $27^{\circ}00'00''$  East, 76.73 feet; thence South  $12^{\circ}00'00''$  West, 81.53 feet; thence South  $09^{\circ}00'00''$  East, 40.17 feet; thence South  $32^{\circ}00'00''$  East, 55.61 feet; thence South  $58^{\circ}10'00''$  West, 15.71 feet; thence South  $33^{\circ}23'51''$  East, 5.00 feet; thence South  $58^{\circ}10'00''$  West, 273.89 feet; thence North  $34^{\circ}41'05''$  West, 5.01 feet; thence South  $58^{\circ}10'00''$  West, 37.62 feet to the Point of Beginning.

Containing 6.93 acres, more or less.

EXHIBIT "A" PG. 27 OF 73

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 12, 2006

SCALE: 1"=200'

JOSEPH LESUE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

EXHIBIT "A" PL. 28 of 73



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

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

September 8, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3I  
File No. 119B-3(3I)

### Conservation Easement 3I

A portion of Section 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said County, being more particularly described as follows.

For a Point of Reference, commence at the Southeast corner of said Section 29; thence South 88°59'41" West, along the Southerly line of said Section 29, a distance of 1917.21 feet; thence North 01°00'19" West, departing said Southerly line, 691.39 feet to the Point of Beginning.

From said Point of Beginning, thence North 36°00'00" West, 42.34 feet; thence North 04°00'00" West, 120.32 feet; North 33°00'00" East, 20.39 feet; thence North 26°00'00" West, 81.62 feet; thence North 03°00'00" West, 85.69 feet; thence North 82°00'00" West, 36.21 feet; thence Due North, 20.61 feet; thence North 42°00'00" East, 34.43 feet; thence North 09°00'00" West, 66.63 feet; thence North 12°00'00" East, 28.02 feet; thence Due North, 122.16 feet; thence North 23°11'57" East, 34.80 feet to a point on a curve concave Southeasterly, having a radius of 1640.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 00°51'44", an arc length of 24.68 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 83°30'12" East, 24.68 feet; thence South 05°00'00" East, 19.72 feet; thence North 85°00'00" East, 61.00 feet; thence North 03°14'02" West, 19.72 feet to a point on a curve concave Southeasterly, having a radius of 1640.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 01°17'13", an arc length of 36.84 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 86°43'49" East, 36.84 feet; thence North 86°40'48" East, 19.62 feet; thence South 08°24'39" East, 10.40 feet; thence North 43°47'18" East, 17.80 feet; thence South 03°25'49" East, 31.48 feet; thence North 82°59'35" East, 60.42 feet; North 13°21'58" East, 12.61 feet; thence South 72°54'11" East, 32.91 feet; thence North 52°45'57" West, 18.79 feet; thence North 09°32'03" East, 20.85 feet to a point on a curve concave Northwesterly, having a radius of 810.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 09°45'05", an arc length of 137.86 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 74°04'26" East, 137.69 feet; thence South 20°00'00" East, 133.45 feet; thence Due South, 66.30 feet; thence South 27°00'00" East, 237.70 feet; thence South 58°01'09" West, 543.05 feet to the Point of Beginning.

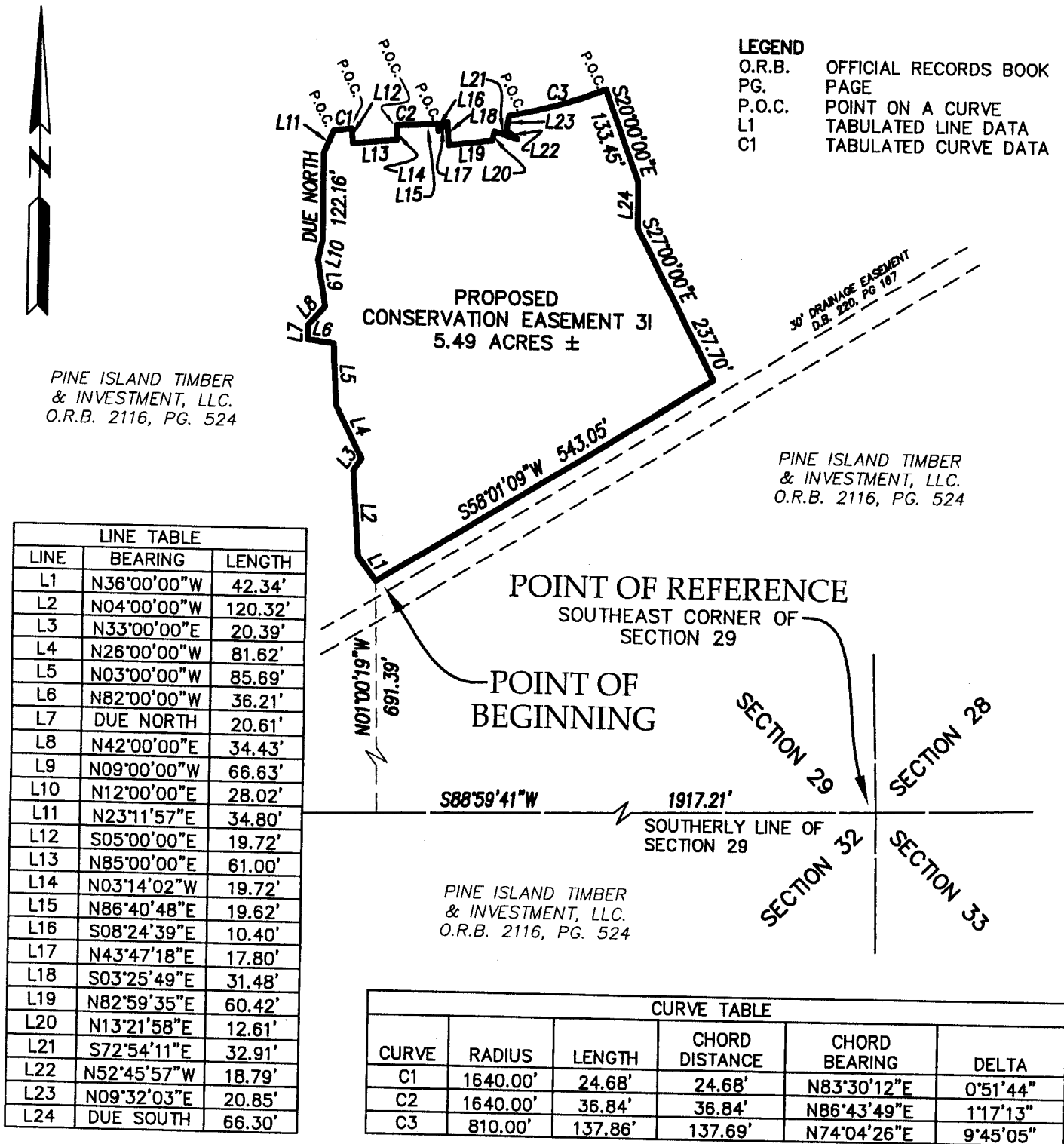
Containing 5.49 acres, more or less.



EXHIBIT "A" PL. 29 OF 73

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 13, 2006 SCALE: 1"=200'

**JOSEPH LESLIE REYNOLDS, III**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

EXHIBIT "A" PG. 30 OF 73



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

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

October 13, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3J  
File No. 119B-3(3J)

### Conservation Easement 3J

A portion of Sections 29 and 32, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows:

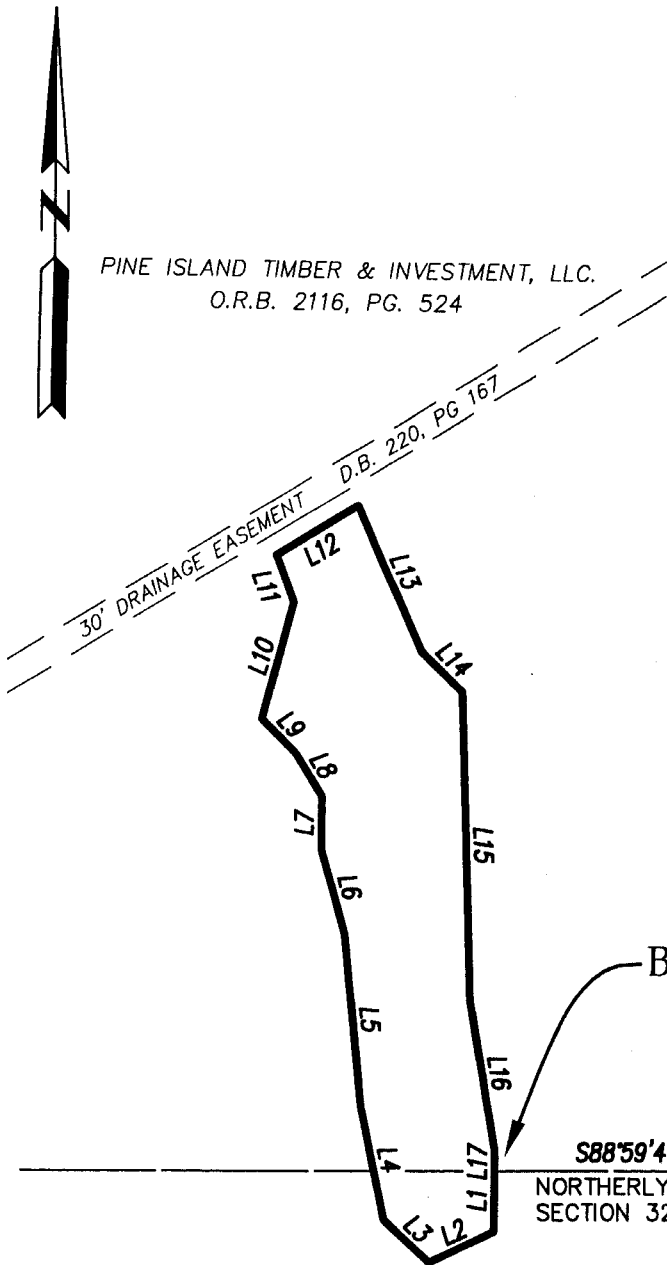
For a Point of Reference, commence at the Northeast corner of said Section 32; thence South 88°59'41" West, along the Northerly line of said Section 32, a distance of 1642.07 feet to the Point of Beginning.

From said Point of Beginning, thence Due South, 62.42 feet; thence South 63°00'00" West, 75.11 feet; thence North 47°00'00" West, 65.00 feet; thence North 12°00'00" West, 119.64 feet; thence North 06°00'00" West, 180.00 feet; thence North 16°00'00" West, 92.00 feet; thence Due North, 55.00 feet; thence North 32°00'00" West, 52.00 feet; thence North 44°30'00" West, 50.00 feet; thence North 14°30'00" East, 126.00 feet; thence North 20°32'39" West, 52.10 feet; thence North 58°04'17" East, 98.87 feet; thence South 24°00'00" East, 163.98 feet; thence South 46°00'00" East, 60.00 feet; thence South 02°00'00" East, 320.44 feet; thence South 10°00'00" East, 160.61 feet; thence Due South, 20.22 feet to the Point of Beginning.

Containing 2.36 acres, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTIONS 29 AND 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE TABLE		
LINE	BEARING	LENGTH
L1	DUE SOUTH	62.42'
L2	S63°00'00\"W	75.11'
L3	N47°00'00\"W	65.00'
L4	N12°00'00\"W	119.64'
L5	N06°00'00\"W	180.00'
L6	N16°00'00\"W	92.00'
L7	DUE NORTH	55.00'
L8	N32°00'00\"W	52.00'
L9	N44°30'00\"W	50.00'
L10	N14°30'00\"E	126.00'
L11	N20°32'39\"W	52.10'
L12	N58°04'17\"E	98.87'
L13	S24°00'00\"E	163.98'
L14	S46°00'00\"E	60.00'
L15	S02°00'00\"E	320.44'
L16	S10°00'00\"E	160.61'
L17	DUE SOUTH	20.22'

POINT OF REFERENCE  
NORTHEAST CORNER OF  
SECTION 32

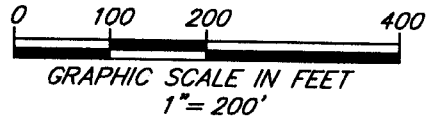
POINT OF  
BEGINNING  
PROPOSED  
CONSERVATION  
EASEMENT 3J  
2.36 ACRES ±

PINE ISLAND TIMBER & INVESTMENT, LLC.  
O.R.B. 2116, PG. 524

LEGEND  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE  
D.B. DEED BOOK  
L1 TABULATED LINE DATA

## NOTES

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS ARE BASED ON THE NORTHERLY LINE OF SECTION 32 AS BEING S88°59'41\"W



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 13, 2006 SCALE: 1\"=200'


  
JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE of FLORIDA LS No. 5517

EXHIBIT "A" PG. 32 OF 73



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

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

October 13, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3K  
File No. 119B-3

### Conservation Easement 3K

A portion of Section 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows:

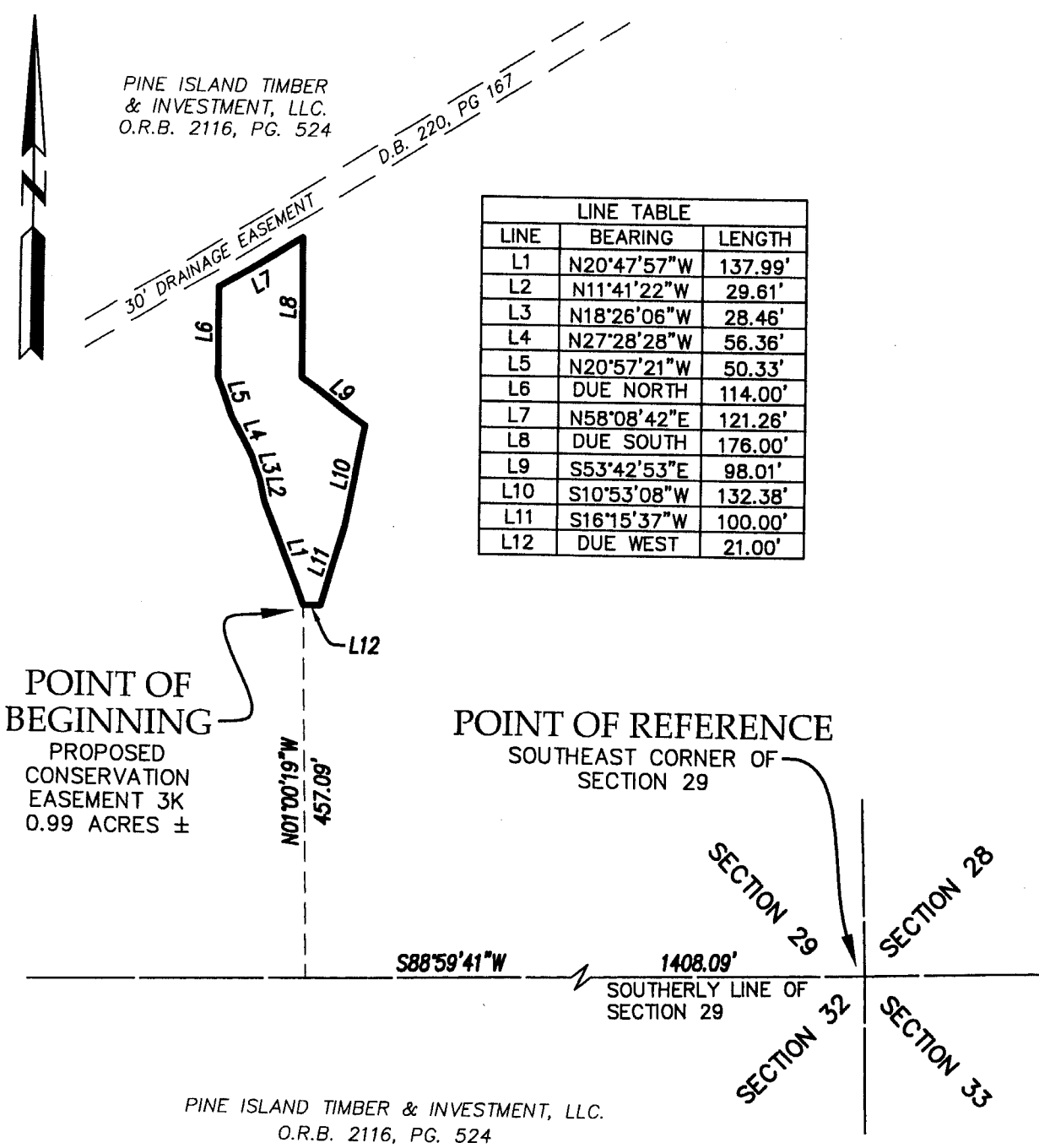
For a Point of Reference, commence at the Southeast corner of said Section 29; thence South  $88^{\circ}59'41''$  West, along the Southerly line of said Section 29, a distance of 1408.09 feet; thence North  $01^{\circ}00'19''$  West, departing said Southerly line, 457.09 feet to the Point of Beginning.

From said Point of Beginning, thence North  $20^{\circ}47'57''$  West, 137.99 feet; thence North  $11^{\circ}41'22''$  West, 29.61 feet; thence North  $18^{\circ}26'06''$  West, 28.46 feet; thence North  $27^{\circ}28'28''$  West, 56.36 feet; thence North  $20^{\circ}57'21''$  West, 50.33 feet; thence Due North, 114.00 feet; thence North  $58^{\circ}08'42''$  East, 121.26 feet; thence Due South, 176.00 feet; thence South  $53^{\circ}42'53''$  East, 98.01 feet, South  $10^{\circ}53'08''$  West, 132.38 feet; thence South  $16^{\circ}15'37''$  West, 100.00 feet; thence Due West, 21.00 feet to the Point of Beginning.

Containing 0.99 acres, more or less.

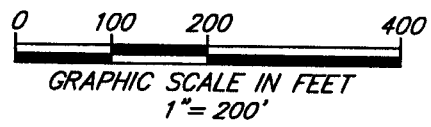
SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LEGEND  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE  
D.B. DEED BOOK  
L1 TABULATED LINE DATA

NOTES  
1) THIS IS NOT A SURVEY.  
2) BEARINGS ARE BASED ON THE SOUTHERLY LINE OF SECTION 29 AS BEING S88°59'41"W



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 13, 2006 SCALE: 1"=200'

ORDER NO.: 06-221.00 FILE NO.: 119B-3(3k) DRAWN BY: CBN CAD FILE: I:\S\R\Ball Tract\Las Calinas\PUD Conservation Sites\cons ease 3k.dwg

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

EXHIBIT "A" PG. 34 OF 73



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

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

October 13, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3L  
File No. 119B-3

### Conservation Easement 3L

A portion of Section 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows.

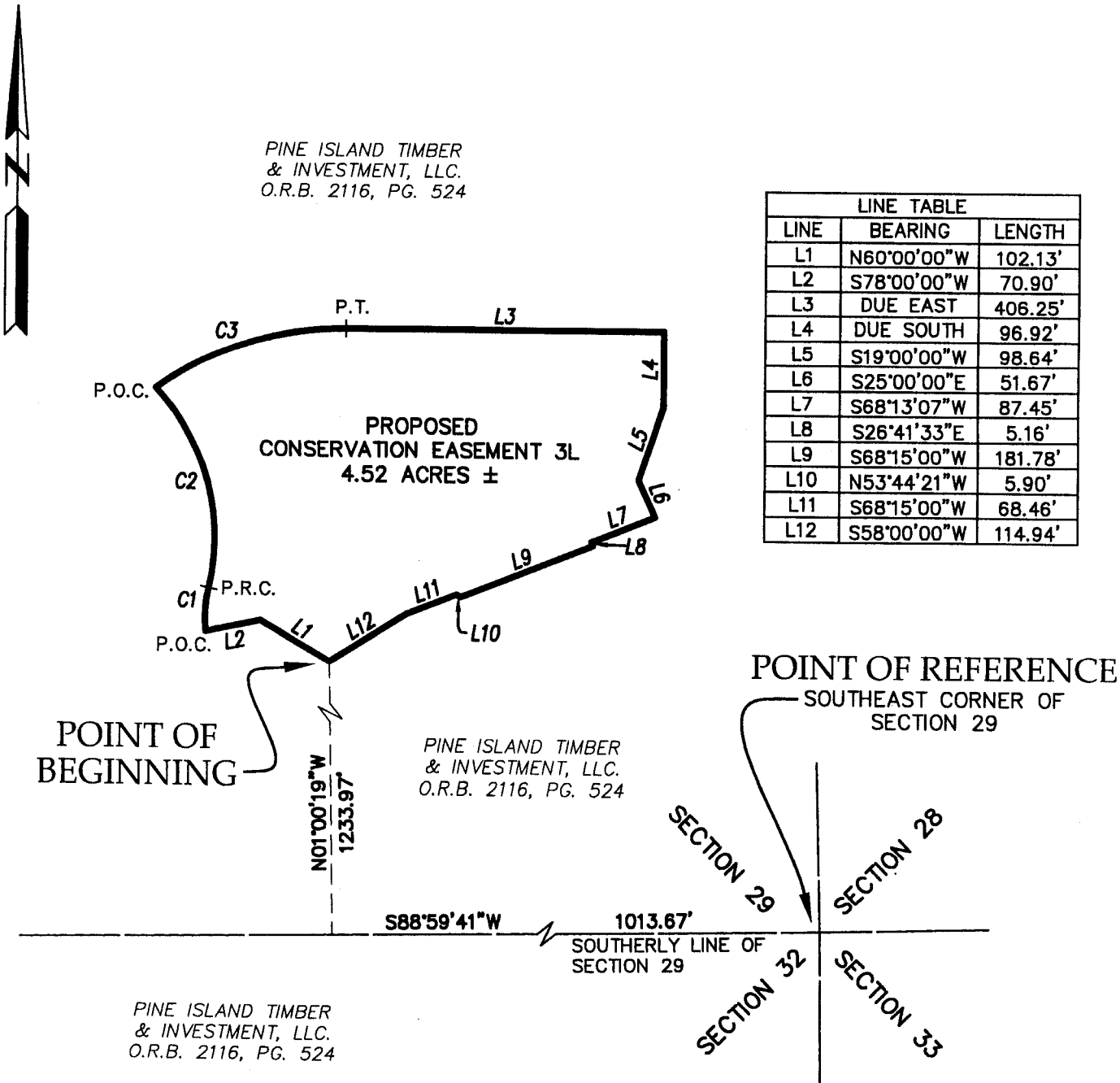
For a Point of Reference, commence at the Southeast corner of said Section 29, thence South  $88^{\circ}59'41''$  West, along the Southerly line of said Section 29, a distance of 1013.67 feet; thence North  $01^{\circ}00'19''$  West, departing said Southerly line, 1233.97 feet to the Point of Beginning.

From said Point of Beginning, thence North  $60^{\circ}00'00''$  West, 102.13 feet; thence South  $78^{\circ}00'00''$  West, 70.90 feet to a point on a curve concave Easterly, having a radius of 170.00 feet; thence Northerly along the arc of said curve through a central angle of  $18^{\circ}41'36''$ , an arc length of 55.46 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $03^{\circ}33'50''$  East, 55.22 feet; thence Northwesterly along the arc of a curve concave Southwesterly, having a radius of 280.00 feet, through a central angle of  $56^{\circ}11'01''$ , an arc length of 274.56 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $15^{\circ}10'53''$  West, 263.70 feet; thence Northeasterly along the arc of a curve concave Southeasterly, having a radius of 410.00 feet, through a central angle of  $35^{\circ}59'56''$ , an arc length of 257.60 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $72^{\circ}00'02''$  East, 253.39 feet; thence Due East, 406.25 feet; thence Due South, 96.92 feet; thence South  $19^{\circ}00'00''$  West, 98.64 feet; thence South  $25^{\circ}00'00''$  East, 51.67 feet; thence South  $68^{\circ}13'07''$  West, 87.45 feet; thence South  $26^{\circ}41'33''$  East, 5.16 feet; thence South  $68^{\circ}15'00''$  West, 181.78 feet; thence North  $53^{\circ}44'21''$  West, 5.90 feet; thence South  $68^{\circ}15'00''$  West, 68.46 feet; thence South  $58^{\circ}00'00''$  West, 114.94 feet to the Point of Beginning.

Containing 4.52 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

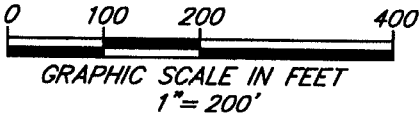


LINE TABLE		
LINE	BEARING	LENGTH
L1	N60°00'00"W	102.13'
L2	S78°00'00"W	70.90'
L3	DUE EAST	406.25'
L4	DUE SOUTH	96.92'
L5	S19°00'00"W	98.64'
L6	S25°00'00"E	51.67'
L7	S68°13'07"W	87.45'
L8	S26°41'33"E	5.16'
L9	S68°15'00"W	181.78'
L10	N53°44'21"W	5.90'
L11	S68°15'00"W	68.46'
L12	S58°00'00"W	114.94'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C1	170.00'	55.46'	55.22'	N03°33'50"E	18°41'36"
C2	280.00'	274.56'	263.70'	N15°10'53"W	56°11'01"
C3	410.00'	257.60'	253.39'	N72°00'02"E	35°59'56"

LEGEND  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE  
L1 TABULATED LINE DATA  
C1 TABULATED CURVE DATA

NOTES  
1) THIS IS NOT A SURVEY.  
2) BEARINGS ARE BASED ON THE SOUTHERLY LINE OF SECTION 29 AS BEING S88°59'41"W.



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



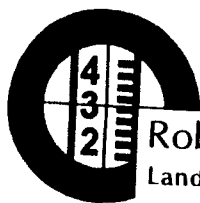
Robert M. Angas Associates, inc.  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 13, 2006 SCALE: 1"=200'

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

EXHIBIT "A" 36 of 73



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

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

October 13, 2006  
Las Calinas Phase 2  
Revised January 17, 2007

Work Order No. 06-221.00-3M  
File No. 119B-3

### Conservation Easement 3M

A portion of Sections 29 and 32, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of said Section 32; thence South 88°59'41" West, along the Northerly line of said Section 32, a distance of 399.85 feet to the Point of Beginning.

From said Point of Beginning; thence South 25°44'32" West, departing said Northerly line, 278.67 feet; thence South 17°54'00" East, 17.16 feet; thence South 05°55'30" East, 43.81 feet; thence South 24°30'58" East, 41.02 feet; thence South 08°16'39" East, 24.68 feet; thence South 18°50'24" East, 31.31 feet; thence South 10°37'33" East, 36.43 feet; thence South 32°59'00" East, 15.22 feet; thence South 28°53'00" East, 37.42 feet; thence South 33°27'30" East, 31.43 feet; thence South 15°55'38" East, 60.53 feet; thence South 38°30'14" East, 36.10 feet; thence South 14°25'13" East, 19.29 feet; thence South 17°29'32" West, 22.78 feet; thence South 16°21'11" East, 31.73 feet; thence South 14°53'24" East, 33.02 feet; thence South 09°25'56" East, 33.25 feet; thence South 59°27'40" East, 31.33 feet; thence South 24°39'42" East, 31.74 feet; thence South 09°18'03" East, 23.41 feet; thence South 01°17'42" East, 39.46 feet; thence South 09°29'36" West, 36.59 feet; thence South 08°10'37" East, 14.32 feet; thence South 64°23'25" East, 45.01 feet; thence South 13°09'17" East, 67.37 feet; thence North 73°47'57" West, 25.85 feet; thence South 53°52'57" East, 21.22 feet; thence South 38°21'09" East, 39.27 feet; thence South 18°05'49" East, 35.45 feet; thence South 15°46'13" East, 38.11 feet; thence South 17°29'17" East, 12.37 feet; thence North 81°03'49" East, 16.80 feet; thence North 88°11'48" East, 18.72 feet; North 70°06'31" East, 26.96 feet; thence South 34°37'51" East, 28.07 feet; thence South 64°45'55" East, 29.88 feet; thence South 10°51'00" East, 36.63 feet; thence South 33°40'36" West, 6.20 feet; thence South 05°05'50" West, 274.82 feet; thence South 50°35'27" East, 16.29 feet; thence South 08°11'03" East, 51.34 feet; thence South 25°53'04" East, 28.22 feet; thence North 45°21'53" East, 35.70 feet; thence North 76°08'06" East, 22.63 feet; thence South 70°50'08" East, 38.24 feet; thence South 32°13'12" East, 39.58 feet; thence South 02°54'05" East, 24.23 feet; thence South 27°34'35" East, 37.24 feet; thence South 55°04'44" West, 36.22 feet; thence South 42°15'31" West, 26.85 feet; thence South 07°11'29" East, 44.51 feet; thence South 13°30'44" East, 35.88 feet; thence South



*EXHIBIT "A" 37 of 73*

04°55'23" East, 25.12 feet; thence South 21°55'05" East, 39.70 feet; thence North  
 83°43'04" East, 29.94 feet to a point lying on the Easterly line of said Section 32; thence  
 South 00°37'40" East, along said Easterly line, 47.41 feet; thence Due West, departing  
 said Easterly line, 31.84 feet; thence North 25°00'00" West, 135.00 feet; thence North  
 15°00'00" East, 140.00 feet; thence North 70°30'00" West, 97.00 feet; thence North  
 25°30'00" West, 75.00 feet; thence North 38°00'00" West, 35.00 feet; thence North  
 28°00'00" West, 36.74 feet; thence North 05°00'00" East, 6.00 feet; thence North  
 20°00'00" East, 44.08 feet; thence North 33°41'41" West, 4.99 feet; thence North  
 15°42'34" West, 24.52 feet; thence North 28°02'28" West, 12.07 feet; thence South  
 61°20'26" West, 23.18 feet; thence South 51°54'33" West, 9.44 feet; thence South  
 04°00'00" West, 71.89 feet; thence South 38°00'00" West, 87.00 feet; thence South  
 49°00'00" West, 32.00 feet; thence North 68°00'00" West, 77.00 feet; thence North  
 62°00'00" West, 80.00 feet; thence North 57°00'00" West, 110.00 feet; thence North  
 76°00'00" West, 128.58 feet; thence North 81°00'00" West, 175.18 feet; thence North  
 51°00'00" West, 160.00 feet; thence North 12°00'00" West, 102.94 feet; thence North  
 13°00'00" East, 164.35 feet; thence North 19°00'00" West, 56.86 feet; thence North  
 70°59'16" East, 208.97 feet; thence South 08°20'12" West, 22.97 feet; thence South  
 54°24'30" East, 29.42 feet; thence South 79°40'36" East, 28.15 feet; thence South  
 73°00'00" East, 55.62 feet; thence South 19°00'00" East, 192.70 feet; thence South  
 82°00'00" East, 40.51 feet to the point of curvature of a curve concave Southwesterly,  
 having a radius of 10.00 feet; thence Southeasterly along the arc of said curve, through a  
 central angle of 87°00'00", an arc length of 15.18 feet to the point of tangency of said  
 curve, said arc being subtended by a chord bearing and distance of South 38°30'00" East,  
 13.77 feet; thence South 05°00'00" West, 12.52 feet; thence North 75°00'00" West,  
 16.73 feet; thence South 49°07'03" West, 41.10 feet; thence South 21°47'10" West,  
 30.59 feet; thence South 00°24'54" East, 24.34 feet; thence South 78°37'52" East, 37.19  
 feet; thence South 66°38'23" East, 13.77 feet; thence South 21°04'38" East, 30.82 feet;  
 thence South 89°02'32" East, 29.02 feet; thence South 63°17'43" East, 23.87 feet; thence  
 South 20°16'10" East, 25.02 feet; thence South 25°47'44" East, 15.80 feet; thence South  
 24°54'29" West, 14.92 feet; thence South 81°31'30" East, 21.86 feet; thence North  
 10°00'00" East, 22.41 feet; thence South 33°00'00" East, 75.00 feet; thence North  
 85°00'00" East, 95.00 feet; thence North 26°00'00" East, 80.00 feet; thence North  
 16°00'00" East, 30.00 feet; thence South 80°00'00" East, 70.23 feet; thence North  
 37°00'00" East, 91.62 feet; thence Due North, 51.63 feet; thence South 84°00'00" West,  
 74.00 feet; thence North 28°00'00" West, 124.83 feet; thence North 24°00'00" West,  
 80.31 feet; thence North 12°00'00" West, 80.60 feet; thence North 19°00'00" West,  
 560.00 feet; thence North 04°00'00" East, 42.00 feet; thence North 17°00'00" West,  
 46.00 feet; thence North 02°09'33" West, 131.99 feet; thence North 25°21'38" West,  
 69.46 feet; thence North 52°00'00" West, 57.00 feet; thence North 14°00'00" West,  
 122.54 feet; thence North 65°00'00" West, 43.37 feet; thence North 19°00'00" West,  
 160.00 feet; thence North 12°57'35" West, 160.89 feet; thence North 21°00'00" West,  
 160.10 feet; thence North 17°02'27" West, 160.09 feet; thence North 13°00'00" West,  
 80.44 feet; thence North 19°00'00" West, 80.00 feet; thence North 30°00'00" East, 38.00  
 feet; thence North 02°30'00" East, 57.00 feet; thence North 26°00'00" East, 70.31 feet;  
 thence Due North, 148.26 feet; thence North 22°23'48" East, 8.33 feet; thence North  
 19°15'12" East, 26.72 feet; thence North 68°12'47" East, 337.64 feet; thence South

*EXHIBIT "A" 38 OF 73*

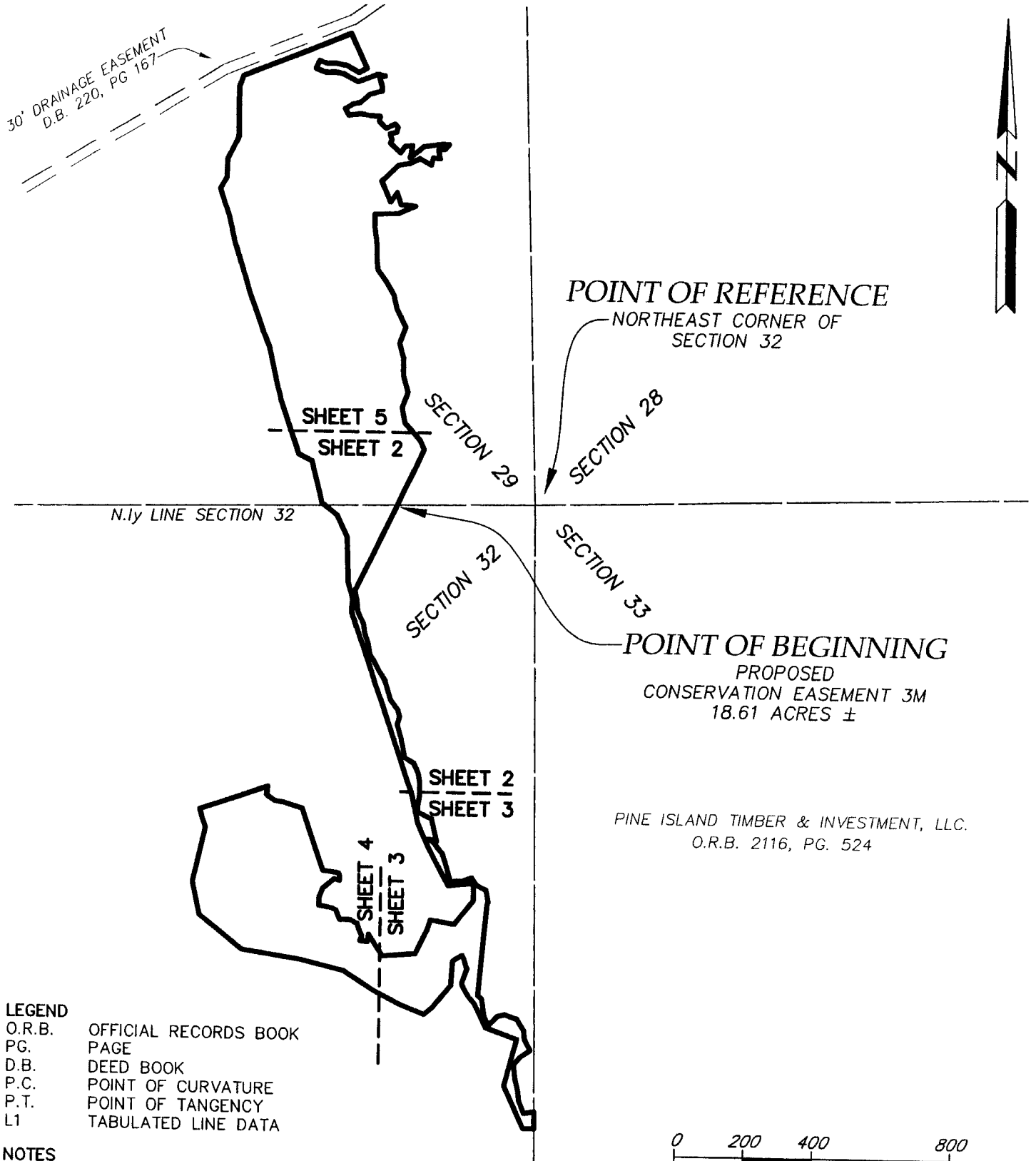
25°00'00" East, 109.32 feet; thence South 63°58'08" West, 27.34 feet; thence North  
 61°11'27" West, 37.87 feet; thence North 78°49'59" West, 34.96 feet; thence South  
 86°03'53" West, 23.26 feet; thence North 69°06'00" West, 24.78 feet; thence South  
 24°05'19" West, 25.04 feet; thence South 69°06'01" East, 31.68 feet; thence North  
 86°03'53" East, 25.45 feet; thence South 78°49'59" East, 27.77 feet; thence South  
 61°11'27" East, 45.55 feet; thence North 69°10'29" East, 62.55 feet; thence South  
 77°25'29" East, 20.65 feet; thence South 77°47'48" West, 16.29 feet; thence South  
 16°28'30" East, 29.77 feet; thence South 02°34'53" West, 11.88 feet; thence South  
 72°58'09" West, 39.70 feet; thence South 46°42'46" West, 11.98 feet; thence South  
 46°42'48" West, 23.15 feet; thence South 77°06'55" West, 21.66 feet; thence South  
 57°52'42" West, 25.52 feet; thence South 32°06'46" East, 22.11 feet; thence North  
 80°18'01" East, 34.12 feet; thence South 77°39'47" East, 24.45 feet; thence South  
 85°24'44" East, 32.91 feet; thence South 08°55'28" West, 15.27 feet; thence South  
 46°00'45" East, 27.27 feet; thence North 64°18'54" East, 28.36 feet; thence South  
 44°15'24" East, 13.39 feet; thence South 16°40'38" West, 14.78 feet; thence South  
 73°40'00" West, 20.30 feet; thence South 19°26'29" East, 18.13 feet; thence South  
 23°58'23" West, 12.14 feet; thence South 48°53'13" East, 39.99 feet; thence North  
 34°51'21" East, 21.94 feet; thence North 84°33'13" East, 23.33 feet; thence South  
 12°29'38" West, 35.24 feet; thence North 51°06'33" East, 50.88 feet; thence North  
 81°39'20" East, 55.21 feet; thence South 86°23'47" East, 19.71 feet; thence South  
 44°20'24" West, 17.33 feet; thence South 79°17'59" West, 19.11 feet; thence South  
 10°54'02" East, 25.03 feet; thence North 83°32'07" West, 19.73 feet; thence South  
 14°21'21" West, 21.44 feet; thence North 62°34'16" West, 38.14 feet; thence South  
 63°32'50" West, 33.07 feet; thence South 81°45'20" West, 33.23 feet; thence South  
 44°56'14" West, 68.53 feet; thence South 23°38'12" East, 65.12 feet; thence North  
 35°16'08" East, 32.84 feet; thence South 19°29'11" East, 37.37 feet; thence South  
 84°35'07" East, 42.10 feet; thence South 64°48'41" West, 54.91 feet; thence South  
 88°17'31" West, 46.67 feet; thence South 87°45'17" West, 22.13 feet; thence South  
 01°03'22" East, 35.25 feet; thence South 07°55'51" East, 48.81 feet; thence South  
 00°17'04" East, 47.09 feet; thence South 06°07'46" East, 29.98 feet; thence South  
 35°22'57" East, 43.79 feet; thence South 30°30'09" East, 41.55 feet; thence South  
 13°51'22" East, 41.07 feet; thence South 27°12'57" East, 57.70 feet; thence South  
 20°10'45" West, 51.52 feet; thence South 16°26'46" East, 44.95 feet; thence South  
 00°58'21" West, 47.58 feet; thence South 16°17'55" East, 51.99 feet; thence South  
 20°54'45" West, 49.41 feet; thence South 11°49'39" East, 45.70 feet; thence South  
 44°06'24" East, 28.32 feet; thence South 40°16'01" East, 39.62 feet; thence South  
 24°35'34" East, 27.23 feet; thence South 25°44'32" West, 175.86 feet to the Point of  
 Beginning.

Containing 18.61 acres, more or less.

EXHIBIT 'A' 39 OF 73

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTIONS 29 AND 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



REVISED JANUARY 17, 2007 TO AMEND BOUNDARY

SHEET 1 OF 6



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Robert M. Angas Associates, inc.**

LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 13, 2006

SCALE: 1"=400'

*[Signature]*  
JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

EXHIBIT "A" 40 OF 73

SHEET 5  
SHEET 2

N19°00'00"W  
160.00'

POINT OF  
BEGINNING  
CONSERVATION  
EASEMENT 3M  
18.61 ACRES ±

POINT OF  
REFERENCE  
NORTHEAST CORNER OF  
SECTION 32

SECTION 29  
SECTION 32

SECTION 28

SECTION 33

N.1y LINE SECTION 32

S88°59'41"W

399.85'

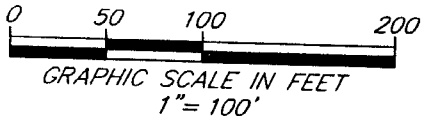
S25°44'32"W 278.67'

PINE ISLAND TIMBER &  
INVESTMENT, LLC. O.R.B.  
2116, PG. 524

PINE ISLAND TIMBER &  
INVESTMENT, LLC. O.R.B.  
2116, PG. 524

N19°00'00"W 360.00'

SHEET 2  
SHEET 3



SEE SHEET 1 OF 6 FOR NOTES AND LEGEND  
SEE SHEET 6 OF 6 FOR TABULATED LINE DATA  
SHEET 2 OF 6

DATE: OCTOBER 13, 2006

SCALE: 1"=100'

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550

EXHIBIT "A" 41 OF 73

PINE ISLAND TIMBER &  
INVESTMENT, LLC. O.R.B.  
2116, PG. 524

SHEET 2  
SHEET 3



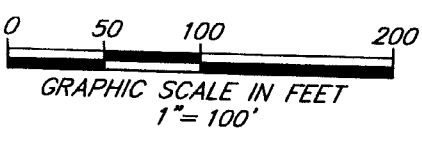
$\Delta=87^{\circ}00'00''$   
 $R=10.00'$   
 $L=15.18'$   
 $CB=N38^{\circ}30'00''W$   
 $CH=13.77'$

SHEET 4  
SHEET 3

SECTION 32  
SECTION 33

Ely LINE SECTION 32

PINE ISLAND TIMBER &  
INVESTMENT, LLC. O.R.B.  
2116, PG. 524



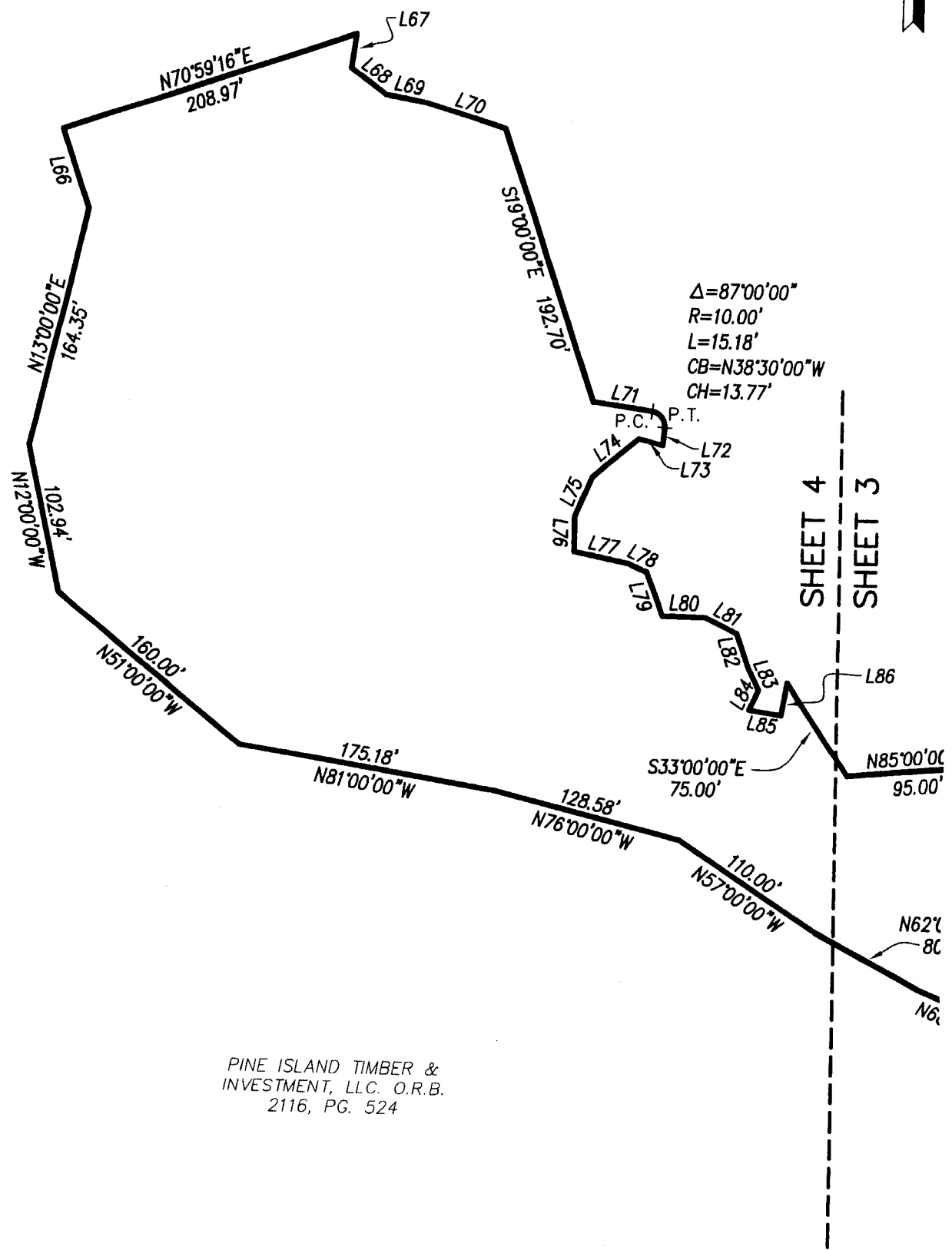
SEE SHEET 1 OF 6 FOR NOTES AND LEGEND  
SEE SHEET 6 OF 6 FOR TABULATED LINE DATA  
SHEET 3 OF 6

DATE: OCTOBER 13, 2006 SCALE: 1"=100'

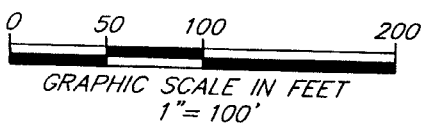
PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550

EXHIBIT "A" 42 OF 73

PINE ISLAND TIMBER &  
INVESTMENT, LLC. O.R.B.  
2116, PG. 524



PINE ISLAND TIMBER &  
INVESTMENT, LLC. O.R.B.  
2116, PG. 524

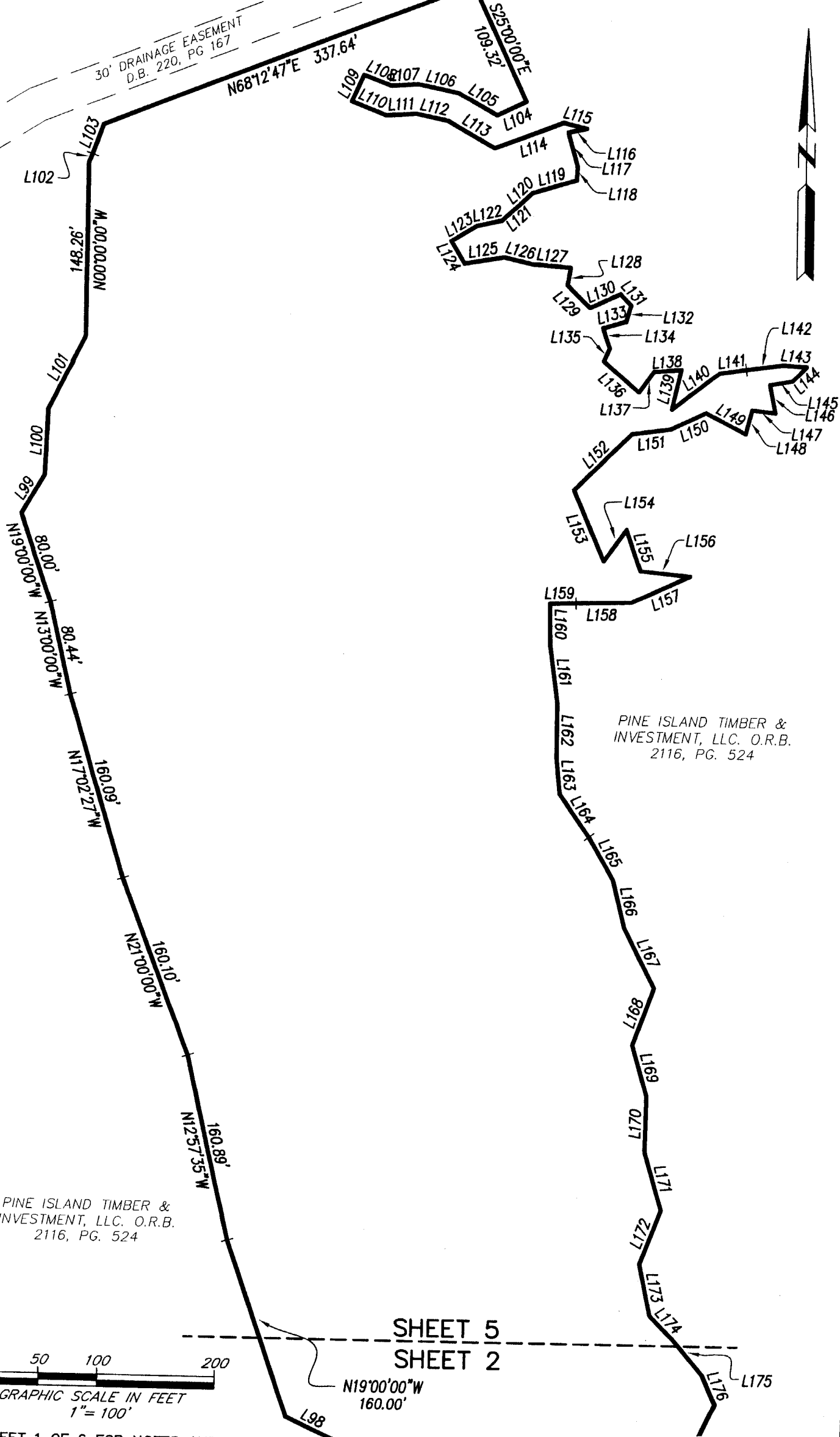


SEE SHEET 1 OF 6 FOR NOTES AND LEGEND  
SEE SHEET 6 OF 6 FOR TABULATED LINE DATA  
SHEET 4 OF 6

DATE: OCTOBER 13, 2006 SCALE: 1\"=100'

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550

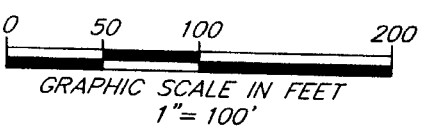
EXHIBIT "A" 43 of 73



PINE ISLAND TIMBER & INVESTMENT, LLC. O.R.B. 2116, PG. 524

PINE ISLAND TIMBER & INVESTMENT, LLC. O.R.B. 2116, PG. 524

SHEET 5  
SHEET 2



SEE SHEET 1 OF 6 FOR NOTES AND LEGEND  
SEE SHEET 6 OF 6 FOR TABULATED LINE DATA  
SHEET 5 OF 6

DATE: OCTOBER 13, 2006 SCALE: 1"=100'

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550

## EXHIBIT "A" 44 OF 73

LINE TABLE		
LINE	BEARING	LENGTH
L1	S17°54'00"E	17.16'
L2	S05°55'30"E	43.81'
L3	S24°30'58"E	41.02'
L4	S08°16'39"E	24.68'
L5	S18°50'24"E	31.31'
L6	S10°37'33"E	36.43'
L7	S32°59'00"E	15.22'
L8	S28°53'00"E	37.42'
L9	S33°27'30"E	31.43'
L10	S15°55'38"E	60.53'
L11	S38°30'14"E	36.10'
L12	S14°25'13"E	19.29'
L13	S17°29'32"W	22.78'
L14	S16°21'11"E	31.73'
L15	S14°53'24"E	33.02'
L16	S09°25'56"E	33.25'
L17	S59°27'40"E	31.33'
L18	S24°39'42"E	31.74'
L19	S09°18'03"E	23.41'
L20	S01°17'42"E	39.46'
L21	S09°29'36"W	36.59'
L22	S08°10'37"E	14.32'
L23	S64°23'25"E	45.01'
L24	S13°09'17"E	67.37'
L25	N73°47'57"W	25.85'
L26	S53°52'57"E	21.22'
L27	S38°21'09"E	39.27'
L28	S18°05'49"E	35.45'
L29	S15°46'13"E	38.11'
L30	S17°29'17"E	12.37'
L31	N81°03'49"E	16.80'
L32	N88°11'48"E	18.72'
L33	N70°06'31"E	26.96'
L34	S34°37'51"E	28.07'
L35	S64°45'55"E	29.88'
L36	S10°51'00"E	36.63'
L37	S33°40'36"W	6.20'
L38	S50°35'27"E	16.29'
L39	S08°11'03"E	51.34'
L40	S25°53'04"E	28.22'
L41	N45°21'53"E	35.70'
L42	N76°08'06"E	22.63'
L43	S70°50'08"E	38.24'
L44	S32°13'12"E	39.58'
L45	S02°54'05"E	24.23'
L46	S27°34'35"E	37.24'
L47	S55°04'44"W	36.22'
L48	S42°15'31"W	26.85'
L49	S07°11'29"E	44.51'
L50	S13°30'44"E	35.88'
L51	S04°55'23"E	25.12'
L52	S21°55'05"E	39.70'
L53	N83°43'04"E	29.94'
L54	S00°37'40"E	47.41'
L55	DUE WEST	31.84'
L56	N38°00'00"W	35.00'
L57	N28°00'00"W	36.74'
L58	N05°00'00"E	6.00'

LINE TABLE		
LINE	BEARING	LENGTH
L59	N20°00'00"E	44.08'
L60	N33°41'41"W	4.99'
L61	N15°42'34"W	24.52'
L62	N28°02'28"W	12.07'
L63	S61°20'26"W	23.18'
L64	S51°54'33"W	9.44'
L65	S49°00'00"W	32.00'
L66	N19°00'00"W	56.86'
L67	S08°20'12"W	22.97'
L68	S54°24'30"E	29.42'
L69	S79°40'36"E	28.15'
L70	S73°00'00"E	55.62'
L71	S82°00'00"E	40.51'
L72	S05°00'00"W	12.52'
L73	N75°00'00"W	16.73'
L74	S49°07'03"W	41.10'
L75	S21°47'10"W	30.59'
L76	S00°24'54"E	24.34'
L77	S78°37'52"E	37.19'
L78	S66°38'23"E	13.77'
L79	S21°04'38"E	30.82'
L80	S89°02'32"E	29.02'
L81	S63°17'43"E	23.87'
L82	S20°16'10"E	25.02'
L83	S25°47'44"E	15.80'
L84	S24°54'29"W	14.92'
L85	S81°31'30"E	21.86'
L86	N10°00'00"E	22.41'
L87	N16°00'00"E	30.00'
L88	DUE NORTH	51.63'
L89	S84°00'00"W	74.00'
L90	N24°00'00"W	80.31'
L91	N12°00'00"W	80.60'
L92	N04°00'00"E	42.00'
L93	N17°00'00"W	46.00'
L94	N02°09'33"W	131.99'
L95	N25°21'38"W	69.46'
L96	N52°00'00"W	57.00'
L97	N14°00'00"W	122.54'
L98	N65°00'00"W	43.37'
L99	N30°00'00"E	38.00'
L100	N02°30'00"E	57.00'
L101	N26°00'00"E	70.31'
L102	N22°23'48"E	8.33'
L103	N19°15'12"E	26.72'
L104	S63°58'08"W	27.34'
L105	N61°11'27"W	37.87'
L106	N78°49'59"W	34.96'
L107	S86°03'53"W	23.26'
L108	N69°06'00"W	24.78'
L109	S24°05'19"W	25.04'
L110	S69°06'01"E	31.68'
L111	N86°03'53"E	25.45'
L112	S78°49'59"E	27.77'
L113	S61°11'27"E	45.55'
L114	N69°10'29"E	62.55'
L115	S77°25'29"E	20.65'
L116	S77°47'48"W	16.29'
L117	S16°28'30"E	29.77'

LINE TABLE		
LINE	BEARING	LENGTH
L118	S02°34'53"W	11.88'
L119	S72°58'09"W	39.70'
L120	S46°42'46"W	11.98'
L121	S46°42'48"W	23.15'
L122	S77°06'55"W	21.66'
L123	S57°52'42"W	25.52'
L124	S32°06'46"E	22.11'
L125	N80°18'01"E	34.12'
L126	S77°39'47"E	24.45'
L127	S85°24'44"E	32.91'
L128	S08°55'28"W	15.27'
L129	S46°00'45"E	27.27'
L130	N64°18'54"E	28.36'
L131	S44°15'24"E	13.39'
L132	S16°40'38"W	14.78'
L133	S73°40'00"W	20.30'
L134	S19°26'29"E	18.13'
L135	S23°58'23"W	12.14'
L136	S48°53'13"E	39.99'
L137	N34°51'21"E	21.94'
L138	N84°33'13"E	23.33'
L139	S12°29'38"W	35.24'
L140	N51°06'33"E	50.88'
L141	N80°55'54"E	23.28'
L142	N82°11'00"E	31.93'
L143	S86°23'47"E	19.71'
L144	S44°20'24"W	17.33'
L145	S79°17'59"W	19.11'
L146	S10°54'02"E	25.03'
L147	N83°32'07"W	19.73'
L148	S14°21'21"W	21.44'
L149	N62°34'16"W	38.14'
L150	S63°32'50"W	33.07'
L151	S81°45'20"W	33.23'
L152	S44°56'14"W	68.53'
L153	S23°38'12"E	65.12'
L154	N35°16'08"E	32.84'
L155	S19°29'11"E	37.37'
L156	S84°35'07"E	42.10'
L157	S64°48'41"W	54.91'
L158	S88°17'31"W	46.67'
L159	S87°45'17"W	22.13'
L160	S01°03'22"E	35.25'
L161	S07°55'51"E	48.81'
L162	S00°17'04"E	47.09'
L163	S06°07'46"E	29.98'
L164	S35°22'57"E	43.79'
L165	S30°30'09"E	41.55'
L166	S13°51'22"E	41.07'
L167	S27°12'57"E	57.70'
L168	S20°10'45"W	51.52'
L169	S16°26'46"E	44.95'
L170	S00°58'21"W	47.58'
L171	S16°17'55"E	51.99'
L172	S20°54'45"W	49.41'
L173	S11°49'39"E	45.70'
L174	S44°06'24"E	28.32'
L175	S40°16'01"E	39.62'
L176	S24°35'34"E	27.23'

SEE SHEET 1 OF 6 FOR NOTES AND LEGEND  
SHEET 2 OF 6

DATE: OCTOBER 13, 2006

SCALE: 1"=100'

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550

ORDER NO.: 06-221.00 FILE NO.: 119B-3(3M) DRAWN BY: CBN CAD FILE: I:\S\R\Ball Tract\Las Calinas\PU Conservation Sites\cons ease 3m.dwg



EXHIBIT "A" 45 of 73



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

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

September 8, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3N  
File No. 119B-3

### Conservation Easement 3N

A portion of Section 28, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows.

For a Point of Reference, commence at the Southwest corner of said Section 28; thence North 88°39'12" East, along the Southerly line of said Section 28, said line also being the Northerly line of Kensington Unit Two as described and recorded in Map Book 53, pages 89 through 107 of said Public Records, 500.43 feet to the Point of Beginning.

From said Point of Beginning, thence North 20°00'00" West, departing said Southerly line of Section 28, a distance of 68.00 feet; thence Due North, 11.52 feet; thence North 45°34'57" East, 67.29 feet; thence North 80°45'43" East, 121.93 feet; thence South 75°00'00" East, 135.00 feet; thence South 86°00'00" East, 60.00 feet; thence North 57°00'00" East, 210.00 feet; thence Due East, 41.91 feet; thence South 50°00'00" East, 204.08 feet; thence North 40°00'00" East, 188.66 feet; thence South 04°58'12" West, 32.56 feet; thence South 39°33'22" East, 43.96 feet; thence South 01°22'59" East, 62.63 feet; thence South 11°17'04" East, 82.79 feet to a point lying on said Southerly line of Section 28, thence South 88°39'12" West, along said Southerly line, a distance of 874.16 feet to the Point of Beginning.

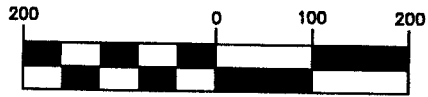
Containing 2.74 acres, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION SECTION 28, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

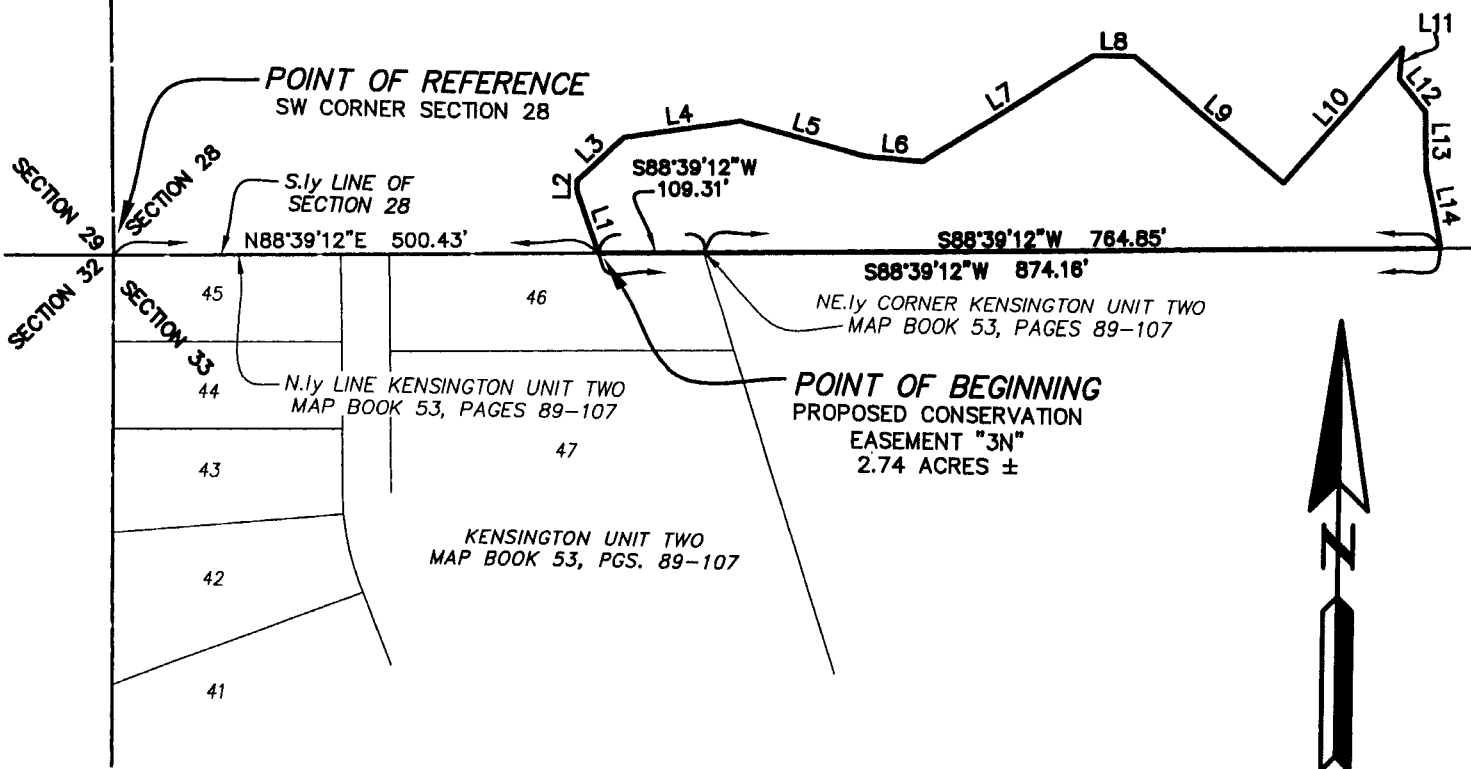
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N20°00'00"W	68.00'
L2	DUE NORTH	11.52'
L3	N45°34'57"E	67.29'
L4	N80°45'43"E	121.93'
L5	S75°00'00"E	135.00'
L6	S86°00'00"E	60.00'
L7	N57°00'00"E	210.00'
L8	DUE EAST	41.91'
L9	S50°00'00"E	204.08'
L10	N40°00'00"E	188.66'
L11	S04°58'12"W	32.56'
L12	S39°33'22"E	43.98'
L13	S01°22'59"E	62.63'
L14	S11°17'04"E	82.79'

## GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.

PINE ISLAND TIMBER &  
INVESTMENT, LLC. O.R.B.  
2116, PG. 524



### NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 28 AS BEING NORTH 88°39'12" EAST.

### LEGEND

- L1 TABULATED LINE DATA
- C1 TABULATED CURVE DATA
- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

SCALE: 1"=100'

DATE: SEPTEMBER 8, 2006

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

EXHIBIT "A" 47 OF 73



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

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

Revised March 1, 2007

September 7, 2006

**Las Calinas**

Phase 2

Page 1 of 3

Work Order No. 06-221.00-30  
File No. 119B-3(30)

### **Conservation Easement 30**

A portion of Sections 28 and 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows.

For a Point of Reference, commence at the Southwest corner of said Section 28, thence North 01°32'50" West, along the Westerly line of said Section 28, a distance of 1255.05 feet to the Point of Beginning.

From said Point of Beginning, thence North 40°00'00" West, departing said Westerly line of Section 28, a distance of 103.16 feet; thence North 14°20'59" East, 141.48 feet; thence North 78°00'00" East, 70.00 feet; thence South 72°00'00" East, 127.45 feet; thence South 85°31'28" East, 15.66 feet; thence North 04°03'59" East, 31.54 feet; thence North 35°00'00" West, 109.99 feet; thence North 10°00'00" East, 60.00 feet; thence North 41°30'00" West, 185.00 feet; thence North 10°00'00" East, 36.79 feet; thence North 32°25'24" East, 49.81 feet; thence North 44°00'00" West, 16.56 feet; thence North 42°00'44" East, 24.36 feet; thence North 35°15'30" East, 69.06 feet; thence North 59°43'44" East, 32.90 feet; thence North 23°37'31" West, 29.25 feet; thence North 30°45'00" East, 55.22 feet; thence South 59°15'00" East, 20.00 feet; thence North 30°45'00" East, 65.50 feet; thence North 59°15'00" West, 20.00 feet; thence North 30°45'00" East, 75.51 feet; thence South 59°15'00" East, 5.00 feet; thence North 30°45'00" East, 149.87 feet; thence South 07°00'00" East, 172.68 feet; thence South 72°00'00" East, 192.62 feet; thence South 08°06'37" East, 22.04 feet; thence South 72°26'51" East, 28.66 feet; thence South 20°04'35" West, 6.14 feet; thence South 81°11'48" West, 86.72 feet; thence South 58°00'00" East, 106.73 feet; thence South 45°02'59" East, 134.69 feet; thence South 09°00'00" East, 16.00 feet; thence South 41°00'00" West, 67.00 feet; thence North 86°00'00" West, 80.00 feet; thence North 40°00'00" West, 92.00 feet; thence North 64°00'00" West, 137.00 feet; thence Due West, 66.19 feet; thence South 50°00'00" West, 41.27 feet; thence Due South, 55.80 feet; thence South 41°30'00" East, 120.00 feet; thence South 07°00'00" East, 100.00 feet; thence South 08°00'00" West, 128.36 feet; thence South 52°00'00" East, 67.36 feet; thence Due South, 50.54 feet; thence North 75°00'00" East, 139.07 feet; thence Due East, 425.00 feet; thence Due North, 286.05 feet; thence North 18°00'00" West, 104.08 feet; thence North 36°00'00" West, 51.83 feet; thence North 61°00'00" West, 150.11 feet;

*EXHIBIT "A" 48 OF 73*

(Page 2 – Conservation Easement 30)

thence North 15°00'00" West, 14.39 feet; thence North 56°00'00" East, 103.54 feet;  
 thence North 38°25'48" East, 9.21 feet; thence North 60°00'00" West, 24.88 feet; thence  
 North 14°00'00" East, 63.45 feet; thence North 39°00'00" East, 20.00 feet; thence Due  
 North, 125.00 feet; thence North 60°00'00" West, 55.00 feet; thence North 06°30'00"  
 East, 125.00 feet; thence North 34°00'00" East, 175.00 feet; thence North 45°00'00"  
 East, 74.00 feet; thence North 16°00'00" East, 67.00 feet; thence Due North, 121.12 feet;  
 thence North 42°00'00" East, 26.58 feet; thence North 05°30'30" West, 30.92 feet; thence  
 North 75°11'38" West, 24.18 feet; thence South 55°00'00" West, 41.60 feet; thence Due  
 West, 25.00 feet; thence South 65°00'00" West, 75.00 feet; thence Due West, 18.00 feet;  
 thence North 19°00'00" West, 100.00 feet; thence North 56°00'00" West, 35.00 feet;  
 thence Due West, 70.00 feet; thence North 29°53'41" East, 67.11 feet; thence North  
 82°11'33" East, 67.39 feet; thence South 77°52'51" East, 58.37 feet; thence North  
 30°00'00" East, 32.00 feet; thence South 85°00'00" East, 100.00 feet; thence North  
 62°00'00" East, 60.00 feet; thence North 20°00'00" East, 55.00 feet; thence North  
 50°00'00" West, 52.00 feet; thence North 45°00'00" West, 172.51 feet; thence North  
 30°45'00" East, 42.10 feet; thence South 59°15'00" East, 22.00 feet; thence North  
 30°45'00" East, 54.00 feet; thence North 57°15'37" West, 22.01 feet; thence South  
 74°52'04" East, 439.57 feet; thence South 08°41'41" East, 852.05 feet; thence South  
 64°43'44" West, 18.73 feet; thence South 43°57'13" West, 20.06 feet; thence South  
 51°14'59" West, 42.52 feet; thence South 36°10'17" East, 38.67 feet; thence South  
 00°25'15" West, 84.44 feet; thence South 55°09'05" East, 21.12 feet; thence South  
 75°16'52" West, 64.87 feet; thence South 29°59'57" West, 34.43 feet; thence South  
 05°14'18" East, 81.21 feet; thence South 38°55'37" East, 29.47 feet; thence South  
 46°10'45" East, 26.10 feet; thence South 30°33'57" East, 54.67 feet; thence South  
 22°53'29" East, 72.91 feet; thence North 54°40'18" East, 23.79 feet; thence South  
 23°49'27" East, 28.86 feet; thence South 45°55'23" West, 33.15 feet; thence South  
 27°27'31" East, 58.57 feet; thence South 16°54'03" East, 69.59 feet; thence South  
 69°01'17" West, 132.48 feet; thence South 37°42'25" West, 19.07 feet; thence South  
 00°12'22" East, 12.69 feet; thence North 67°50'14" East, 35.43 feet; thence South  
 09°30'06" East, 44.86 feet; thence South 26°51'22" East, 47.10 feet; thence North  
 80°56'39" East, 45.29 feet; thence South 51°15'34" West, 42.56 feet; thence South  
 77°42'54" West, 28.56 feet; thence North 62°30'31" West, 26.20 feet; thence South  
 09°16'53" East, 17.88 feet; thence South 12°32'54" East, 12.49 feet; thence North  
 74°27'51" East, 39.95 feet; thence South 15°23'18" West, 28.27 feet; thence South  
 08°21'42" East, 43.34 feet; thence South 54°36'15" East, 36.30 feet; thence South  
 48°16'16" East, 56.23 feet; thence South 58°04'59" East, 75.94 feet; thence South  
 80°06'28" East, 25.69 feet; thence South 05°21'03" West, 42.51 feet; thence South  
 08°07'48" East, 79.58 feet; thence South 18°20'28" East, 12.79 feet; thence South  
 04°13'25" East, 79.67 feet; thence South 08°24'29" East, 94.26 feet; thence South  
 82°37'10" East, 58.36 feet; thence South 28°59'45" East, 23.58 feet; thence South  
 21°43'55" West, 45.92 feet; thence South 27°47'13" East, 56.39 feet; thence South  
 12°52'04" East, 40.64 feet; thence South 13°22'16" East, 67.03 feet; thence South  
 06°45'19" West, 85.38 feet; thence South 65°39'59" West, 74.28 feet; thence South  
 73°20'53" West, 68.73 feet; thence North 74°41'14" West, 56.89 feet; thence South

*EXHIBIT "A" 49 OF 73*

(Page 3 – Conservation Easement 3O)

19°07'44" East, 36.46 feet; thence South 14°42'32" East, 69.98 feet; thence South 02°37'45" East, 58.32 feet; thence South 12°00'16" West, 64.21 feet; thence South 33°28'18" West, 208.17 feet; thence North 44°31'29" West, 30.62 feet; thence Due North, 22.58 feet; thence North 20°00'00" West, 139.82 feet; thence North 39°00'00" West, 60.00 feet; thence North 61°00'00" West, 108.00 feet; thence South 52°00'00" West, 190.00 feet; thence North 84°00'00" West, 80.00 feet; thence Due West, 280.00 feet; thence South 20°00'00" East, 65.00 feet; thence South 08°00'00" West, 58.00 feet; thence South 65°00'00" West, 10.72 feet; thence South 45°54'24" West, 107.10 feet; thence South 11°00'00" East, 75.00 feet; thence South 88°04'14" West, 102.62 feet; thence North 62°50'09" West, 66.24 feet; thence North 73°10'38" West, 42.41 feet; thence South 42°50'13" East, 50.25 feet; thence South 30°51'17" East, 25.52 feet; thence South 68°00'00" West, 29.45 feet; thence North 37°00'00" West, 104.46 feet; thence North 52°59'31" East, 25.29 feet; thence North 36°50'00" West, 26.79 feet; thence South 49°00'00" West, 25.43 feet; thence North 37°00'00" West, 104.78 feet; thence North 15°30'00" West, 45.00 feet; thence North 26°30'00" East, 8.81 feet; thence South 37°37'41" East, 102.81 feet; thence North 52°22'19" East, 5.00 feet; thence North 37°37'41" West, 105.23 feet; thence North 26°30'00" East, 22.63 feet; thence North 18°30'00" West, 70.00 feet; thence North 20°00'00" West, 49.00 feet; thence North 05°30'00" East, 5.00 feet; thence North 28°00'00" East, 95.00 feet; thence North 03°00'00" East, 14.36 feet; thence South 87°00'00" East, 10.00 feet; thence North 01°59'08" East, 29.34 feet; thence North 56°35'04" West, 14.94 feet; thence South 83°00'00" West, 15.44 feet; thence North 56°00'00" West, 20.00 feet; thence North 76°00'00" West, 41.00 feet; thence North 85°30'00" West, 56.00 feet; thence North 82°30'00" West, 47.00 feet; thence South 45°00'00" West, 60.32 feet; thence South 86°20'28" West, 29.02 feet; thence North 15°49'31" West, 192.83 feet; thence Due North, 277.59 feet; thence North 14°00'00" West, 110.68 feet; thence North 40°00'00" West, 7.08 feet to the Point of Beginning.

Containing 61.98 acres, more or less.

EXHIBIT "A" 50 OF 73

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION SECTIONS 28 AND 29, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

## GRAPHIC SCALE



( IN FEET )

1 inch = 500 ft.

SHEET 1 OF 5



PINE ISLAND TIMBER & INVESTMENT, LLC. O.R.B. 2116, PG. 524

PINE ISLAND TIMBER & INVESTMENT, LLC. O.R.B. 2116, PG. 524

W.I.Y LINE OF O.R.B. 2627, PG. 282

POINT OF BEGINNING PROPOSED CONSERVATION EASEMENT "30" 61.98 ACRES ±

PINE ISLAND TIMBER & INVESTMENT, LLC. O.R.B. 2116, PG. 524

SHEET 2  
SHEET 3

SHEET 3  
SHEET 4

SHEET 2  
SHEET 4

1255.05'  
N01°32'50"W  
W.I.Y LINE  
SECTION 28  
SECTION 29  
SECTION 32  
SECTION 33

POINT OF REFERENCE  
SW CORNER SECTION 28

### NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE WESTERLY LINE OF SECTION 28 AS BEING NORTH 01°32'50" WEST.

REVISED MARCH 1, 2007 TO AMEND MAP AND DESCRIPTION (M.A.I.)  
REVISED JANUARY 22, 2007 TO AMEND MAP AND DESCRIPTION (S.G.)

### LEGEND

L1 TABULATED LINE DATA  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

SCALE: 1"=500'

DATE: SEPTEMBER 7, 2006

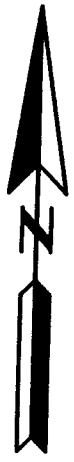
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

GRAPHIC SCALE



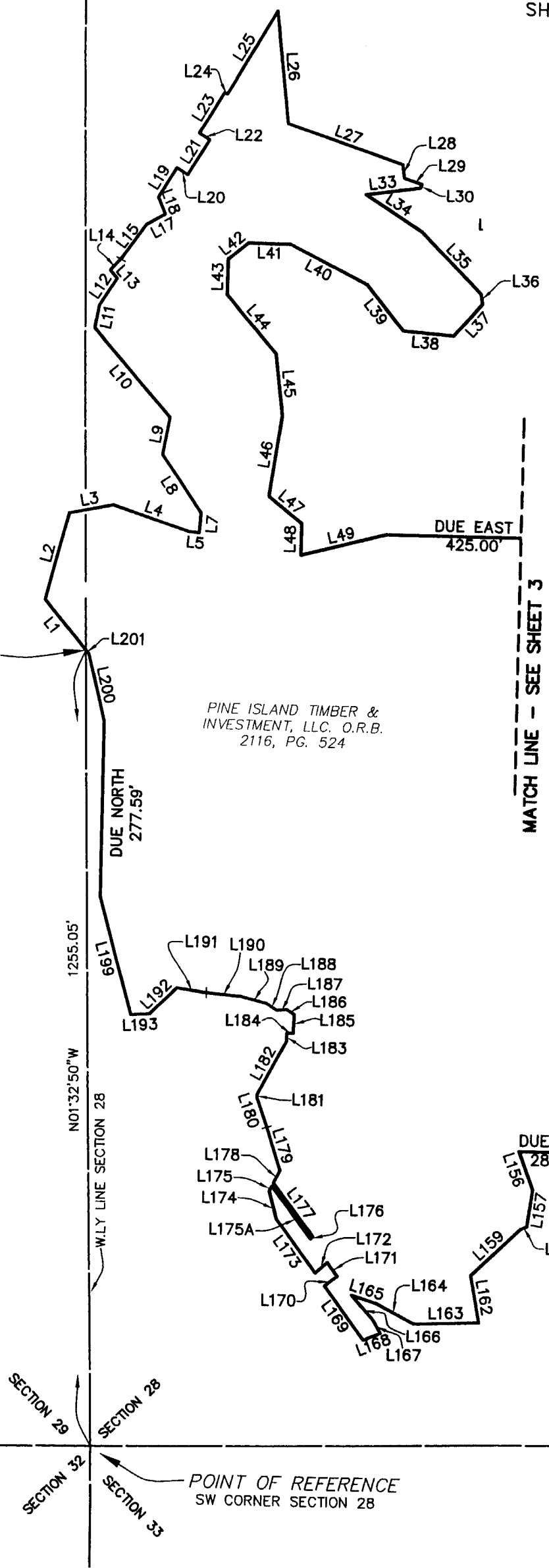
( IN FEET )  
1 inch = 200 ft.



POINT OF BEGINNING  
PROPOSED CONSERVATION  
EASEMENT "30"  
61.98 ACRES ±

PINE ISLAND TIMBER &  
INVESTMENT, LLC. O.R.B.  
2116, PG. 524

PINE ISLAND TIMBER &  
INVESTMENT, LLC. O.R.B.  
2116, PG. 524



SEE SHEET 1 OF 5 FOR NOTES AND LEGEND  
SEE SHEET 5 OF 5 FOR TABULATED DATA

SCALE: 1"=200'

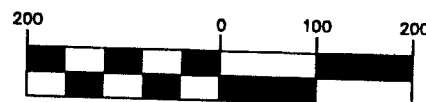
DATE: SEPTEMBER 7, 2006

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550

EXHIBIT "A" 52 OF 73

SHEET 3 OF 5

GRAPHIC SCALE



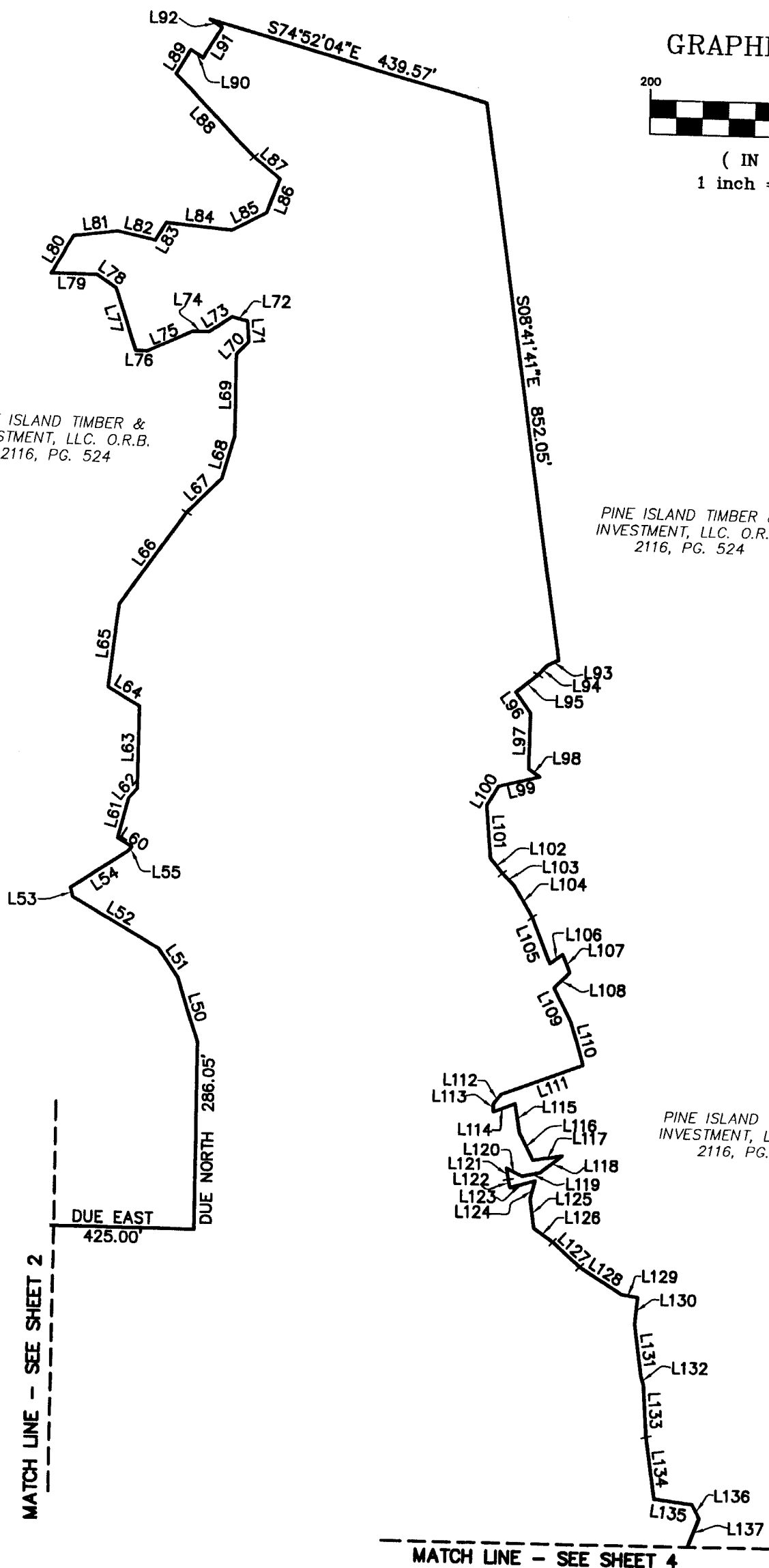
( IN FEET )  
1 inch = 200 ft.



PINE ISLAND TIMBER &  
INVESTMENT, LLC. O.R.B.  
2116, PG. 524

PINE ISLAND TIMBER &  
INVESTMENT, LLC. O.R.B.  
2116, PG. 524

PINE ISLAND TIMBER &  
INVESTMENT, LLC. O.R.B.  
2116, PG. 524



SEE SHEET 1 OF 5 FOR NOTES AND LEGEND  
SEE SHEET 5 OF 5 FOR TABULATED DATA

SCALE: 1"=200'

DATE: SEPTEMBER 7, 2006

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550



MATCH LINE - SEE SHEET 3

SHEET 4 OF 5

MATCH LINE - SEE SHEET 2

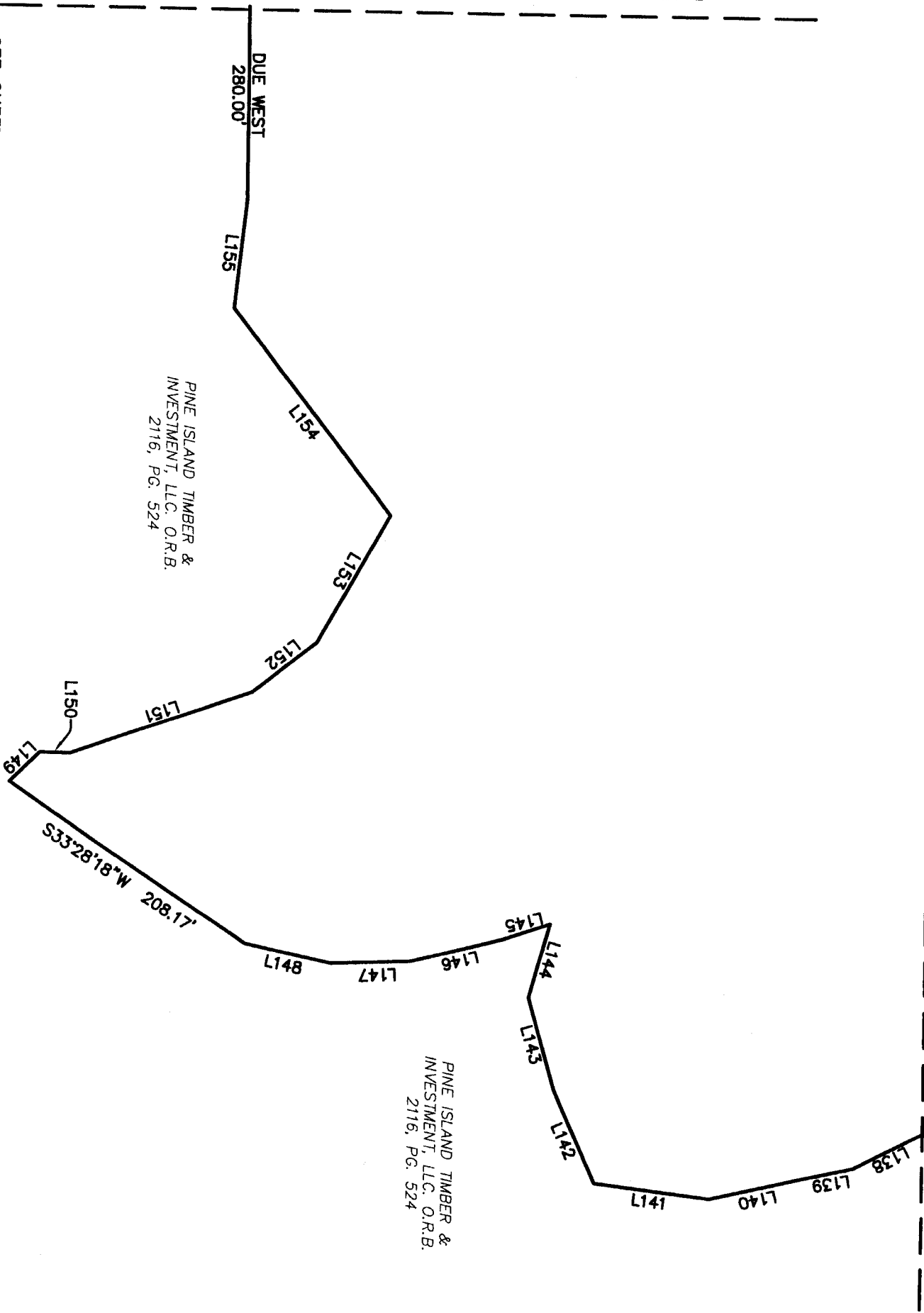
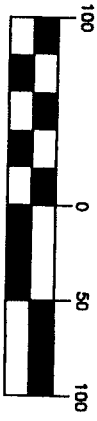
SEE SHEET 1 OF 5 FOR NOTES AND LEGEND  
SEE SHEET 5 OF 5 FOR TABULATED DATA

SCALE: 1"=200'

DATE: SEPTEMBER 7, 2006

PINE ISLAND TIMBER &  
INVESTMENT, LLC, O.R.B.  
2116, PG. 524

PINE ISLAND TIMBER &  
INVESTMENT, LLC, O.R.B.  
2116, PG. 524



ORDER NO: 06-221.00-30

FILE NO: 119B-3

DRAWN BY: BR

CAD FILE: I:\Survey\RM\pro\Bell Tract\Los Cofinas\PUO Conservation Sites\cons esee 30.dwg

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32256 (904) 642-8550

## EXHIBIT "A" 54 OF 73

SHEET 5 OF 5

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N40°00'00"W	103.16'
L2	N14°20'59"E	141.48'
L3	N78°00'00"E	70.00'
L4	S72°00'00"E	127.45'
L5	S85°31'28"E	15.66'
L7	N04°03'59"E	31.54'
L8	N35°00'00"W	109.99'
L9	N10°00'00"E	60.00'
L10	N41°30'00"W	185.00'
L11	N10°00'00"E	36.79'
L12	N32°25'24"E	49.81'
L13	N44°00'00"W	16.56'
L14	N42°00'44"E	24.36'
L15	N35°15'30"E	69.06'
L17	N59°43'44"E	32.90'
L18	N23°37'31"W	29.25'
L19	N30°45'00"E	55.22'
L20	S59°15'00"E	20.00'
L21	N30°45'00"E	65.50'
L22	N59°15'00"W	20.00'
L23	N30°45'00"E	75.51'
L24	S59°15'00"E	5.00'
L25	N30°45'00"E	149.87'
L26	S07°00'00"E	172.68'
L27	S72°00'00"E	192.62'
L28	S08°06'37"E	22.04'
L29	S72°26'51"E	28.66'
L30	S20°04'35"W	6.14'
L33	S81°11'48"W	86.72'
L34	S58°00'00"E	106.73'
L35	S45°02'59"E	134.69'
L36	S09°00'00"E	16.00'
L37	S41°00'00"W	67.00'
L38	N86°00'00"W	80.00'
L39	N40°00'00"W	92.00'
L40	N64°00'00"W	137.00'
L41	DUE WEST	66.19'
L42	S50°00'00"W	41.27'
L43	DUE SOUTH	55.80'
L44	S41°30'00"E	120.00'
L45	S07°00'00"E	100.00'
L46	S08°00'00"W	128.36'
L47	S52°00'00"E	67.36'
L48	DUE SOUTH	50.54'
L49	N75°00'00"E	139.07'
L50	N18°00'00"W	104.08'
L51	N36°00'00"W	51.83'
L52	N61°00'00"W	150.11'
L53	N15°00'00"W	14.39'
L54	N56°00'00"E	103.54'
L55	N38°25'48"E	9.21'
L60	N60°00'00"W	24.88'
L61	N14°00'00"E	63.45'
L62	N39°00'00"E	20.00'
L63	DUE NORTH	125.00'
L64	N60°00'00"W	55.00'
L65	N06°30'00"E	125.00'
L66	N34°00'00"E	175.00'
L67	N45°00'00"E	74.00'
L68	N16°00'00"E	67.00'
L69	DUE NORTH	121.12'

LINE TABLE		
LINE	BEARING	DISTANCE
L70	N42°00'00"E	26.58'
L71	N05°30'30"W	30.92'
L72	N75°11'38"W	24.18'
L73	S55°00'00"W	41.60'
L74	DUE WEST	25.00'
L75	S65°00'00"W	75.00'
L76	DUE WEST	18.00'
L77	N19°00'00"W	100.00'
L78	N56°00'00"W	35.00'
L79	DUE WEST	70.00'
L80	N29°53'41"E	67.11'
L81	N82°11'33"E	67.39'
L82	S77°52'51"E	58.37'
L83	N30°00'00"E	32.00'
L84	S85°00'00"E	100.00'
L85	N62°00'00"E	60.00'
L86	N20°00'00"E	55.00'
L87	N50°00'00"W	52.00'
L88	N45°00'00"W	172.51'
L89	N30°45'00"E	42.10'
L90	S59°15'00"E	22.00'
L91	N30°45'00"E	54.00'
L92	N57°15'37"W	22.01'
L93	S64°43'44"W	18.73'
L94	S43°57'13"W	20.06'
L95	S51°14'59"W	42.52'
L96	S36°10'17"E	38.67'
L97	S00°25'15"W	84.44'
L98	S55°09'05"E	21.12'
L99	S75°16'52"W	64.87'
L100	S29°59'57"W	34.43'
L101	S05°14'18"E	81.21'
L102	S38°55'37"E	29.47'
L103	S46°10'45"E	26.10'
L104	S30°33'57"E	54.67'
L105	S22°53'29"E	72.91'
L106	N54°40'18"E	23.79'
L107	S23°49'27"E	28.86'
L108	S45°55'23"W	33.15'
L109	S27°27'31"E	58.57'
L110	S16°54'03"E	69.59'
L111	S69°01'17"W	132.48'
L112	S37°42'25"W	19.07'
L113	S00°12'22"E	12.69'
L114	N67°50'14"E	35.43'
L115	S09°30'06"E	44.88'
L116	S26°51'22"E	47.10'
L117	N80°56'39"E	45.29'
L118	S51°15'34"W	42.56'
L119	S77°42'54"W	28.56'
L120	N62°30'31"W	26.20'
L121	S09°16'53"E	17.88'
L122	S12°32'54"E	12.49'
L123	N74°27'51"E	39.95'
L124	S15°23'18"W	28.27'
L125	S08°21'42"E	43.34'
L126	S54°36'15"E	36.30'
L127	S48°16'16"E	56.23'
L128	S58°04'59"E	75.94'
L129	S80°06'28"E	25.69'
L130	S05°21'03"W	42.51'
L131	S08°07'48"E	79.58'
L132	S18°20'28"E	12.79'
L133	S04°13'25"E	79.67'
L134	S08°24'29"E	94.26'
L135	S82°37'10"E	58.36'
L136	S28°59'45"E	23.58'

LINE TABLE		
LINE	BEARING	DISTANCE
L137	S21°43'55"W	45.92'
L138	S27°47'13"E	56.39'
L139	S12°52'04"E	40.64'
L140	S13°22'16"E	67.03'
L141	S06°45'19"W	85.38'
L142	S65°39'59"W	74.28'
L143	S73°20'53"W	68.73'
L144	N74°41'14"W	56.89'
L145	S19°07'44"E	36.46'
L146	S14°42'32"E	69.98'
L147	S02°37'45"E	58.32'
L148	S12°00'16"W	64.21'
L149	N44°31'29"W	30.62'
L150	DUE NORTH	22.58'
L151	N20°00'00"W	139.82'
L152	N39°00'00"W	60.00'
L153	N61°00'00"W	108.00'
L154	S52°00'00"W	190.00'
L155	N84°00'00"W	80.00'
L156	S20°00'00"E	65.00'
L157	S08°00'00"W	58.00'
L158	S65°00'00"W	10.72'
L159	S45°54'24"W	107.10'
L162	S11°00'00"E	75.00'
L163	S88°04'14"W	102.62'
L164	N62°50'09"W	66.24'
L165	N73°10'38"W	42.41'
L166	S42°50'13"E	50.25'
L167	S30°51'17"E	25.52'
L168	S68°00'00"W	29.45'
L169	N37°00'00"W	104.46'
L170	N52°59'31"E	25.29'
L171	N36°50'00"W	26.79'
L172	S49°00'00"W	25.43'
L173	N37°00'00"W	104.78'
L174	N15°30'00"W	45.00'
L175	N26°30'00"E	8.81'
L175A	S37°37'41"E	102.81'
L176	N52°22'19"E	5.00'
L177	N37°37'41"W	105.23'
L178	N26°30'00"E	22.63'
L179	N18°30'00"W	70.00'
L180	N20°00'00"W	49.00'
L181	N05°30'00"E	5.00'
L182	N28°00'00"E	95.00'
L183	N03°00'00"E	14.36'
L184	S87°00'00"E	10.00'
L185	N01°59'08"E	29.34'
L186	N56°35'04"W	14.94'
L187	S83°00'00"W	15.44'
L188	N56°00'00"W	20.00'
L189	N76°00'00"W	41.00'
L190	N85°30'00"W	56.00'
L191	N82°30'00"W	47.00'
L192	S45°00'00"W	60.32'
L193	S86°20'28"W	29.02'
L199	N15°49'31"W	192.83'
L200	N14°00'00"W	110.68'
L201	N40°00'00"W	7.08'

SEE SHEET 1 OF 5 FOR NOTES AND LEGEND

SCALE: 1"=200'

DATE: SEPTEMBER 7, 2006

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
 14775 ST. AUGUSTINE ROAD  
 JACKSONVILLE, FL 32258 (904) 642-8550

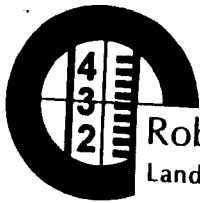
ORDER NO.: 06-221.00-36

FILE NO.: 119B-3

DRAWN BY: BR

CAD FILE: t:\Survey\RMAppra\Ball Tract\Las Calinas\PUO Conservation Sites\cons ease 3a.dwg

*EXHIBIT "A" 55 OF 73*



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

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

Revised January 18, 2007  
October 13, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3P  
File No. 119B-3(3P)

### **Conservation Easement 3P**

A portion of Sections 28 and 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows.

For a Point of Reference, commence at the Southwest corner of said Section 28, thence North 01°32'50" West, along the Westerly line of said Section 28, a distance of 2012.49 feet to the Point of Beginning.

From said Point of Beginning, thence South 30°45'00" West, departing said Westerly line of said Section 28, a distance of 3.41 feet; thence South 70°10'22" West, 7.60 feet to a point lying on the Easterly line of the lands described and recorded in Official Records Book 2455, page 1052 of said Public Records; thence along said Easterly line the following 4 courses: Course 1, North 35°34'08" West, 166.53 feet; Course 2, North 15°45'48" East, 281.57 feet; Course 3, North 77°57'28" East, 313.63 feet; Course 4, North 30°45'00" East, 182.24 feet; thence South 56°11'23" East, departing said Easterly line, 10.01 feet; thence South 30°45'00" West, 176.39 feet; thence South 34°36'13" East, 1.19 feet; thence South 48°23'18" West, 19.82 feet; thence South 66°00'00" West, 95.00 feet; thence South 84°00'00" West, 200.00 feet; thence South 08°38'11" West, 109.99 feet; thence South 30°00'00" West, 70.57 feet; thence South 40°00'00" East, 48.70 feet; thence South 80°00'00" East, 115.00 feet; thence South 29°17'27" East, 16.35 feet; thence South 30°45'00" West, 29.69 feet; thence North 59°15'00" West, 20.00 feet; thence South 30°45'00" West, 65.50 feet; thence South 59°15'00" East, 20.00 feet; thence South 30°45'00" West, 80.24 feet to the Point of Beginning.

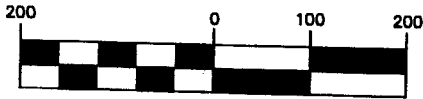
Containing 0.81 acres, more or less.

EXHIBIT "A" 56 OF 73

# SKETCH TO ACCOMPANY DESCRIPTION

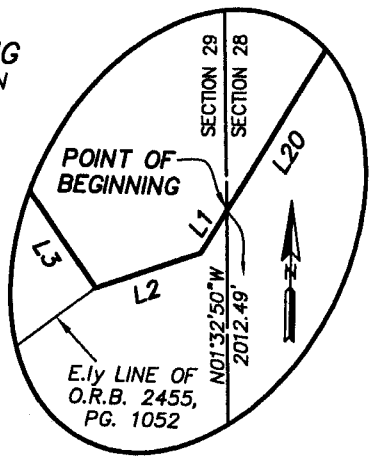
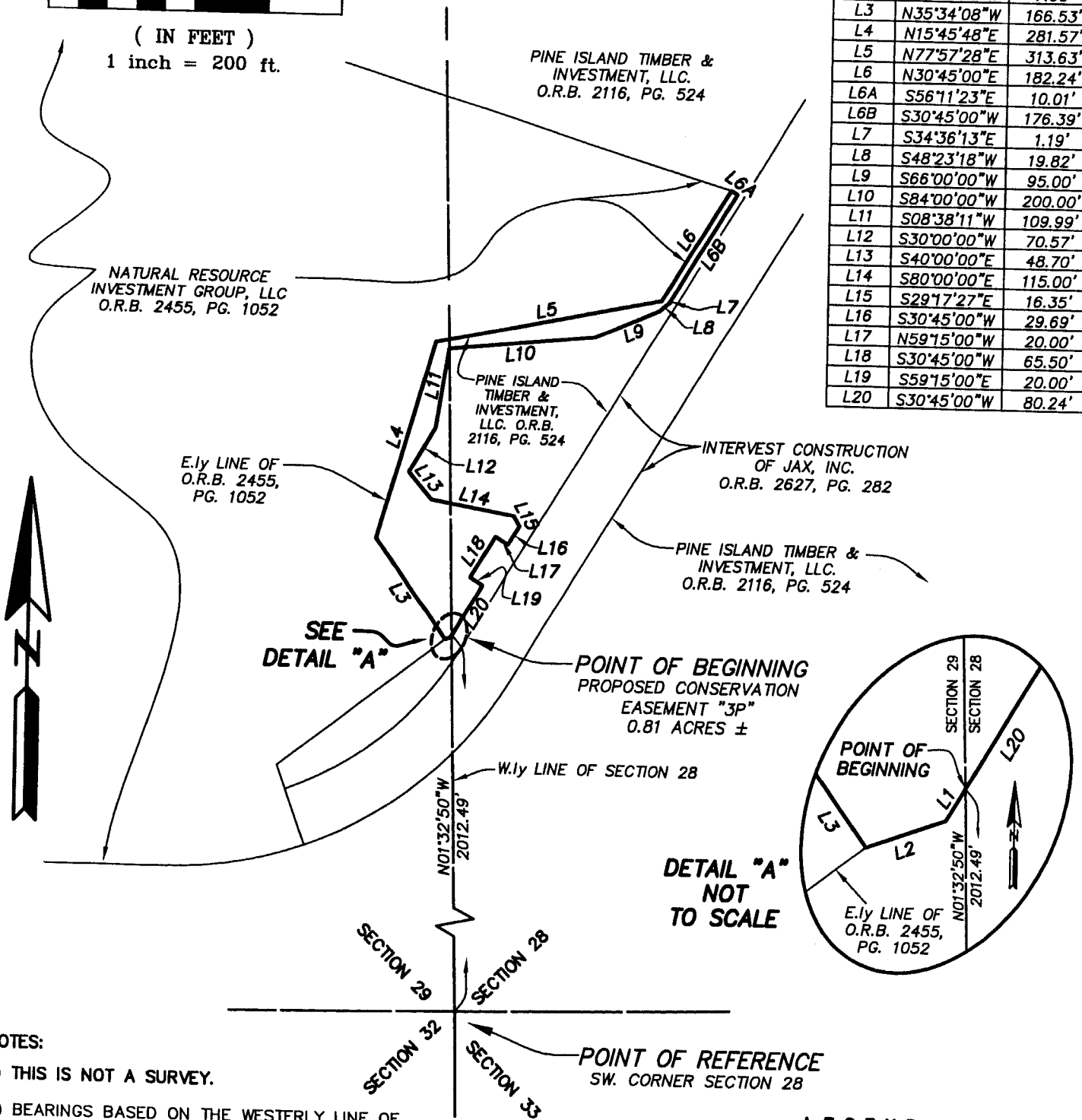
A PORTION SECTIONS 28 AND 29, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

## GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S30°45'00"W	3.41'
L2	S70°10'22"W	7.60'
L3	N35°34'08"W	166.53'
L4	N15°45'48"E	281.57'
L5	N77°57'28"E	313.63'
L6	N30°45'00"E	182.24'
L6A	S56°11'23"E	10.01'
L6B	S30°45'00"W	176.39'
L7	S34°36'13"E	1.19'
L8	S48°23'18"W	19.82'
L9	S66°00'00"W	95.00'
L10	S84°00'00"W	200.00'
L11	S08°38'11"W	109.99'
L12	S30°00'00"W	70.57'
L13	S40°00'00"E	48.70'
L14	S80°00'00"E	115.00'
L15	S29°17'27"E	16.35'
L16	S30°45'00"W	29.69'
L17	N59°15'00"W	20.00'
L18	S30°45'00"W	65.50'
L19	S59°15'00"E	20.00'
L20	S30°45'00"W	80.24'



### NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE WESTERLY LINE OF SECTION 28 AS BEING NORTH 01°32'50" WEST.

REVISED JANUARY 18, 2007 TO AMEND BOUNDARY

### LEGEND

L1 TABULATED LINE DATA  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

SCALE: 1"=200'

DATE: OCTOBER 13, 2006

*[Signature]*  
JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

EXHIBIT 'A' 570 F 73



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

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

October 13, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3Q  
File No. 119B-3(3Q)

### Conservation Easement 3Q

A portion of Sections 28 and 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows.

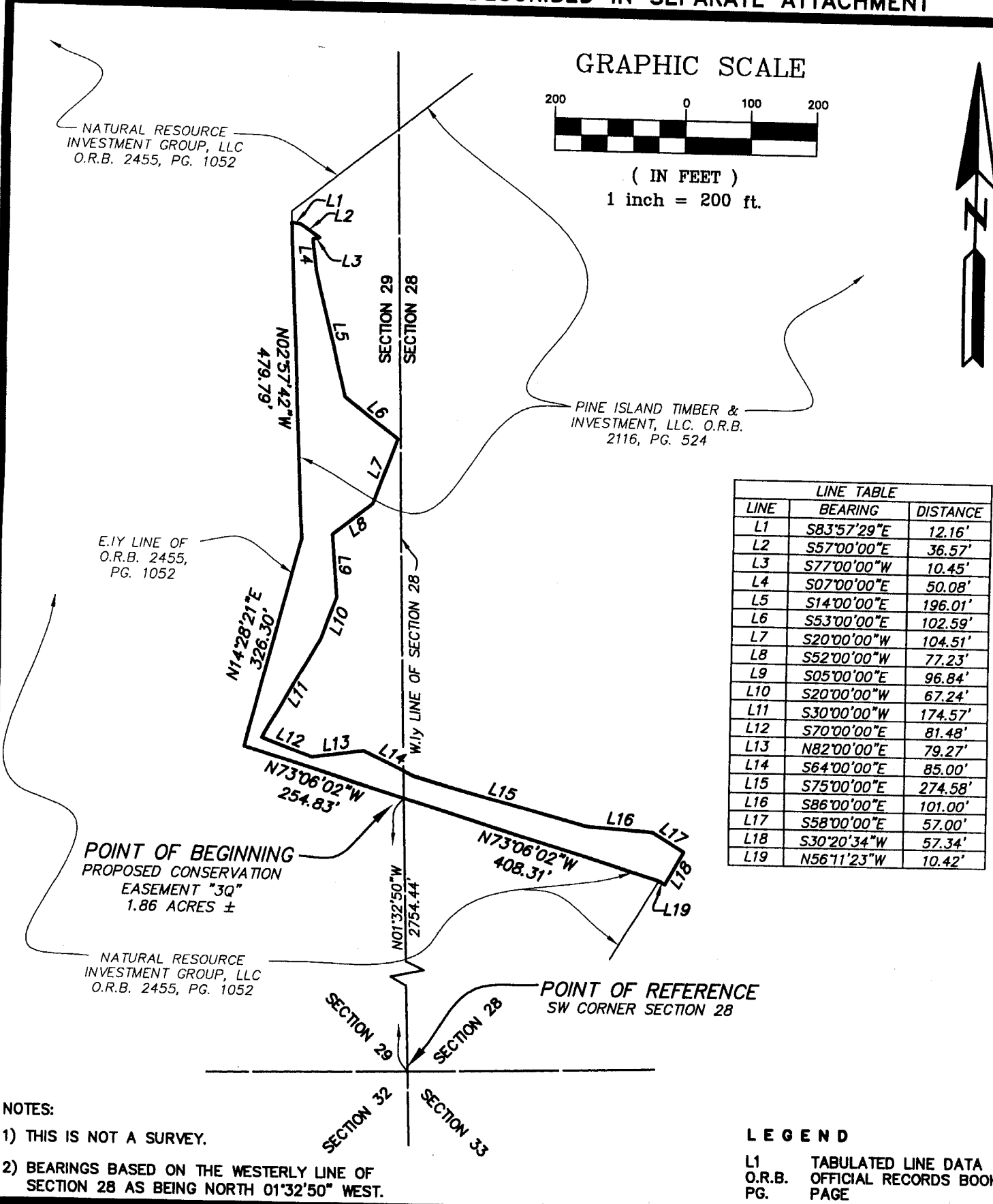
For a Point of Reference, commence at the Southwest corner of said Section 28, thence North 01°32'50" West, along the Westerly line of said Section 28, a distance of 2754.44 feet a point lying on the Easterly line of those lands described and recorded in Official Records Book 2455, page 1052 of said Public Records and the Point of Beginning.

From said Point of Beginning, thence along said Easterly line of Official Records Book 2455, page 1052, the following 3 courses: Course 1, North 73°06'02" West, departing said Westerly line of Section 28, a distance of 254.83 feet; Course 2, North 14°28'21" East, 326.30 feet; Course 3, North 02°57'02" West, 479.79 feet; thence South 83°57'29" East, departing said Easterly line, 12.16 feet; thence South 57°00'00" East, 36.57 feet; thence South 77°00'00" West, 10.45 feet; thence South 07°00'00" East, 50.08 feet; thence South 14°00'00" East, 196.01 feet; thence South 53°00'00" East, 102.59 feet; thence South 20°00'00" West, 104.51 feet; thence South 52°00'00" West, 77.23 feet; thence South 05°00'00" East, 96.84 feet; thence South 20°00'00" West, 67.24 feet; thence South 30°00'00" West, 174.57 feet; thence South 70°00'00" East, 81.48 feet; thence North 82°00'00" East, 79.27 feet; thence South 64°00'00" East, 85.00 feet; thence South 75°00'00" East, 274.58 feet; thence South 86°00'00" East, 101.00 feet; thence South 58°00'00" East, 57.00 feet; thence South 30°20'34" West, 57.34 feet; thence North 56°11'23" West, 10.42 feet to a point lying on said Easterly line of Official Records Book 2455, page 1052; thence North 73°06'02" West, along said Easterly line, 408.31 feet to the Point of Beginning.

Containing 1.86 acres, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTIONS 28 AND 29, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

SCALE: 1"=200' DATE: OCTOBER 13, 2006

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

*EXHIBIT 'A' 59 of 73*

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

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

Revised: January 11, 2007  
 October 13, 2006  
 Las Calinas Phase 2

Work Order No. 06-221.00-3R  
 File No. 119B-3(3R)

### **Conservation Easement 3R**

A portion of Sections 28 and 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows.

For a Point of Reference, commence at the Southwest corner of said Section 28, thence North 01°32'50" West, along the Westerly line of said Section 28, a distance of 3651.69 feet to the Point of Beginning.

From said Point of Beginning, thence South 81°36'53" West, departing said Westerly line of Section 28, a distance of 24.25 feet; thence South 69°04'01" West, 77.01 feet; thence North 43°58'52" West, 25.22 feet; thence South 64°34'41" West, 19.02 feet; thence North 45°52'03" West, 11.33 feet; thence South 83°00'00" West, 12.86 feet; thence South 03°00'00" East, 14.29 feet; thence North 83°57'29" West, 12.16 feet to a point lying on the Easterly line of those lands described and recorded in Official Records Book 2455, page 1052 of said Public Records; thence along said Easterly line the following 3 courses: Course 1, North 02°57'42" West, 17.33 feet; Course 2, North 51°12'03" East, 401.01 feet; Course 3, North 70°44'06" East, 551.17 feet to a point lying on the Westerly line of those lands described and recorded in Official Records Book 2627, page 282 of said Public Records; thence South 08°32'25" East, departing said Easterly line and along said Westerly line, 276.79 feet; thence Due West, departing said Westerly line, 28.49 feet; thence South 25°04'56" West, 23.67 feet; thence South 66°00'00" West, 156.28 feet; thence South 64°04'30" West, 51.45 feet; thence North 77°00'00" West, 37.48 feet; thence North 20°33'22" West, 9.68 feet; thence North 16°11'21" East, 10.83 feet; thence Due North, 76.52 feet; thence North 72°00'00" West, 131.10 feet; thence South 44°12'37" West, 70.88 feet; thence South 45°57'37" West, 156.08 feet; thence South 77°09'01" West, 45.59 feet; thence South 81°36'53" West, 116.22 feet to the Point of Beginning.

Containing 3.67 acres, more or less.

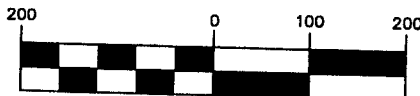
# SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTIONS 28 AND 29, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

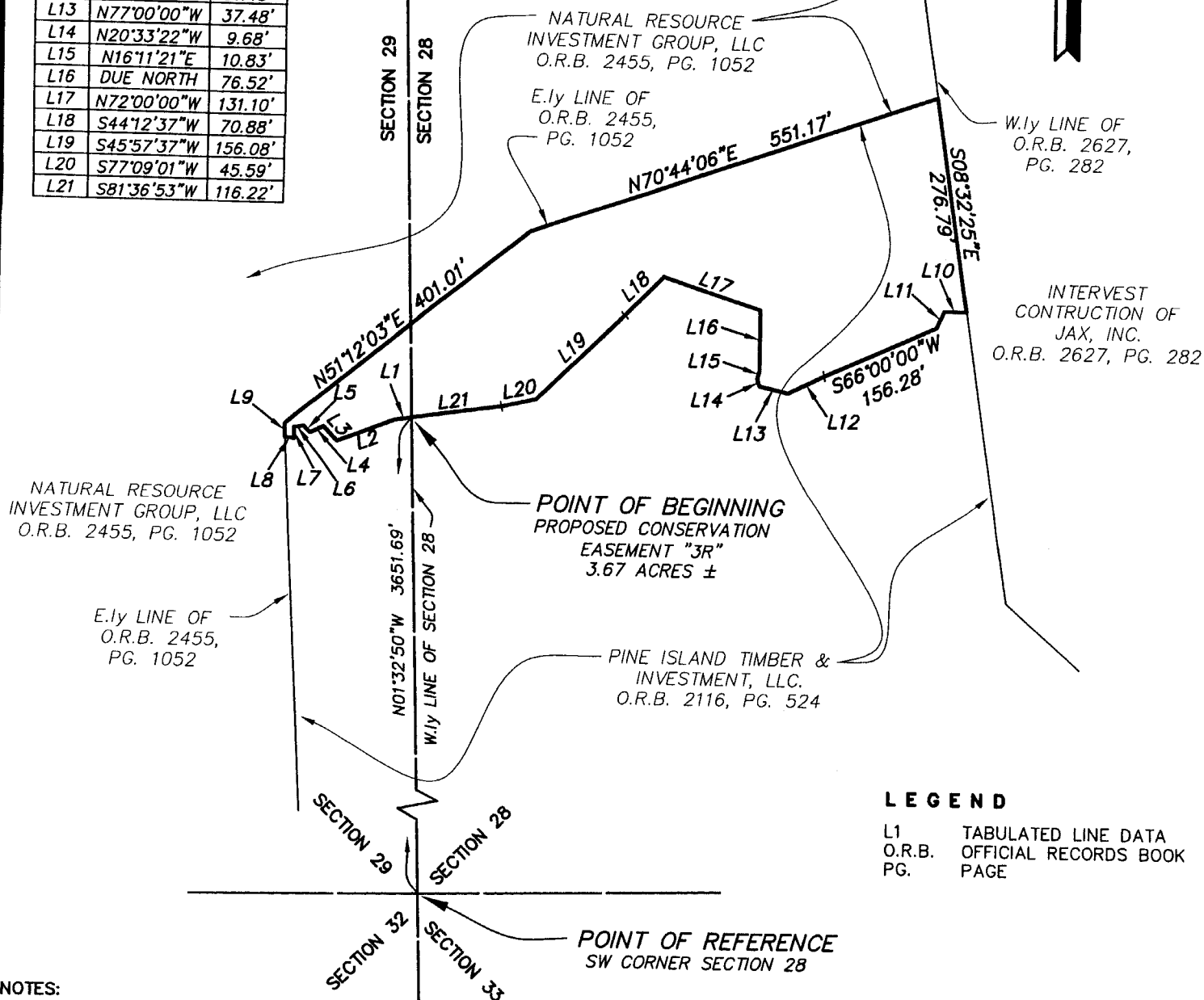
LINE TABLE		
LINE	BEARING	LENGTH
L1	S81°36'53"W	24.25'
L2	S69°04'01"W	77.01'
L3	N43°58'52"W	25.22'
L4	S64°34'41"W	19.02'
L5	N45°52'03"W	11.33'
L6	S83°00'00"W	12.86'
L7	S03°00'00"E	14.29'
L8	N83°57'29"W	12.16'
L9	N02°57'42"W	17.33'
L10	DUE WEST	28.49'
L11	S25°04'56"W	23.67'
L12	S64°04'30"W	51.45'
L13	N77°00'00"W	37.48'
L14	N20°33'22"W	9.68'
L15	N16°11'21"E	10.83'
L16	DUE NORTH	76.52'
L17	N72°00'00"W	131.10'
L18	S44°12'37"W	70.88'
L19	S45°57'37"W	156.08'
L20	S77°09'01"W	45.59'
L21	S81°36'53"W	116.22'

## GRAPHIC SCALE



( IN FEET )

1 inch = 200 ft.



### NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE WESTERLY LINE OF SECTION 28 AS BEING NORTH 01°32'50" WEST.

REVISED: JANUARY 22, 2007 TO INCREASE ACREAGE



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

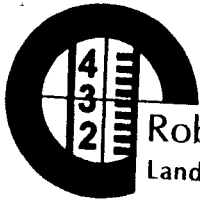
SCALE: 1"=200'

DATE: OCTOBER 13, 2006

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517





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

*EXHIBIT "A" 61 of 73*

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

Revised: January 11, 2007  
October 13, 2006  
Las Calinas Phase 2

Work Order No. 06-221.00-3R  
File No. 119B-3(3R)

### **Conservation Easement 3R**

A portion of Sections 28 and 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows.

For a Point of Reference, commence at the Southwest corner of said Section 28, thence North 01°32'50" West, along the Westerly line of said Section 28, a distance of 3651.69 feet to the Point of Beginning.

From said Point of Beginning, thence South 81°36'53" West, departing said Westerly line of Section 28, a distance of 24.25 feet; thence South 69°04'01" West, 77.01 feet; thence North 43°58'52" West, 25.22 feet; thence South 64°34'41" West, 19.02 feet; thence North 45°52'03" West, 11.33 feet; thence South 83°00'00" West, 12.86 feet; thence South 03°00'00" East, 14.29 feet; thence North 83°57'29" West, 12.16 feet to a point lying on the Easterly line of those lands described and recorded in Official Records Book 2455, page 1052 of said Public Records; thence along said Easterly line the following 3 courses: Course 1, North 02°57'42" West, 17.33 feet; Course 2, North 51°12'03" East, 401.01 feet; Course 3, North 70°44'06" East, 551.17 feet to a point lying on the Westerly line of those lands described and recorded in Official Records Book 2627, page 282 of said Public Records; thence South 08°32'25" East, departing said Easterly line and along said Westerly line, 276.79 feet; thence Due West, departing said Westerly line, 28.49 feet; thence South 25°04'56" West, 23.67 feet; thence South 66°00'00" West, 156.28 feet; thence South 64°04'30" West, 51.45 feet; thence North 77°00'00" West, 37.48 feet; thence North 20°33'22" West, 9.68 feet; thence North 16°11'21" East, 10.83 feet; thence Due North, 76.52 feet; thence North 72°00'00" West, 131.10 feet; thence South 44°12'37" West, 70.88 feet; thence South 45°57'37" West, 156.08 feet; thence South 77°09'01" West, 45.59 feet; thence South 81°36'53" West, 116.22 feet to the Point of Beginning.

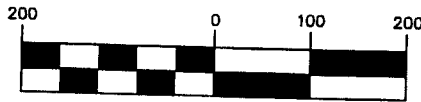
Containing 3.67 acres, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTIONS 28 AND 29, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

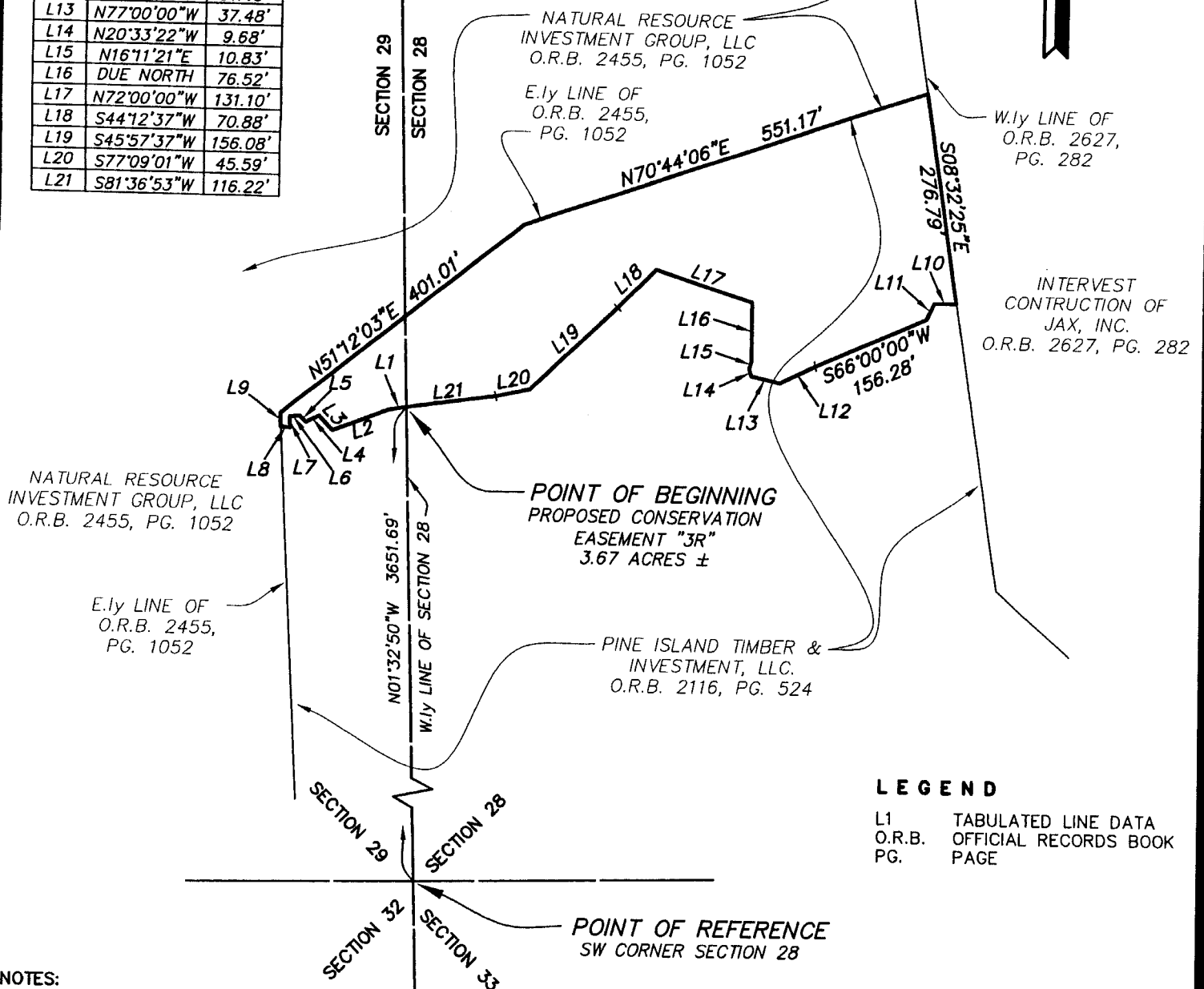
LINE TABLE		
LINE	BEARING	LENGTH
L1	S81°36'53"W	24.25'
L2	S69°04'01"W	77.01'
L3	N43°58'52"W	25.22'
L4	S64°34'41"W	19.02'
L5	N45°52'03"W	11.33'
L6	S83°00'00"W	12.86'
L7	S03°00'00"E	14.29'
L8	N83°57'29"W	12.16'
L9	N02°57'42"W	17.33'
L10	DUE WEST	28.49'
L11	S25°04'56"W	23.67'
L12	S64°04'30"W	51.45'
L13	N77°00'00"W	37.48'
L14	N20°33'22"W	9.68'
L15	N16°11'21"E	10.83'
L16	DUE NORTH	76.52'
L17	N72°00'00"W	131.10'
L18	S44°12'37"W	70.88'
L19	S45°57'37"W	156.08'
L20	S77°09'01"W	45.59'
L21	S81°36'53"W	116.22'

## GRAPHIC SCALE



( IN FEET )

1 inch = 200 ft.



### NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE WESTERLY LINE OF SECTION 28 AS BEING NORTH 01°32'50" WEST.

REVISED: JANUARY 22, 2007 TO INCREASE ACREAGE



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

SCALE: 1"=200'

DATE: OCTOBER 13, 2006

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

*EXHIBIT "A" 630 of 73*

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

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

September 8, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3S  
File No. 119B-3(3S)

### Conservation Easement 3S

A portion of Section 28, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows.

For a Point of Reference, commence at the Southwest corner of said Section 28, thence North 01°32'50" West, along the Westerly line of said Section 28, a distance of 3750.53 feet; thence North 88°27'10" East, departing said Westerly line, 717.75 feet to a point lying on the Westerly line of those lands described and recorded in Official Records Book 2627, page 282 of said Public Records and the Point of Beginning.

From said Point of Beginning, thence along said Westerly line of Official Records Book 2627, Page 282, the following two (2) courses: course 1) South 08°32'25" East, 343.88 feet; course 2) South 48°35'01" East, 106.02 feet; thence South 30°45'00" West, departing said Westerly line, 14.01 feet; thence North 59°15'00" West, 22.00 feet; thence South 30°45'00" West, 54.00 feet; thence South 59°15'00" East, 22.00 feet; thence South 30°45'00" West, 72.65 feet; thence North 50°00'00" West, 30.40 feet; thence North 24°00'00" West, 162.29 feet; thence North 13°00'00" West, 82.50 feet; thence North 28°00'00" East, 58.00 feet; thence North 05°00'00" East, 100.00 feet; thence North 01°00'00" West, 118.17 feet; thence North 47°43'41" East, 20.70 feet to the Point of Beginning.

Containing 0.75 acres, more or less.

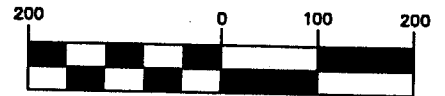
EXHIBIT "A" 64 OF 73

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION SECTION 28, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY,

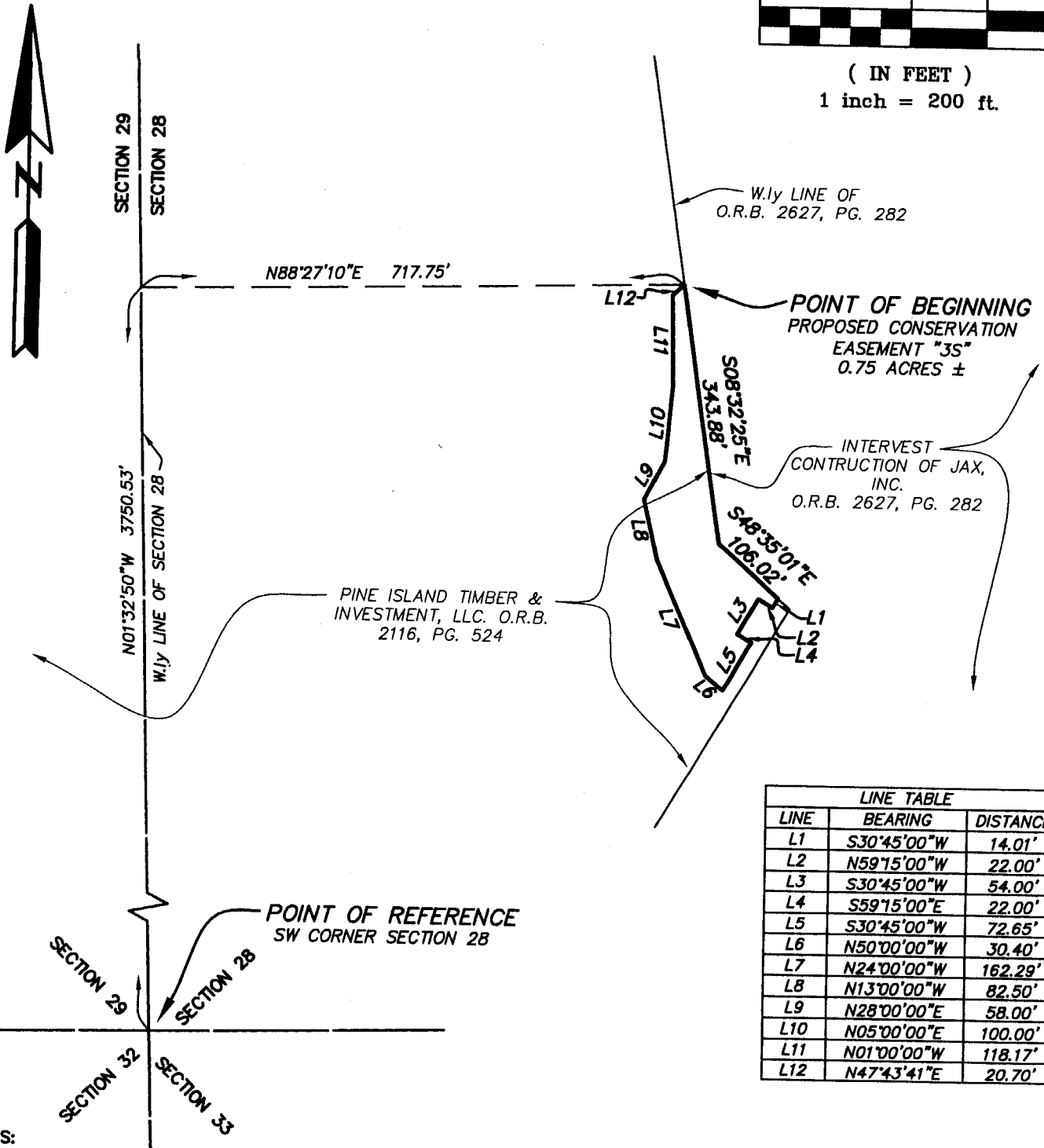
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

## GRAPHIC SCALE



( IN FEET )

1 inch = 200 ft.



### NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE WESTERLY LINE OF SECTION 28 AS BEING NORTH 01°32'50" WEST.

### LEGEND

L1 TABULATED LINE DATA  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

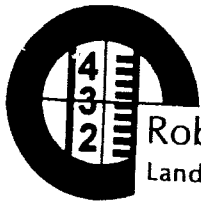
SCALE: 1"=200'

DATE: SEPTEMBER 8, 2006

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**JOSEPH LESLIE REYNOLDS, III**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE of FLORIDA LS No. 5517

EXHIBIT "A" 65 OF 73



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

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

October 13, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3T  
File No. 119B-3(3T)

### Conservation Easement 3T

A portion of Section 32, Township 5 South, Range 29 East, St. Johns County, Florida also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows:

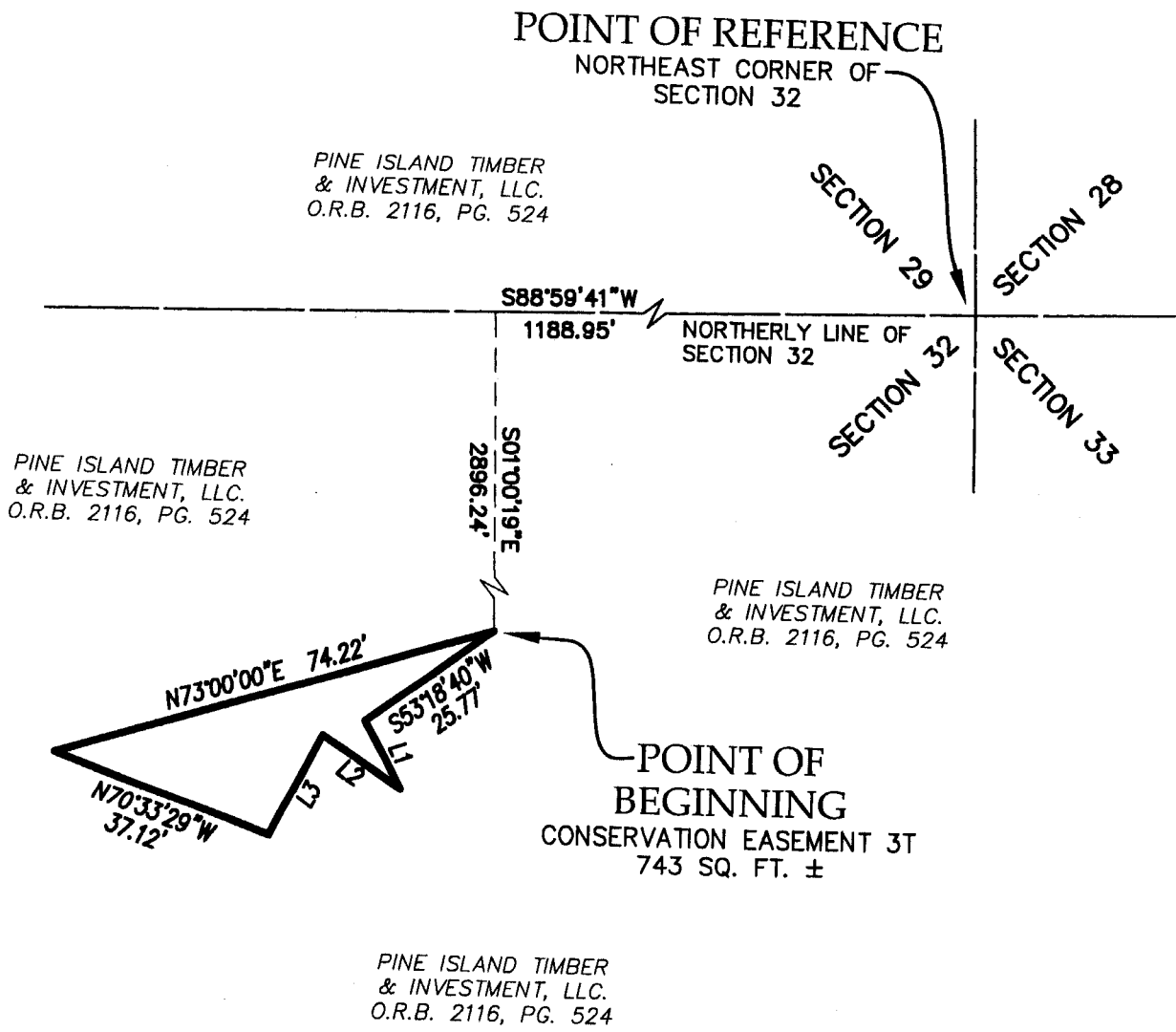
For a Point of Reference, commence at the Northeast corner of said Section 32, thence South  $88^{\circ}59'41''$  West, along the Northerly line of said Section 32, a distance of 1188.95 feet; thence South  $01^{\circ}00'19''$  East, departing said Northerly line, 2896.24 feet to the Point of Beginning.

From said Point of Beginning, thence South  $53^{\circ}18'40''$  West, 25.77 feet, thence South  $28^{\circ}37'23''$  East, 12.29 feet; thence North  $56^{\circ}51'20''$  West, 15.13 feet; thence South  $27^{\circ}50'36''$  West, 18.26 feet; thence North  $70^{\circ}33'29''$  West, 37.12 feet; thence North  $73^{\circ}00'00''$  East, 74.22 feet to the Point of Beginning.

Containing 743 square feet, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION

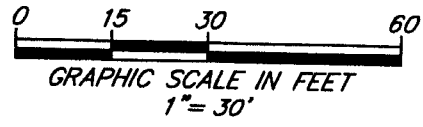
A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S28°37'23"E	12.29'
L2	N56°51'20"W	15.13'
L3	S27°50'36"W	18.26'

**LEGEND**  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE  
L1 TABULATED LINE DATA

**NOTES**  
1) THIS IS NOT A SURVEY.  
2) BEARINGS ARE BASED ON THE NORTHERLY LINE OF SECTION 32 AS BEING S88°59'41"W



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 13, 2006 SCALE: 1"=30'

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

*EXHIBIT "A" 670F 73*



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

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

October 13, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3U  
File No. 119B-3

### **Conservation Easement 3U**

A portion of Section 32, Township 5 South, Range 29 East, St. Johns County, Florida also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, and being more particularly described as follows:

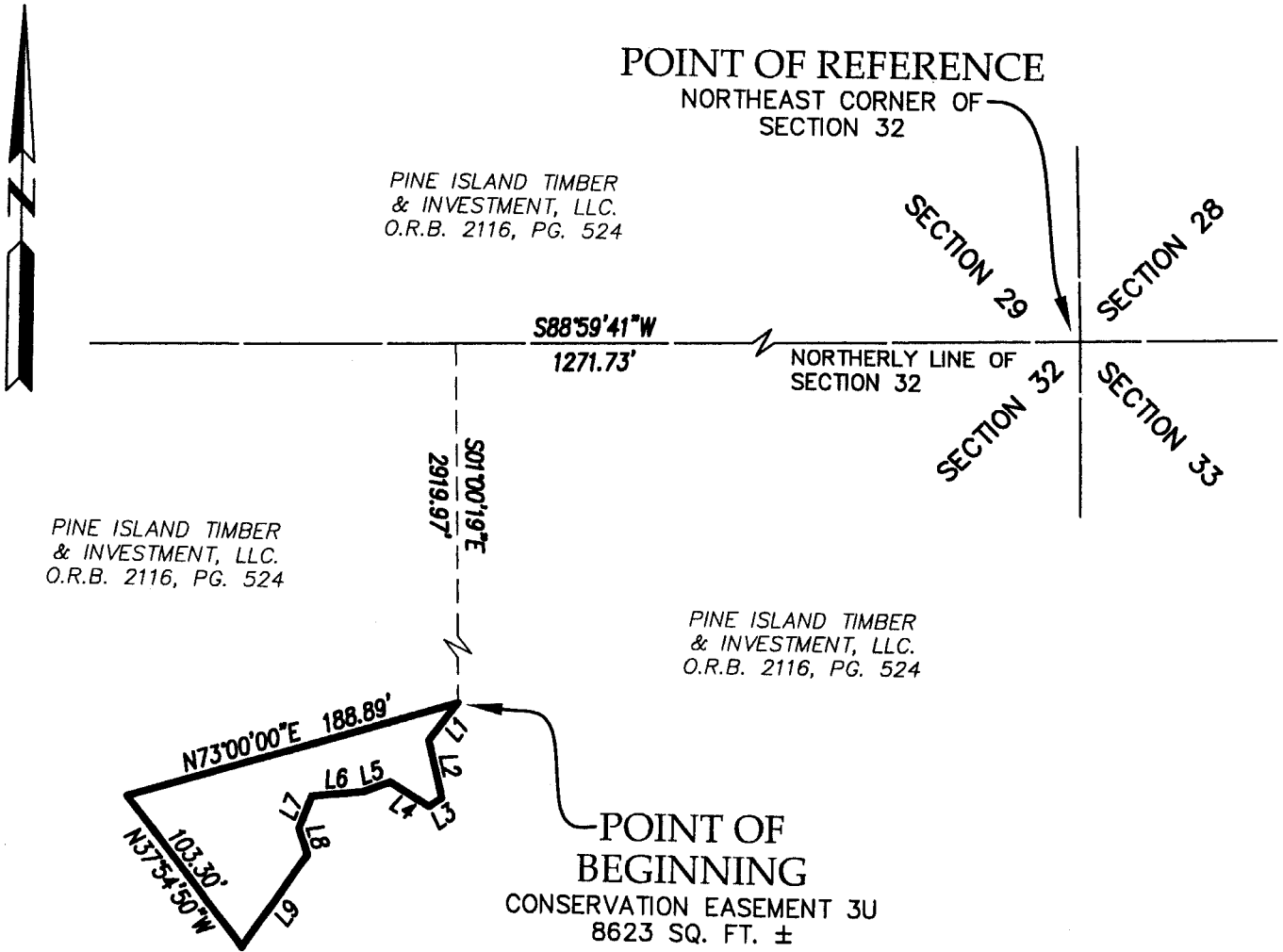
For a Point of Reference, commence at the Northeast corner of said Section 32; thence South 88°59'41" West, along the Northerly line of said Section 32, a distance of 1271.73 feet; thence South 01°00'19" East, departing said Northerly line, 2919.97 feet to the Point of Beginning.

From said Point of Beginning, thence South 36°59'51" West, 26.58 feet; thence South 13°10'19" East, 32.91 feet; thence South 55°18'14" West, 8.56 feet; thence North 58°24'57" West, 25.18 feet; thence South 68°57'14" West, 15.62 feet; thence South 84°06'46" West, 28.32 feet; thence South 20°50'28" West, 19.43 feet; thence South 18°54'12" East, 15.18 feet; thence South 34°55'35" West, 61.88 feet; thence North 37°54'50" West, 103.30 feet; thence North 73°00'00" East, 188.89 feet to the Point of Beginning.

Containing 8623 square feet, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION

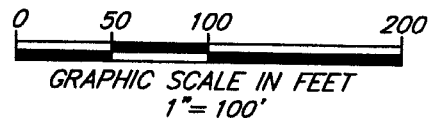
A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S36°59'51"W	26.58'
L2	S13°10'19"E	32.91'
L3	S55°18'14"W	8.56'
L4	N58°24'57"W	25.18'
L5	S68°57'14"W	15.62'
L6	S84°06'46"W	28.32'
L7	S20°50'28"W	19.43'
L8	S18°54'12"E	15.18'
L9	S34°55'35"W	61.88'

LEGEND  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE  
L1 TABULATED LINE DATA

NOTES  
1) THIS IS NOT A SURVEY.  
2) BEARINGS ARE BASED ON THE NORTHERLY LINE OF SECTION 32 AS BEING S88°59'41"W



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 13, 2006 SCALE: 1"=100'

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517





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

EXHIBIT "A" 11.69 OF 73

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

October 13, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3V  
File No. 119B-3(3V)

### Conservation Easement 3V

A portion of Section 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows.

For a Point of Reference, commence at the Southeast corner of said Section 29, thence North  $01^{\circ}32'50''$  West, along the Easterly line of said Section 29, a distance of 2007.22 feet; thence South  $88^{\circ}27'10''$  West, departing said Easterly line, 9.04 feet to the Point of Beginning.

From said Point of Beginning, thence South  $25^{\circ}13'25''$  West, 34.62 feet to point on a curve concave Northwesterly, having a radius of 440.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of  $04^{\circ}15'39''$ , an arc length of 32.72 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $37^{\circ}35'46''$  West, 32.71 feet; thence North  $44^{\circ}00'00''$  West, 20.23 feet; thence South  $46^{\circ}00'00''$  West, 65.00 feet; thence South  $44^{\circ}00'00''$  East, 19.08 feet; thence South  $66^{\circ}32'05''$  West, 26.17 feet; thence South  $18^{\circ}23'16''$  East, 11.64 feet to a point on a curve concave Northwesterly, having a radius of 440.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of  $13^{\circ}08'39''$ , an arc length of 100.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $58^{\circ}37'59''$  West, 100.72 feet; thence North  $89^{\circ}32'13''$  West, 38.07 feet to a point lying on the Easterly line of those lands described and recorded in Official Records Book 2455, page 1052 of said public records; thence North  $52^{\circ}18'18''$  East, along said Easterly line, 286.46 feet to the Point of Beginning.

Containing 5604 square feet, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION

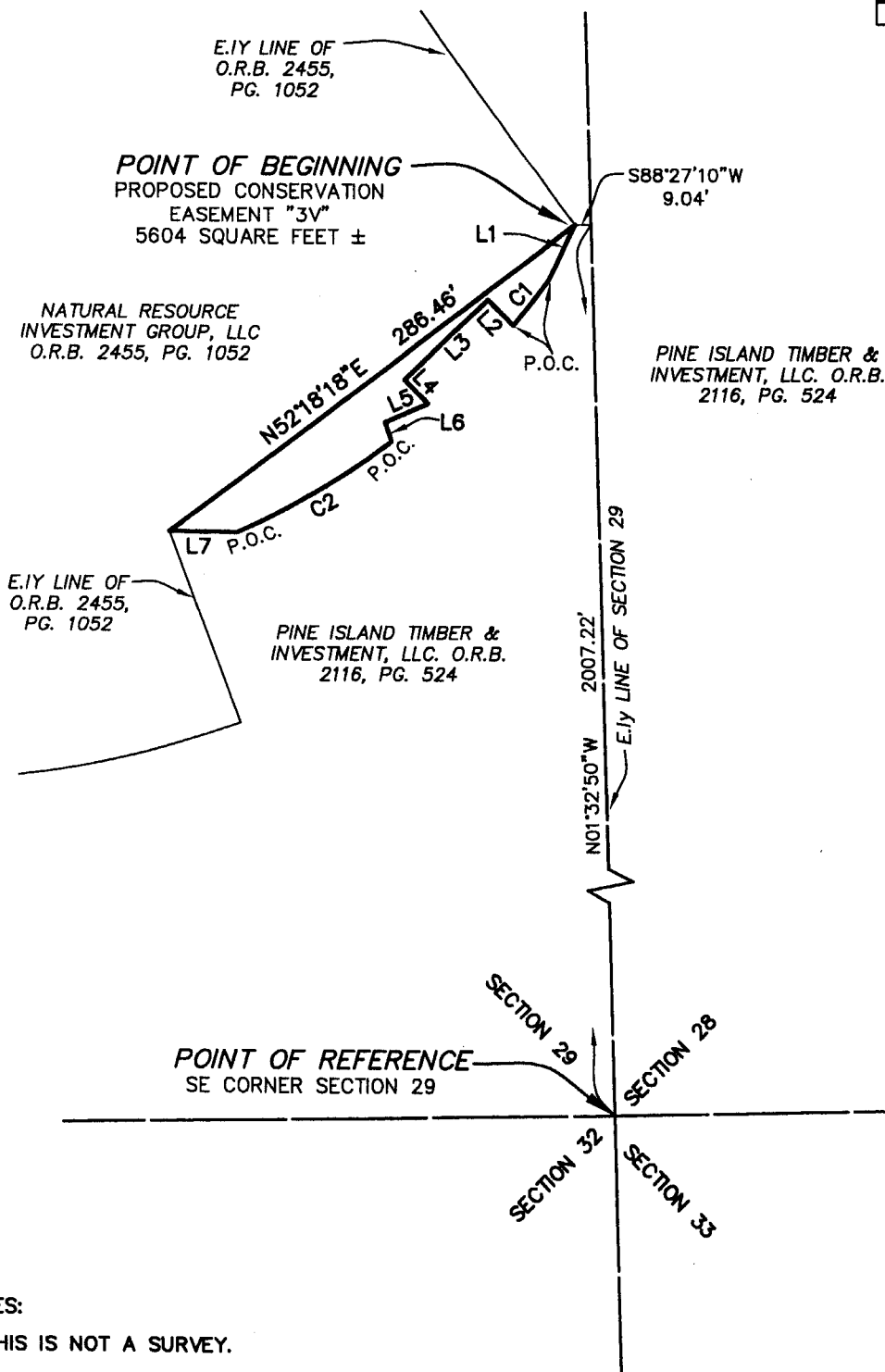
A PORTION SECTION 29, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	04°15'39"	440.00'	32.72'	S37°35'46"W	32.71'
C2	13°08'39"	440.00'	100.94'	S58°37'59"W	100.72'

## GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S25°13'25"W	34.62'
L2	N44°00'00"W	20.23'
L3	S46°00'00"W	65.00'
L4	S44°00'00"E	19.08'
L5	S66°32'05"W	26.17'
L6	S18°23'16"E	11.64'
L7	N89°32'13"W	38.07'

## LEGEND

- L1 TABULATED LINE DATA
- C1 TABULATED CURVE DATA
- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- POC POINT ON A CURVE

## NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE EASTERLY LINE OF SECTION 29 AS BEING NORTH 01°32'50" WEST.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

SCALE: 1"=100'

DATE: OCTOBER 13, 2006

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

*EXHIBIT "A" P. 71 OF 73*



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

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

Revised April 30, 2007  
October 23, 2006  
Las Calinas  
Phase 2

Work Order No. 06-221.00-3W  
File No. 119B-3(3W)

### **Conservation Easement 3W**

A portion of Section 32, Township 5 South, Range 29 East, St. Johns County, Florida also being a portion of those lands described and recorded in Official Records Book 2116, page 524 of the Public Records of said county, being more particularly described as follows.

For a Point of Reference, commence at the Northeast corner of said Section 32, said point also being the Northwest corner of Kensington Unit Two as recorded in Map Book 53, pages 89 through 107 of said Public Records; thence South  $00^{\circ}37'40''$  East, along the Easterly line of said Section 32, and along the Westerly line of said Kensington Unit Two, a distance of 2805.98 feet; thence South  $89^{\circ}22'20''$  West, departing said line, 1027.33 feet to the Point of Beginning.

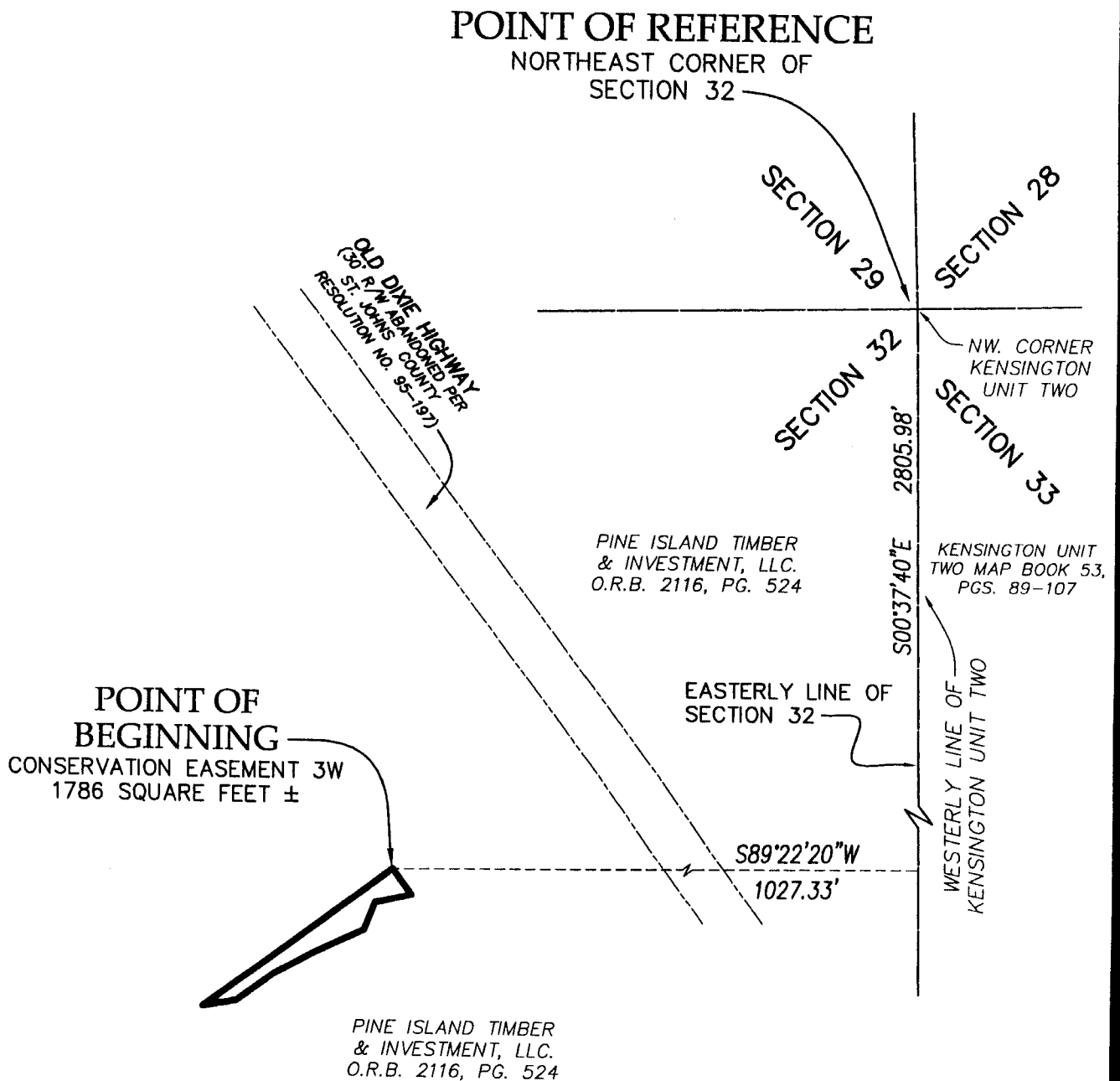
From said Point of Beginning, thence South  $36^{\circ}45'17''$  East, 19.87 feet; thence South  $77^{\circ}44'05''$  West, 22.93 feet; thence South  $21^{\circ}36'58''$  West, 18.54 feet; thence South  $64^{\circ}52'41''$  West, 31.81 feet; thence South  $61^{\circ}26'08''$  West, 29.90 feet; thence South  $53^{\circ}18'51''$  West, 18.64 feet; thence South  $52^{\circ}43'06''$  West, 10.35 feet; thence South  $79^{\circ}55'35''$  West, 21.13 feet; thence North  $53^{\circ}14'43''$  East, 145.28 feet to the Point of Beginning.

Containing 1786 square feet, more or less.

EXHIBIT "A" PG. 72 OF 73

## SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE  
LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK  
2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

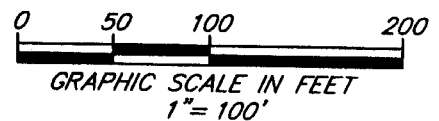


## LEGEND

O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE

## NOTES

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS ARE BASED ON THE NORTHERLY LINE OF SECTION 32 AS BEING S88°59'41"W.



REVISED APRIL 30, 2007 TO AMEND MAP AND DESCRIPTION.  
REVISED OCTOBER 23, 2006 TO AMEND MAP AND DESCRIPTION.

**SHEET 1 OF 2**



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 13, 2006

**SCALE:** 1"=100'

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE of FLORIDA LS No. 5517

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 524 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

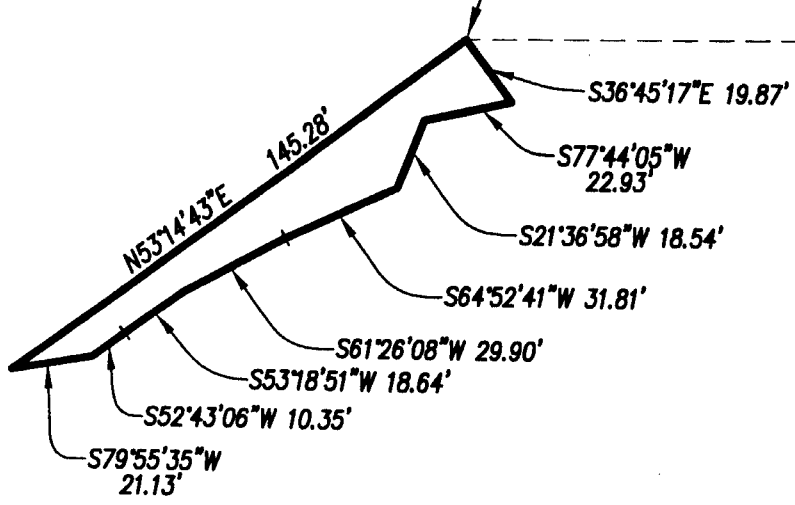


PINE ISLAND TIMBER  
& INVESTMENT, LLC.  
O.R.B. 2116, PG. 524

OLD DIXIE HIGHWAY (30' R/W ABANDONED PER ST. JOHNS  
COUNTY RESOLUTION NO. 95-197)

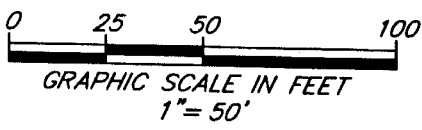
PINE ISLAND TIMBER  
& INVESTMENT, LLC.  
O.R.B. 2116, PG. 524

POINT OF  
BEGINNING  
CONSERVATION EASEMENT 3W  
1786 SQUARE FEET ±



PINE ISLAND TIMBER  
& INVESTMENT, LLC.  
O.R.B. 2116, PG. 524

LEGEND  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE



NOTES  
1) THIS IS NOT A SURVEY.  
2) BEARINGS ARE BASED ON THE NORTHERLY  
LINE OF SECTION 32 AS BEING S88°59'41"W.

SHEET 2 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: OCTOBER 13, 2006 SCALE: 1"=50'

3  
6

RETURN RECORDED ORIGINAL TO:  
Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177-2529

PREPARED BY:  
Environmental Services, Inc.  
7220 Financial Way, Suite 100  
Jacksonville, Florida 32256

**CONSERVATION EASEMENT**

**THIS CONSERVATION EASEMENT** is made this 8 day of August, 2007, by **Las Calinas Developers, LLC**, having an address at 1914 Art Museum Drive, Jacksonville, Florida 32207, ("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 4049 Reid Street, Palatka, Florida 32177-2529 ("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 ("Property"); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of Permit No. 4-109-71374-5, issued by Grantee, and Permit No. SAJ-2004-6380-MRE of the U.S. Army Corps of Engineers ("Corps"), solely to off-set adverse impacts to natural resources, fish and wildlife and wetland functions; and

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

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions and restriction 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 ("Conservation Easement"). Grantor fully warrants title to said Property and will warrant and defend the same against the lawful claims of all persons claiming by, through or under Grantor.

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

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

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

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

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

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

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

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

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

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

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Notwithstanding the prohibitions in Section 2, Grantor reserves the right to conduct the activities necessary to create, maintain, and monitor the wetland creation areas in accordance with the wetland mitigation plan approved as a condition of permit no. 4-109-71374-5 and Corps permit no. SAJ-2004-6380-MRE.

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

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

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

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

6. Grantee's Liability. Grantee's ownership or attempted enforcement of the rights granted hereby shall not subject Grantee to any liability for any damage or injury that may be suffered by any person on the Property or as a result of the condition of the Property, except for such damage or injury which shall arise in whole or in part from the negligent or intentional actions of Grantee or its agents.

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

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

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

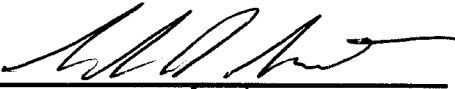
IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in the presence of:

**Las Calinas Developers, LLC,**  
a Florida limited liability company

By its manager:

**The Alterra Group, LLC,**  
a Florida limited liability company

  
(Print Name) MICHAEL D. MESIANO

By:   
Name: William T. Pyburn, Manager

  
(Print Name) CHARLES D. RALEY JR.

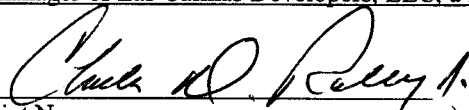
Date: 8/8/07

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

The foregoing instrument was acknowledged before me this 8 day of August, 200 7, by William T. Pyburn as manager of The Alterra Group, LLC., the manager of Las Calinas Developers, LLC, a Florida Limited Liability Company.



**CHARLES D. RALEY, JR.**  
MY COMMISSION # DD 280521  
EXPIRES: May 11, 2008  
Bonded Thru Budget Notary Services

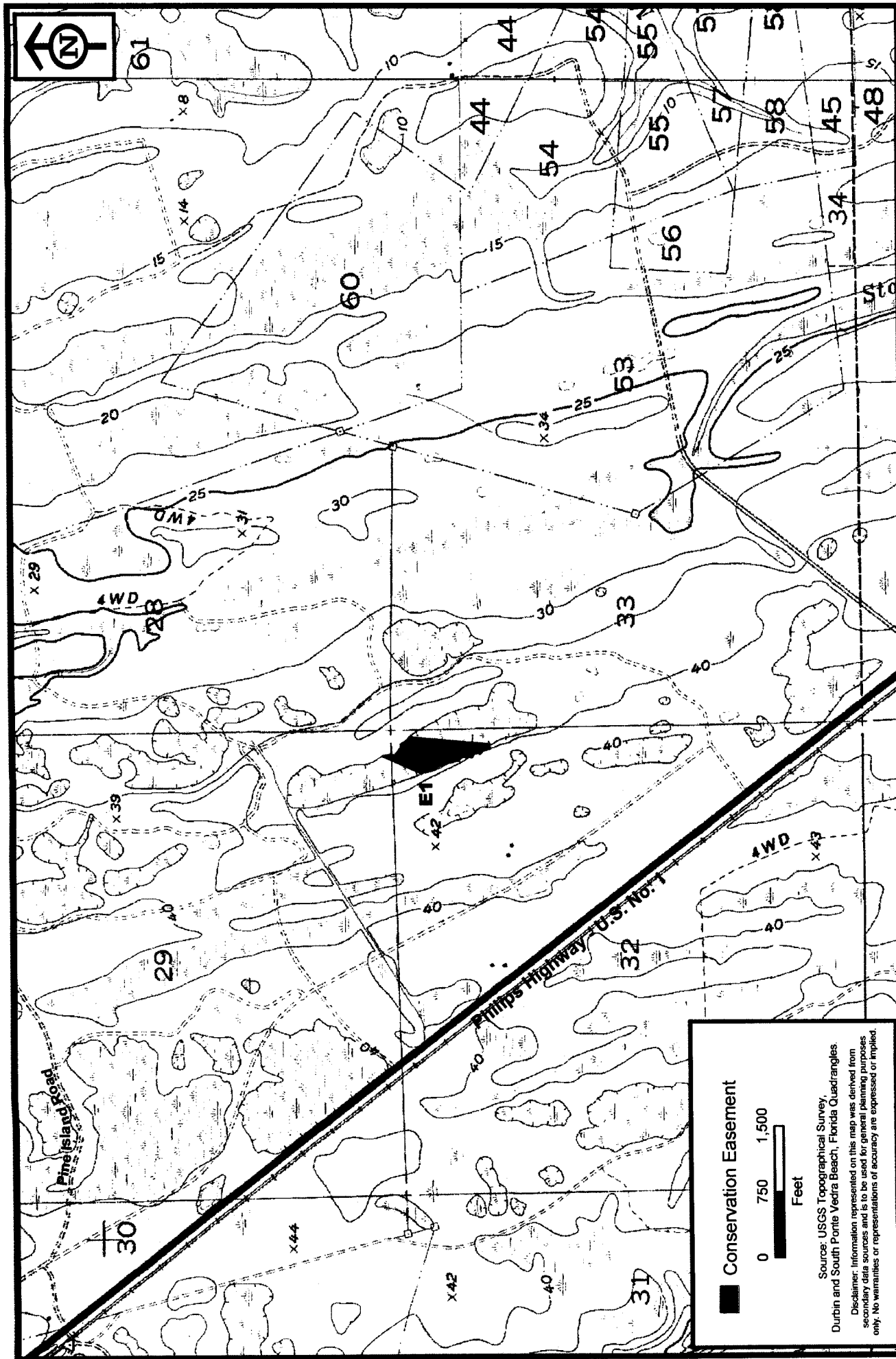
  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_

My Commission Expires:

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

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





■ Conservation Easement

0 750 1,500  
Feet

Source: USGS Topographical Survey,  
Durbin and South Ponte Vedra Beach, Florida Quadrangles.  
Disclaimer: Information represented on this map was derived from  
secondary data sources and is to be used for general planning purposes  
only. No warranties or representations of accuracy are expressed or implied.



**ENVIRONMENTAL  
SERVICES, INC.**  
7220 Financial Way, Suite 100  
Jacksonville, Florida 32256  
(904) 470-2200  
(904) 470-2112 Fax  
www.environmentalservicesinc.com

Conservation Easement Map

# Las Calinas Phase II/Las Calinas PUD

St. Johns County, Florida

Project:	EJ05496.00
Date:	December 2006
Drwn/Chkd:	BM/JRN
Figure:	1



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

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

April 19, 2006  
File No. 118E-39

Work Order No. 06-084.04  
Las Calinas

### CONSERVATION EASEMENT "E1"

A portion of Sections 29 and 32, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of said Section 32, said point also being the Northwesterly corner of Kensington Unit Two, as recorded in Map Book 53, pages 89 through 107 of the Public Records of said county; thence South 88°59'41" West, along the Northerly line of said Section 32, a distance of 310.95 feet to the Point of Beginning.

From said Point of Beginning, thence South 60°38'52" West, departing said Northerly line, 7.97 feet; thence South 75°58'26" East, 38.60 feet; thence South 46°58'06" East, 49.19 feet; thence South 56°32'29" East, 40.16 feet; thence South 80°51'12" East, 42.34 feet; thence South 32°01'36" East, 62.14 feet; thence South 45°24'18" East, 41.92 feet; thence South 37°09'13" East, 25.81 feet; thence South 05°03'40" West, 907.14 feet; thence South 70°06'31" West, 26.96 feet; thence South 88°11'48" West, 18.72 feet; thence South 81°03'49" West, 16.80 feet; thence North 17°29'17" West, 12.37 feet; thence North 15°46'13" West, 38.11 feet; thence North 18°05'49" West, 35.45 feet; thence North 38°21'09" West, 39.27 feet; thence North 53°52'57" West, 21.22 feet; thence South 73°47'57" East, 25.85 feet; thence North 13°09'17" West, 67.37 feet; thence North 64°23'25" West, 45.01 feet; thence North 08°10'37" West, 14.32 feet; thence North 09°29'36" East, 36.59 feet; thence North 01°17'42" West, 39.46 feet; thence North 09°18'03" West, 23.41 feet; thence North 24°39'42" West, 31.74 feet; thence North 59°27'40" West, 31.33 feet; thence North 09°25'56" West, 33.25 feet; thence North 14°53'24" West, 33.02 feet; thence North 16°21'11" West, 31.73 feet; thence North 17°29'32" East, 22.78 feet; thence North 14°25'13" West, 19.29 feet; thence North 38°30'14" West, 36.10 feet; thence North 15°55'38" West, 60.53 feet; thence North 33°27'30" West, 31.43 feet; thence North 28°53'00" West, 37.42 feet; thence North 32°59'00" West, 15.22 feet; thence North 10°37'33" West, 36.43 feet; thence North 18°50'24" West, 31.31 feet; thence North 08°16'39" West, 24.68 feet; thence North 24°30'58" West, 41.02 feet; thence North 05°55'30" West, 43.81 feet; thence North 17°54'00" West, 17.16 feet; thence North 25°44'32" East, 454.53 feet; thence South 24°35'34" East, 40.42 feet; thence South 01°20'51" West, 40.30 feet; thence South 33°48'37" East, 40.36 feet; thence South 16°02'59" West, 39.40 feet; thence South 60°38'52" West, 17.14 feet to the Point of Beginning.

Containing 6.70 acres, more or less.

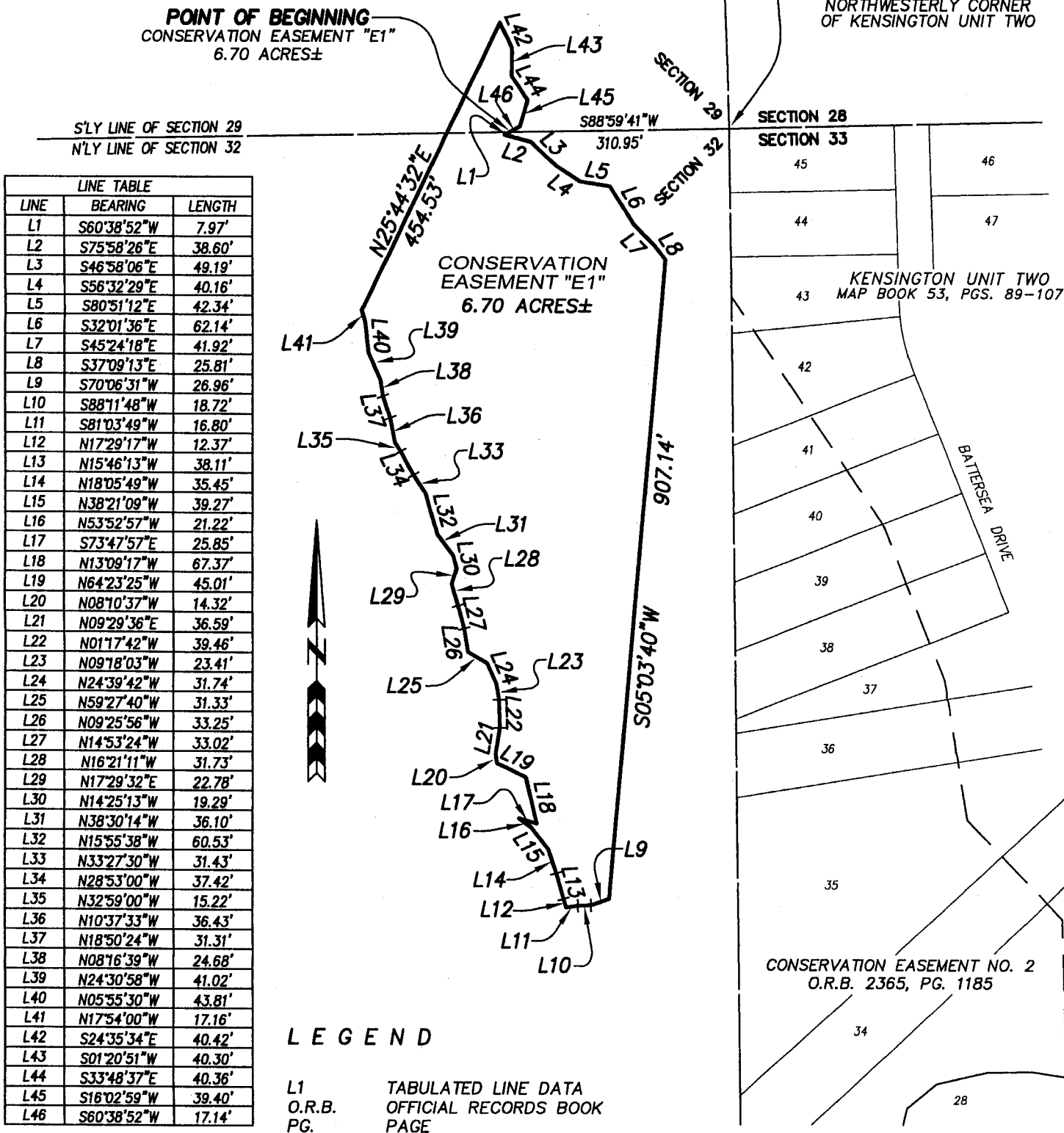
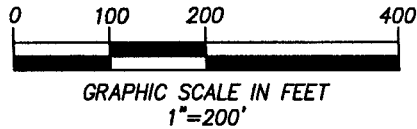
# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTIONS 29 AND 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

## NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE NORTHERLY LINE OF SECTION 32 AS BEING SOUTH 88°59'41" WEST.



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Robert M. Angas Associates, inc.**

LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: APRIL 19, 2006 SCALE: 1"=200'

**JOSEPH LESLIE REYNOLDS, III**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

2  
14

RETURN RECORDED ORIGINAL TO:  
Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177-2529

PREPARED BY:  
Environmental Services, Inc.  
7220 Financial Way, Suite 100  
Jacksonville, Florida 32256

**CONSERVATION EASEMENT**

**THIS CONSERVATION EASEMENT** is made this 8<sup>th</sup> day of August, 2007, **Las Calinas Developers, LLC**, having an address at 1914 Art Museum Drive, Jacksonville, Florida 32207, ("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 4049 Reid Street, Palatka, Florida 32177-2529 ("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 ("Property"); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of Permit No. 4-109-71374-3, modified as 4-109-71374-9, issued by Grantee, and Permit No. SAJ-2004-6380-MRE of the U.S. Army Corps of Engineers ("Corps"), solely to off-set adverse impacts to natural resources, fish and wildlife and wetland functions; and

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

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions and restriction 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 ("Conservation Easement"). Grantor fully warrants title to said Property and will warrant and defend the same against the lawful claims of all persons claiming by, through or under Grantor.

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

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

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

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

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

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

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

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

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

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Notwithstanding the prohibitions in Section 2, Grantor reserves the right to conduct the activities necessary to create, maintain, and monitor the wetland creation areas in accordance with the wetland mitigation plan approved as a condition of permit no. 4-109-71374-3 and Corps permit no. SAJ-2004-6380-MRE.

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

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

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

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

6. Grantee's Liability. Grantee's ownership or attempted enforcement of the rights granted hereby shall not subject Grantee to any liability for any damage or injury that may be suffered by any person on the Property or as a result of the condition of the Property, except for such damage or injury which shall arise in whole or in part from the negligent or intentional actions of Grantee or its agents.

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

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


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

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

Signed, sealed and delivered in the presence of:

**Las Calinas Developers, LLC,**  
a Florida limited liability company

By its manager:  
**The Alterra Group, LLC,**  
a Florida limited liability company

  
(Print Name) MICHAEL D. MESIANO

By   
Name: William T. Pyburn, Manager

  
(Print Name) CHARLES D. RALEY JR.

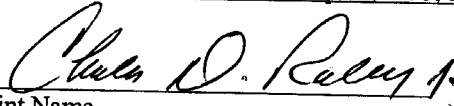
Date: 8/8/07

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

The foregoing instrument was acknowledged before me this 8 day of August, 200 7, by William T. Pyburn as manager of The Alterra Group, LLC., the manager of Las Calinas Developers, LLC, a Florida Limited Liability Company.



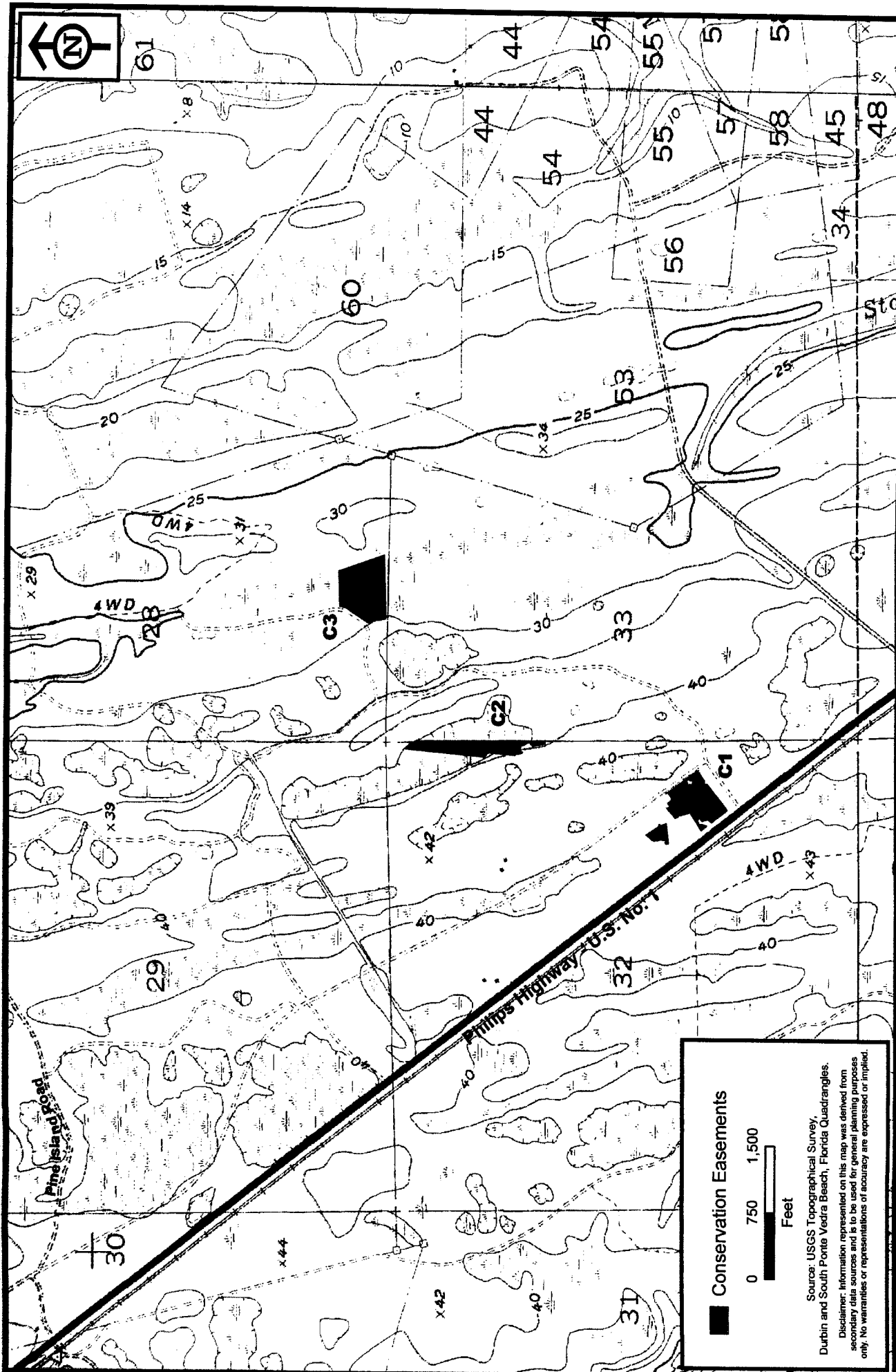
**CHARLES D. RALEY, JR.**  
MY COMMISSION # DD 280521  
EXPIRES: May 11, 2008  
Bonded Thru Budget Notary Services

  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_

My Commission Expires:

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

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



Project:	EJ05496.00
Date:	June 2006
Drwn/Chkd:	BM/JRN
Figure:	1

## Conservation Easement Map

# Las Calinas Phase II Mitigation

St. Johns County, Florida

**ENVIRONMENTAL SERVICES, INC.**  
 7220 Financial Way, Suite 100  
 Jacksonville, Florida 32256  
 (904) 470-2200  
 (904) 470-2112 Fax  
[www.environmentalservicesinc.com](http://www.environmentalservicesinc.com)



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

Revised May 23, 2006  
April 19, 2006  
File No. 118E-39

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

Work Order No. 06-084.02

Las Calinas

### CONSERVATION EASEMENT "C1" PARCEL "A"

A portion of Section 32, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of said Section 32, said point also being the Northwesterly corner of Kensington Unit Two, as recorded in Map Book 53, pages 89 through 107 of the Public Records of said county; thence South 00°37'40" East, along the Easterly line of said Section 32 and along the Westerly line of said Kensington Unit Two and along the Westerly line of Kensington Unit One as recorded in Map Book 53, pages 25 through 30 of said Public Records, 4864.47 feet to a point lying on the Northeasterly right of way line of U.S. Highway No. 1, a 150 foot right of way as now established; thence North 37°54'50" West, departing said Easterly line of Section 32 and along said Northeasterly right of way line, 1293.67 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 37° 54' 50" West, along said Northeasterly right of way line of U.S. Highway No. 1, a distance of 219.76 feet; thence North 35° 23' 44" East, departing said Northeasterly right of way line, 59.10 feet; thence North 43° 37' 22" West, 12.99 feet; thence North 13° 04' 42" West, 27.74 feet; thence North 16° 29' 56" West, 26.99 feet; thence North 53° 12' 08" East, 24.70 feet; thence North 48° 21' 13" East, 16.85 feet; thence North 03° 37' 39" West, 11.72 feet; thence North 62° 35' 56" West, 27.38 feet; thence South 64° 53' 00" West, 49.75 feet; thence South 12° 34' 03" East, 22.39 feet; thence South 16° 03' 12" West, 68.51 feet to a point lying on said Northeasterly right of way line of U.S. Highway No. 1; thence North 37° 54' 50" West, along said Northeasterly right of way line, 86.30 feet; thence North 58° 17' 57" East, departing said Northeasterly right of way line, 239.22 feet; thence North 30°35'15" West, 15.22 feet; thence North 16°07'48" West, 37.50 feet; thence North 14°45'38" West, 37.02 feet; thence North 25°22'18" West, 21.27 feet; thence North 17°43'13" East, 20.41 feet; thence North 55°08'49" West, 28.51 feet; thence North 22°34'42" West, 26.71 feet; thence North 20°00'00" West, 22.50 feet; thence North 50°32'09" East, 145.22 feet; thence South 39°01'42" East, 8.36 feet; thence South 15°50'12" East, 24.18 feet; thence South 64°02'53" East, 27.60 feet; thence North 46°29'02" East, 14.93 feet; thence North 54°20'13" East, 15.81 feet; thence South 41°20'38" East, 72.41 feet; thence North 31°26'33" East, 10.53 feet; thence North 66° 09' 14" East, 33.55 feet; thence North 48° 02' 52" East, 46.83 feet; thence North 29° 48' 37" West, 21.80 feet; thence North 48° 39' 22" East, 6.08 feet; thence South 32° 14' 48"



East, 75.92 feet; thence South 37° 50' 00" East, 108.69 feet; thence South 34° 46' 22" East, 47.73 feet; thence South 35° 12' 02" East, 47.74 feet; thence South 33° 08' 14" East, 12.49 feet; thence South 39° 56' 52" East, 88.37 feet; thence South 29° 45' 23" East, 74.84 feet to a point on a curve concave Southeasterly, having a radius of 591.00 feet, said point lying on the Northerly line of Tract "A" as shown on said Kensington Unit One; thence Southwesterly, along said Northerly line and along the arc of said curve, through a central angle of 00° 35' 12", an arc length of 6.05 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 66° 44' 41" West, 6.05 feet; thence North 30° 11' 25" West, departing said Northerly line of Tract "A", 46.99 feet; thence South 01° 56' 44" West, 29.36 feet; thence South 89° 04' 40" East, 8.76 feet; thence South 49° 28' 23" West, 12.75 feet; thence South 36° 06' 53" East, 13.46 feet to a point on a curve concave Southeasterly, having a radius of 591.00 feet, said point lying on said Northerly line of Tract "A"; thence Southwesterly, along said Northerly line and along the arc of said curve, through a central angle of 11° 24' 39", an arc length of 117.70 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 58° 52' 04" West, 117.51 feet; thence South 88° 39' 11" West, departing said Northerly line of Tract "A", 7.86 feet; thence North 53° 38' 29" West, 18.78 feet; thence South 44° 38' 00" West, 7.69 feet; thence South 01° 04' 24" West, 27.86 feet to said Northerly line of Tract "A"; thence South 52° 05' 10" West, along said Northerly line, 377.90 feet to the Point of Beginning.

#### EXCEPTING THEREFROM:

A portion of Section 32, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of said Section 32, said point also being the Northwesterly corner of Kensington Unit Two, as recorded in Map Book 53, pages 89 through 107 of the Public Records of said county; thence South 00°37'40" East, along the Easterly line of said Section 32 and along the Westerly line of said Kensington Unit Two and along the Westerly line of Kensington Unit One as recorded in Map Book 53, pages 25 through 30 of said Public Records, 4864.47 feet to a point lying on the Northeasterly right of way line of U.S. Highway No. 1, a 150 foot right of way as now established; thence North 37°54'50" West, departing said Easterly line and along said Northeasterly right of way line, 1293.67 feet; thence North 35°47'15" East, departing said Northeasterly right of way line, 493.29 feet to the Point of Beginning.

Form said Point of Beginning, thence North 22°05'50" East, 22.04 feet; thence North 33°25'01" West, 21.34 feet; thence North 04°03'10" West, 6.41 feet; thence South 86°07'02" East, 16.84 feet; thence North 65°30'47" East, 14.51 feet; thence North 65°02'34" East, 23.13 feet; thence South 46°13'46" East, 28.32 feet; thence South 40°54'35" West, 29.27 feet; thence South 00°54'43" East, 43.32 feet; thence North 49°20'02" West, 26.67 feet; thence North 76°36'50" West, 16.72 feet; thence North 70°11'15" West, 13.32 feet to the Point of Beginning.

Containing 5.34 acres, more or less.

April 19, 2006  
File No. 118E-39

Work Order No. 06-084.02  
Las Calinas

**CONSERVATION EASEMENT "C1"**  
**PARCEL "B"**

A portion of Section 32, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of said Section 32, said point also being the Northwesterly corner of Kensington Unit Two, as recorded in Map Book 53, pages 89 through 107 of the Public Records of said county; thence South 00°37'40" East, along the Easterly line of said Section 32 and along the Westerly line of said Kensington Unit Two and along the Westerly line of Kensington Unit One as recorded in Map Book 53, pages 25 through 30 of said Public Records, 4864.47 feet to a point lying on the Northeasterly right of way line of U.S. Highway No. 1, a 150 foot right of way as now established; thence North 37°54'50" West, departing said Easterly line and along said Northeasterly right of way line, 1665.59 feet; thence North 22°22'40" West, departing said Northeasterly right of way line, 393.61 feet to the Point of Beginning.

From said Point of Beginning, thence North 10°19'19" West, 35.24 feet; thence North 55°24'27" East, 19.38 feet; thence South 72°56'41" East, 21.47 feet; thence North 45°44'11" East, 16.45 feet; thence North 37°22'47" West, 13.00 feet; thence North 16°39'06" East, 36.61 feet; thence North 26°16'19" West, 32.31 feet; thence North 10°35'28" East, 28.99 feet; thence North 43°01'08" West, 15.80 feet; thence North 17°38'57" East, 31.28 feet; thence South 89°14'42" East, 12.82 feet; thence North 00°35'48" West, 15.53 feet; thence North 60°25'32" East, 21.17 feet; thence North 33°34'12" East, 47.83 feet; thence South 34°52'35" East, 151.59 feet; thence South 37°40'50" East, 26.76 feet; thence North 71°17'38" East, 12.80 feet; thence South 40°30'14" East, 16.83 feet; thence South 57°10'13" West, 17.53 feet; thence South 15°29'10" East, 24.41 feet; thence South 21°55'59" East, 26.50 feet; thence South 17°00'03" East, 17.12 feet; thence South 11°24'33" East, 3.49 feet; thence South 82°38'04" West, 227.13 feet to the Point of Beginning.

Containing 0.75 acres, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

SHEET 1 OF 3

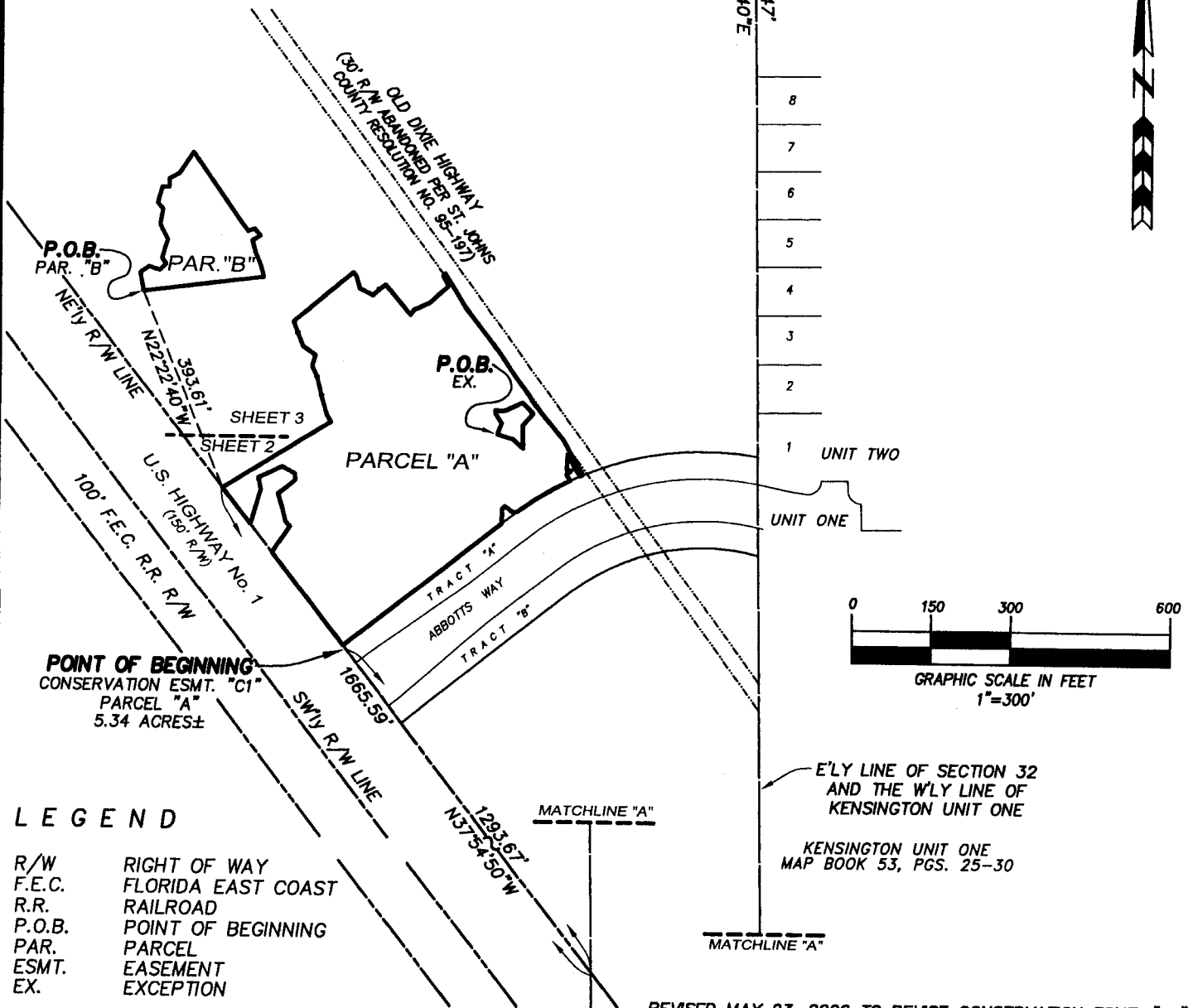
**POINT OF REFERENCE**  
NORTHEASTERLY CORNER  
OF SECTION 32 AND THE  
NORTHWESTERLY CORNER  
OF KENSINGTON UNIT TWO

KENSINGTON UNIT TWO  
MAP BOOK 53, PGS. 89-107

E'LY LINE OF SECTION 32  
AND THE W'LY LINE OF  
KENSINGTON UNIT TWO

## NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE EASTERLY LINE OF  
SECTION 32 AS BEING SOUTH 00°37'40" EAST.



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



**Robert M. Angas Associates, inc.**

LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: APRIL 19, 2006 SCALE: 1"=300'

**JOSEPH LESLIE REYNOLDS, II**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

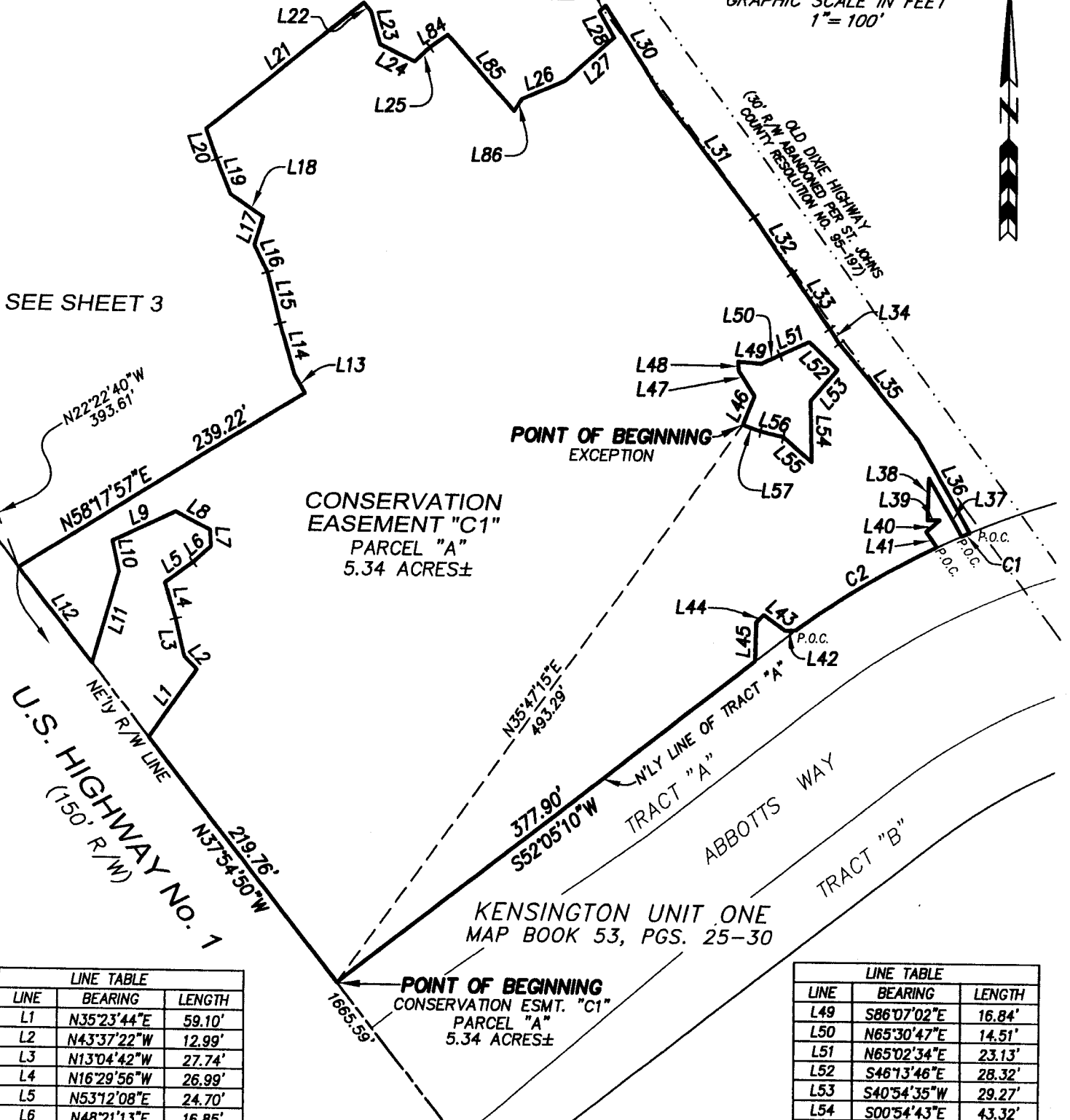
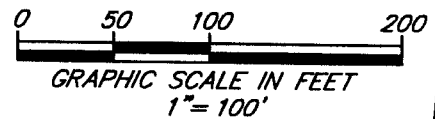
# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

SHEET 2 OF 3

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	00°35'12"	591.00'	6.05'	S66°44'41"W	6.05'
C2	11°24'39"	591.00'	117.70'	S58°52'04"W	117.51'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N35°23'44"E	59.10'
L2	N43°37'22"W	12.99'
L3	N13°04'42"W	27.74'
L4	N16°29'56"W	26.99'
L5	N53°12'08"E	24.70'
L6	N48°21'13"E	16.85'
L7	N03°37'39"W	11.72'
L8	N62°35'56"W	27.38'
L9	S64°53'00"W	49.75'
L10	S12°34'03"E	22.39'
L11	S16°03'12"W	68.51'
L12	N37°54'50"W	86.30'
L13	N30°35'15"W	15.22'
L14	N16°07'48"W	37.50'
L15	N14°45'38"W	37.02'
L16	N25°22'18"W	21.27'
L17	N17°43'13"E	20.41'
L18	N55°08'49"W	28.51'
L19	N22°34'42"W	26.71'
L20	N20°00'00"W	22.50'
L21	N50°32'09"E	145.22'
L22	S39°01'42"E	8.36'
L23	S15°50'12"E	24.18'
L24	S64°02'53"E	27.60'
L25	N46°29'02"E	14.93'
L26	N66°09'14"E	33.55'
L27	N48°02'52"E	46.83'
L28	N29°48'37"W	21.80'

LINE TABLE		
LINE	BEARING	LENGTH
L29	N48°39'22"E	6.08'
L30	S32°14'48"E	75.92'
L31	S37°50'00"E	108.69'
L32	S34°46'22"E	47.73'
L33	S35°12'02"E	47.74'
L34	S33°08'14"E	12.49'
L35	S39°56'52"E	88.37'
L36	S29°45'23"E	74.84'
L37	N30°11'25"W	46.99'
L38	S01°56'44"W	29.36'
L39	S89°04'40"E	8.76'
L40	S49°28'23"W	12.75'
L41	S36°06'53"E	13.46'
L42	S88°39'11"W	7.86'
L43	N53°38'29"W	18.78'
L44	S44°38'00"W	7.69'
L45	S01°04'24"W	27.86'
L46	N22°05'50"E	22.04'
L47	N33°25'01"W	21.34'
L48	N04°03'10"W	6.41'

LINE TABLE		
LINE	BEARING	LENGTH
L49	S86°07'02"E	16.84'
L50	N65°30'47"E	14.51'
L51	N65°02'34"E	23.13'
L52	S46°13'46"E	28.32'
L53	S40°54'35"W	29.27'
L54	S00°54'43"E	43.32'
L55	N49°20'02"W	26.67'
L56	N76°36'50"W	16.72'
L57	N70°11'15"W	13.32'
L84	N54°20'13"E	15.81'
L85	S41°20'38"E	72.41'
L86	N31°26'33"E	10.53'

## NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE EASTERLY LINE OF SECTION 32 AS BEING SOUTH 00°37'40" EAST.

## LEGEND

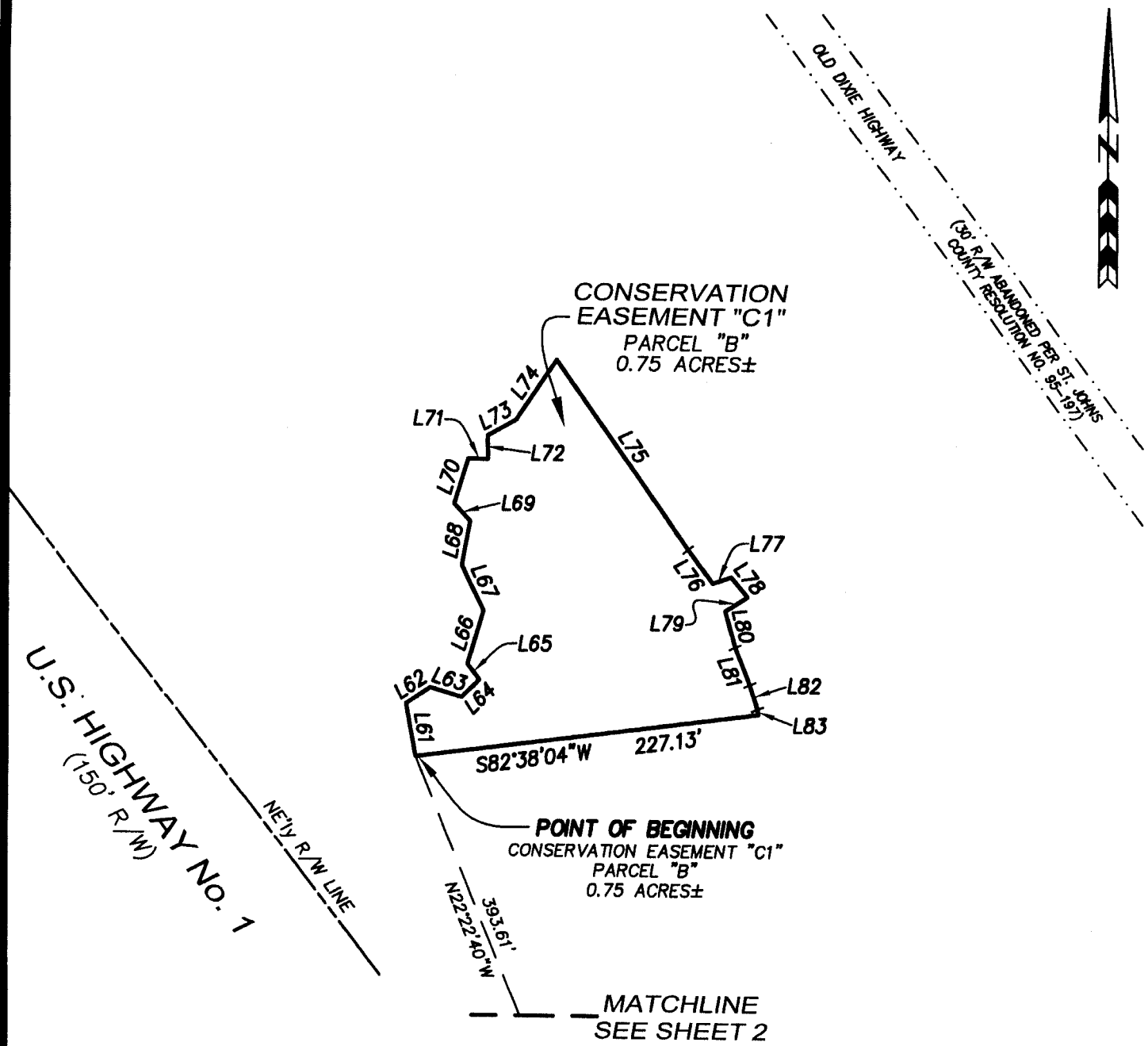
L1 TABULATED LINE DATA  
C1 TABULATED CURVE DATA  
R/W RIGHT OF WAY  
P.O.C. POINT ON A CURVE  
ESMT. EASEMENT

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550

DATE: APRIL 19, 2006 SCALE: 1"=100'

**SKETCH TO ACCOMPANY DESCRIPTION**  
A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

**SHEET 3 OF 3**

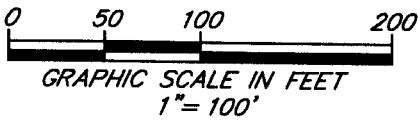


**LEGEND**

L1 TABULATED LINE DATA  
R/W RIGHT OF WAY

**NOTES:**

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE EASTERLY LINE OF SECTION 32 AS BEING SOUTH 00°37'40" EAST.



DATE: APRIL 19, 2006 SCALE: 1"=100'

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550



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

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

April 19, 2006  
File No. 118E-39

Work Order No. 06-084.02  
Las Calinas

### CONSERVATION EASEMENT "C2"

A portion of Section 32, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of said Section 32, said point also being the Northwesterly corner of Kensington Unit Two, as recorded in Map Book 53, pages 89 through 107 of the Public Records of said county; thence South 00°37'40" East, along the Easterly line of said Section 32 and along the Westerly line of said Kensington Unit Two, a distance of 306.06 feet to the Point of Beginning.

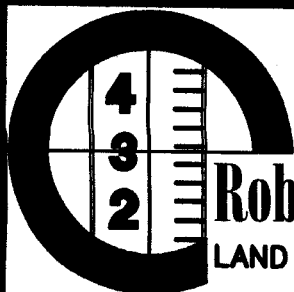
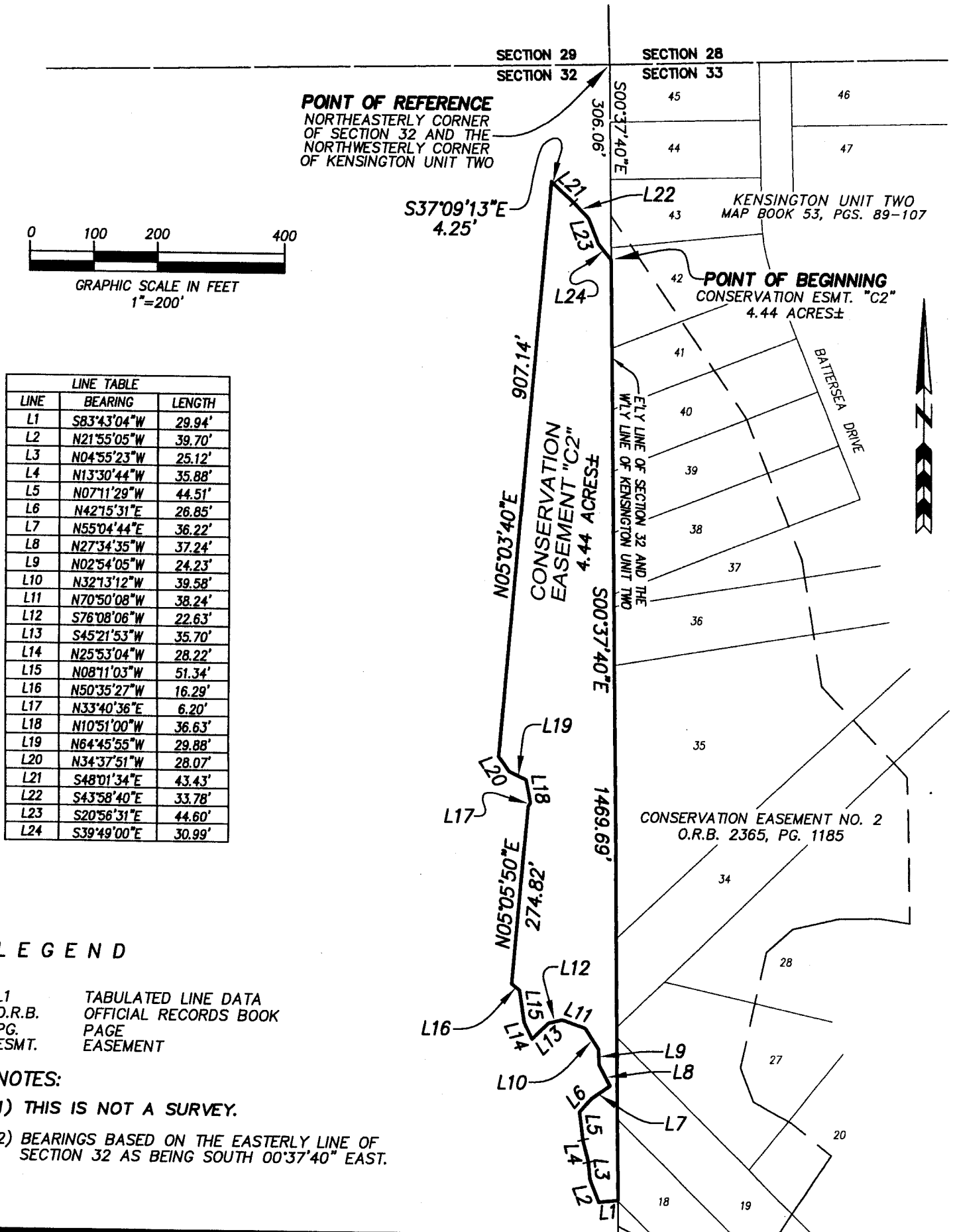
From said Point of Beginning, thence continue South 00°37'40" East, along said Easterly and Westerly lines, 1469.69 feet; thence South 83°43'04" West, departing said Easterly line, 29.94 feet; thence North 21°55'05" West, 39.70 feet; thence North 04°55'23" West, 25.12 feet; thence North 13°30'44" West, 35.88 feet; thence North 07°11'29" West, 44.51 feet; thence North 42°15'31" East, 26.85 feet; thence North 55°04'44" East, 36.22 feet; thence North 27°34'35" West, 37.24 feet; thence North 02°54'05" West, 24.23 feet; thence North 32°13'12" West, 39.58 feet; thence North 70°50'08" West, 38.24 feet; thence South 76°08'06" West, 22.63 feet; thence South 45°21'53" West, 35.70 feet; thence North 25°53'04" West, 28.22 feet; thence North 08°11'03" West, 51.34 feet; thence North 50°35'27" West, 16.29 feet; thence North 05°05'50" East, 274.82 feet; thence North 33°40'36" East, 6.20 feet; thence North 10°51'00" West, 36.63 feet; thence North 64°45'55" West, 29.88 feet; thence North 34°37'51" West, 28.07 feet; thence North 05°03'40" East, 907.14 feet; thence South 37°09'13" East, 4.25 feet; thence South 48°01'34" East, 43.43 feet; thence South 43°58'40" East, 33.78 feet; thence South 20°56'31" East, 44.60 feet; thence South 39°49'00" East, 30.99 feet to the Point of Beginning.

Containing 4.44 acres, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Robert M. Angas Associates, inc.**

LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: APRIL 19, 2006

SCALE: 1"=200'

**JOSEPH LESLIE REYNOLDS, III**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA - LS No. 5517



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

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

April 19, 2006  
File No. 118E-39

Work Order No. 06-084.02  
Las Calinas

### CONSERVATION EASEMENT "C3"

A portion of Section 28, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of said Section 28, said point also being the Northwesterly corner of Kensington Unit Two, as recorded in Map Book 53, pages 89 through 107 of the Public Records of said county; thence North  $88^{\circ}39'12''$  East, along the Southerly line of said Section 28 and along the Northerly line of said Kensington Unit Two and its Easterly prolongation thereof, 1374.59 feet to the Point of Beginning.

From said Point of Beginning, thence North  $11^{\circ}17'04''$  West, departing said Southerly line of Section 28 and said Easterly prolongation of the Northerly line of Kensington Unit Two, a distance of 82.79 feet; thence North  $01^{\circ}22'59''$  West, 62.63 feet; thence North  $39^{\circ}33'22''$  West, 43.96 feet; thence North  $04^{\circ}58'12''$  East, 32.56 feet; thence North  $33^{\circ}28'18''$  East, 292.69 feet; thence North  $12^{\circ}00'16''$  East, 64.21 feet; thence North  $02^{\circ}37'45''$  West, 11.57 feet; thence North  $88^{\circ}39'12''$  East, 401.00 feet; thence South  $19^{\circ}39'52''$  East, 553.46 feet to a point lying on said Southerly line of Section 28; thence South  $88^{\circ}39'12''$  West, along said Southerly line, 718.69 feet to the Point of Beginning.

Containing 7.22 acres, more or less.

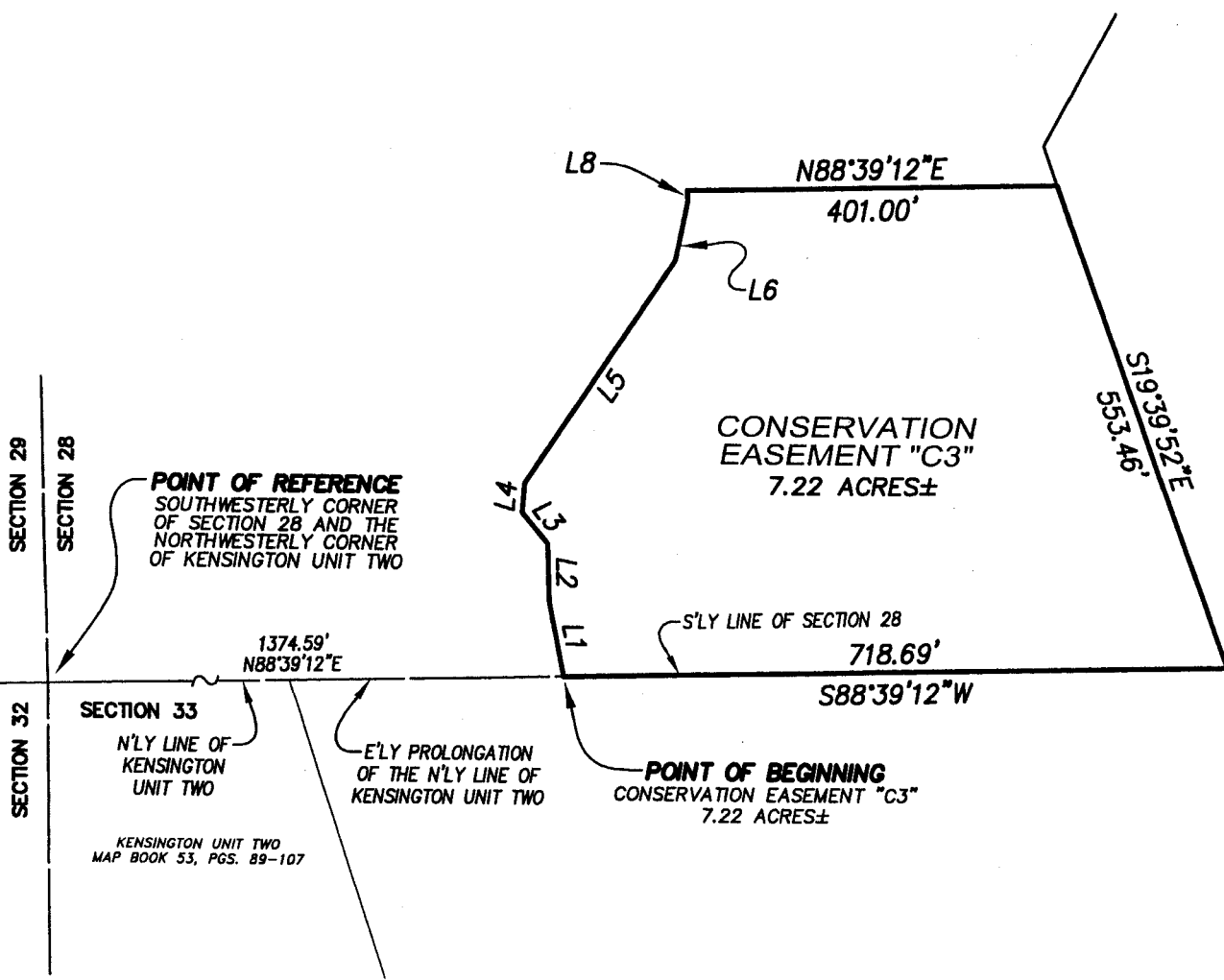


# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N11°17'04"W	82.79'
L2	N01°22'59"W	62.63'
L3	N39°33'22"W	43.96'
L4	N04°58'12"E	32.56'
L5	N33°28'18"E	292.69'
L6	N12°00'16"E	64.21'
L8	N02°37'45"W	11.57'

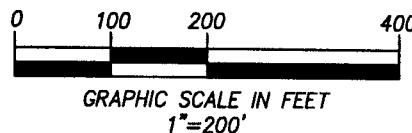


## LEGEND

L1 TABULATED LINE DATA

## NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 28 AS BEING NORTH 88°39'36" EAST.



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: APRIL 19, 2006 SCALE: 1"=200'

JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

15  
RET → RETURN RECORDED ORIGINAL TO:  
Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177-2529

PREPARED BY:  
Environmental Services, Inc.  
7220 Financial Way, Suite 100  
Jacksonville, Florida 32256

15 page  
b 129 70  
**CONSERVATION EASEMENT**

**THIS CONSERVATION EASEMENT** is made this 19<sup>th</sup> day of FEBRUARY, 2007, by **P I INVESTMENTS, LLC**, having an address at 1914 Art Museum Drive, Jacksonville, Florida 32207, ("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 4049 Reid Street, Palatka, Florida 32177-2529 ("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 ("Property"); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of Permit No. 4-109-71374-2, issued by Grantee, and Permit No. SAJ-2004-6380-MRE of the U.S. Army Corps of Engineers ("Corps"), solely to off-set adverse impacts to natural resources, fish and wildlife and wetland functions; and

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

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions and restriction 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 ("Conservation Easement"). Grantor fully warrants title to said Property and will warrant and defend the same against the lawful claims of all persons claiming by, through or under Grantor.

6/10/09  
15  
1. **Purpose.** The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

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

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

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

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

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

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

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

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

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

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Notwithstanding the prohibitions in Section 2, Grantor reserves the right to conduct the activities necessary to create, maintain, and monitor the wetland creation areas in accordance with the wetland mitigation plan approved as a condition of permit no. 4-109-71374-2 and Corps permit no. SAJ-2004-6380-MRE.

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

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

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

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

6. Grantee's Liability. Grantee's ownership or attempted enforcement of the rights granted hereby shall not subject Grantee to any liability for any damage or injury that may be suffered by any person on the Property or as a result of the condition of the Property, except for such damage or injury which shall arise in whole or in part from the negligent or intentional actions of Grantee or its agents.

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

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

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

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

Signed, sealed and delivered in the presence of:

**PI Investments, LLC,**  
a Florida limited liability company

By its managing member:  
**Pine Island Timber and Investment, LLC,**  
a Florida limited liability company

(Print Name) William T. Pyburn  
Michael D. Mesiano  
(Print Name) MICHAEL D. MESIANO

By: William T. Pyburn  
Name: William T. Pyburn, managing member

Date: 2-19-07

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

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of FEBRUARY, 200 7, by William T. Pyburn as managing member of Pine Island Timber and Investment, LLC., the managing member of PI Investments, LLC, a Florida Limited Liability Company.



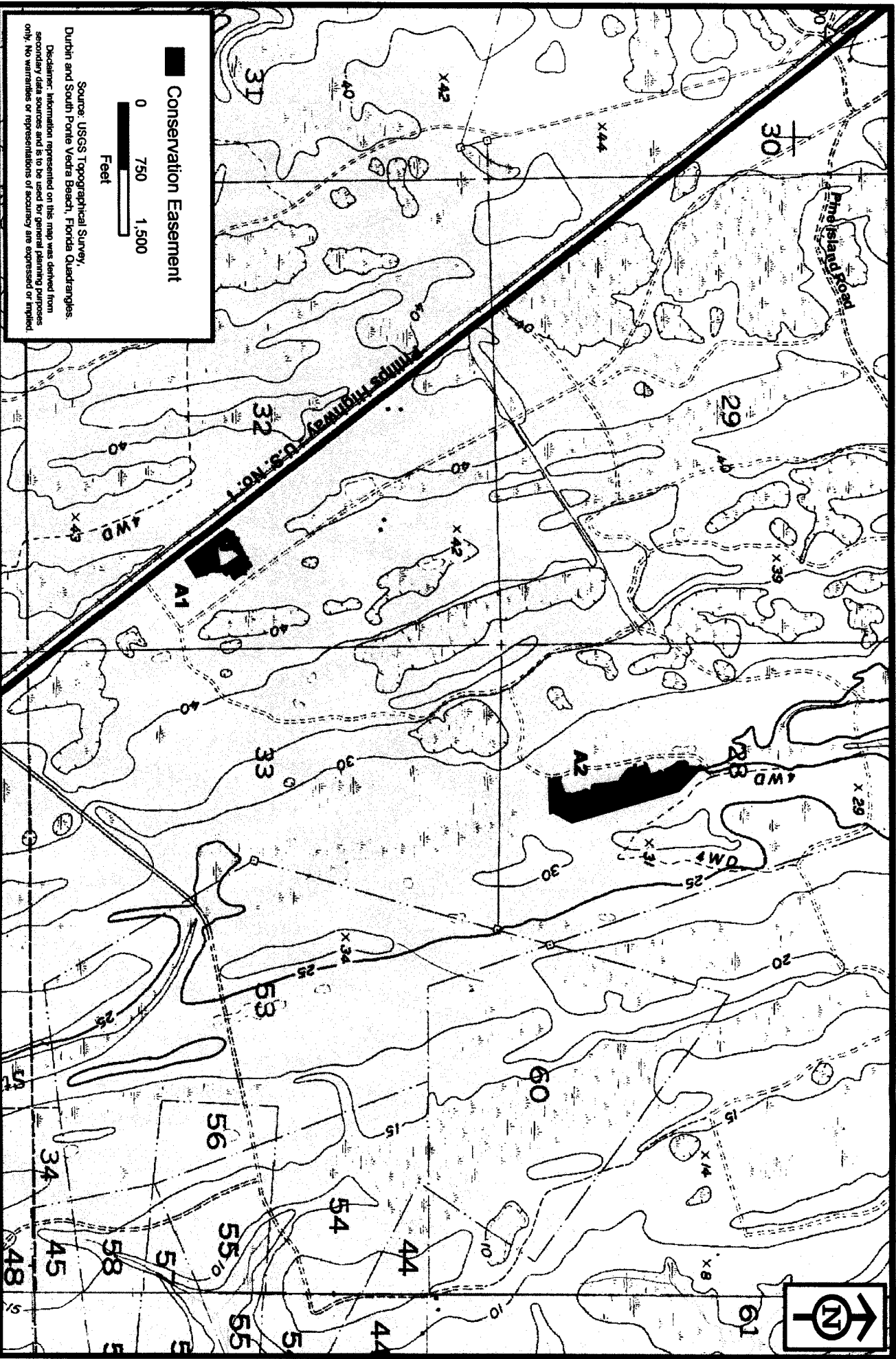
**CHARLES D. RALEY, JR.**  
MY COMMISSION # DD 280521  
EXPIRES: May 11, 2008  
Bonded Thru Budget Notary Services

Charles D. Raley, Jr.  
(Print Name) \_\_\_\_\_  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_

My Commission Expires:

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

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



Source: USGS Topographical Survey,  
Durbin and South Ponte Vedra Beach, Florida Quadrangles.  
Disclaimer: Information represented on this map was derived from  
secondary data sources and is to be used for general planning purposes  
only. No warranties or representations of accuracy are expressed or implied.

**Conservation Easement**

0 750 1,500  
Feet

**ENVIRONMENTAL  
SERVICES, INC.**  
7220 Financial Way, Suite 100  
Jacksonville, Florida 32256  
(904) 470-2200  
(904) 470-2112 Fax  
[www.environmentalservicesinc.com](http://www.environmentalservicesinc.com)

Conservation Easement Map  
**Off-Site Mitigation for Las Calinas Phase I**  
St. Johns County, Florida

Project:	EJ02393.00
Date:	June 2006
Dwn/Chkd:	BM/JRN
Figure:	1



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

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

April 19, 2006  
File No. 118E-39

Work Order No. 06-084.00  
Las Calinas

### CONSERVATION EASEMENT "A1"

A portion of Section 32, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of said Section 32, said point also being the Northwesterly corner of Kensington Unit Two, as recorded in Map Book 53, pages 89 through 107 of the Public Records of said county; thence South  $00^{\circ}37'40''$  East, along the Easterly line of said Section 32 and along the Westerly line of said Kensington Unit Two and along the Westerly line of Kensington Unit One as recorded in Map Book 53, pages 25 through 30 of said Public Records, 4864.47 feet to a point lying on the Northeasterly right of way line of U.S. Highway No. 1, a 150 foot right of way as now established; thence North  $37^{\circ}54'50''$  West, departing said Easterly line and along said Northeasterly right of way line, 1665.59 feet to the Point of Beginning.

From said Point of Beginning, thence continue North  $37^{\circ}54'50''$  West, along said Northeasterly right of way line of U.S. Highway No. 1, a distance of 597.75 feet; thence North  $34^{\circ}55'35''$  East, departing said Northeasterly right of way line, 61.88 feet; thence North  $18^{\circ}54'12''$  West, 15.18 feet; thence North  $20^{\circ}50'28''$  East, 19.43 feet; thence North  $84^{\circ}06'46''$  East, 28.32 feet; thence North  $68^{\circ}57'14''$  East, 15.62 feet; thence South  $58^{\circ}24'57''$  East, 25.18 feet; thence North  $55^{\circ}18'14''$  East, 8.56 feet; thence North  $13^{\circ}10'19''$  West, 32.91 feet; thence North  $36^{\circ}59'51''$  East, 34.00 feet; thence South  $70^{\circ}33'29''$  East, 44.46 feet; thence North  $27^{\circ}50'36''$  East, 18.26 feet; thence South  $56^{\circ}51'20''$  East, 15.13 feet; thence North  $28^{\circ}37'23''$  West, 12.29 feet; thence North  $53^{\circ}18'40''$  East, 41.02 feet; thence North  $74^{\circ}08'04''$  East, 13.42 feet; thence North  $79^{\circ}55'35''$  East, 21.13 feet; thence North  $52^{\circ}43'06''$  East, 10.35 feet; thence North  $53^{\circ}18'51''$  East, 18.64 feet; thence North  $61^{\circ}26'08''$  East, 29.90 feet; thence North  $64^{\circ}52'41''$  East, 31.81 feet; thence North  $21^{\circ}36'58''$  East, 18.54 feet; thence North  $77^{\circ}44'05''$  East, 33.92 feet; thence South  $71^{\circ}04'49''$  East, 9.48 feet; thence South  $46^{\circ}59'47''$  East, 14.72 feet; thence North  $18^{\circ}21'30''$  East, 26.79 feet; thence North  $50^{\circ}52'41''$  East, 50.30 feet; thence South  $46^{\circ}24'45''$  East, 9.19 feet; thence South  $18^{\circ}28'55''$  West, 23.36 feet; thence South  $73^{\circ}13'33''$  East, 6.73 feet; thence North  $74^{\circ}25'19''$  East, 16.97 feet; thence South  $61^{\circ}29'23''$  East, 24.53 feet; thence South  $15^{\circ}27'46''$  West, 18.94 feet; thence South  $70^{\circ}28'38''$  East, 28.39 feet; thence South  $08^{\circ}58'20''$  West, 30.77 feet; thence North  $52^{\circ}55'20''$  East, 49.54 feet; thence South  $01^{\circ}09'57''$  East, 44.51 feet; thence South  $30^{\circ}22'50''$  East, 63.94 feet; thence South  $35^{\circ}53'14''$  East, 36.21 feet; thence South  $85^{\circ}08'55''$  East, 8.95 feet; thence South  $23^{\circ}32'49''$  West, 21.75 feet; thence South  $52^{\circ}00'29''$  West, 28.95 feet; thence South  $76^{\circ}20'08''$  West, 22.27 feet; thence

South 46° 28' 23" West, 24.22 feet; thence South 01° 03' 31" West, 17.05 feet; thence South 52° 44' 56" East, 25.59 feet; thence South 01° 01' 14" East, 12.35 feet; thence South 37° 01' 58" West, 19.08 feet; thence South 49° 24' 19" West, 25.39 feet; thence South 49° 28' 26" West, 21.09 feet; thence South 37° 16' 56" East, 13.23 feet; thence South 00° 36' 05" East, 53.01 feet; thence South 08° 46' 56" West, 43.61 feet; thence South 20° 00' 00" East, 22.50 feet; thence South 22° 34' 42" East, 26.71 feet; thence South 55° 08' 49" East, 28.51 feet; thence South 17° 43' 13" West, 20.41 feet; thence South 25° 22' 18" East, 21.27 feet; thence South 14° 45' 38" East, 37.02 feet; thence South 16° 07' 48" East, 37.50 feet; thence South 30° 35' 15" East, 15.22 feet; thence South 58° 17' 57" West, 239.22 feet to the Point of Beginning.

EXCEPTING THEREFROM:

#### EXCEPTION NO. 1

A portion of Section 32, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of said Section 32, said point also being the Northwesterly corner of Kensington Unit Two, as recorded in Map Book 53, pages 89 through 107 of the Public Records of said county; thence South 00°37'40" East, along the Easterly line of said Section 32 and along the Westerly line of said Kensington Unit Two and along the Westerly line of Kensington Unit One as recorded in Map Book 53, pages 25 through 30 of said Public Records, 4864.47 feet to a point lying on the Northeasterly right of way line of U.S. Highway No. 1, a 150 foot right of way as now established; thence North 37°54'50" West, departing said Easterly line and along said Northeasterly right of way line, 1665.59 feet; thence North 22°22'40" West, departing said Northeasterly right of way line, 393.61 feet to the Point of Beginning.

From said Point of Beginning, thence North 10°19'19" West, 35.24 feet; thence North 55°24'27" East, 19.38 feet; thence South 72°56'41" East, 21.47 feet; thence North 45°44'11" East, 16.45 feet; thence North 37°22'47" West, 13.00 feet; thence North 16°39'06" East, 36.61 feet; thence North 26°16'19" West, 32.31 feet; thence North 10°35'28" East, 28.99 feet; thence North 43°01'08" West, 15.80 feet; thence North 17°38'57" East, 31.28 feet; thence South 89°14'42" East, 12.82 feet; thence North 00°35'48" West, 15.53 feet; thence North 60°25'32" East, 21.17 feet; thence North 33°34'12" East, 47.83 feet; thence South 34°52'35" East, 151.59 feet; thence South 37°40'50" East, 26.76 feet; thence North 71°17'38" East, 12.80 feet; thence South 40°30'14" East, 16.83 feet; thence South 57°10'13" West, 17.53 feet; thence South 15°29'10" East, 24.41 feet; thence South 21°55'59" East, 26.50 feet; thence South 17°00'03" East, 17.12 feet; thence South 11°24'33" East, 3.49 feet; thence South 82°38'04" West, 227.13 feet to the Point of Beginning.

AND EXCEPTING THEREFROM:

## EXCEPTION NO. 2

A portion of Section 32, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of said Section 32, said point also being the Northwesterly corner of Kensington Unit Two, as recorded in Map Book 53, pages 89 through 107 of the Public Records of said county; thence South  $00^{\circ}37'40''$  East, along the Easterly line of said Section 32 and along the Westerly line of said Kensington Unit Two and along the Westerly line of Kensington Unit One as recorded in Map Book 53, pages 25 through 30 of said Public Records, 4864.47 feet to a point lying on the Northeasterly right of way line of U.S. Highway No. 1, a 150 foot right of way as now established; thence North  $37^{\circ}54'50''$  West, departing said Easterly line and along said Northeasterly right of way line, 2263.34 feet; thence North  $88^{\circ}43'25''$  East, departing said Northeasterly right of way line, 148.87 feet to the Point of Beginning.

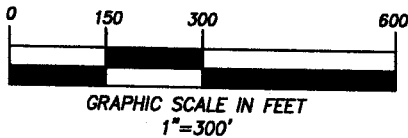
From said Point of Beginning, thence North  $40^{\circ}39'39''$  East, 27.38 feet; thence North  $39^{\circ}19'04''$  East, 9.07 feet; thence South  $40^{\circ}18'18''$  East, 38.19 feet; thence South  $35^{\circ}53'13''$  West, 33.66 feet; thence North  $53^{\circ}49'30''$  West, 23.30 feet; thence North  $33^{\circ}16'35''$  West, 17.76 feet to the Point of Beginning.

Containing 5.03 acres, more or less.

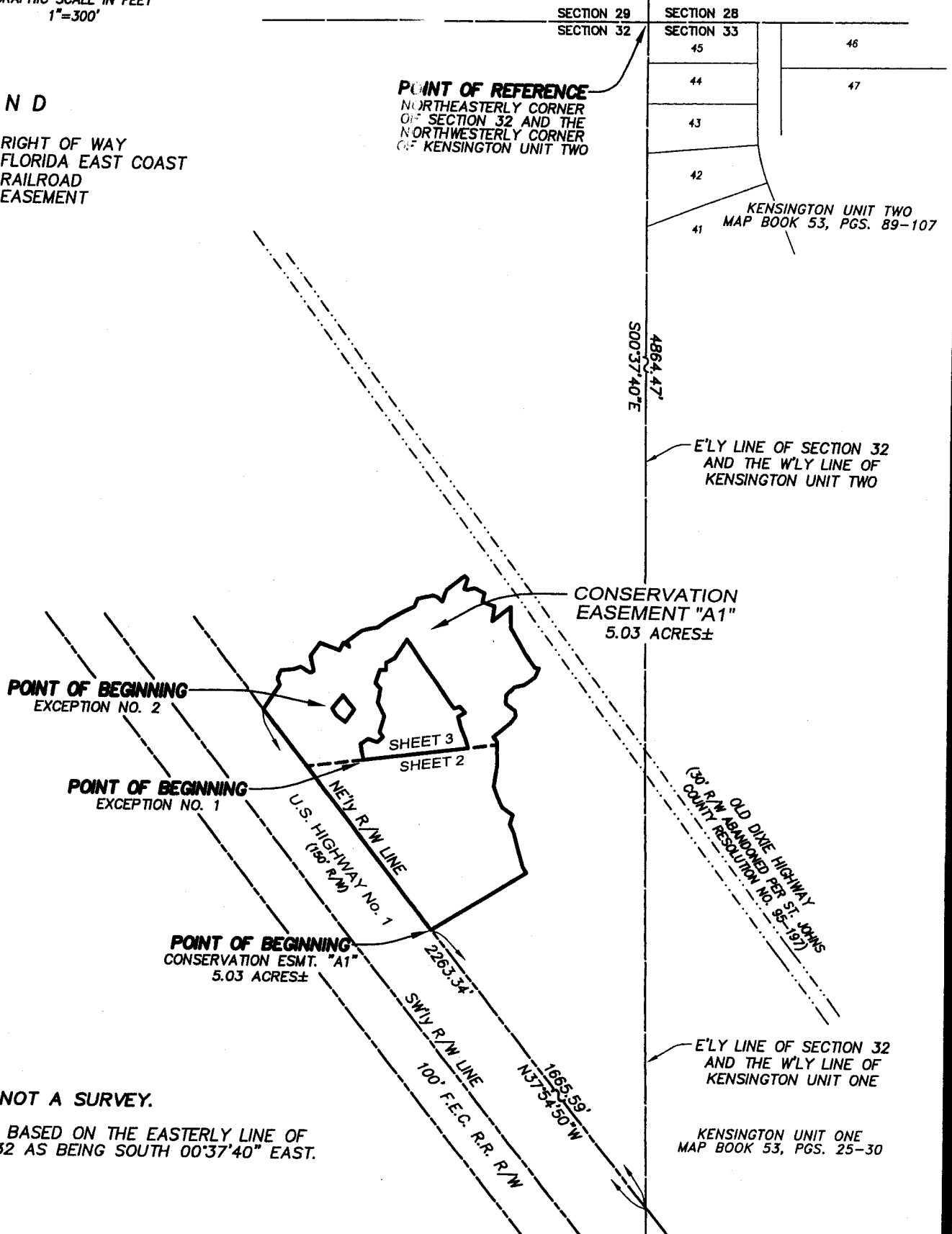


**SKETCH TO ACCOMPANY DESCRIPTION**A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

**SHEET 1 OF 3****LEGEND**

R/W RIGHT OF WAY  
F.E.C. FLORIDA EAST COAST  
R.R. RAILROAD  
ESMT. EASEMENT

**NOTES:**

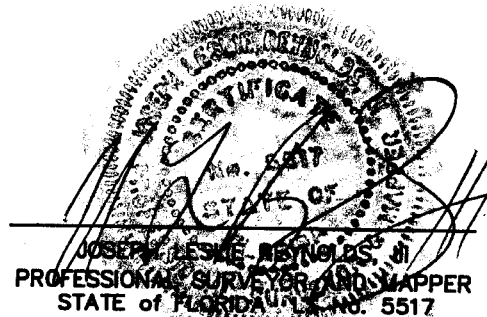
- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE EASTERLY LINE OF SECTION 32 AS BEING SOUTH 00°37'40" EAST.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: APRIL 19, 2006 SCALE: 1"=300'



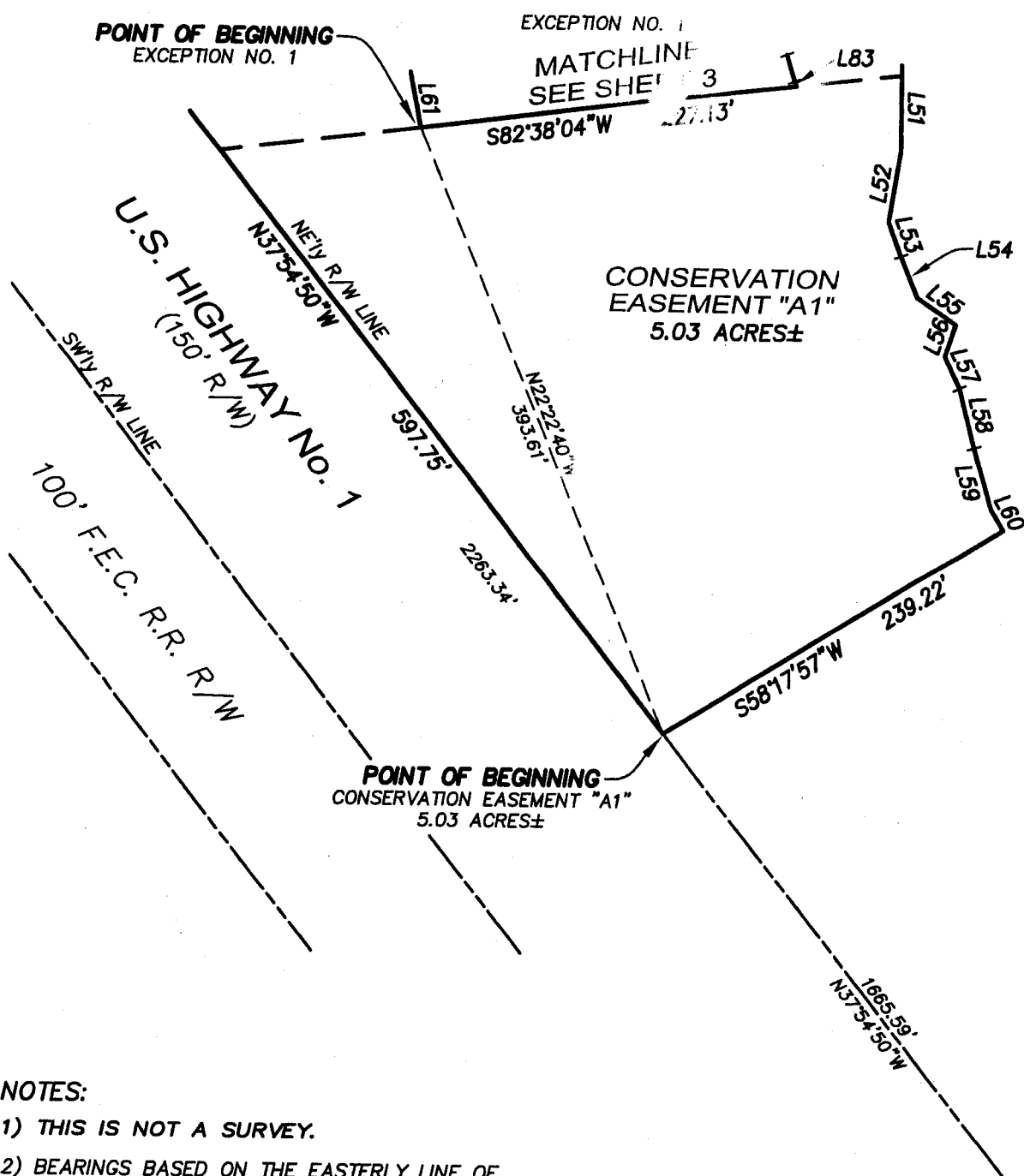
# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

SHEET 2 OF 3

LINE TABLE		
LINE	BEARING	LENGTH
L51	S00°36'05"E	53.01'
L52	S08°46'56"W	43.61'
L53	S20°00'00"E	22.50'
L54	S22°34'42"E	26.71'
L55	S55°08'49"E	28.51'
L56	S17°43'13"W	20.41'
L57	S25°22'18"E	21.27'
L58	S14°45'38"E	37.02'
L59	S16°07'48"E	37.50'
L60	S30°35'15"E	15.22'
L61	N10°19'19"W	35.24'
L83	S11°24'33"E	3.49'

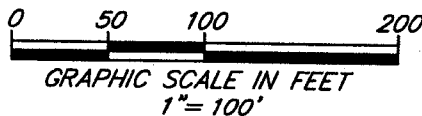


## NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE EASTERLY LINE OF SECTION 32 AS BEING SOUTH 00°37'40" EAST.

## LEGEND

L1 TABULATED LINE DATA  
R/W RIGHT OF WAY



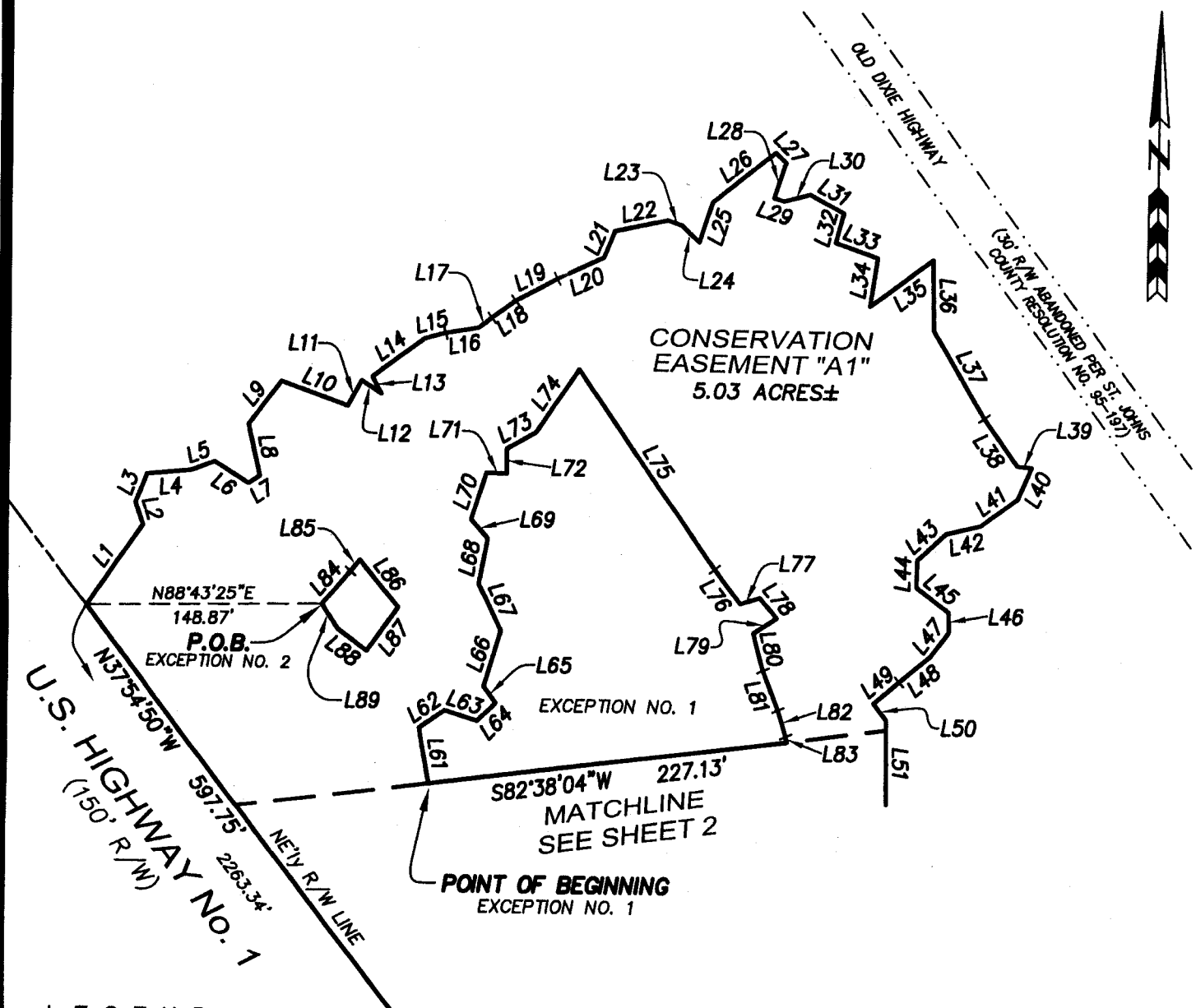
DATE: APRIL 19, 2006 SCALE: 1"=100'

ORDER NO.: 06-084.00 FILE NO.: 118E-39(A1) DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Las Calinas\Mitigation Sites\MIT A1.dwg

PREPARED BY:  
ROBERT M. ANGAS ASSOCIATES, INC.  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550

**SKETCH TO ACCOMPANY DESCRIPTION**  
A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

**SHEET 3 OF 3**



**LEGEND**

L1 TABULATED LINE DATA  
R/W RIGHT OF WAY  
P.O.B. POINT OF BEGINNING

**NOTES:**

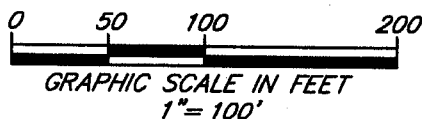
- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE EASTERLY LINE OF SECTION 32 AS BEING SOUTH 00°37'40" EAST.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N34°55'35"E	61.88'
L2	N18°54'12"W	15.18'
L3	N20°50'28"E	19.43'
L4	N84°06'46"E	28.32'
L5	N68°57'14"E	15.62'
L6	S58°24'57"E	25.18'
L7	N55°18'14"E	8.56'
L8	N13°10'19"W	32.91'
L9	N36°39'51"E	34.00'
L10	S70°33'29"E	44.46'
L11	N27°50'38"E	18.26'
L12	S56°51'20"E	15.13'
L13	S28°37'23"E	12.29'
L14	N53°18'40"E	41.02'
L15	N74°08'04"E	13.42'
L16	N79°55'35"E	21.13'
L17	N52°43'06"E	10.35'
L18	N53°18'51"E	18.64'
L19	N61°26'08"E	29.90'
L20	N64°32'41"E	31.81'
L21	N21°36'58"E	18.54'
L22	N77°44'05"E	33.92'
L23	S71°04'49"E	9.48'

LINE TABLE		
LINE	BEARING	LENGTH
L24	S46°59'47"E	14.72'
L25	N18°21'30"E	26.79'
L26	N50°52'41"E	50.30'
L27	S46°24'45"E	9.19'
L28	S18°28'55"W	23.36'
L29	S73°13'33"E	6.73'
L30	N74°25'19"E	16.97'
L31	S61°29'23"E	24.53'
L32	S15°27'46"W	18.94'
L33	S70°28'38"E	28.39'
L34	S08°58'20"W	30.77'
L35	N52°55'20"E	49.54'
L36	S01°09'57"E	44.51'
L37	S30°22'50"E	63.94'
L38	S35°53'14"E	36.21'
L39	S85°08'55"E	8.95'
L40	S23°32'49"W	21.75'
L41	S52°00'29"W	28.95'
L42	S76°20'08"W	22.27'
L43	S46°28'23"W	24.22'
L44	S01°03'31"W	17.05'
L45	S52°44'56"E	25.59'
L46	S01°01'14"E	12.35'

LINE TABLE		
LINE	BEARING	LENGTH
L47	S37°01'58"W	19.08'
L48	S49°24'19"W	25.39'
L49	S49°28'26"W	21.09'
L50	S37°16'56"E	13.23'
L51	S00°36'05"E	53.01'
L60	S30°35'15"E	15.22'
L61	N10°19'19"W	35.24'
L62	N55°24'27"E	19.38'
L63	S72°56'41"E	21.47'
L64	N45°44'11"E	16.45'
L65	N37°22'47"W	13.00'
L66	N16°39'06"E	36.61'
L67	N26°16'19"W	32.31'
L68	N10°35'28"E	28.99'
L69	N43°01'08"W	15.80'
L70	N17°38'57"E	31.28'
L71	S89°14'42"E	12.82'
L72	N00°35'48"W	15.53'
L73	N60°25'32"E	21.17'
L74	S33°34'12"E	47.83'
L75	S34°52'35"E	151.59'
L76	S37°40'50"E	26.76'
L77	N71°17'38"E	12.80'

LINE TABLE		
LINE	BEARING	LENGTH
L78	S40°30'14"E	16.83'
L79	S57°10'13"W	17.53'
L80	S15°29'10"E	24.41'
L81	S21°55'59"E	26.50'
L82	S17°00'03"E	17.12'
L83	S11°24'33"E	3.49'
L84	N40°39'39"E	27.38'
L85	N39°19'04"E	9.07'
L86	S40°18'18"E	38.19'
L87	S35°53'13"W	33.66'
L88	N53°49'30"W	23.30'
L89	N33°16'35"W	17.76'



DATE: APRIL 19, 2006 SCALE: 1"=100'

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550



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

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

April 19, 2006  
File No. 118E-39

Work Order No. 06-084.00  
Las Calinas

### CONSERVATION EASEMENT "A2"

A portion of Section 28, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of said Section 28, said point also being the Northwesterly corner of Kensington Unit Two, as recorded in Map Book 53, pages 89 through 107 of the Public Records of said county; thence North 88°39'12" East, along the Southerly line of said Section 28 and along the Northerly line of said Kensington Unit Two and its Easterly prolongation thereof, 2093.28 feet; thence North 19°39'52" West, departing said Southerly line and said Easterly prolongation of the Northerly line of Kensington Unit Two, a distance of 553.46 feet to the Point of Beginning.

From said Point of Beginning, thence South 88°39'12" West, 401.00 feet; thence North 02°37'45" West, 46.75 feet; thence North 14°42'32" West, 69.98 feet; thence North 19°07'44" West, 36.46 feet; thence South 74°41'14" East, 56.89 feet; thence North 73°20'53" East, 68.73 feet; thence North 65°39'59" East, 74.28 feet; thence North 06°31'08" East, 33.07 feet; thence North 06°54'17" East, 52.31 feet; thence North 13°22'16" West, 67.03 feet; thence North 12°52'04" West, 40.64 feet; thence North 27°47'13" West, 56.39 feet; thence North 21°43'55" East, 45.92 feet; thence North 28°59'45" West, 23.58 feet; thence North 82°37'10" West, 58.36 feet; thence North 08°24'29" West, 94.26 feet; thence North 04°13'25" West, 79.67 feet; thence North 18°20'28" West, 12.79 feet; thence North 08°07'48" West, 79.58 feet; thence North 05°21'03" East, 42.51 feet; thence North 80°06'28" West, 25.69 feet; thence North 58°04'59" West, 75.94 feet; thence North 48°16'16" West, 56.23 feet; thence North 54°36'15" West, 36.30 feet; thence North 08°21'42" West, 43.34 feet; thence North 15°23'17" East, 28.27 feet; thence South 74°27'51" West, 39.95 feet; thence North 12°32'54" West, 12.49 feet; thence North 09°16'53" West, 17.88 feet; thence South 62°30'31" East, 26.20 feet; thence North 77°42'53" East, 28.56 feet; thence North 51°15'34" East, 42.56 feet; thence South 80°56'39" West, 45.29 feet; thence North 26°51'22" West, 47.10 feet; thence North 09°30'06" West, 44.86 feet; thence South 67°50'14" West, 35.43 feet; thence North 00°12'23" West, 12.69 feet; thence North 37°42'25" East, 19.07 feet; thence North 69°01'17" East, 132.48 feet; thence North 16°54'03" West, 69.59 feet; thence North 27°27'31" West, 58.57 feet; thence North 45°55'23" East, 33.15 feet; thence North 23°49'27" West, 28.86 feet; thence South 54°40'18" West, 23.79 feet; thence North 22°53'29" West, 72.91 feet; thence North 30°33'57" West, 54.67 feet; thence North 46°10'45" West, 26.10 feet; thence North

38°55'37" West, 29.47 feet; thence North 05°14'18" West, 81.21 feet; thence North 29°59'56" East, 34.43 feet; thence North 75°16'53" East, 64.87 feet; thence North 55°09'05" West, 21.12 feet; thence North 00°25'15" East, 84.44 feet; thence North 36°10'16" West, 38.67 feet; thence North 51°14'59" East, 42.52 feet; thence North 43°57'13" East, 20.06 feet; thence North 64°43'44" East, 18.73 feet; thence South 08°41'41" East, 68.22 feet; thence South 46°43'34" East, 320.92 feet; thence South 16°42'41" East, 1270.16 feet; thence South 28°19'23" West, 240.68 feet; thence South 19°39'52" East, 45.06 feet to the Point of Beginning.

Containing 12.93 acres, more or less.

## SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

**BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT**

**NOTES:**

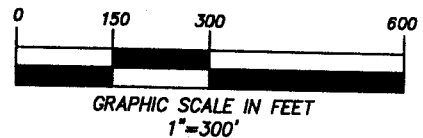
**1) THIS IS NOT A SURVEY.**

2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 28 AS BEING NORTH 88°39'36" EAST.

**SHEET 1 OF 3**

## LEGEND

**ESMT. EASEMENT**



**-Proposed Palencia-  
North Phase 1**

**SHEET 3**

**SHEET 2**

CONSERVATION  
EASEMENT "A2"  
12.93 ACRES±

**POINT OF BEGINNING-  
CONSERVATION ESMT. "A2"  
12.93 ACRES±**

N19°39'52"N  
553.46'

**POINT OF REFERENCE**  
SOUTHWESTERLY CORNER  
OF SECTION 28 AND THE  
NORTHWESTERLY CORNER  
OF KENSINGTON UNIT TWO

N88°39'12"E

2093.28'

S'LY LINE OF SECTION 28

E'LY PROLONGATION OF THE N'LY-  
LINE OF KENSINGTON UNIT TWO

N'LY LINE OF  
KENSINGTON  
UNIT TWO

KENSINGTON UNIT TWO  
MAP BOOK 53, PGS. 89-107



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Robert M. Angas Associates, inc.**

**LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924**

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE: APRIL 19, 2006

SCALE: 1"=300'

JOSEPH L. REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA L.S. No. 5517

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

SHEET 2 OF 3



GRAPHIC SCALE IN FEET

1"=100'

MATCHLINE SEE SHEET 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°37'45"W	46.75'
L2	N14°42'32"W	69.98'
L3	N19°07'44"W	36.46'
L4	S74°41'14"E	56.89'
L5	N73°20'53"E	68.73'
L6	N65°39'59"E	74.28'
L7	N06°31'08"E	33.07'
L8	N06°54'17"E	52.31'
L9	N13°22'16"W	67.03'
L10	N12°52'04"W	40.64'
L11	N27°47'13"W	56.39'
L12	N21°43'55"E	45.92'
L13	N28°59'45"W	23.58'
L14	N82°37'10"W	58.36'
L15	N08°24'29"W	94.26'
L16	N04°13'25"W	79.67'
L17	N18°20'28"W	12.79'
L18	N08°07'48"W	79.58'
L19	N05°21'03"E	42.51'
L20	N80°06'28"W	25.69'
L21	N58°04'59"W	75.94'
L22	N48°16'16"W	56.23'



CONSERVATION  
EASEMENT "A2"  
12.93 ACRES±

## LEGEND

L1 TABULATED LINE DATA

SECTION 29

SECTION 28

SECTION 32

SECTION 33

KENSINGTON UNIT TWO  
MAP BOOK 53, PGS. 89-107

DATE: APRIL 19, 2006

SCALE: 1"=100'

POINT OF BEGINNING  
CONSERVATION EASEMENT "A2"  
12.93 ACRES±

### NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 28 AS BEING NORTH 88°39'36" EAST.

POINT OF REFERENCE  
SOUTHWESTERLY CORNER  
OF SECTION 28 AND THE  
NORTHWESTERLY CORNER  
OF KENSINGTON UNIT TWO

N88°39'12"E

2093.28'

S'LY LINE OF SECTION 28

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550

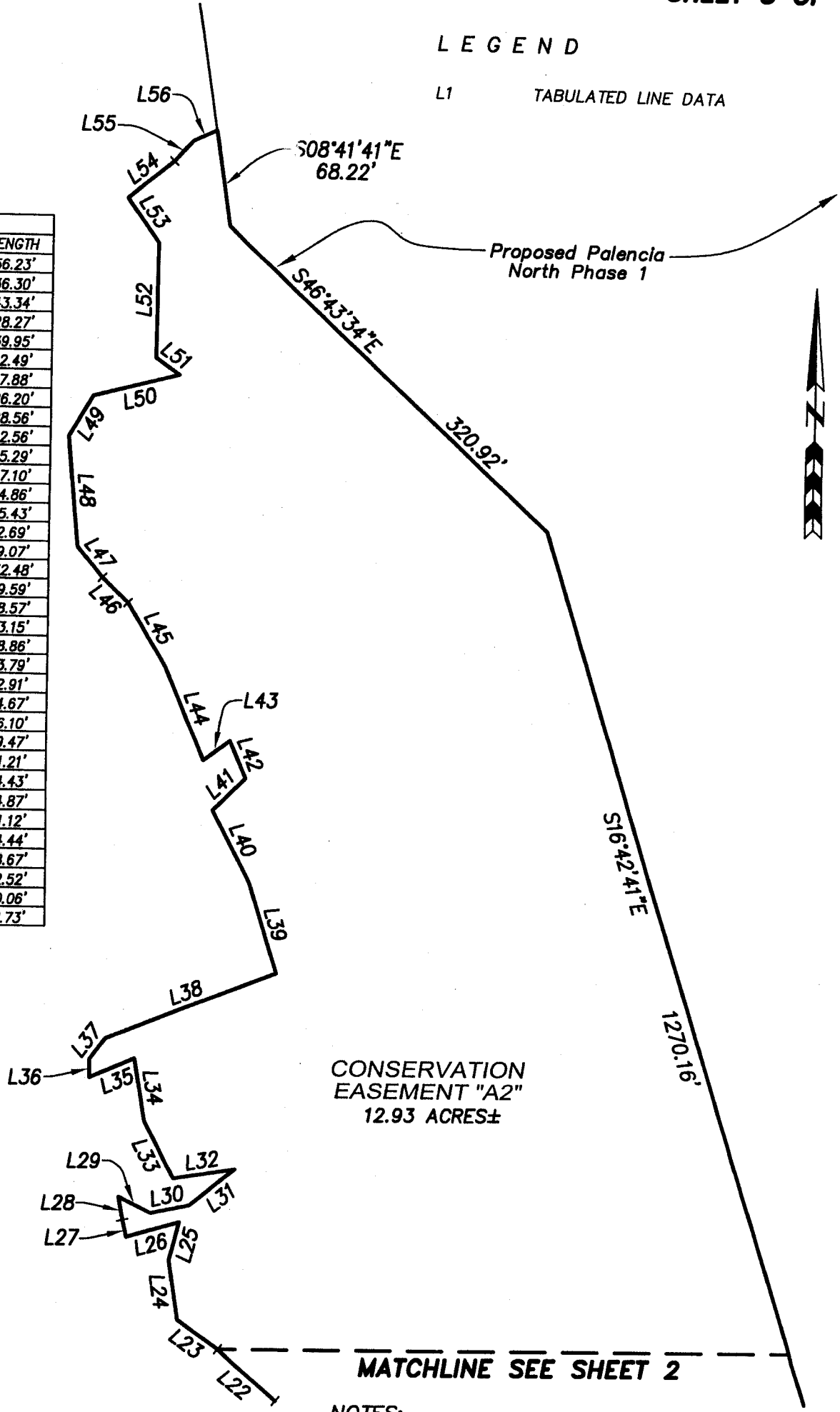
**SKETCH TO ACCOMPANY DESCRIPTION**  
A PORTION OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

**SHEET 3 OF 3**

**LEGEND**

L1 TABULATED LINE DATA

LINE TABLE		
LINE	BEARING	LENGTH
L22	N48°16'16"W	56.23'
L23	N54°36'15"W	36.30'
L24	N08°21'42"W	43.34'
L25	N15°23'17"E	28.27'
L26	S74°27'51"W	39.95'
L27	N12°32'54"W	12.49'
L28	N09°16'53"W	17.88'
L29	S62°30'31"E	26.20'
L30	N77°42'53"E	28.56'
L31	N51°15'34"E	42.56'
L32	S80°56'39"W	45.29'
L33	N26°51'22"W	47.10'
L34	N09°30'06"W	44.86'
L35	S67°50'14"W	35.43'
L36	N00°12'23"W	12.69'
L37	N37°42'25"E	19.07'
L38	N69°01'17"E	132.48'
L39	N16°54'03"W	69.59'
L40	N27°27'31"W	58.57'
L41	N45°55'23"E	33.15'
L42	N23°49'27"W	28.86'
L43	S54°40'18"W	23.79'
L44	N22°53'29"W	72.91'
L45	N30°33'57"W	54.67'
L46	N46°10'45"W	26.10'
L47	N38°55'37"W	29.47'
L48	N05°14'18"W	81.21'
L49	N29°59'56"E	34.43'
L50	N75°16'53"E	64.87'
L51	N55°09'05"W	21.12'
L52	N00°25'15"E	84.44'
L53	N36°10'16"W	38.67'
L54	N51°14'59"E	42.52'
L55	N43°57'13"E	20.06'
L56	N64°43'44"E	18.73'

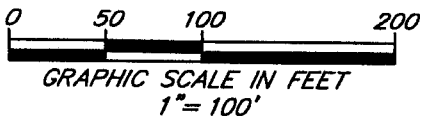


CONSERVATION  
EASEMENT "A2"  
12.93 ACRES±

**MATCHLINE SEE SHEET 2**

**NOTES:**

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 28 AS BEING NORTH 88°39'36" EAST.



DATE: APRIL 19, 2006

SCALE: 1"=100'

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550



2



## St. Johns County Board of County Commissioners

Growth Management | Development Review Division

April 16, 2010

Mr. Chris Favre  
North Florida Engineering Services, Inc  
263 River Hills Drive  
Jacksonville, FL 32216

Dear Mr. Favre:

Re: Small Adjustment to Planned Unit Development Ordinance Number 2005-109, as amended,  
known as Las Calinas PUD (PUD File Number PUD 2005-32)

The Planning Division application dated January 28, 2010 (File Number SMADJ 2010-01) requests a Small Adjustment to the Las Calinas PUD, as approved by Ordinance 2005-109, as amended. The purpose of this request is to modify internal configuration of some residential pods and change some lot sizes to 50' and 60'; relocate recreation areas; and add open space and recreation ponds.

After reviewing the submitted information, the Planning Division has determined that the request may be approved as a Small Adjustment to the PUD pursuant to Sections 5.03.05.A of the St. Johns County Land Development Code. The Planning Division finds that each of the following conditions has been met:

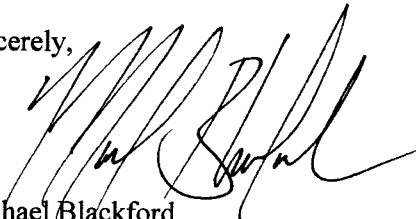
1. The changes are in accordance with all applicable regulations currently in effect and the PUD regulations of this Code;
2. The changes do not reduce the number of parking spaces, below that which is required for the Uses within the PUD by more than two percent (2%);
3. The changes do not reduce the amount of open space/recreation area or change the location of open space/recreation area;
4. The changes do not change the location, number, or type of pedestrian or vehicular accesses;
5. The changes do not increase the Structure height;
6. The changes do not decrease any required Yards;
7. The changes do not increase the traffic generation more than two percent (2%); and
8. The changes are not determined to be a Minor Modification or Major Modification under the provisions of this section.

Accordingly, this letter serves as approval of the requested Small Adjustment to the Las Calinas PUD, approved by Ordinance No. 2005-109, as amended, specifically allowing and limited to the following:

**The Master Development Plan Map is revised to modify internal configuration of some residential pods and change some lot sizes to 50' and 60'; relocate small recreation areas; and add open space and recreation ponds.**

All other terms and provisions of the Las Calinas PUD Ordinance 2005-109, as amended, shall remain applicable to this Development Project, unless otherwise modified pursuant to Section 5.03.05 of the Land Development Code. In order for this Small Adjustment to be effective, and pursuant to Section 5.03.05.E of the Land Development Code, this letter must be recorded with the Clerk of the Circuit Court of St. Johns County.

Sincerely,



Michael Blackford  
Planning & Zoning Manager



## St. Johns County Board of County Commissioners

Growth Management | Development Review Division

December 03, 2009

Mr. Chris Favre  
North Florida Engineering Services, Inc  
263 River Hills Drive  
Jacksonville, FL 32216

Dear Mr. Favre:

Re: Small Adjustment to Planned Unit Development Ordinance Number 2005-109, as amended, known as Las Calinas PUD (PUD File Number PUD 2005-32)

The Planning Division application dated February 27, 2008 (File Number SMADJ 2008-12) requests a Small Adjustment to the Las Calinas PUD, as approved by Ordinance 2005-109, as amended. The purpose of this request is to change 80' lots to 53' lots near roadway that connects to Kensington and remove lots in Unit 2

After reviewing the submitted information, the Planning Division has determined that the request may be approved as a Small Adjustment to the PUD pursuant to Sections 5.03.05.A of the St. Johns County Land Development Code. The Planning Division finds that each of the following conditions has been met:

1. The changes are in accordance with all applicable regulations currently in effect and the PUD regulations of this Code;
2. The changes do not reduce the number of parking spaces, below that which is required for the Uses within the PUD by more than two percent (2%);
3. The changes do not reduce the amount of open space/recreation area or change the location of open space/recreation area;
4. The changes do not change the location, number, or type of pedestrian or vehicular accesses;
5. The changes do not increase the Structure height;
6. The changes do not decrease any required Yards;
7. The changes do not increase the traffic generation more than two percent (2%); and
8. The changes are not determined to be a Minor Modification or Major Modification under the provisions of this section.

Accordingly, this letter serves as approval of the requested Small Adjustment to the Anderson Greenbriar PUD, approved by Ordinance No. 2005-109, as amended, specifically allowing and limited to the following:

**The Master Development Plan Map is revised to change 80' lots to 53' lots near roadway that connects to Kensington and remove lots in Unit 2.**

All other terms and provisions of the Las Calinas PUD Ordinance 2005-109, as amended, shall remain applicable to this Development Project, unless otherwise modified pursuant to Section 5.03.05 of the Land Development Code. In order for this Small Adjustment to be effective, and pursuant to Section 5.03.05.E of the Land Development Code, this letter must be recorded with the Clerk of the Circuit Court of St. Johns County.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Roberson". The signature is fluid and cursive, with the first name "Michael" being the most prominent part.

Michael J. Roberson  
Planner I

2  
⑤

ORDINANCE NUMBER: 2007- 82

AN ORDINANCE OF THE COUNTY  
OF ST. JOHNS, STATE OF FLORIDA  
APPROVING A MAJOR  
MODIFICATION TO THE LAS  
CALINAS PLANNED RURAL  
DEVELOPMENT (PRD) ORDINANCE  
NUMBER 2005-106 MAKING  
FINDINGS OF FACT; REQUIRING  
RECORDATION; AND PROVIDING  
FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS  
COUNTY, FLORIDA:

WHEREAS St. Johns County, Florida, the owners of lands described herein, and incorporated by  
reference as Exhibit "A" (legal description) and as part of the overall Las Calinas PRD, filed an  
application, incorporated by reference as File Number MAJMOD 2007-15 for a Major  
Modification to the Las Calinas PRD Ordinance 2005-106, dated May 21, 2007, as described  
hereinafter, and after required notice was published, a public hearing was held on the 30<sup>th</sup> day of  
October, at 9:00AM on said application.

SECTION 1. That development of lands within the Las Calinas PRD shall proceed in  
accordance with Ordinance 2005-106, including the Application for Major Modification dated  
May 21, 2007 and attached hereto and made a part hereof.

SECTION 2. That the need and justification for modification of the Las Calinas PRD has been  
considered in accordance with Section 5.03.05.C of the St. Johns County Land Development  
Code and the St. Johns County Comprehensive Plan, whereby:

1. The request for a Major Modification has been fully considered after public hearing  
with legal notice duly published as required by law.
2. As modified, the Las Calinas PRD is consistent with the goals, policies and objectives  
of the 2015 St. Johns County Comprehensive Plan.
3. As modified, the Las Calinas PRD is consistent with Part 5.03.05.C of the St. Johns  
County Land Development Code, which provides conditions for Major Modifications  
to approved PRDs.
4. As modified, the Las Calinas PRD is consistent with Part 5.04.00 of the St. Johns  
County Land Development Code, which provides standards for Planned Rural  
Developments.
5. The Master Development Plan Map and Text for the Las Calinas PRD meet all  
requirements of Section 5.04.02 of the St. Johns County Land Development Code.
6. As modified, the Las Calinas PRD does not adversely affect the orderly development  
of St. Johns County and is compatible and consistent with the development trends of  
the surrounding area.

Ja. Ret. y King  
M+R

**SECTION 3.** That all other provisions of Ordinance 2005-106, not in conflict with the provisions of this ordinance shall remain in full force and effect.


**SECTION 4.** Except to the extent that they conflict with specific provisions of the approved development plan or the PRD Ordinance, all building code, zoning ordinance, and other land use and development regulations of St. Johns County, including, without limitation, the Concurrency Management Ordinance and the St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development, ~~except modification to approved development plans by variance or special use shall be prohibited except where allowed by the Land Development Code.~~ Notwithstanding any provision of this ordinance, no portion of any impact fee ordinance, concurrency provision, building code, comprehensive plan or any non Land Development Code ordinance or regulation shall be deemed waived or varied by any provision herein.

**SECTION 5.** That the terms of this modification to the Las Calinas PRD shall take effect immediately upon receipt of the Ordinance by the Secretary of State.

**SECTION 6.** This Ordinance shall be recorded in a book kept and maintained by the Clerk of the Board of County Commissioners of St. Johns County, Florida, in accordance with Section 125.68, Florida Statutes.

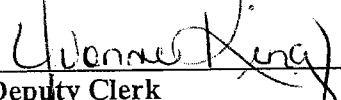
**PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA THIS** 30<sup>th</sup> **DAY OF** October **2007.**

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

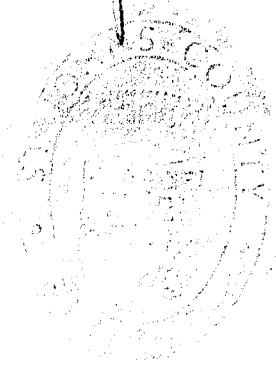
**BY:**   
**Ben Rich**  
**Chairman**

**RENDITION DATE** 11/02/07

**ATTEST: CHERYL STRICKLAND, CLERK**

**BY:**   
**Deputy Clerk**

**EFFECTIVE  
DATE:** 11/08/07



## Exhibit "A"

Las Calinas PRD  
Legal Description

A portion of fractional Section 28, a portion of Section 29, a portion of fractional Section 30, all lying in Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the corner common to Sections 18, 20, 28 and 30 of said Township 6 South and Range 29 East; thence North 80° 06' 46" East, along the Northerly line of said Section 28, a distance of 5291.00 feet to the corner common to Sections 20, 21, 28 and 29 of said Township and Range; thence continue North 05° 05' 44" East, along the Northerly line of said Section 28, a distance of 518.11 feet; thence South 05° 11' 25" East, departing said Northerly line of said Section 28, a distance of 1511.06 feet; thence South 70° 44' 06" West, 551.17 feet; thence South 51° 12' 53" West, 450.01 feet; thence South 02° 17' 43" East, 487.11 feet; thence South 74° 29' 21" West, 122.30 feet; thence South 73° 04' 02" East, 641.14 feet; thence South 30° 45' 00" West, 162.24 feet; thence South 77° 57' 28" West, 311.63 feet; thence South 19° 45' 46" West, 181.57 feet; thence South 19° 45' 06" East, 181.53 feet; thence South 52° 16' 18" West, 286.46 feet; thence South 20° 06' 55" East, 714.25 feet to a point on a curve concave Northerly, having a radius of 546.06 feet; thence Southwesterly along the arc of said curve, through a central angle of 20° 06' 55", an arc length of 186.80 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 67° 30' 00" West, 181.63 feet; thence West, 581.25 feet to the point of curvature of a curve concave Southwesterly, having a radius of 482.00 feet; thence Southwesterly along said arc through a central angle of 45° 20' 00", an arc length of 307.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 67° 30' 00" West, 322.67 feet; thence South 45° 20' 00" West, 11.63 feet to the point of curvature of a curve concave Northerly, having a radius of 782.00 feet; thence Southwesterly along the arc of said curve through a central angle of 41° 22' 28", an arc length of 584.28 feet, said arc being subtended by a chord bearing and distance of South 67° 17' 13" West, 571.63 feet; thence South 67° 17' 13" West, 571.63 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 74° 01' 13" West, 722.13 feet; thence South 67° 17' 13" West, 571.63 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1042.00 feet; thence Southwesterly along the arc of said curve through a central angle of 25° 22' 28", an arc length of 723.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 74° 01' 13" West, 722.13 feet; thence South 67° 17' 13" West, 571.63 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1042.00 feet, through a central angle of 21° 25' 42", an arc length of 388.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 46° 06' 36" West, 328.80 feet; thence Southwesterly along the arc of a curve concave Northerly, having a radius of 1042.00 feet, through a central angle of 21° 25' 42", an arc length of 388.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 46° 06' 36" West, 328.80 feet; thence South 04° 45' 54" East, 82.78 feet to its intersection with the Northerly right of way line of U.S. Highway No. 1, a 120 foot right of way as presently established; thence North 17° 53' 18" West, along said Northerly right of way line of U.S. Highway No. 1, a distance of 4805.28 feet; thence North 78° 29' 53" East, departing said Northerly right of way line, 671.02 feet to its intersection with the line dividing Government Lots 1 and 2, said Section 30 of said Township and Range, said intersection point being on the former Northerly right of way line of Old Dixie Highway, a 30 foot right of way abandoned per St. Johns County Resolution Number 25-197; thence North 83° 57' 43" East, along said dividing line of Government Lots 1 and 2, a distance of 11.81 feet to its intersection with the former Easterly right of way line of said Old Dixie Highway; thence North 36° 48' 46" West, along said former Easterly right of way line, 22.30 feet to a point being on the Southerly right of way line of Pine Island Road, a 60 foot right of way as depicted on survey map by Robert M. Ayres Associates, Inc., File No. C336-1, dated September 1985, last revised July 14, 1988, said point also being a point on a curve concave Southwesterly, having a radius of 745.00 feet; thence Southwesterly along said Southerly right of way line and along the arc of said curve to a point on said curve and to its intersection with said dividing line of Government Lots 1 and 2, said arc having the following elements per document of record: a central angle of 15° 17' 46", an arc length of 42.40 feet and a chord bearing and distance of South 70° 53' 29" East, 63.21 feet, said chord bearing and distance being South 70° 48' 54" East, 65.04 feet, by field measure; thence North 88° 55' 15" East, departing said Southerly right of way line of Pine Island Road and along said Northerly right of way line, 121.84 feet to a point being on the Northerly right of way line of said Pine Island Road; thence North 81° 33' 08" West, departing said dividing line and along said Northerly right of way line, 86.00 feet to a point being on a non-tangent curve concave Southwesterly, having a radius of 325.00 feet; thence Northwesterly continuing along said Northerly right of way line and along the arc of said curve to a point being on said curved Northerly right of way line, said arc having the following elements per document of record: a central angle of 20° 25' 28", an arc length of 108.26 feet, said arc being subtended by a chord bearing and distance of North 71° 41' 43" West, 107.71 feet, said chord bearing and distance being North 71° 41' 57" West, 107.71 feet, by field measure; thence Northwesterly along the arc of a curve concave Northerly to a point being on said Easterly right of way line of Old Dixie Highway, (also known as John Anderson Highway), a 30 foot right of way as depicted on said survey map by Robert M. Ayres Associates, Inc., last revised July 14, 1988, said arc having the following elements per document of record: a radius of 100.00 feet, a central angle of 50° 10' 06", an arc length of 87.58 feet and a chord bearing and distance of North 56° 46' 58" West, 84.78 feet, said chord bearing and distance being North 56° 46' 54" West, 84.78 feet, by field measure; thence Northwesterly continuing along said Easterly right of way line of Old Dixie Highway the following measure: North 31° 41' 46" West, 316.65 feet; North 13° 13' 25" West, 200.29 feet; North 13° 47' 45" West, 420.00 feet; North 13° 13' 25" West, 274.44 feet to a point being on a non-tangent curve concave Easterly, having a radius of 171.23 feet; thence Northwesterly continuing along said Easterly right of way line and along the arc of said curve to its intersection with the Northerly line of said Section 30, said arc having the following elements per document of record: a central angle of 67° 51' 13", an arc length of 733.58 feet and a chord bearing and distance of North 25° 17' 58" West, 233.58 feet, said chord bearing and distance being North 25° 17' 54" West, 233.58 feet, by field measure; thence North 28° 45' 25" East, departing said Easterly right of way line and along said Northerly line, 741.02 feet to the Point of Beginning.

Less and Except portions of Pine Island Road, a 60 foot right of way by Deed Book 182, page 353, of said public records of St. Johns County, Florida, together with those portions of Pine Island Road, the width of which being variable as determined by field measure of apparent county maintenance.

Containing 578.25 acres, more or less.

**WRITTEN DESCRIPTION OF CHANGES**  
**LAS CALINAS PRD ORDINANCE 2005-106**

This application for a major modification to the Las Calinas PRD is being filed to allow construction of a fire station within a 1.50-acre tract currently designated as Reserve Area. The 1.50-acre site is contiguous to a 1.25-acre tract that is shown on the MDP but not part of the PRD. The entire 2.75-acre site is owned by St. Johns County.

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The Las Calinas PRD Ordinance 2005-106 recorded in Ordinance Book 38 Page 595 is hereby amended as follows:

Ordinance 2005-106 - Add the following language to Section 4b, Page 12:

4. Parks/Recreation/Open Space:

b. *Reserve Area Recreation/Open Space.* The Reserve Area will provide for the private recreational needs of the residents. The Reserve Area will provide permanent open space to permit agricultural uses to continue. In addition, a Greenway system will be provided along the northerly boundary of the project that will interconnect with the Greenway system provided by the adjacent Nocatee DRI.

A 1.50 acre parcel of the Reserve Area is proposed to be used for construction of a fire station. The 1.50 parcel is contiguous to a 1.25 parcel that was labeled in the MDP as "Future Site for Fire/EMS Station" but excluded from the PRD. Access to the fire station is proposed to be allowed by an access easement granted to St. Johns County by the property owner attached as Exhibit "A". Neighborhood Public Service and Emergency Services Uses shall be allowed within the Reserve Area upon approval of this modification for construction of the 2.75-acre fire station and infrastructure associated with the construction.

Ordinance 2005-106 - Add the following language to Section 6, Page 12:

6. Fire/EMS Protection:

Fire and Emergency Medical Services shall be provided by St. Johns County and shall be in compliance with the LDC. The Developer has committed to convey a 1.25 acre site to St. Johns County in the area shown on the MDP Map and labeled as the "Future Site for Fire/EMS Station". The location of the site is shown on the MDP but is not part of the PRD.

The 1.50-acre site has been conveyed to St. Johns County for construction of the Fire/EMS Station. The 1.50-acre site is contiguous to the 1.25-acre site owned by St. Johns County that is labeled as the "Future Site for Fire/EMS Station" in the MDP but not part of the PRD. This modification shall allow the development of a 2.75-acre fire station facility and associated infrastructure.





(2)

**ST. JOHNS COUNTY, FLORIDA**  
**Board of County Commissioners**

Growth Management Services  
Planning Division

P.O. Drawer 349  
Saint Augustine, FL  
32095-0349



PHONE (904) 823-2480  
FAX (904) 823-2498

July 2, 2007

Kevin Troup  
Pine Island Timber and Investments  
1914 Art Museum Drive  
Jacksonville, FL 32207

Mike Madigan  
England-Thims & Miller, Inc.  
14775 Old St. Augustine Road  
Jacksonville, FL 32258

Re: Small Adjustment to Planned Unit Development Ordinance Number 2005-109, known as  
Las Calinas PUD (PUD File Number 2005-32).

Dear Mr. Troup,

The Planning Division application dated April 24, 2007 (File Number SMADJ 2007-32) requests a Small Adjustment to the Las Calinas PUD, as approved by Ordinance 2005-109. The purpose of this request is for the addition of a recreational pond.

After reviewing the submitted information, the Planning Division has determined that the request may be approved as a Small Adjustment to the PUD pursuant to Sections 5.03.05.A of the St. Johns County Land Development Code. The Planning Division finds that each of the following conditions are met:

1. The changes are in accordance with all applicable regulations currently in effect and the PUD regulations of this Code;
2. The changes do not reduce the number of parking spaces, below that which is required for the Uses within the PUD by more than two percent (2%);
3. The changes do not reduce the amount of open space/recreation area or change the location of open space/recreation area;
4. The changes do not change the location, number, or type of pedestrian or vehicular accesses;
5. The changes do not increase the Structure height;

6. The changes do not decrease any required Yards for the entire PUD;
7. The changes do not increase the traffic generation more than two percent (2%);  
and
8. The changes are not determined to be a Minor Modification or Major Modification under the provisions of this section. In addition Section 5.03.05.B.8 of the Land Development Code provides that decreases of required front yards 10% or less is not a Minor Modification.

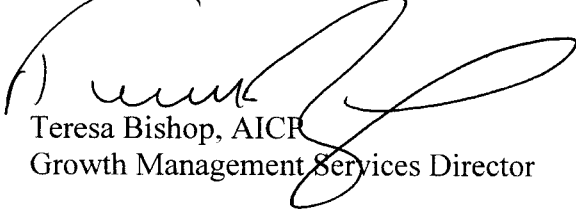
Accordingly, this letter serves as approval of the requested Small Adjustment to the Las Calinas PUD, approved by Ordinance No. 2005-109, as amended, specifically allowing and limited to the following:

- The Planned Unit Development (PUD) Master Development Plan (MDP) shall be modified to as follows:

**To allow the additional of a recreational pond.**

All other terms and provisions of the Las Calinas PUD, Ordinance 2005-109, as amended, shall remain applicable to this Development Project, unless otherwise modified pursuant to Section 5.03.05 of the Land Development Code. In order for this Small Adjustment to be effective, and pursuant to Section 5.03.05.E of the Land Development Code, this letter must be recorded with the Clerk of the Circuit Court of St. Johns County.

Sincerely,



Teresa Bishop, AICP  
Growth Management Services Director

cc: Rosemary Yeoman, Zoning Administrator

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**ST. JOHNS COUNTY, FLORIDA**  
**Board of County Commissioners**

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Growth Management Services  
Planning Division

P.O. Drawer 349  
Saint Augustine, FL  
32095-0349



PHONE (904) 823-2480  
FAX (904) 823-2498

September 20, 2006

Mr. Don Smith  
England, Thims and Miller  
14775 St. Augustine Road  
Jacksonville, Florida 32258

Re: Small Adjustment to Planned Unit Development Ordinance Number 2005-109, known as Las Calinas PUD (PUD File Number 2005-32).

Dear Mr. Smith:

The Planning Division application dated August 15, 2006 (File Number SMADJ 2006-77) requests a Small Adjustment to the Las Calinas PUD, as approved by Ordinance 2005-109. The purpose of this request is to increase buffers and revise buffer calculations, remove the proposed lift station and adjust the location of courts within the recreation area.

After reviewing the submitted information, the Planning Division has determined that the request may be approved as a Small Adjustment to the PUD pursuant to Sections 5.03.05.A of the St. Johns County Land Development Code. The Planning Division finds that each of the following conditions are met:

1. The changes are in accordance with all applicable regulations currently in effect and the PUD regulations of this Code;
2. The changes do not reduce the number of parking spaces, below that which is required for the Uses within the PUD by more than two percent (2%);
3. The changes do not reduce the amount of open space/recreation area or change the location of open space/recreation area;
4. The changes do not change the location, number, or type of pedestrian or vehicular accesses;
5. The changes do not increase the Structure height;
6. The changes do not decrease any required Yards for the entire PUD;
7. The changes do not increase the traffic generation more than two percent (2%); and

8. The changes are not determined to be a Minor Modification or Major Modification under the provisions of this section. In addition Section 5.03.05.B.8 of the Land Development Code provides that decreases of required front yards 10% or less is not a Minor Modification.

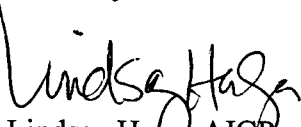
Accordingly, this letter serves as approval of the requested Small Adjustment to the Las Calinas PUD, approved by Ordinance No. 2005-109, as amended, specifically allowing and limited to the following:

- The Planned Unit Development (PUD) Master Development Plan (MDP) shall be modified to as follows:

**To revise the buffer locations and calculations, remove the lift station site and adjust the court locations within the recreation area.**

All other terms and provisions of the Las Calinas PUD, Ordinance 2005-109, as amended, shall remain applicable to this Development Project, unless otherwise modified pursuant to Section 5.03.05 of the Land Development Code. In order for this Small Adjustment to be effective, and pursuant to Section 5.03.05.E of the Land Development Code, this letter must be recorded with the Clerk of the Circuit Court of St. Johns County.

Sincerely,



Lindsay Haga, AICP  
Chief Planner

cc: Rosemary Yeoman, Zoning Administrator

19  
  
ORDINANCE NUMBER: 2005-109

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, REZONING LANDS AS DESCRIBED HEREINAFTER FROM PLANNED RURAL DEVELOPMENT (PRD) TO PUD (PLANNED UNIT DEVELOPMENT); PROVIDING FINDINGS OF FACT; PROVIDING A SAVINGS CLAUSE; REQUIRING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

WHEREAS, the development of the lands within this Planned Unit Development shall proceed in accordance with the PUD application, dated August 16, 2005, in addition to supporting documents and statements from the applicant which are a part of Zoning File PUD 2005-32 Las Calinas PUD, as approved by the Board of County Commissioners, and incorporated by reference into and made part hereof this Ordinance. In the case of conflict between the application, the supporting documents, and the below described special provisions of this Ordinance, the below described provisions shall prevail.

SECTION 1. Findings of Fact: that the need and justification for approval of the Las Calinas PUD has been considered in accordance with the St. Johns County Comprehensive Plan and the St. Johns County Land Development Code and, whereby, it is found that:

1. The request for Rezoning has been fully considered after public hearing with legal notice duly published as required by law.
2. The proposed project is consistent with the goals, policies and objectives of the 2015 St. Johns County Comprehensive Plan, specifically Goal A.1 of the Land Use Element related to effectively managed growth, the provision of diverse living opportunities and the creation of a sound economic base.
3. The request meets the standards and criteria of Part 5.03.02 of the Land Development Code with respect to (B) location, (C) minimum size, (D) compatibility, and (E) adequacy of facilities.
4. The request meets all requirements of applicable general zoning, subdivision and other regulations.
5. The Master Development Plan Text and Map for this project meet all requirements of Section 5.03.02(G) of the Land Development Code.
6. The proposed PUD meets all applicable Specific Standards of Section 5.03.03 of the St. Johns County Land Development Code.
7. The zoning district designation of Planned Unit Development (PUD) is consistent with the land uses

allowed in the land use designation of Residential B as depicted on the 2015 Future Land Use Map.

**SECTION 2.** Pursuant to this application File Number PUD 2005-32 Las Calinas, the zoning classification of the lands described within the legal description, Exhibit "A",

**is hereby changed to PUD.**

**SECTION 3.** To the extent they do not conflict with the specific provisions of this PUD Ordinance, all provisions of the Land Development Code as such may be amended from time to time shall be applicable to this development; except (a) that modification to this PUD by variance or special use shall be prohibited except where allowed by the Land Development Code; and except (b) to the degree that the development may qualify for vested rights in accordance with applicable ordinances and laws. Notwithstanding any provision of this ordinance, no portion of any impact fee ordinance, concurrency provision, building code, Comprehensive Plan or any non Land Development Code ordinance or regulation shall be deemed waived or varied by any provision herein.

**SECTION 4.** This Ordinance shall take effect immediately upon receipt of the Ordinance by the Secretary of State.

**SECTION 5.** This Ordinance shall be recorded in a book of land use regulation ordinances kept and maintained by the Clerk of the Court of St. Johns County in accordance with Section 125.68, Florida Statutes.

**SECTION 6.** Upon the effective date of this Ordinance, the zoning classification shall be recorded on the Zoning Atlas maintained in the Zoning Division of the St. Johns County Growth Management Services Department by the Director of Growth Management Services, or his designee.

**PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA THIS** 15<sup>th</sup> **DAY OF** November **2005.**

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

BY: James E. Bryant  
James E. Bryant  
Chairman

ATTEST: CHERYL STRICKLAND, CLERK

BY: Louenne King  
Deputy Clerk

RENDITION DATE 11/17/05

EFFECTIVE DATE: 11/22/05

# Las Calinas PUD Legal Description

A portion of fractional Section 28, a portion of Section 29, and a portion of Section 32, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 18, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 88° 08' 44" East, along the Northerly line of said Section 28, a distance of 5291.00 feet to the corner common to Sections 20, 21, 28 and 29 of said Township and Range; thence continue North 89° 00' 44" East, along the Northerly line of said Section 28, a distance of 518.11 feet; thence South 00° 32' 25" East, 1875.75 feet; thence South 48° 35' 01" East, 207.78 feet to the Point of Beginning.

From said Point of Beginning, thence South 74° 52' 04" East, 480.34 feet; thence South 08° 41' 41" East, 820.28 feet; thence South 48° 43' 34" East, 320.82 feet; thence South 16° 42' 41" East, 1270.18 feet; thence South 28° 18' 23" West, 240.88 feet; thence South 18° 39' 52" East, 598.52 feet to a point lying on the Northerly line of said Section 33; thence South 88° 38' 12" West, along said Northerly line, 2083.28 feet to the Northwest corner of said Section 33; thence South 00° 37' 40" East, along the Westerly line of said Section 33, a distance of 3475.43 feet to a point on a curve concave Southeast, having a radius of 591.00 feet; thence Southwesterly, departing said Westerly line of said Section 33 and along the arc of said curve, through a central angle of 47° 28' 47", an arc length of 488.92 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 75° 50' 03" West, 478.01 feet; thence South 52° 05' 10" West, 403.33 feet to its intersection with the Northeast, right of way line of U.S. Highway No. 1, a 150 foot right of way as presently established; thence North 37° 54' 50" West, along said Northeast, right of way line of U.S. Highway No. 1, a distance of 4788.88 feet to its intersection with the line dividing said Sections 29 and 32 of said Township and Range; thence North 37° 53' 18" West, continuing along said Northeast, right of way line, 107.32 feet; thence North 01° 40' 34" West, departing said Northeast, right of way line, 80.78 feet; thence North 51° 28' 54" East, 503.73 feet to the point of curvature of a curve concave Northwesterly, having a radius of 1040.00 feet; thence Northwesterly along the arc of said curve through a central angle of 21° 25' 42", an arc length of 388.98 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 40° 44' 03" East, 388.88 feet; thence Northwesterly along the arc of a curve concave Southeast, having a radius of 980.00 feet, through a central angle of 31° 58' 48", an arc length of 535.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 46° 00' 38" East, 528.90 feet; thence North 62° 00' 00" East, 186.54 feet to the point of curvature of a curve concave Southerly, having a radius of 1680.00 feet; thence Northwesterly along the arc of said curve through a central angle of 23° 22' 28", an arc length of 735.14 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 74° 41' 13" East, 728.15 feet; thence Northwesterly along the arc of a curve concave Northwesterly, having a radius of 790.00 feet, through a central angle of 42° 22' 28", an arc length of 584.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 68° 11' 13" East, 571.03 feet; thence North 45° 00' 00" East, 11.53 feet to the point of curvature of a curve concave Southerly, having a radius of 440.00 feet; thence Northwesterly along said arc, through a central angle of 45° 00' 00", an arc length of 361.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 87° 30' 00" East, 332.07 feet; thence Due East, 581.25 feet to the point of curvature of a curve concave Northwesterly, having a radius of 540.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 58° 15' 00", an arc length of 358.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 60° 22' 30" East, 533.87 feet; thence North 30° 45' 00" East, 1555.61 feet to the Point of Beginning.

Containing 413.78 acres, more or less.

A portion of Section 32, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of said Section 32; thence North 00° 37' 40" West, along the Westerly line of Section 33 said Township and Range, a distance of 418.81 feet to its intersection with the Northeast, right of way line of U.S. Highway No. 1, a 150 foot right of way as now established, also being the Point of Beginning.

From said Point of Beginning, continue thence North 00° 37' 40" West, along said Westerly line of Section 33, a distance of 1198.58 feet to a point on a curve concave Southeast, having a radius of 408.00 feet; thence Southwesterly, departing said Westerly line and along the arc of said curve, through a central angle of 52° 27' 15", an arc length of 374.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 78° 18' 47" West, 381.50 feet; thence South 52° 05' 10" West, 401.82 feet to its intersection with said Northeast, right of way line of U.S. Highway No. 1; thence South 37° 54' 50" East, along said Northeast, right of way line, 1113.38 feet to the Point of Beginning.

Containing 10.25 acres, more or less.

A portion of fractional Section 28, and a portion of Section 29, both lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 18, 20, 29 and 30 of said Township 5 South and Range 29 East; thence North 88° 08' 44" East, along the Northerly line of said Section 28, a distance of 5291.00 feet to the corner common to Sections 20, 21, 28 and 29 of said Township and Range; thence continue North 89° 00' 44" East, along the Northerly line of said Section 28, a distance of 518.11 feet; thence South 00° 32' 25" East, departing the Northerly line of said Section 28, a distance of 1323.98 feet to the Point of Beginning.

From said Point of Beginning, continue South 08° 32' 25" East, 651.78 feet; thence South 48° 35' 01" East, 128.37 feet; thence South 30° 45' 00" West, 1570.67 feet to a point of curvature of a curve concave Northwesterly, having a radius of 460.00 feet; thence Southwesterly along the arc of said curve through a central angle of 38° 08' 02", an arc length of 313.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 50° 18' 01" West, 307.86 feet; thence North 20° 08' 38" West, 34.85 feet; thence North 52° 18' 18" East, 208.48 feet; thence North 33° 54' 08" West, 166.53 feet; thence North 10° 45' 48" East, 281.57 feet; thence North 77° 37' 28" East, 373.63 feet; thence North 30° 45' 00" East, 182.24 feet; thence North 73° 04' 08" West, 883.14 feet; thence North 14° 28' 21" East, 326.30 feet; thence North 02° 57' 42" West, 487.11 feet; thence North 51° 28' 54" East, 401.01 feet; thence North 70° 44' 08" East, 551.17 feet to the Point of Beginning.

Containing 28.24 acres, more or less.



## **1.0 PROJECT INTRODUCTION**

### **1.1 Introduction**

Las Calinas is one of three PUDs within the Marshall Creek DRI. The other two PUDs consist of the original Marshall Creek PUD (currently being modified by a companion Major Modification), approved October 20, 1998 (Ordinance No. 98-64), currently being developed under the name of Palencia, and the Palencia North PUD, which is being submitted concurrently with this application. Collectively, the PUDs are the result of Notice of Proposed Change (NOPC) to the original Marshall Creek DRI. The approved NOPC expanded the Marshall Creek DRI boundaries to include both the Palencia North PUD and the Las Calinas PUD properties. The applicant proposes to increase the overall number of approved units for the entire DRI by 132 units to 2,774 units which will be allocated to these three PUDs.

The Las Calinas Planned Unit Development (PUD) proposed by the Master Development Plan fills a market demand for single family housing by concentrating compact and contiguous development near the U.S. Highway 1 Corridor where urban infrastructure is already in place. The project is located immediately south of the Las Calinas PRD, north of Kensington PUD, and west of Palencia North PUD. The Subject Property is part of the Marshall Creek Development of Regional Impact.

### **1.2 Project Location and Character**

Las Calinas is a master planned, mixed use community located northwest of the existing Marshall Creek PUD and south of Nocatee PUD and Las Calinas PRD, as bounded east by the proposed Palencia North PUD and the west and south by the Kensington PUD. The PUD is approximately 460 acres and will include 425 residential units and 19,000 square feet of commercial space, and associated park and recreational facilities. The community will be developed with its orientation towards the existing Las Calinas PRD, Palencia and Kensington communities which provide additional access points. The PUD is not located in any Special District as defined by Article III of the Land Development Code.

The site is currently vacant and undeveloped, and will continue to be under silviculture management on individual parcels until construction plan approval for said parcels. The property's uplands which are to be developed are divided by a series of north/south linear wetlands which divide the property into various development parcels. This north/south wetland pattern requires unavoidable wetland crossings to provide safe and adequate access and circulation.

Wetland areas and undeveloped upland areas may be used to provide mitigation for on-site or off-site wetland impacts. As permits are approved acknowledging such mitigation, conservation easements shall be recorded over the applicable areas and such areas will be shown as conservation easements on any development plan or plats for the project. The site plan included with the construction plans submitted to the County for the project will depict the approved wetland jurisdictional line as determined by the St. Johns River Water Management District in accordance with their rules once the line has been set.

**1.3 Existing On-Site Characteristics**

The site is currently vacant and undeveloped and is currently being used for silviculture purposes. The wetland systems are primarily located in a north-south pattern through the site making wetland crossings unavoidable in order to provide safe and adequate access and circulation. The predominant types of wetlands found on the site are bottomland forest. The major wetland systems are also located within the 100-year floodplain. There are approximately 146 acres of wetlands in the Las Calinas PUD.

**1.4 Land Use Concept**

The master plan for Las Calinas involves the creation of a variety of a residential village buffered from other communities by preserved wetlands and uplands, with access linkages to the existing Kensington PUD and Las Calinas PRD. The PUD may include various types of amenities such as active and passive parks and open space. The neighborhoods may be linked to each other and the amenities by roadways and sidewalks, boardwalks and/or bike paths.

Amenities may include, but not be limited to tennis courts; trail system; neighborhood parks and appropriately designed architectural, landscape and hardscape elements. The entire community will follow a unified common development theme.

The master plan is designed to be flexible in order to respond to changes in market demands and development trends throughout the life of the project.

All successors in title to the Subject Property shall be bound to the conditions of the approved PUD.

**2.0 PUD MASTER DEVELOPMENT PLAN****2.1 Land Use Summary**

Based on the proposed development program for Las Calinas, an overall land use summary is provided below in Table 2.1 Land Use and Proposed Project Phasing. Each incremental master development plan submittal will identify specific densities, units or square footage, and type of land use as permitted in the overall land use table and the development standards table. The units or square footage identified in Table 2.1 may be allocated throughout the PUD.

**TABLE 2.1  
LAND USE & PROPOSED PROJECT PHASING**

PHASE	SINGLE FAMILY (DU <sub>s</sub> )	RETAIL/SERVICE (Sq.Ft.)
1 (2006-2011)	425	19,000

## 2.2 Non-Residential Uses

The project will include up to 19,000 square feet of commercial development. The development criteria for the commercial development is set forth in Section 5.0. Only Neighborhood Commercial uses are allowed within the PUD pursuant to Policy A.1.6.2(g) of the St. Johns County Comprehensive Plan. The following use classifications under the Land Development Code are allowed, including those uses allowed by Special Use Permit under Section 2.03.00 of the Land Development Code (all Special Uses will comply with the applicable sections of the Land Development Code) and any additional uses allowed by the Land Development Code at the time of permitting:

- Section 2.02.01.C – Cultural/Institutional Uses
- Section 2.02.01.D – Neighborhood Business and Commercial Uses
- Section 2.02.01.L – Office and Professional Services
- Section 2.02.01.M – Outdoor/Passive Uses
- Section 2.02.01.N – Neighborhood Public Service/Emergency Service Uses

## 2.3 Circulation

### 2.3.1 Access

The main access road into the Las Calinas PUD from U.S. Highway 1 is Las Calinas Boulevard, a minor collector road with a minimum right-of-way width of eighty (80) feet in compliance with the requirements of the LDC. Access locations along U.S. 1 are subject to FDOT approval. The internal roadways may be owned by a private individual property owners association, a community development district or may be dedicated to St. Johns County, subject to acceptance by the Board of County Commissioners. The MDP Map depicts a preliminary vehicular circulation system that shows all proposed points of connection with public rights-of-way. The exact location and configuration of the internal roads shall be depicted on construction plans submitted for approval by the County. Changes made to the PUD shall be in accordance with LDC Section 5.04.07. Connections to the Kensington PUD and Las Calinas PRD shall be made as depicted on the MDP Map. Any connections provided will include roadways, bike paths and walkways. At the option of the Developer, the connections may include horseback riding trails.

Las Calinas Boulevard was approved as part of the Las Calinas PRD (this roadway is not part of the Marshall Creek DRI nor this PUD). Las Calinas Boulevard will also provide access to the Las Calinas PRD north of the boulevard. All intersections with Las Calinas Boulevard shall comply with current County requirements for Minor Collector Roadways regarding location, spacing and design.

Sidewalks will be constructed within the PUD at the time of road construction. Sidewalks are to be constructed to meet accessibility requirements pursuant to Florida Accessibility Code for Building Construction. A five (5) foot wide sidewalk will be constructed along both sides of the main access road from U.S. Highway 1 to the the PUD's eastern

boundary. An additional 4-foot wide sidewalk will be constructed along one side of local roads in accordance with the provisions of the Land Development Code. The Developer may provide pedestrian connections between residential parcels and other residential and recreation areas and through any open space and preservation areas, subject to meeting applicable permitting requirements and construction plan approval.

A connection to the Kensington PUD shall be made as depicted on the MDP Map. This connection augments the interconnectivity among the Las Calinas PUD and Kensington PUD, Marshall Creek PUD, Las Calinas Boulevard, Palencia North PUD, and Nocatee.

#### 2.4 Utilities

All electric, telephone, and cable lines will be installed underground in accordance with the policies of the utility providers and St. Johns County. Street lighting will be provided throughout Las Calinas based on service agreements with Florida Power & Light or a similar utility provider. Other exterior lighting within Las Calinas may be financed, designed, constructed, and/or maintained by one or more community development districts (CDD) and/or by property owner association(s).

Potable water and wastewater treatment will be provided by the St. Johns County Utility Department from off-site through a bulk supply agreement with JEA. Based upon an estimated use of 350 gallons per day per residence and 0.17 gallons per day per square foot of commercial, water and sewer use for 425 residential units and 19,000 commercial square feet results in an estimated 151,980 gallons per day for potable water and an estimated 151,980 gallons per day for sanitary sewer.

Stormwater will be handled on-site with a series of ponds, lakes and roadside swales throughout the site and conveyed via the roadways and/or piping within appropriate easements. The drainage structures and facilities will be designed and constructed in compliance with the LDC in effect at the time of permitting, subject to the permitting requirement of the SJRWMD. Specifically, any roadside swales that may be used within the project will comply with Section 6.04.07.C.2 of the LDC. The stormwater ponds and lakes may have fountains.

Any lift station site which may be located within the project will conform to St. Johns County requirements and be subject to approval by the Utility Department. The exact location of any lift station will be determined upon construction plan approval. The Applicant may access the County lines from U.S. Highway 1 and/or Las Calinas Boulevard.

Solid waste collection shall be provided by the County contracted waste collection company. Based upon an estimated generation of 5.7 pounds time 2.51 persons per dwelling unit and 5.5 pounds per 100 square feet of development, solid waste generation for 425 residential units and 19,000 commercial square feet is an estimated 7,126 pounds per day.

Any landscaping trees shall be placed 7.5 feet away from the centerline of pipeline to the centerline of the trees. Width of right-of-way shall not limit meeting the minimum setbacks for underground utility lines set by SJCUD. SJCUD will require necessary easements in case proposed right-of-way cannot provide the required spacing for proper operation of underground utilities. Trees with a deep tap root system are not to be planted closer than ten (10) feet to storm drain pipe runs. Trees with a wide tap root system (i.e. oak) may be planted within 10 feet of storm drain pipe runs. Prior to submittal of construction plans for any portion of this PUD, the Developer will meet with the SJCUD Staff to discuss design of the parcel's utility infrastructure.

## **2.5 Signage**

All signs within the Las Calinas PUD shall adhere to the standards contained in the St. Johns County Land Development Code.

## **2.6 Temporary Uses**

The developer or their assigns may install temporary construction trailers and real estate sales offices within Las Calinas PUD during the period of construction and real estate sales. Such temporary construction trailers and real estate offices must be shown on construction and engineering plan sets, or alternatively, a separate construction plan sheet may be submitted depicting such location(s). The duration of placement shall be noted. These temporary trailers and offices shall not count towards the overall unit count for the PUD.

Other temporary uses may include tree farms and plant nurseries established for Las Calinas landscape improvements; arts and crafts festivals; athletic events; outdoor concerts; and other special events. These temporary uses will require County approval by way of an Administrative Temporary Use Permit.

Much of the site has been, and will continue to be, used for silvicultural purposes. Silvicultural harvesting may occur up until the immediate time for development and approval of phased engineering plans by St. Johns County for planted pine areas. All silviculture activities shall comply with requirements of policies E.2.2.2 and E.2.2.3 of the 2015 Comprehensive Plan, where applicable. All silviculture activities shall also comply with the State of Florida Division of Forestry Best Management Practices. Harvesting activity shall not be permitted within upland buffers, wetlands, and preservation areas. Also, identified gopher tortoise habitat areas shall be excluded from harvesting unless an Incidental Take Permit has been received by St. Johns County from the Florida Fish and Wildlife Conservation Commission.

## **2.7 Sale and Consumption of Alcoholic Beverages**

The Las Calinas PUD will not be subject to the provisions of Section 2.03.02 of the St. Johns County Land Development Code regarding distance requirements

between establishments selling alcoholic beverages and schools and churches located within the Marshall Creek DRI. However, the distance and separation requirements of Section 2.03.02 shall apply for existing schools and churches located outside the PUD boundary. The location and separation requirements between establishments selling alcoholic beverages and other certain uses will be subject to the Las Calinas ARB approval prior to issuance of a building permit.

## **2.8 Site Clearing**

Site clearing for development may commence on any parcel after St. Johns County incremental master development plan approval, receipt of all applicable St. Johns River Water Management District, U.S. Army Corps of Engineers, Florida Fish and Wildlife Conservation Commission permits, and St. Johns County clearing permit approval demonstrating the limit of clearing and required erosion and siltation protection.

## **3.0 SCHEDULE OF DEVELOPMENT**

The Las Calinas PUD is projected to be developed in one phase. The development of the PUD shall commence after approval of the NOPC (County file number NOPC 2004-03) and shall be completed within the time allowed under the DRI Development Order. Commencement of development will occur at the commencement of construction of roads and any infrastructure including site clearing. Completion of development will occur upon the recording of the final plat or issuance of the final building permits for commercial or rental multi-family.

## **4.0 OWNERSHIP AND MAINTENANCE OF COMMON FACILITIES**

All roadways and related improvements in Las Calinas will be designed and constructed in accordance with St. Johns County specifications. Common facilities, including roadways, within the PUD will be owned and maintained by a property owners' association, one or more Community Development Districts, the County, private owners, or a combination thereof. Each incremental master development plan will specify the ownership and maintenance of all common facilities located within the area of the incremental master development plan along with provisions for conveyance of title, responsibility for maintenance, assessment for maintenance costs, enforcement of covenants and restrictions, and intent of use, including a requirement that the covenants are recorded prior to platting.

## **5.0 COMMUNITY DEVELOPMENT STANDARDS**

The St. Johns County Savings Clause is adopted as part of the Las Calinas PUD. Except to the extent that they conflict with specific provisions of the approved development plan or PUD Ordinance, all building code, land development regulations, Florida Fire Prevention Code and other land use and development regulations of St. Johns County, including without limitation, the St. Johns County Comprehensive Plan, as may be amended from time to time, shall be applicable to this development, except modification to approved development plans by variance or exception shall be prohibited.

Unless otherwise described in the PUD, incremental master development plans, or other St. Johns County approvals, all development within Las Calinas will conform to the rules

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and regulations of Article VI of the St. Johns County Land Development Code and other development regulations. Based on the type of community and proposed building program envisioned for Las Calinas, the following development standards are included as part of the PUD.

For the commercial development, the maximum Floor Area Ratio ("FAR") is 50% and the Maximum Impervious Surface Ratio ("ISR") is 70% in compliance with Policy A.1.11.3 of the St. Johns County Comprehensive Plan. The residential areas and associated accessory development will be developed with detached single-family homes with fee-simple form of ownership. Guesthouses shall be allowed consistent with the LDC and subject to the setbacks of this Section. Home occupations consistent with the LDC shall be allowed. The setbacks for the residential development shall be as provided in Section 5.1.2.

## 5.1 Zoning/Land Use Standards

### 5.1.1 Flag Lots

Flag lots will be permitted in any residential development parcel. Flag lots provide additional variety to the streetscape, provide access to unusual land configurations, reduce the need for impacts to wetlands, minimize the amount of impervious surface area, and reflect many homebuyers' preference for this type of lot. Minimum lot frontage on an approved right-of-way shall be 25 feet for any flag lot. Not more than 10% of all detached lots in Las Calinas shall be flag lots. Each incremental master development plan shall indicate the cumulative number of flag lots. All driveways within flag lots must be not closer than five feet from the adjacent property line. There will be not more than three flag lots adjacent to each other. Flag lots which are adjacent to each other shall share a common driveway with access and utility easements. The location and design of single or shared driveways must demonstrate there will be no adverse drainage effect on adjacent lots. The following sketches illustrate typical flag lots and a typical shared driveway.

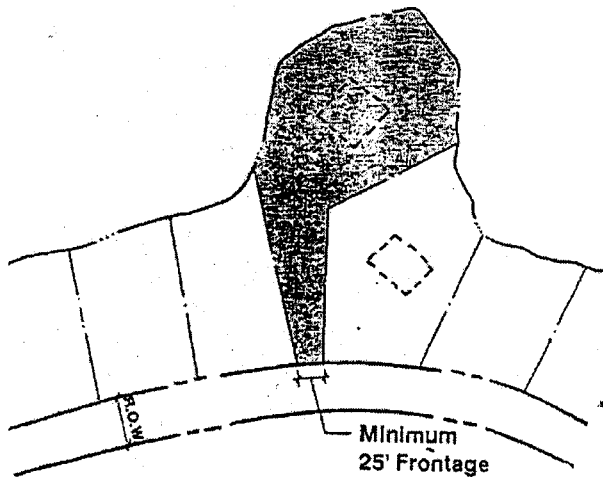


Figure 5.1.1(a) Typical Flag Lot

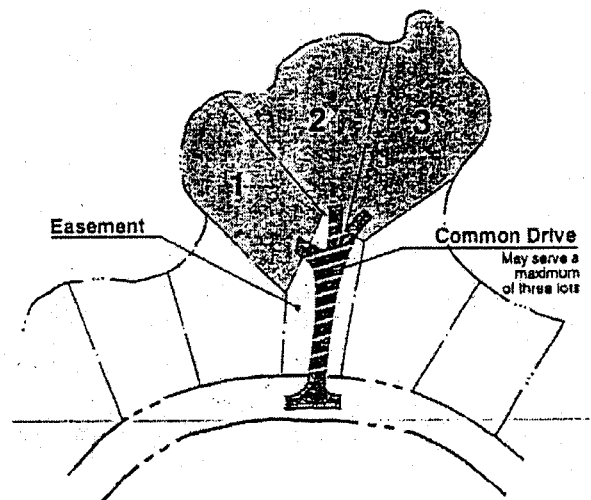


Figure 5.1.1(b) Typical Shared Driveway

### 5.1.2 Setbacks

Setback requirements for all the zoning districts and land uses are provided in the table below. Setbacks may need to be increased to meet specific fire and building code requirements. Additionally, some minimum setbacks provided in the development standards table may require easements and building/site improvements to provide for fire and building code compliance, maintenance, access, and drainage. These drainage improvements may require the use of gutters and site drainage collection system. The specific requirements will be defined during



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incremental master development plan and final engineering review and approval.

All setback requirements will be provided on each incremental master development plan. Residences may be located wholly within a single platted lot or within a combination of platted lots. Setbacks shall be measured consistent with the Land Development Code.

Garage aprons or driveways to residential lots in any zoning district shall be designed to ensure adequate space for driveway parking outside of the road right-of-way.

Yard	Commercial	Attached Residential	Detached Residential
Front	0 feet	0 feet	10 feet
Rear	3 feet	3 feet	3 feet
Side Total	6 feet	6 feet	6 feet
Side Minimum	3 feet	2 feet	2 feet

### 5.1.3 Building Heights

Maximum building heights have been established for the following land uses:

**TABLE 5.1.3  
BUILDING HEIGHTS**

Maximum Height*	Detached Residential	Civic and Attached Residential	Commercial and Office
Building	45 ft	60 ft.	65 ft.
Spires, Cupolas, Monuments, Parapets and Chimneys	50 ft.	75 ft.	75 ft.
Decks and Terraces	45 ft.	65 ft.	70 ft.

\*As measured above the lowest point of the finish grade of the perimeter of the main structures.

Automatic sprinkler protection, designed in accordance with all applicable NFPA standards, shall be provided for all structures greater than 35 feet in height (excluding chimneys only)

The intent of the maximum building heights of detached residential structures is based on providing roof design flexibility for roof pitch and detailing, while maintaining a maximum height which is at or below the existing tree canopy within the East District.

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**5.1.4 Accessory Use and Erection of More Than One Main Use Structure on a Lot.**

An accessory unit shall not be considered a separate dwelling unit provided the following conditions are met:

1. Unit may contain limited kitchen facilities such as a microwave oven, bar sink, less than 10 cubic foot refrigerator/freezer
2. Unit is not occupied by the same tenant in excess of 30 days within the same calendar year
3. Unit shall not be rented
4. Unit meets all the same required yards as the principal building/structure

**6.0 INCREMENTAL MASTER DEVELOPMENT PLAN APPROVALS**

One or more incremental master development plan will be prepared and submitted to St. Johns County in compliance with the Section 5.03.02.G of the St. Johns County Land Development Code. The residential portion of the PUD shall be encompassed within a single IMDP. The Las Calinas PUD is a portion of a multi-PUD Development of Regional Impact, the Marshall Creek DRI. To assure compliance with the general and special conditions of the DRI Development Order, as amended from time to time, and the orderly development of the DRI within the maximum development rights granted herein, all Final Development Plans and Construction Plans shall be accompanied by a letter of authorization from the Developer of Record of the DRI. In addition to the requirements outlined in the Land Development Code, incremental master development plans for Las Calinas will include the following:

- The currently approved PUD Master Development Plan with the proposed incremental master development plan highlighted and identified on the map to scale.
- The following Development Approval Summary Tables are included to easily track incremental master development plan related to the overall approval land use summary and PUD requirements.

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TABLE 6.0(a)  
LAS CALINAS PUD MASTER DEVELOPMENT PLAN APPROVALS

DATE:

	NEIGHBORHOOD PARKS		LAND USE			Status
			Single-Family	Multi-Family	Commercial	
Wetland Preservation			425 du	0 du	19,000 sf	Maximum Allowed
0 ac		0 ac	0 du	0 du	0 sf	Requested Approval
0 ac		0 ac	0 du	0 du	0 sf	Previously Approved
0 ac		0 ac	0 du	0 du	0 sf	Total Requested Approved to Date
0 ac		0 ac	0 du	0 du	0 sf	Remaining

\*Total area is subject to survey.

TABLE 6.0(b)  
LAS CALINAS MASTER DEVELOPMENT PLAN APPROVALS

	PARKS			LAND USE			MASTER DEVELOPMENT PLAN REFERENCE
	Comm.	Neigh.	Single-Family	Multi-Family	Commercial		
Wetland Preservation							
0 ac	0 ac	0 ac	0 du	0 du	0 sf	0 sf	TOTAL

## **7.0 ENVIRONMENTAL CONSERVATION, WETLANDS, AND OPEN SPACE**

### **7.1 Buffers**

A minimum natural vegetative upland buffer of twenty-five (25) feet shall be required and maintained between the developed areas and the contiguous wetlands to protect the water quality of the wetlands, except where buffer averaging may allow less than the required minimum of 25 feet in certain locations while achieving a greater buffer width or where a variance is granted. Except where a variance is granted, no buffer shall be reduced to less than ten (10) feet except in circumstances where an unavoidable wetland impact occurs such as, but not limited to, a road crossing. Such upland buffer shall be measured from the jurisdictional wetland lines as determined by the SJRWMD or DEP. There will also be a 25-foot building setback to the upland buffer; however, up to 10% of the lots may have a reduced setback subject to County approval on an individual basis during Incremental Master Development Plan review. Accessory uses per Land Development Code Section 2.02.04 are allowed in the setback except for buildings with a permanent foundation.

### **7.2 Wetlands**

Most of the property's wetlands will remain undisturbed. The Master Development Plan Map depicts the general area and location of the wetlands preserved in Las Calinas. The map does not identify all the wetland impacts which will be permitted by the U.S. Army Corps of Engineers and the St. Johns River Water Management District. Not more than thirty-five (35) acres of wetlands shall be impacted within the Las Calinas PUD. Wetland and undeveloped upland areas may be used to provide mitigation for on- and off-site wetland impacts. Wetlands shall be preserved on-site in the areas depicted on the Master Development Plan. The project's land planners made every effort to minimize impacts to the highest quality wetlands and to confine wetland impacts to the extent practicable to lower quality wetlands. The exact boundaries of the areas to be preserved shall be determined in connection with wetland delineation and management and storage of surface waters permitting by the St. Johns River Water Management District. The limits of the preserved wetlands and the conservation easement protecting those preserved wetlands shall be delineated on the incremental master development plans submitted for approval by St. Johns County. All incremental master development plans submitted to St. Johns County shall be consistent with the requirements of applicable permits issued by the St. Johns River Water Management District. Prior to commencement of clearing, earth movement, construction or other development within 500 feet of any wetlands within the jurisdiction of FDEP or SJRWMD, those wetlands shall be surveyed and the wetland boundaries shall be approved by the SJRWMD. All wetland and upland preservation areas required under this PUD shall be protected by conservation easements meeting the requirements of §704.06 of the Florida Statutes. The location and extent of the wetlands to be preserved shall be shown on incremental master development plans.

### **7.3 Open Space and Parks**

#### **7.3.1 Recreation and Open Space**

The existing recreation amenity within the Las Calinas PRD may be utilized by residents of the Las Calinas PUD. The PUD will include a total of five (5) upland acres of active recreation. Recreation uses may include, but shall not be limited to, a sand volleyball court, a soccer or multi-purpose athletic field, picnic area with tables and bicycle racks, tennis courts, basketball courts, gazebos, a nature exercise trail and a parking area. The recreation amenities will be constructed by the Developer and maintained by an approved property owners association or community development district. The details for the recreational facilities may be provided on an approved separate incremental Master Development Plan.

#### **7.4 Wildlife Crossings**

Two (2) wildlife crossings shall be provided in the locations depicted on the MDP Map. The westernmost crossing (part of the Palencia North PUD) shall be a culvert crossing of either a prefabricated and arched concrete structure, a corrugated pipe or a structure of similar design, with a vertical clearance of a minimum of four (4) feet and a horizontal opening width which is no less than one tenth the width of the road and right-of-way which is being traversed or ten (10) feet whichever is larger. The other wildlife crossing shall be at grade with reduced speed limits and signs consistent with other such crossings approved in the County.

#### **7.5 Historic Resources**

A copy of the determination of final action letter from SHPO concurring with Environmental Services, Inc.'s findings has been provided to the County as part of deliberations on the Las Calinas PRD (Ordinance No. 2004-60).

### **8.0 THE INTENT OF THE PUD AND COMPLIANCE WITH THE ST. JOHNS COUNTY COMPREHENSIVE PLAN**

The subject property is located within the Residential B future land use category as shown on the Future Land Use Map 2015 of the St. Johns County Comprehensive Plan, as amended. The St. Johns County Planning Department has determined that the proposed land uses, densities and intensities of development within Las Calinas are consistent with the Residential B future land use category of the St. Johns County Comprehensive Plan.

The Marshall Creek DRI shall continue to be designed and developed consistently with all other applicable goals, policies and objectives of the St. Johns County Comprehensive Plan. In particular, the project is designed to coordinate land uses with the appropriate environmental conditions and constraints; the Tolomato River estuary will be protected and established standards of federal and state agencies relating to water quality and quantity will be met; adequate buffers will be provided; vegetative buffers from natural drainage courses will be established and maintained; parks and open space will be provided to meet the demand generated by the proposed development; and the project will meet the requirements of the County's Concurrency Management System.

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The project will provide on-site stormwater drainage facilities. The overall design incorporates generous green space, open space and varied active and passive on-site recreational opportunities. The project will provide interconnectivity between Las Calinas and the adjacent Marshall Creek (Palencia), Nocatee, Kensington, Pine Island Fish Camp and Las Calinas PUDs. The St. Johns County Utility Department has the capacity and will provide all of the water and sewer facilities to the PUD. The project will have minimal impact on the facilities and infrastructure of St. Johns County. The project is located immediately south of the Nocatee PUD and immediately north of the Marshall Creek PUD, which is an areas that is experiencing strong demand for housing in northern St. Johns County.

The Las Calinas PUD conforms to the County's Land Development Code, and specifically meets the intent of Article 5 with respect to Planned Unit Development. In summary, the plan as submitted assures a quality development designed to support the County's comprehensive plan and economic development objectives.

Approval of the Las Calinas PUD will not affect adversely the orderly development of St. Johns County as embodied in the Land Development Code and the Comprehensive Plan or portion thereof adopted by the St. Johns County Board of County Commissioners.

The proposed PUD will not affect adversely the health and safety of residents or workers in the area and will not be detrimental to the natural environment or to the use or development of adjacent properties or the general neighborhood. The PUD will also accomplish the following objectives:

- Permit a creative approach to the development of the land;
- Accomplish a more desirable environment than would be possible through the strict application of the minimum requirements of the land development regulations;
- Provide for an efficient use of the land, resulting in smaller networks of utilities and streets and thereby lowering development costs;
- Provide an environment of stable character compatible with surrounding residential areas;
- Achieve 100 percent conformity with the County Comprehensive Plan, Zoning Code, and other applicable County ordinances;
- Reduce the burden of maintenance costs through efficient infrastructure and the provision of low-maintenance common areas; and
- Create jobs and support the County's economic base.

#### **8.1 Waivers**

- Relief from Section 6.02.01.B.3.a and Section 6.04.07.B to allow an easement in a platted subdivision and access to more than two lots from an easement.

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- Relief from Section 5.03.02.G.2 for the Master Development Plan (contained herein as Exhibit A-1) not to illustrate the initial phase of development. This PUD is essentially a subsequent phase of the Marshall Creek PUD and should be treated as such whereby the Applicant submits an incremental MDP application for individual parcels that contain precise site layout. That layout is not known at this time and including any initial phase detail at this time would be erroneous and require a Major Modification to the PUD later as the MDP would not reflect the intended plan of development.
- Relief from Section 4.01.06.B.2.A maximum of 10% of the lots may have less than a 25-foot building setback from the upland buffer subject to, and as reasonably determined by, the County Administrator during approval of the Incremental Master Development Plan for the subject parcel. This request is due to the unique natural features of the site wherein the ridge/swale pattern and need to avoid wetland impacts will produce areas where there is not enough depth for upland buffer and a 25-foot building setback. There may be lots with wetland and upland buffers in the side yards where there is no need for a 25-foot building setback. The Developer requests this relief to avoid additional wetland impacts.
- Relief from Section 2.03.02.B. The 3,000-foot separation may not be conducive to the eventual tenants of this mixed-use PUD. This waiver shall allow the reduction in the required separation of vendors selling alcoholic beverages of greater than 14% from 3,000 feet to fifty (50) feet. The 3,000-foot separation, more applicable to rural applications, is not appropriate for more urban and pedestrian environments. This deviation promotes more compact urban design patterns and allows a variety of restaurants, cafes, taverns, and other types of entertainment establishments to be located in close proximity or adjacent to each other, creating more critical mass and dynamic mixed use districts. The economic viability and opportunities to serve the neighborhoods and the Marshall Creek DRI community is increased.

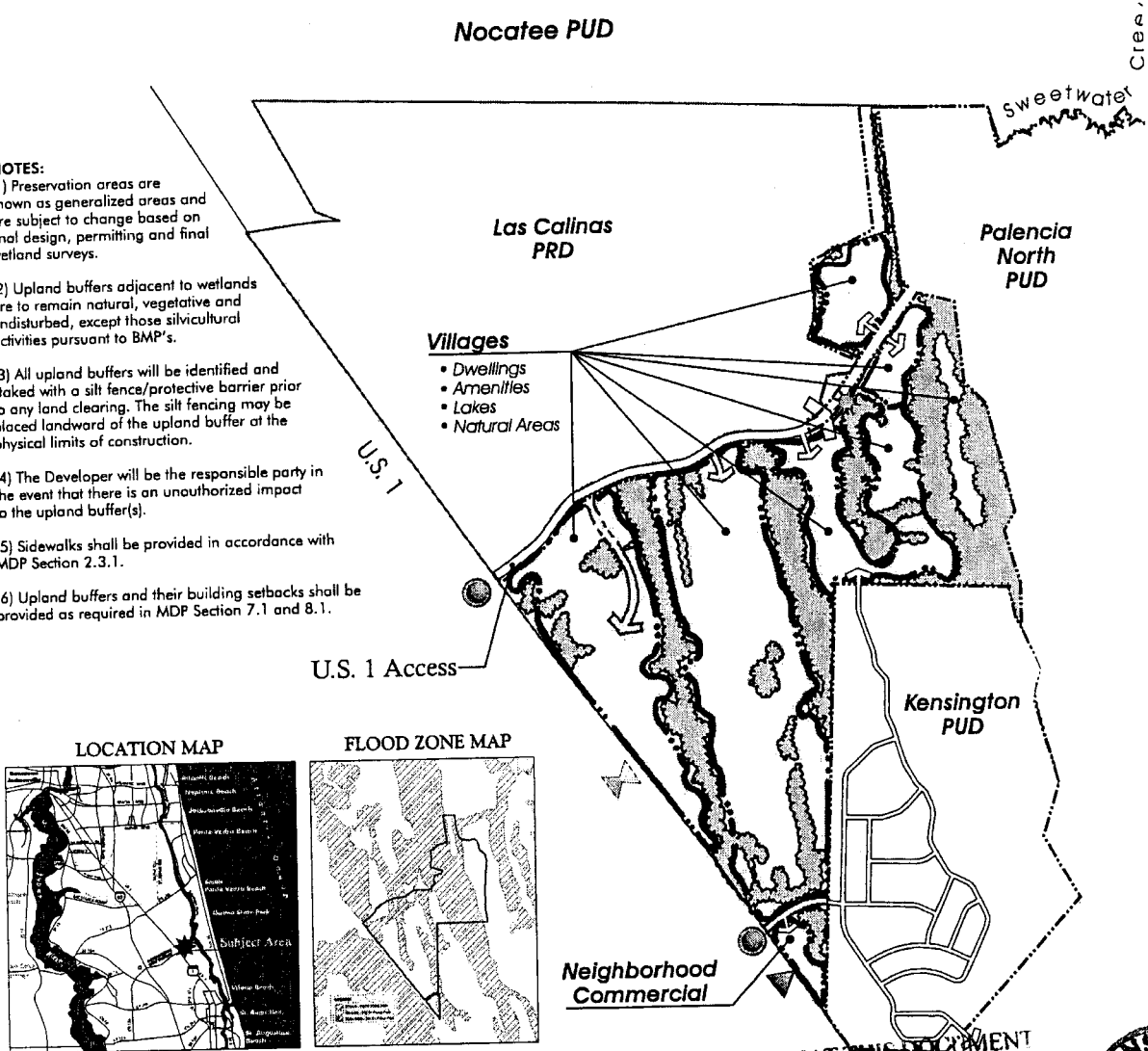
# Las Calinas PUD

## Master Development Plan

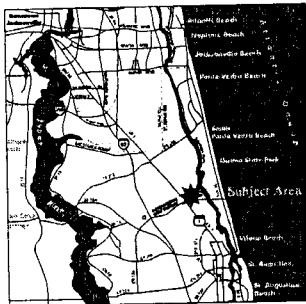
### Exhibit A-1

#### NOTES:

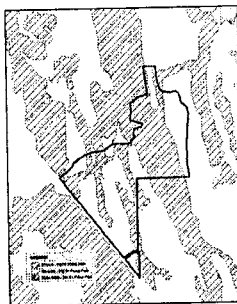
- (1) Preservation areas are shown as generalized areas and are subject to change based on final design, permitting and final wetland surveys.
- (2) Upland buffers adjacent to wetlands are to remain natural, vegetative and undisturbed, except those silvicultural activities pursuant to BMP's.
- (3) All upland buffers will be identified and staked with a silt fence/protective barrier prior to any land clearing. The silt fencing may be placed landward of the upland buffer at the physical limits of construction.
- (4) The Developer will be the responsible party in the event that there is an unauthorized impact to the upland buffer(s).
- (5) Sidewalks shall be provided in accordance with MDP Section 2.3.1.
- (6) Upland buffers and their building setbacks shall be provided as required in MDP Section 7.1 and 8.1.



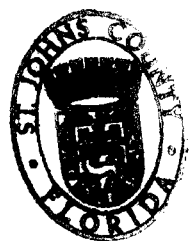
LOCATION MAP



FLOOD ZONE MAP



HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY AS APPEARS ON RECORD IN ST. JOHNS COUNTY, FLORIDA. I WITNESS MY HAND AND OFFICIAL SEAL THIS 29th DAY OF November 2005.  
**CHERYL STRICKLAND, CLERK**  
 Ex-Officio Clerk of the Board of County Commissioners



The Master Development Plan Map is a general representation of the approved plan of development. Final construction and engineering plans must demonstrate compliance with all requirements of the PUD/PRD and other applicable land development regulations.

APPROVED: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 ORDINANCE NUMBER: \_\_\_\_\_  
 FILE NUMBER: \_\_\_\_\_

#### LEGEND

- At-grade Wildlife Crossing
- Culvert Wildlife Crossing
- Full Access
- Right Turn Access
- Existing Median Opening



NOT TO SCALE

**Prosser Hallock**  
 PLANNERS & ENGINEERS

October 12, 2005

102056.06



90 1855

RWO/SIO/TWO/ER 9692-1-130

Sec. 32, Twp. 5 S, Rge 29 E

**EASEMENT**  
Form 3723A (Stocked) Rev. 2/86

THIS DOCUMENT WAS PREPARED BY:  
W. J. Becker, Jr.  
FLORIDA POWER & LIGHT CO.  
P. O. BOX 440  
ST. AUGUSTINE, FLORIDA 32085

**O.R. 844 PG 0624**

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width (the approximate location of which is shown in the sketch on Page 2 of this instrument) located within the following described property: AKA: 8160 OLD DIXIE HWY #C

A parcel of land in Section 32, Township 5 South, Range 29 East, St. Johns County, Florida, being part of that tract of land described in Deed Recorded in Official Records Book 40, Page 555, Public Records of St. Johns County, Florida, Containing 2.26 acres more or less.

Documentary Tax Pd. \$ .55  
Intangible Tax Pd. 0  
Carl "Bud" Bartol, Clerk St. Johns  
County Br: SM D.C.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communication purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on Jan. 16, 1990.

Signed, sealed and delivered in the presence of:

Jessie A. Morris  
Wanda A. Benson

James L. Platt  
James L. Platt

STATE OF Florida AND COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 16th of January, 1990, by James L. Platt and Jessie A. Morris

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: JUNE 29, 1992.  
I, Wanda A. Benson, Notary Public Underwriters.

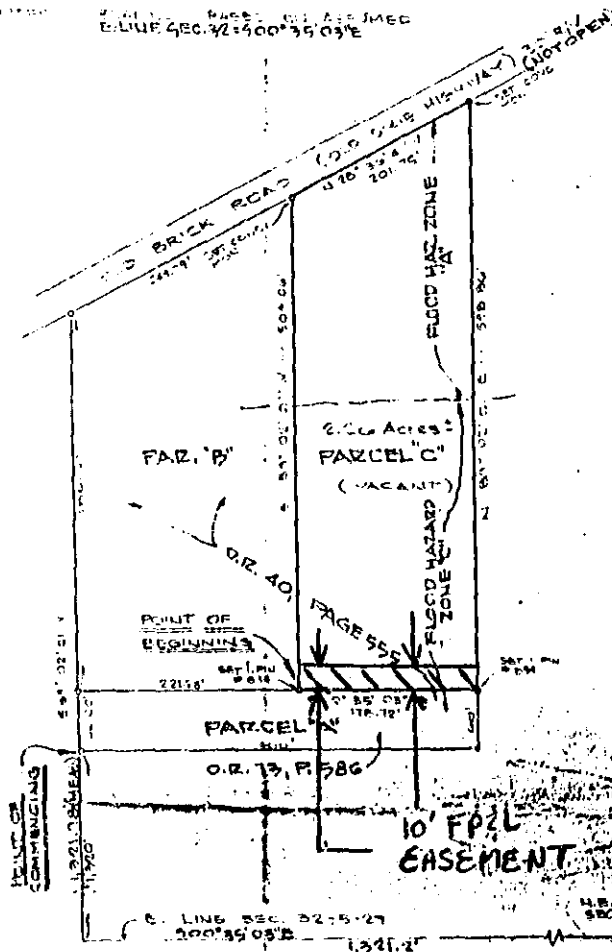
Wanda A. Benson  
Notary Public, State of FLORIDA

INDICATE NORTH

PARCEL 10' E.P.L. EASEMENT  
E.A. LINE SEC. 32-5-27  
200°35'05"E

90 JAN 26 AM 10:47

CLERK OF CIRCUIT COURT



MAP OF SURVEY  
BOUNDARY

SCALE: 1" = 100'

August 14, 1989

PARCEL "C"

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING PART OF THAT TRACT OF LAND DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 40, PAGE 555, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, CONTAINING 2.26 ACRES OR LESS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LAND DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 40, PAGE 555; THENCE SOUTH 89 DEGREES 02 MINUTES 01 SECOND WEST, ON THE SOUTH LINE OF SAID LAND DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 40, PAGE 555, A DISTANCE OF 60.00 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 03 SECONDS WEST, ON THE WEST LINE OF THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 73, PAGE 586, PUBLIC RECORDS OF SAID COUNTY, 221.28 FEET TO THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 89 DEGREES 02 MINUTES 01 SECOND WEST 504.06 FEET; THENCE NORTH 28 DEGREES 36 MINUTES 41 SECONDS WEST, ON THE EAST LINE OF THE OLD BRICK ROAD (OLD DIXIE HIGHWAY), A 30 FOOT WIDENING RIGHT OF WAY, 201.75 FEET; THENCE NORTH 89 DEGREES 02 MINUTES 01 SECOND EAST, ON THE NORTH LINE OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 40, PAGE 555, A DISTANCE OF 598.86 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 03 SECONDS EAST, ON SAID WEST LINE OF LAND DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 73, PAGE 586, A DISTANCE OF 178.72 FEET TO THE POINT OF BEGINNING.

TO SURETY BANK OF THE STATE OF FLORIDA  
I HEREBY CERTIFY: That this Survey meets  
the minimum technical standards set forth  
by the Florida Board of Land Surveyors,  
pursuant to Section 472.027, Florida  
Statutes.

Loren N. Jones, P.E./L.S.  
P.O. Box 1321  
St. Augustine, FL 32085

REGISTERED ENGINEER NO. 4213  
REGISTERED SURVEYOR NO. 894  
LAST FLG. DAY 8/11/89

Jackie Masters Section 32, Township 5 South, Range 29 East  
FLORIDA POWER & LIGHT CO.  
SERVICE PLANNING DEPT.  
POST OFFICE DRAWER 400  
ST. AUGUSTINE, FLORIDA 32085  
Scale: NTS

REC 9/15/89

NYC 574

5011

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

Public Records of  
St. Johns County, FL  
Clerk# 03-023353  
O.R. 1929 PG 77  
02:53PM 04/08/2003  
REC \$5.00 SUR \$1.00

RELEASE OF RIGHT OF ENTRY AND EXPLORATION FOR  
PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS

No. 19433-B

KNOW ALL MEN BY THESE PRESENTS: That the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, for and in consideration of mutual benefits, has released and by these presents does release FLAGLER DEVELOPMENT COMPANY, a Florida corporation, its successors and assigns, the right of entry and exploration arising out of the following reservations, to-wit:

"SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described land, with the privilege to mine and develop the same."

"AND FURTHER SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in, on or under the said above described land, with the privilege to mine and develop the same."

insofar as said reservations affect the following described lands lying and being in St. Johns County, Florida:

That portion of Section 32, Township 5 South, Range 29 East, located northerly and easterly of the northeasterly right of way of U.S. Highway No. 1.

IN WITNESS WHEREOF, the parties have caused this release to be executed on the 24th day of March, 2003.

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

Gudy Woodard  
Witness

Jack C. Wolff  
Witness

By: Gloria C. Nelson (SEAL)  
GLORIA C. NELSON, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, agent for the Board of Trustees of the Internal Improvement Trust Fund and authorized to execute this instrument for and on its behalf by Section 253.431, Florida Statutes.

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me on the 24th day of March, 2003, by GLORIA C. NELSON, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, personally known to me, as agent for the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

My Commission Expires:

Florence L. Davis (SEAL)  
Notary Public  
State of Florida at Large

Approved as to Form and Legality

By: Faith H. Hester  
DEP Attorney



Florence L. Davis  
MY COMMISSION # CC974560 EXPIRES  
October 11, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

52232

DEED 220 PAGE 167

(Ind.)

SRD NO. 164 Revised 3-10-55  
SECTION NO. 7802-110  
STATE ROAD NO. 5  
ST. JOHNS COUNTY

**DRAINAGE EASEMENT**

THIS EASEMENT made this 6th day of July, A. D. 195 5,  
between IRENE WALSH (a single woman)

as the first part Y, and the STATE OF FLORIDA, for the use and benefit of the State Road Department of Florida, Holland Building, Tallahassee, Florida, as the second party.

WITNESSETH: That the first part Y, in consideration of the sum of One Dollar and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grant S unto the second party, its successors and assigns, a perpetual easement and right of way for the purpose of clearing, excavating, constructing and maintaining outfall and drainage ditches and drains in, upon and through the following described land in St. Johns County, Florida, to-wit:

LATERAL DITCH RIGHT OF STATION 685 + 75.97

That part of

Section 32, Township 5 South, Range 29 East lying East of the East right of way line of State Road 5, said right of way line being 200 feet East of the Florida East Coast Railroad right of way, and Sections 28 and 29, Township 5 South, Range 29 East,

lying within 15 feet on each side of the following described Ditch Survey Line:

Commence on the East line of Section 32, Township 5 South, Range 29 East at a point 225.07 feet Northerly from the Southeast corner of said Section 32 and from thence run North 38 deg. 04' 47" West for a distance of 5926.18 feet; thence North 52 deg. 05' 13" East 54 feet to the Point of Beginning of said Ditch Survey Line; from said point of beginning run North 66 deg. 30' 13" East 46 feet; thence North 57 deg. 54' 13" East 522.63 feet to the South line of Section 29, Township 5 South, Range 29 East at a point 2998.61 feet Westerly from the Southeast corner of said Section 29; thence continue North 57 deg. 54' 13" East 1377.37 feet; thence North 57 deg. 47' 13" East 1109 feet; thence North 67 deg. 57' 13" East 399.62 feet; thence North 54 deg. 11' 13" East 557.25 feet; thence North 22 deg. 16' 13" East 90.71 feet to the West line of Section 28, Township 5 South, Range 29 East, at a point 1824.78 feet Northerly from the Southwest corner of said Section 28; thence continue North 22 deg. 16' 13" East 3.42 feet to the end of said ditch.

Containing 2.79 acres, more or less.

TO HAVE AND TO HOLD the same unto the second party, its successors and assigns, together with immunity unto the second party, its successors or assigns, from all claims for damage, if any, arising from or growing out of such construction and/or maintenance, to the lands, if any, owned by the first part Y, lying adjacent or contiguous to the lands hereinabove described.

IN WITNESS WHEREOF the first part Y has S hereunto set her hand and seal this 6th day of July, A. D. 195 5.

Signed, sealed and delivered  
in the presence of:

Blanche B. Reines  
R M Went

Irene Walsh (SEAL)

(SEAL)

(SEAL)

(SEAL)

(ACKNOWLEDGMENT FORM FOR MARRIED PERSONS)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ his wife, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and they severally acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 195\_\_\_\_\_

My Commission expires:

Notary Public in and for the County and State aforesaid.

(ACKNOWLEDGMENT FORM FOR SINGLE PERSONS)

STATE OF FLORIDA

COUNTY OF DUVAL

Before me, the undersigned authority, this day personally appeared Irene Walsh, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 6th day of July, A. D. 195 5

My Commission expires:

May 7, 1956

Notary Public in and for the County and State aforesaid.

DRAINAGE EASEMENT

1955 JUL 11 PM 2 45

CLERK OF CIRCUIT COURT  
DEPT. CLERK

TO

STATE OF FLORIDA

FILED FOR RECORD

in the office of the Clerk of the Circuit Court for the County of

State of Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 195\_\_\_\_\_

and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ and the record verified.

Clerk of Circuit Court

County, Florida

(Ind.)

No. 52232 Filed JUL 11 1955  
at 2:45 o'clock PM Recorded in the  
Public Records of St. Johns County, Florida in the  
book and pages noted above.

HIRAM FAVER, Clerk Circuit Court

By Mildred O. Wells, Deputy Clerk

28064

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND  
STATE OF FLORIDA

## QUITCLAIM DEED

No. 19433 "A"...

KNOW ALL MEN BY THESE PRESENTS: That the Trustees of the Internal Improvement Fund of the State of Florida, for and in consideration of the sum of five & 00/100 (\$5.00)....., to them in hand paid by.....John E. Trekell....., have remised, released and quitclaimed and by these presents do remise, release and quitclaim unto the said.....John E. Trekell, St. Augustine, County of St. Johns, State of Florida,.....his heirs.....and assigns, all of the right, title, interest, claim and demand arising out of the following reservations, to-wit:

SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluiceways, dikes and other works as may in the judgment of the said Trustees, or their successors, be necessary and needful for the drainage or reclamation of any of the land granted to the State of Florida by Act of Congress approved September 28, 1850, and to own exclusively all rock, stone, gravel, earth or other material excavated from the works aforesaid, and to appropriate or dispose of the same or any part thereof, as they see fit.

AND FURTHER SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred and thirty feet on each side of the center line of any canal, cut, sluiceway or dike that may be made and constructed on said land by the said Trustees of the said Internal Improvement Fund of the State of Florida, or their successors, for the purpose aforesaid and the exclusive right to take, use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel lying in or upon said strip of land.

contained in that certain Deed No. 19433.....from the Trustees of the Internal Improvement Fund of the State of Florida to.....John E. Trekell....., bearing date of

October 20, 1948....., insofar as said reservations affect the following described lands:

Section 32, Township 5 South, Range 29 East, containing 626.98 acres, more or less, and lying and being in the County of St. Johns, State of Florida.

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seals, and have caused the seal of the "DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA," to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 26th.....day of April..... A. D. 1951..



Julien A. Warner (SEAL)  
Governor.  
C. M. Gay (SEAL)  
Comptroller.  
Edwin Larson (SEAL)  
Treasurer.  
Richard W. Wain (SEAL)  
Attorney General.  
W. H. Smith (SEAL)  
Commissioner of Agriculture.

28064 MAY 2 1951  
at 9:48 o'clock A. M. Recorded in the  
Public Records of St. Johns County, Florida in the  
book and page noted above.

HIRAM FAVER, Clerk Circuit Court

M. J. M. M. M. Deputy Clerk

15236

## Internal Improvement Fund, State of Florida

DEED 176 PAGE 58

DEED NO. 19433

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under the provisions of Section 253.02, Florida Statutes, 1941, for and in consideration of the sum of Eight Thousand Seven Hundred Seventy-seven and 72/100 (\$8,777.72) Dollars, to them in hand paid by JOHN E. TREKELL of the County of St. Johns, State of Florida have granted, bargained and sold, and do by these presents grant, bargain, sell and convey unto the said JOHN E. TREKELL and his heirs and assigns, forever, the following described lands, to-wit:

Section Thirty-two (32),  
Township Five (5) South,  
Range Twenty-nine (29) East,

(This deed is subject to Timber  
Lease No. 436, which expires  
January 3rd, 1951.)

containing 626.98 acres, more or less, and lying  
and being in the County of St. Johns, in said State of Florida:

TO HAVE AND TO HOLD the above granted and described premises unto the said  
JOHN E. TREKELL and his heirs and assigns, forever.

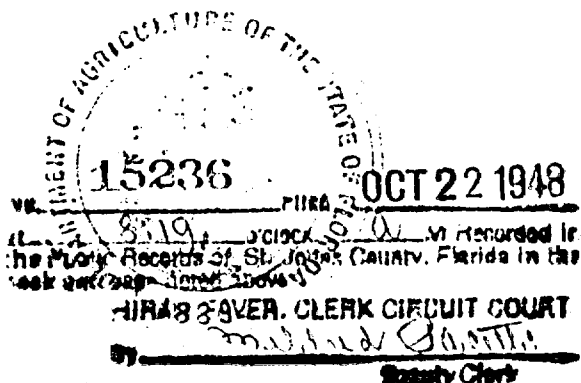
SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes and other works as may in the judgment of the said Trustees, or their successors, be necessary and needful for the drainage or reclamation of any of the lands granted to the State of Florida by Act of Congress approved September 28, 1850, and to own exclusively all rock, stone, gravel, earth or other material excavated from the works aforesaid, and to appropriate or dispose of the same, or any part thereof, as they see fit.

AND FURTHER SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred and thirty feet on each side of the center line of any canal, cut, sluice-way or dike that may be made and constructed on said land by the said Trustees of the said Internal Improvement Fund of the State of Florida, or their successors, for the purpose aforesaid and the exclusive right to take, use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel lying in or upon said strip of land.

AND FURTHER SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described land, with the privilege and right to mine and develop the same.

AND FURTHER SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in, on or under the said above described land, with the privilege to mine and develop the same.

IN TESTIMONY WHEREOF, The said Trustees have hereunto subscribed their names and affixed their seals, and have caused the seal of "THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA" to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 20th, day of October, A. D. Nineteen Hundred and Forty-eight.



[Signature] (SEAL)  
Governor.  
[Signature] (SEAL)  
Comptroller.  
[Signature] (SEAL)  
Treasurer.  
[Signature] (SEAL)  
Attorney-General.  
[Signature] (SEAL)  
Commissioner of Agriculture.

2  
②  
**FIVE MINUTE RECORDING**

Public Records of  
St. Johns County, FL  
Clerk# 03-025697  
O.R. 1934 PG 1265  
02:34PM 04/17/2003  
REC \$9.00 SUR \$1.50

BOARD OF TRUSTEES OF INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA

RELEASE OF RIGHT OF ENTRY AND EXPLORATION FOR  
PHOSPHATE, MINERAL, METAL AND PETROLEUM RESERVATIONS  
AND  
RELEASE OF CANAL AND DRAINAGE RESERVATIONS

No. 19693-B

KNOW ALL MEN BY THESE PRESENTS:

That the Board of Trustees of the Internal Improvement Trust Fund, for and in consideration of mutual benefits, has released and by these presents does release unto FLAGLER DEVELOPMENT COMPANY, a Florida corporation, its successors and assigns, the right of entry and exploration arising out of the following reservations, to-wit:

"SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said described land with the privilege and right to mine and develop the same."

"AND FURTHER SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in, on or under the said above described land, with the privilege to mine and develop the same."

and the right, interest, claim and demand arising out of the following reservations, to-wit:

"SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes and other works as may in the judgment of the said Trustees, or their successors, be necessary and needful for the drainage or reclamation of any of the land granted to the State of Florida by Act of Congress approved September 28, 1850, and to own exclusively all rock, stone, gravel, earth or other material from the works aforesaid, and to appropriate or dispose of the same or any part thereof, as they see fit."

"AND FURTHER SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred and thirty feet on each side of the center line of any canal, cut, sluice-way or dike that may be made and constructed on said land by the said Trustees of the said Internal Improvement Fund of the State of Florida, or their successors, for the purpose aforesaid and the exclusive right to take use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel lying in or upon said strip of land."

PAGE ONE OF TWO PAGES

RECORD AND RETURN TO:  
SMITH HULSEY & BUSEY  
1800 FIRST UNION NATIONAL BANK TOWER  
225 WATER STREET  
JACKSONVILLE, FLORIDA 32202



Release of Right of Entry and Exploration for Phosphate, Mineral, Metal and Petroleum Reservations and Release of Canal and Drainage Reservations, in Deed No. 19693-B

insofar as said reservations affect the following described lands lying and being in St. Johns County, Florida:

Lots 1, 2, 3, 4, 5 and 6, of Section 28, Township 5 South, Range 29 East.

IN WITNESS WHEREOF, the parties have caused this release to be executed on the 16<sup>th</sup> day of April, 2003.

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

Jack C. Woelff  
Witness

By:

Gloria C. Nelson (SEAL)  
GLORIA C. NELSON, Operations and  
Management Consultant Manager, Bureau  
of Public Land Administration,  
Division of State Lands, Department  
of Environmental Protection, agent for  
the Board of Trustees of the Internal  
Improvement Trust Fund and authorized  
to execute this instrument for and on  
behalf by Section 253.431, Florida  
Statutes

Judy Woodard  
Witness

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me on the 16<sup>th</sup> day of April, 2003, by GLORIA C. NELSON, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, personally known to me, as agent for the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

My Commission Expires:

Florence L. Davis (SEAL)  
Notary Public  
State of Florida at Large



Florence L. Davis  
MY COMMISSION # CC974560 EXPIRES  
October 11, 2004  
BONDED THRU TROY FAIR INSURANCE, INC.

Approved as to Form and Legality

By:

Mark. Nelson  
DEP Attorney

25456

## Internal Improvement Fund, State of Florida

DEED 188 PAGE 271

DEED NO. 19693

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under the provisions of Section 253.02, Florida Statutes, 1941, for and in consideration of the sum of Two Thousand Four Hundred Eighty-nine and 52/100

Dollars, to them in hand paid by JAMES DENNIS MILLS, 3583 Hershell Street, Jacksonville, XX the County of Duval, State of Florida

have granted, bargained and sold, and do by these presents grant, bargain, sell and convey unto the said JAMES DENNIS MILLS

and his heirs and assigns, forever, the following described lands, to-wit:

Lots 1, 2, 3, 4, 5, 6, of Section 28,  
Township 5 South, Range 29 East,



containing 311.19 acres, more or less, and lying  
and being in the County of St. Johns, in said State of Florida:

TO HAVE AND TO HOLD the above granted and described premises unto the said  
JAMES DENNIS MILLS and his heirs and assigns, forever.

SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes and other works as may in the judgment of the said Trustees, or their successors, be necessary and needful for the drainage or reclamation of any of the lands granted to the State of Florida by Act of Congress approved September 28, 1850, and to own exclusively all rock, stone, gravel, earth or other material excavated from the works aforesaid, and to appropriate or dispose of the same, or any part thereof, as they see fit.

AND FURTHER SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred and thirty feet on each side of the center line of any canal, cut, sluice-way or dike that may be made and constructed on said land by the said Trustees of the said Internal Improvement Fund of the State of Florida, or their successors, for the purpose aforesaid and the exclusive right to take, use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel lying in or upon said strip of land.

AND FURTHER SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described land, with the privilege and right to mine and develop the same.

AND FURTHER SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in, on or under the said above described land, with the privilege to mine and develop the same.

IN TESTIMONY WHEREOF, The said Trustees have hereunto subscribed their names and affixed their seals, and have caused the seal of "THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA" to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 18th

day of October, A. D. Nineteen Hundred  
and Fifty.

No. 25456  
at 11:01 o'clock  
Public Records of St. Johns County, Florida in the  
book 1101 page 189

By Mildred M. Bell Deputy Clerk  
Clerk Circuit Court

Julien A. Warren (SEAL) Governor.  
C. M. Gay (SEAL) Comptroller.  
Edwin Larson (SEAL) Treasurer.  
Richard Warren (SEAL) Attorney-General.  
Harold H. H. H. (SEAL) Commissioner of Agriculture.

4  
2  
28733682  
2  
Prepared by, without title evidence or title search.  
and Return to:  
Lynda R. Aycock, Esquire  
Rogers Towers, P.A.  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207

**ASSIGNMENT OF INTERESTS, RIGHTS & DUTIES**  
**IN AMENITIES DECLARATION**

THIS ASSIGNMENT is made this 21<sup>st</sup> day of December, 2009, by LAS CALINAS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (herein "LCHA") to LAS CALINAS AMENITY CLUB ASSOCIATION, INC., a Florida not for profit corporation (herein the "ASSIGNEE").

LCHA is the homeowners' association according to Declaration of Covenants Conditions and Restrictions for the Las Calinas Amenities recorded in O.R. Book 2634, page 1142 of the public records of St. Johns County, Florida (the "Amenity Declaration") by virtue of a merger with Las Calinas Amenities Association, Inc., with LCHA being the surviving entity, by that certain Articles of Merger, recorded in O.R. Book 3161, page 921 of the public records of St. Johns County, Florida.

LCHA, ASSIGNEE and Owners (as defined in the Amenity Declaration) have now determined that the rights and interests of such Owners will be better served if the Amenity Declaration is administered and controlled by a separate entity in which all of such Owners are members and if the interests, rights and obligations of LCHA, as the named association under the Amenity Declaration, are transferred to a new community association.

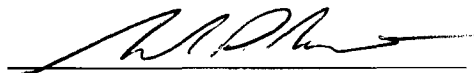
ASSIGNEE has been created and formed to serve as the community association under the terms of the Amenity Declaration and to have all rights and obligations of LCHA in such Amenity Declaration. LCHA desires to assign and transfer to ASSIGNEE all of its rights, title, interest under the Amenity Declaration, including its obligations and rights of enforcement, so that ASSIGNEE will be the Association for the Owners under the terms of the Amenity Declaration. LCHA will continue to serve as the subdivision association for Lot Owners subject to the terms of the Declaration of Covenants and Restrictions for Las Calinas Unit One recorded in O.R. Book 2634, page 1170 of the public records of St. Johns County, Florida.

WITNESSETH, That LCHA, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by the said ASSIGNEE, the receipt and sufficiency whereof is hereby acknowledged, has assigned, transferred and conveyed, and by these presents does assign, transfer, and convey unto the said ASSIGNEE, all of its interests, rights, powers, obligations, enforcement rights, and duties whatsoever as set forth in the Amenities Declaration.

PAGE 2 - SIGNATURES:


IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered  
in our presence:

  
Name printed: Michael D. Mesiano

LAS CALINAS HOMEOWNERS  
ASSOCIATION, INC.  
a Florida corporation not-for-profit

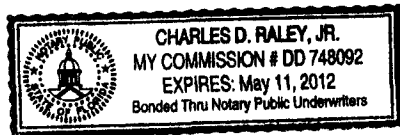
  
Name printed: CHARLES D. Raley, Jr.

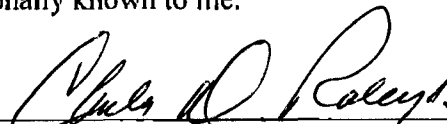
By:   
Print Name: Lewis Lewis Rith  
Its: Director / President

STATE OF FLORIDA        }  
                                      }  
COUNTY OF ST. JOHNS   }

SS

The foregoing instrument was acknowledged before me this 18 day of December, 2009,  
by Lewis Lewis Rith as the PRESIDENT of Las Calinas Homeowners Association, Inc. , a  
Florida corporation not for profit, on behalf of the corporation.  
\_\_\_\_\_ is personally known to me.



  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

RETURN TO:  
JOSEPH J. VAN ROOY, ESQUIRE  
JOSEPH J. VAN ROOY, P.L.  
6622 SOUTHPOINT DRIVE S.  
SUITE 170  
JACKSONVILLE, FLORIDA 32216

**ASSIGNMENT OF RIGHTS PURSUANT TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS AND  
CONVEYANCE OF COMMON AREA PROPERTY AND AMENDMENT OF  
DECLARATION FOR LAS CALINAS AMENITIES**

THIS ASSIGNMENT AND AMENDMENT is made this 21<sup>st</sup> day of December, 2009 by LAS CALINAS HOMEOWNERS ASSOCIATION, INC., and LAS CALINAS DEVELOPERS, LLC, and joined by KENSINGTON, LLC and LAS CALINAS AMENITY CLUB ASSOCIATION, INC., and with the consent of LAKE CHARLES NAVAL STORES CO. INC., LAKE CHARLES NAVAL STORES INVESTMENT, INC. and BEAZER HOMES CORP.

**WITNESSETH:**

**WHEREAS**, Las Calinas Unit One Homeowners Association, Inc. ("Unit One Association") named in that certain Declaration of Covenants and Restrictions for Las Calinas Unit One recorded in O.R. Book 2634, page 1170 of the public records of St. Johns County, Florida (the "Unit One Declaration") is responsible for the obligations and enforcement of the Unit One Declaration;

**WHEREAS**, Las Calinas Amenity Association, Inc. ("Amenity Association"), named in that certain Declaration of Covenants Conditions and Restrictions for the Las Calinas Amenities recorded in O.R. Book 2634, page 1142 of the public records of St. Johns County, Florida (the "Amenity Declaration"), was responsible for the obligations and enforcement of the Amenity Declaration;

**WHEREAS**, Unit One Association and Amenity Association were merged, with the Unit One Association being the surviving entity, by that certain Articles of Merger, recorded in O.R. Book 3161, page 921 of the public records of St. Johns County, Florida; and the name of the Unit One Association was changed to Las Calinas Homeowners Association, Inc. ("LCHA");

**WHEREAS**, by virtue of the merger, LCHA is responsible for the obligations and enforcement of both the Unit One Declaration and the Amenity Declaration;

**WHEREAS**, it has become apparent that the communities are better served by two separate and distinct associations as originally contemplated rather than a single combined association; and

**WHEREAS**, Las Calinas Developers, LLC is the Declarant of the Unit One Declaration and the Class B Member of LCHA,

**WHEREAS**, Kensington, LLC is the named Declarant of the Amenity Declaration. Las Calinas Developers, LLC is the owner of Lots in PUD and successor developer by specific assignment from Kensington, LLC as contemplated by Article I, Section 6 of the Amenity Declaration.

**WHEREAS**, Las Calinas Amenity Club Association, Inc., a Florida not for profit corporation, is a new corporate entity that has been formed to be the Association named in the Amenity Declaration, to have the same members as the original Amenities Association (prior to its merger), to be responsible for performance of the terms and conditions of the Amenity Declaration, and to own and operate all of the Common Area defined in the Amenity Declaration for the benefit of the Owners of the Property (as defined in and subject to the Amenity Declaration), and for the benefit of the members of the original Amenity Association (prior to its merger), and

**WHEREAS**, LCHA has been duly and properly authorized to convey its right, title, and interest in the Common Areas (as defined in the Amenity Declaration) to Las Calinas Amenity Club Association, Inc.

**WHEREAS**, Lake Charles Naval Stores Co. Inc., Lake Charles Navel Stores Investment, Inc., and Beazer Homes Corp. are Class A members in the Las Calinas Homeowners Association, Inc. and Lot Owners subject to the terms and conditions of the Amenity Declaration (an "Amenity Club Owner", as defined below) and they execute this Agreement solely to acknowledge their consent to the actions taken herein.

**NOW THEREFORE**, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1) Las Calinas Homeowners Association, Inc. ("LCHA") hereby:
  - (a) Assigns to Las Calinas Amenity Club Association, Inc. all of its rights, duties and obligations as the named "Association" pursuant to the Amenity Declaration and agrees to deliver copies of all of the minutes and other official records of the Amenities Association, as well as any records of LCHA which pertain to the Amenity Declaration, to Las Calinas Amenity Club Association, Inc.
  - (b) Transfers all of its right, title and interest in personal property, both tangible and intangible, of the prior Amenities Association to Las Calinas Amenity Club Association, Inc..
  - (c) Quit claims to Las Calinas Amenity Club Association, Inc. its right, title and interest in any Common Area (as defined in the Amenity Declaration) that was acquired by LCHA pursuant to its merger with Las Calinas Amenities Association, Inc.

(d) Confirms that all assessments and sums payable to LCHA pursuant to the Amenity Declaration by Las Calinas Developers, LLC have been paid in full and there are no sums owed to LCHA by Las Calinas Developers, LLC pursuant to the Amenity Declaration.

2) Las Calinas Amenity Club Association, Inc. hereby accepts the transfers, assignment, and quit-claim conveyance of the Common Area and other personal property hereunder.

3) The Lot Owners subject to the terms and conditions of the Amenities Declaration (being referred to in this Amendment as the "Amenity Club Owners"), desire to amend the Amenities Declaration to declare that the Las Calinas Amenity Club Association, Inc. is and will be the named Association under the terms and conditions of the Amenities Declaration. In addition, the Amenity Club Owners hereby amend Article I, Section 1, of the Amenity Declaration to read as follows:

Section 1. "Association" shall mean and refer to ~~LAS CALINAS AMENITIES ASSOCIATION, INC.~~ LAS CALINAS AMENITY CLUB ASSOCIATION, INC., its successors and assigns.

All references to the "Association" in the Amenities Declaration and all duties and powers of, and rights of membership in, the Association shall mean and refer to Las Calinas Amenity Club Association, Inc. as set forth in the Amenities Declaration.

4) The Amenity Club Owners hereby amend Article V, Section 7 by adding the following provisions to the end of said Section 7:

During the period of Declarant's control of the Board of Directors, annual assessments for operating expenses for each Lot shall be the dividend arrived at by dividing the total anticipated operating expenses reflected in the annual budget by the total number of all Lots. Until Turnover of control of the Association, in lieu of paying annual assessments on each Lot owned by Declarant, Declarant will pay the operating expenses incurred by the Association that are not paid by annual assessments for operating expenses receivable from other Owners pursuant to the annual operating budget of the Association, as provided in Section 720.308(1), Fla. Stat. After Turnover, Declarant will pay annual assessments on each Lot owned by Declarant.

5) The Amenity Club Owners hereby amend Exhibit B to the Amenities Declaration as follows:

The Articles of Incorporation of Las Calinas Amenities Association, Inc., attached to the Amenities Declaration recorded

in Official Records Book 2634, page 1142 (beginning at page 1153), St. Johns county, Florida records are hereby deleted and the Articles of Incorporation for Las Calinas Amenity Club Association, Inc. marked Exhibit B and attached to this Amendment are substituted therefor.

[ATTACH NEW ARTICLES]

6) The first Bylaws of Las Calinas Amenity Club Association, Inc. have been adopted by the Board of Directors. Amenity Club Owners hereby delete the Bylaws of the Las Calinas Amenities Association, Inc. attached to the recorded Amenities Declaration and substitute the Bylaws adopted by the Board of Directors of Las Calinas Amenity Club Association, Inc. which are attached as Exhibit C to this Amendment.

[ATTACH NEW BYLAWS]

7) All of the signatories to this instrument hereby join in and consent to the naming and designation of Las Calinas Amenity Club Association, Inc., as the Association for the Amenities Declaration, and all of the remaining actions set forth above.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed and delivered as of the day and year first above written.

SIGNATURES ON FOLLOWING PAGES:



*[Signature]*  
Name printed: Lewis Levi Ritten

LAS CALINAS DEVELOPERS, LLC  
a Florida limited liability company

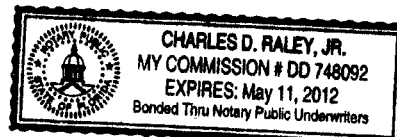
By: The Alterra Group, LLC  
a Florida limited liability company  
its Manager

*Charles D. Raley Jr.*  
Name printed: CHARLES D. RALEY JR.

By: *[Signature]*  
William T. Pyburn  
Its Manager

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

The foregoing instrument was acknowledged before me this 18 day of December, 2009, by William T. Pyburn, as the Manager of The Alterra Group, LLC, in its capacity as the Manager of Las Calinas Developers, LLC, a limited liability company, and on behalf of the limited liability company. William T. Pyburn is personally known to me.

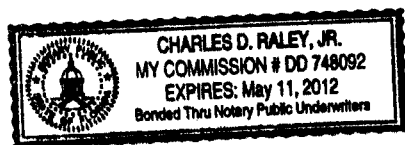


*Charles D. Raley Jr.*  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

Witnesses:	KENSINGTON, LLC, a limited liability company
<u>[Signature]</u> Print Name: <u>Lewis Eric Riffe</u>	By: The Alterra Group, LLC, a Florida limited liability company, its Manager
<u>[Signature]</u> Print Name: <u>Charles D. Raley Jr.</u>	By: <u>[Signature]</u> William T. Pyburn Its Manager

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

The foregoing instrument was acknowledged before me this 18 day of December, 2009, by William T. Pyburn, as the Manager of The Alterra Group, LLC, a limited liability company, in its capacity as the Manager of Kensington, LLC., a limited liability company, and on behalf of the limited liability company. William T. Pyburn is personally known to me.



[Signature]  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally known ☒ \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

*[Signature]*  
Name printed: Michael D. Mesiano

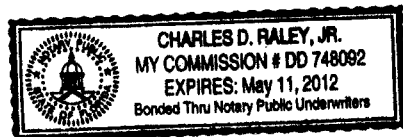
LAS CALINAS AMENITY CLUB  
ASSOCIATION, INC.  
a Florida corporation not-for-profit

*[Signature]*  
Name printed: Charles D. Raley Jr.

By: *[Signature]*  
Print Name: Louis Levi Ratto Jr.  
Its: Director / President

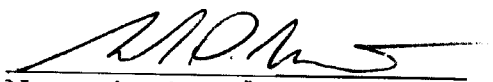
STATE OF FLORIDA        }  
                                      }  
COUNTY OF ST. JOHNS    }       SS

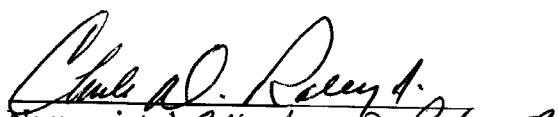
The foregoing instrument was acknowledged before me this 18 day of December, 2009,  
by Louis Levi Ratto Jr. as the PRESIDENT of Las Calinas Amenity Club Association, Inc. , a  
Florida corporation not for profit, on behalf of the corporation.  
\_\_\_\_\_ is personally known to me.




*[Signature]*  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

Signed, sealed and delivered  
in our presence:

  
Name printed: Michael D. Mesiano

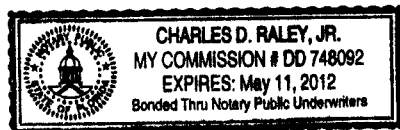
  
Name printed: CHARLES D. RALEY JR.

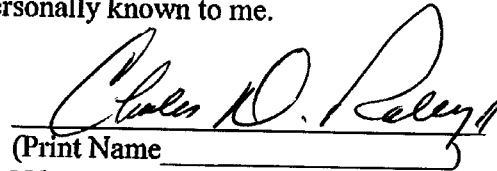
LAS CALINAS HOMEOWNERS  
ASSOCIATION, INC.  
a Florida corporation not-for-profit

By:   
Print Name: Lewis Lewis Ricketts  
Its: Director / President

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

The foregoing instrument was acknowledged before me this 18 day of December, 2009,  
by Lewis Lewis Ricketts as the PRESIDENT of Las Calinas Homeowners Association, Inc. , a  
Florida corporation not for profit, on behalf of the corporation.  
\_\_\_\_\_ is personally known to me.



  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

Signed, sealed and delivered  
in our presence:

Pamela Ledet

Name printed: PAMELA LEDET

Susan P. Claffey  
Name printed: Susan P. Claffey

Lake Charles Naval Stores Co. Inc.  
a Louisiana corporation

By: John F. White  
Print Name: JOHN F. WHITE  
Its: PRESIDENT

STATE OF LOUISIANA  
PARISH } SS  
COUNTY OF ORLEANS }

The foregoing instrument was acknowledged before me this 22 day of December, 2009,  
by JOHN F. WHITE as the PRESIDENT of Lake Charles Naval Stores Co. Inc., a  
Louisiana corporation, on behalf of the corporation.  
JOHN F. WHITE is personally known to me.

[Signature]  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_

NATHANIEL P. PHILLIPS, III Notary Public, No. 59430 Parish of Orleans, State of Louisiana My Commission is issued for life. Type of Identification Produced _____ My Commission is issued for life. Parish of Orleans, State of Louisiana Notary Public, No. 59430 NATHANIEL P. PHILLIPS, III
---

Signed, sealed and delivered  
in our presence:

Pamela Ledet  
Name printed: PAMELA LEDET

Susan P. Claffey  
Name printed: Susan P. Claffey

Lake Charles Naval Stores Investment, Inc.  
a Louisiana corporation

By: John F. White  
Print Name: JOHN F. WHITE  
Its: PRESIDENT

STATE OF LOUISIANA  
PARISH } SS  
COUNTY OF ORLEANS }

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 2009,  
by JOHN F. WHITE as the PRESIDENT of Lake Charles Naval Stores Investment, Inc., a  
Louisiana corporation, on behalf of the corporation.  
JOHN F. WHITE is personally known to me.

[Signature]  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally known \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

NATHANIEL P. PHILLIPS, III  
Notary Public, No. 59430  
Parish of Orleans, State of Louisiana  
My Commission is issued for life.

Signed, sealed and delivered  
in our presence:

Beazer Homes Corp., a Tennessee  
corporation

Name printed: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Name printed: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

} SS  
}

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2009,  
by \_\_\_\_\_ as the \_\_\_\_\_ of Beazer Homes Corp., a  
Tennessee corporation, on behalf of the corporation.  
\_\_\_\_\_ is personally known to me.

(Print Name \_\_\_\_\_)

NOTARY PUBLIC

State of \_\_\_\_\_ at Large

Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Personally known \_\_\_\_\_

or Produced I.D. \_\_\_\_\_

[check one of the above]

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

850-617-6381

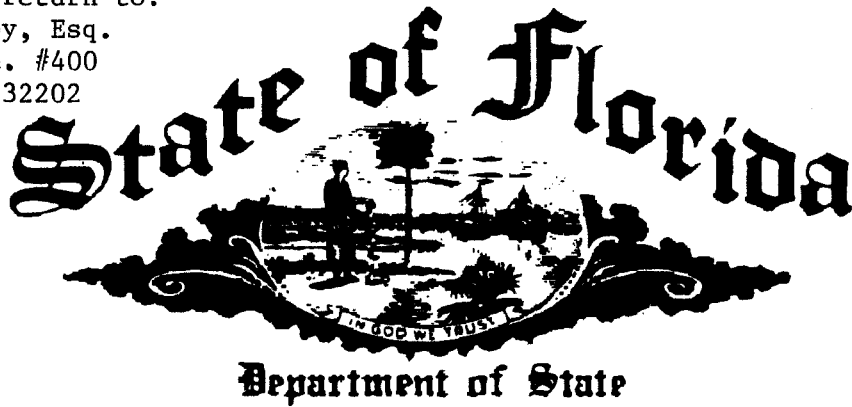
2/4/2009 10:21

PAGE 002/003

Florida Dept of State

After recording, return to:

Joseph J. Van Rooy, Esq.  
245 Riverside Ave. #400  
Jacksonville, FL 32202



I certify the attached is a true and correct copy of the Articles of Merger, filed on February 3, 2009, for LAS CALINAS UNIT ONE HOMEOWNERS ASSOCIATION, INC. which changed its name to LAS CALINAS HOMEOWNERS ASSOCIATION, INC., the surviving Florida entity, as shown by the records of this office.


I further certify the document was electronically received under FAX audit number H09000025038. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this entity is N06000000624.

Authentication Code: 309A00003976-020409-N06000000624-1/1



Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fourth day of February, 2009

  
Kurt S. Browning  
Secretary of State



(((H09000025038 3)))

**ARTICLES OF MERGER**

The following articles of merger are being submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

**FIRST:** The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Las Calinas Unit One Homeowners Association, Inc.	Florida	N06000000624

**SECOND:** The name and jurisdiction of the **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Las Calinas Amenities Association, Inc.	Florida	N06000000628

**THIRD:** The Plan of Merger is attached hereto as Exhibit “A”.

**FOURTH:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**FIFTH:** Adoption of Merger by Surviving Corporation. The plan of merger was adopted by written consent of the members having not less than the minimum number of votes necessary to authorize such action which consent was given in accordance with section 617.0701, Florida Statutes.


**SIXTH:** Adoption of Merger by Merging Corporation. The plan of merger was adopted by written consent of the members having not less than the minimum number of votes necessary to authorize such action which consent was given in accordance with section 617.0701, Florida Statutes.

**SEVENTH:** Amendment to Articles of Incorporation of Surviving Corporation. Article 1 of the Articles of Incorporation of the surviving corporation shall be amended to change the name of the corporation from Las Calinas Unit One Homeowners Association, Inc. to Las Calinas Homeowners Association, Inc.


(((H09000025038 3)))

**EIGHTH:** SIGNATURES FOR EACH CORPORATION:

**LAS CALINAS UNIT ONE HOMEOWNERS  
ASSOCIATION, INC.**  
a Florida not-for-profit corporation

By:   
Name Printed: George Lewis Kithen  
Title: Director

**LAS CALINAS AMENITIES ASSOCIATION, INC.**  
a Florida not-for-profit corporation

By:   
Name Printed: George Lewis Kithen  
Title: Director

(((H09000025038 3)))

(((H09000025038 3)))

**EXHIBIT “A”**

**PLAN OF MERGER**

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation:

1. The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>
LAS CALINAS UNIT ONE HOMEOWNERS ASSOCIATION, INC.	Florida

The name and jurisdiction of the **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>
LAS CALINAS AMENITIES ASSOCIATION, INC.	Florida

2. The terms and conditions of the merger are as follows:

From and after the merger, Las Calinas Unit One Homeowners Association, Inc. shall be the “Association” referred to in that certain Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 2634, page 1142 of the public records of St. Johns County, Florida, and shall also be the “Association” referred to in that certain Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 2634, page 1170 of the public records of St. Johns County, Florida.

3. From and after the merger, all assets and property of the merging corporation shall automatically and immediately become that of the surviving corporation.
4. From and after the merger, the directors of the surviving corporation shall be:

Lewis Levi Ritter, IV 1279 CR 210 West Jacksonville, FL 32259	Michael D. Mesiano 1279 CR 210 West Jacksonville, FL 32259
William T. Pyburn, III 1279 CR 210 West Jacksonville, FL 32259	

(((H09000025038 3)))

3  
28  
THIS DOCUMENT PREPARED  
BY AND RETURN TO:

Frank E. Miller, Esq.  
Pappas Metcalf Jenks & Miller, PA  
245 Riverside Avenue, Suite 400  
Jacksonville, Florida 32202  
KET →

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR THE LAS CALINAS AMENITIES**

**THIS DECLARATION** made on the date hereinafter set forth by **KENSINGTON, LLC**, a Florida limited liability company ("Declarant").

**W I T N E S S E T H:**

**WHEREAS**, Declarant is the developer of certain property in St. Johns County, Florida, which is more particularly described on Exhibit "A" attached hereto.

515109  
28  
**NOW, THEREFORE**, Declarant hereby declares that the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

Section 1. "**Association**" shall mean and refer to LAS CALINAS AMENITIES ASSOCIATION, INC., its successors and assigns.

Section 2. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "**Property**" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "**Common Area**" shall mean the lighting, landscaping, irrigation and entry features on and along Las Calinas Boulevard, pocket parks, neighborhood parks and the amenity center including a swimming pool, restrooms, play equipment, open field and parking area to be constructed on the Property as set forth in PRD Ordinance 2004-60, St. Johns County, Florida, as

may be amended from time to time, and any other Common Area designated by Declarant or set forth in any ordinance applicable to the Property, including any property annexed hereunder.

Section 5. "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map or final development plan of the Property intended as a residential homesite.

Section 6. "**Declarant**" shall mean and refer to Kensington, LLC, a Florida limited liability company, and its successors and assigns, if the rights of Declarant hereunder are specifically assigned.

## ARTICLE II

### ASSOCIATION

The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation and Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association and shall include enforcement of these covenants. Without limiting the generality of the foregoing, the Association shall take such measures and perform such services which, in the judgment of the Board of Directors, are necessary or desirable to enforce the covenants, conditions, restrictions and limitations set forth in this Declaration; operate, maintain and administer the Common Areas in a first class condition; administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration. Copies of the Articles and Bylaws are attached hereto as Exhibits "B" and "C" respectively.

## ARTICLE III

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to and use of the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to establish rules and regulations for the use of the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his/her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, tenants or contract purchasers who reside on the Property.

**Section 3. Reservation of Easement.** Declarant hereby reserves for itself and the Owner(s) of any property annexed to the Property the right and easement of enjoyment in and to and use of the Common Area subject to the provisions of Section 1 above.

## ARTICLE IV

### MEMBERSHIP AND VOTING RIGHTS

**Section 1. Membership.** Every Owner of a Lot which is subject to assessment shall be member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2. Class Voting Rights.** The Association shall have two (2) classes of voting membership:

**Class A.** Class A members shall be all Owners with the exception of Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** Class B member(s) shall be Declarant who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) three (3) months following the date ninety percent (90%) of the Lots with completed homes thereon have been conveyed to Owners other than Declarant; or
- (b) the election by Declarant to terminate its Class B membership.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Lot owned within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments or charges, and (ii) initial and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual, initial, and special assessments, together with interest, costs and reasonable attorneys fees 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 interest, costs and reasonable attorneys fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to manage, operate, maintain, repair, rebuild or expand upon the Common Area and any improvements located thereon.

**Section 3. Annual Assessment.** The Board of Directors shall fix the annual assessment at an amount it deems sufficient to meet the needs of the Association.

**Section 4. Initial Assessment and Special Assessments for Capital Improvements.** The Association may levy an initial assessment due at the time an Owner acquires a Lot with a home constructed thereon, in an amount not to exceed \$400.00, to help pay or establish reserves for construction or repair of the improvements on the Common Area. In addition to the annual assessments and the initial assessment authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for any Action Authorized Under Section 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Annual, initial and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots other than Lots owned by Declarant on the first day of the month following the conveyance of an easement or ownership interest in the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon

demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI

### **GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

**Section 2. Severability.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, Declarant hereby reserves the right to amend this Declaration in all respects at any time, and from time to time, prior to the issuance of a Certificate of Occupancy for the amenities improvements. Any amendment must be recorded.

**Section 4. Annexation.** Additional property and Common Area may be annexed to the Property by Declarant, in its sole and absolute discretion, by the execution by Declarant of a

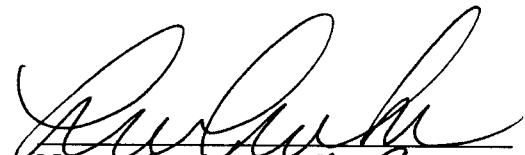
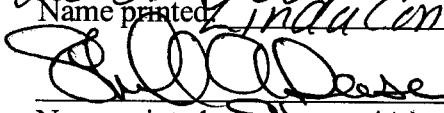


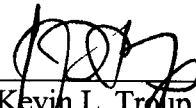
supplemental declaration attaching the legal description of such additional property and recording such supplemental declaration in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 24<sup>th</sup> day of January, 2006.

**DECLARANT**

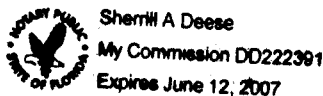
**KENSINGTON, LLC,**  
a Florida limited liability company  
By: The Alterra Group, LLC,  
a Florida limited liability company,  
its Manager

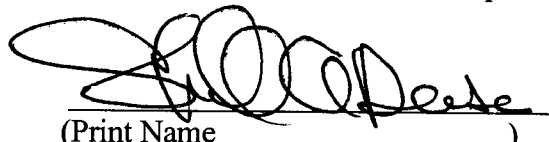
  
Name printed: Linda Connors  
  
Name printed: Sherrill A. Deese

By:   
Kevin L. Troup  
Vice President

STATE OF FLORIDA        }  
                                      } SS  
COUNTY OF DUVAL        }

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January, 2006, by Kevin L. Troup, Vice President of The Alterra Group, LLC, a Florida limited liability company, Manager of Kensington, LLC, a Florida limited liability company, on behalf of the companies.



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

**EXHIBIT "A"****Parcel 1**

A portion of Section 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 561 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of Section 33, said Township and Range; thence North 88 degrees 08 minutes 06 seconds East, along the Southerly line of said Section 33, a distance of 313.65 feet to a point lying on the Northeasterly right of way line of U.S. Highway 1 (Philips Highway), a 150 foot right of way as now established; thence North 37 degrees 54 minutes 50 seconds West, departing said Southerly line and along said Northeasterly right of way line, 6601.18 feet to a point on the Southerly line of said Section 29; thence North 37 degrees 53 minutes 18 seconds West, continuing along said Northeasterly right of way line, 107.32 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 37 degrees 53 minutes 18 seconds West along said Northeasterly right of way line, 242.10 feet; thence South 75 degrees 25 minutes 18 seconds East, departing said Northeasterly right of way line, 89.32 feet; thence North 51 degrees 00 minutes 00 seconds East, 300.66 feet; thence North 37 degrees 30 minutes 00 seconds East, 86.81 feet; thence North 43 degrees 30 minutes 00 seconds East, 105.00 feet; thence North 48 degrees 00 minutes 00 seconds East, 47.00 feet; thence North 13 degrees 30 minutes 00 seconds West, 45.00 feet; thence North 33 degrees 00 minutes 00 seconds East, 153.31 feet; thence North 30 degrees 00 minutes 00 seconds West, 138.00 feet; thence North 44 degrees 30 minutes 00 seconds East, 79.07 feet; thence North 22 degrees 00 minutes 00 seconds West, 76.10 feet; thence North 26 degrees 00 minutes 00 seconds West, 149.00 feet; thence South 84 degrees 30 minutes 00 seconds West, 99.00 feet; thence North 32 degrees 00 minutes 00 seconds West, 37.00 feet; thence North 19 degrees 30 minutes 00 seconds East, 514.00 feet; thence North 62 degrees 30 minutes 00 seconds East, 286.31 feet; thence North 00 degrees 38 minutes 40 seconds East, 47.49 feet; thence North 17 degrees 14 minutes 49 seconds East, 131.02 feet; thence North 33 degrees 06 minutes 08 seconds East, 141.80 feet; thence North 65 degrees 07 minutes 07 seconds East, 128.14 feet; thence South 86 degrees 42 minutes 10 seconds East, 173.49 feet; thence North 31 degrees 30 minutes 00 seconds East, 20.78 feet; thence South 37 degrees 00 minutes 00 seconds East, 120.33 feet; thence South 30 degrees 00 minutes 00 seconds East, 125.00 feet; thence South 05 degrees 00 minutes 00 seconds East, 23.74 feet; thence South 05 degrees 30 minutes 00 seconds West, 177.21 feet; thence South 23 degrees 00 minutes 00 seconds East, 85.00 feet; thence South 26 degrees 00 minutes 00 seconds East, 73.51 feet; thence North 62 degrees 00 minutes 00 seconds East, 57.11 feet; thence South 28 degrees 00 minutes 00 seconds East, 30.00 feet; thence South 62 degrees 00 minutes 00 seconds West, 58.15 feet; thence South 26 degrees 00 minutes 00 seconds East, 44.47 feet; thence South 07 degrees 00 minutes 00 seconds East, 175.18 feet to a point on a curve concave Southerly, having a radius of 1790.00 feet; thence Easterly, along the arc of said curve, through a central angle of 20 degrees 07 minutes 52 seconds, an arc length of 628.93 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 77 degrees 18 minutes 30 seconds East, 625.70 feet; thence Northeasterly, along the arc of a curve concave Northwesterly, having a

radius of 660.00 feet, through a central angle of 27 degrees 07 minutes 48 seconds , an arc length of 312.51 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 73 degrees 48 minutes 32 seconds East, 309.60 feet; thence North 35 degrees 10 minutes 49 seconds West, 149.25 feet; thence North 26 degrees 10 minutes 58 seconds West, 109.50 feet; thence North 18 degrees 54 minutes 43 seconds West, 89.85 feet; thence North 20 degrees 00 minutes 00 seconds West, 425.00 feet; thence North 25 degrees 45 minutes 31 seconds West, 59.23 feet; thence North 48 degrees 52 minutes 12 seconds West, 45.58 feet; thence North 65 degrees 09 minutes 09 seconds West, 278.07 feet; thence North 45 degrees 51 minutes 17 seconds West, 110.21 feet; thence North 42 degrees 50 minutes 45 seconds West, 108.72 feet; thence North 34 degrees 04 minutes 36 seconds West, 108.75 feet; thence North 24 degrees 38 minutes 38 seconds West, 882.44 feet; thence North 10 degrees 54 minutes 17 seconds West, 109.06 feet; thence North 03 degrees 54 minutes 17 seconds West, 108.71 feet; thence North 02 degrees 11 minutes 28 seconds East, 85.83 feet; thence North 00 degrees 01 minutes 40 seconds East, 78.36 feet; thence North 10 degrees 23 degrees 04 seconds West, 67.29 feet; thence North 22 degrees 41 degrees 28 seconds West, 67.84 feet; thence North 29 degrees 20 minutes 16 seconds West, 312.42 feet to a point lying on the Southeasterly right of way line of Pine Island Road, a 60.00 foot right of way line as described and recorded in Deed Book 190, page 383 of said public records; thence North 60 degrees 39 minutes 44 seconds East, along said Southeasterly right of way line, 339.94 feet; thence North 70 degrees 09 minutes 44 seconds East, continuing along said Southeasterly right of way line, 50.76 feet; thence South 29 degrees 20 minutes 16 seconds East, departing said Southeasterly right of way line, 230.55 feet; thence South 30 degrees 36 minutes 56 seconds East, 88.23 feet; thence South 23 degrees 39 minutes 19 seconds East, 108.73 feet; thence South 14 degrees 42 minutes 37 seconds East, 108.73 feet; thence South 05 degrees 42 minutes 02 seconds East, 108.72 feet; thence Due South, 110.96 feet; thence South 89 degrees 00 minutes 00 seconds East, 245.12 feet; thence South 20 degrees 00 minutes 00 seconds East, 335.16 feet; thence North 76 degrees 00 minutes 00 seconds East, 85.57 feet; thence South 14 degrees 00 minutes 00 seconds East, 30.00 feet; thence South 76 degrees 00 minutes 00 seconds West, 82.42 feet; thence South 20 degrees 00 minutes 00 seconds East, 175.60 feet; thence South 36 degrees 00 minutes 00 seconds East, 325.00 feet; thence South 27 degrees 00 minutes 00 seconds East, 275.00 feet; thence South 45 degrees 30 minutes 00 seconds East, 191.81 feet; thence South 23 degrees 00 minutes 00 seconds East, 332.98 feet; thence South 06 degrees 30 minutes 00 seconds East, 340.42 feet; thence South 21 degrees 25 minutes 30 seconds East, 76.41 feet; thence South 32 degrees 28 minutes 27 seconds East, 134.78 feet to a point on a curve concave Southeasterly, having a radius of 590.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 14 degrees 14 minutes 53 seconds , an arc length of 146.72 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 72 degrees 16 minutes 26 seconds East, 146.34 feet; thence Due North, 1095.68 feet; thence North 36 degrees 28 minutes 49 seconds West, 114.22 feet; thence North 14 degrees 57 minutes 09 seconds East, 194.29 feet; thence North 62 degrees 06 minutes 32 seconds East, 192.03 feet; thence South 70 degrees 44 minutes 05 seconds East, 192.03 feet; thence South 23 degrees 34 minutes 42 seconds East, 119.27 feet; thence North 66 degrees 00 minutes 00 seconds East, 32.75 feet; thence South 19 degrees 14 minutes 31 seconds East, 26.84 feet; thence South 02 degrees 15 minutes 37 seconds West, 81.22 feet; thence South 10 degrees 30 minutes 00 seconds West, 53.84 feet; thence South 13 degrees 33 minutes 09 seconds West, 71.19 feet; thence South 04 degrees 15 minutes 56 seconds East, 61.56 feet; thence South 03 degrees 24 minutes 33 seconds East, 75.39 feet; thence South 01 degrees 58

minutes 56 seconds East, 69.63 feet; thence South 04 degrees 30 minutes 38 seconds East, 78.45 feet; thence South 04 degrees 53 minutes 24 seconds East, 71.37 feet; thence South 25 degrees 07 minutes 30 seconds East, 80.92 feet; thence South 15 degrees 30 minutes 00 seconds West, 155.00 feet; thence South 05 degrees 00 minutes 00 seconds East, 76.00 feet; thence South 77 degrees 00 minutes 00 seconds East, 53.61 feet; thence South 56 degrees 00 minutes 00 seconds East, 416.72 feet; thence Due South, 113.24 feet; thence South 58 degrees 00 minutes 00 seconds East, 29.73 feet; thence Due South, 28.00 feet; thence South 20 degrees 08 minutes 58 seconds East, 115.00 feet to a point lying on the Northerly line of those lands described and recorded in Official Records Book 2116, page 524 of said public records, and a point on a curve concave Northerly, having a radius of 540.00 feet; thence Westerly and Southwesterly, along said Northerly line, the following 11 courses: Course 1, thence Westerly, along the arc of said curve, through a central angle of 20 degrees 08 minutes 58 seconds, an arc length of 189.90 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 79 degrees 55 minutes 31 seconds West, 188.93 feet; Course 2, thence Due West, 581.25 feet to the point of curvature of a curve concave Southeasterly, having a radius of 460.00 feet; Course 3, thence Southwesterly, along the arc of said curve, through a central angle of 45 degrees 00 minutes 00 seconds, an arc length of 361.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 67 degrees 30 minutes 00 seconds West, 352.07 feet; Course 4, thence South 45 degrees 00 minutes 00 seconds West, 11.53 feet to a point of curvature of a curve concave Northwesterly, having a radius of 790.00 feet; Course 5, thence Southwesterly, along the arc of said curve, through a central angle of 42 degrees 22 minutes 26 seconds, an arc length of 584.26 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 66 degrees 11 minutes 13 seconds West, 571.03 feet; Course 6, thence Southwesterly, along the arc of a curve concave Southeasterly, having a radius of 1660.00 feet, through a central angle of 25 degrees 22 minutes 26 seconds, an arc length of 735.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 74 degrees 41 minutes 13 seconds West, 729.15 feet; Course 7, thence South 62 degrees 00 minutes 00 seconds West, 168.54 feet to the point of curvature of a curve concave Southeasterly, having a radius of 960.00 feet; Course 8, thence Southwesterly, along the arc of said curve, through a central angle of 31 degrees 58 minutes 48 seconds, an arc length of 535.83 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 46 degrees 00 minutes 36 seconds West, 528.90 feet; Course 9, thence Southwesterly, along the arc of a curve concave Northwesterly, having a radius of 1040.00 feet, through a central angle of 21 degrees 25 minutes 42 seconds, an arc length of 388.96 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 40 degrees 44 minutes 03 seconds West, 386.69 feet; Course 10, thence South 51 degrees 26 minutes 54 seconds West, 503.73 feet; Course 11, thence South 01 degrees 40 minutes 54 seconds East, 50.78 feet to the Point of Beginning.

### Parcel 3A

A portion of fractional Section 28, a portion of Section 29, and a portion of Section 32, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North  $89^{\circ} 09' 44''$  East, along the Northerly line of said Section 29, a distance of 5291.00 feet to the corner common to Sections 20, 21, 28 and 29 of said Township and Range; thence continue North  $89^{\circ} 09' 44''$  East, along the Northerly line of said Section 28, a distance of 519.11 feet; thence South  $08^{\circ} 32' 25''$  East, 1975.75 feet; thence South  $48^{\circ} 35' 01''$  East, 207.78 feet to the Point of Beginning.

From said Point of Beginning, thence South  $74^{\circ} 52' 04''$  East, 460.34 feet; thence South  $08^{\circ} 41' 41''$  East, 920.26 feet; thence South  $46^{\circ} 43' 34''$  East, 320.92 feet; thence South  $16^{\circ} 42' 41''$  East, 1270.16 feet; thence South  $28^{\circ} 19' 23''$  West, 240.68 feet; thence South  $19^{\circ} 39' 52''$  East, 598.52 feet to a point lying on the Northerly line of said Section 33; thence South  $88^{\circ} 39' 12''$  West, along said Northerly line, 2093.28 feet to the Northwest corner of said Section 33; thence South  $00^{\circ} 37' 40''$  East, along the Westerly line of said Section 33, a distance of 3479.43 feet to a point on a curve concave Southeasterly, having a radius of 591.00 feet; thence Southwesterly, departing said Westerly line of said Section 33 and along the arc of said curve, through a central angle of  $47^{\circ} 29' 47''$ , an arc length of 489.92 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $75^{\circ} 50' 03''$  West, 476.01 feet; thence South  $52^{\circ} 05' 10''$  West, 403.35 feet to its intersection with the Northeasterly right of way line of U.S. Highway No. 1, a 150 foot right of way as presently established; thence North  $37^{\circ} 54' 50''$  West, along said Northeasterly right of way line of U.S. Highway No. 1, a distance of 4789.89 feet to its intersection with the line dividing said Sections 29 and 32 of said Township and Range; thence North  $37^{\circ} 53' 18''$  West, continuing along said Northeasterly right of way line, 107.32 feet; thence North  $01^{\circ} 40' 54''$  West, departing said Northeasterly right of way line, 50.78 feet; thence North  $51^{\circ} 26' 54''$  East, 503.73 feet to the point of curvature of a curve concave Northwesterly, having a radius of 1040.00 feet; thence Northeasterly along the arc of said curve through a central angle of  $21^{\circ} 25' 42''$ , an arc length of 388.96 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $40^{\circ} 44' 03''$  East, 386.69 feet; thence Northeasterly along the arc of a curve concave Southeasterly, having a radius of 960.00 feet, through a central angle of  $31^{\circ} 58' 48''$ , an arc length of 535.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $46^{\circ} 00' 36''$  East, 528.90 feet; thence North  $62^{\circ} 00' 00''$  East, 168.54 feet to the point of curvature of a curve concave Southerly, having a radius of 1660.00 feet; thence Northeasterly along the arc of said curve through a central angle of  $25^{\circ} 22' 26''$ , an arc length of 735.14 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $74^{\circ} 41' 13''$  East, 729.15 feet; thence Northeasterly along the arc of a curve concave Northwesterly, having a radius of 790.00 feet, through a central

angle of  $42^{\circ}22'26''$ , an arc length of 584.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $66^{\circ}11'13''$  East, 571.03 feet; thence North  $45^{\circ}00'00''$  East, 11.53 feet to the point of curvature of a curve concave Southeasterly, having a radius of 460.00 feet; thence Northeasterly along said arc, through a central angle of  $45^{\circ}00'00''$ , an arc length 361.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $67^{\circ}30'00''$  East, 352.07 feet; thence due East, 581.25 feet to the point of curvature of a curve concave Northwesterly, having a radius of 540.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $59^{\circ}15'00''$ , an arc length of 558.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $60^{\circ}22'30''$  East, 533.87 feet; thence North  $30^{\circ}45'00''$  East, 1555.61 feet to the Point of Beginning.

### Parcel 3D

A portion of fractional Section 28, and a portion of Section 29, both lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South and Range 29 East; thence North  $89^{\circ}09'44''$  East, along the Northerly line of said Section 29, a distance of 5291.00 feet to the corner common to Sections 20, 21, 28 and 29 of said Township and Range; thence continue North  $89^{\circ}09'44''$  East, along the Northerly line of said Section 28, a distance of 519.11 feet; thence South  $08^{\circ}32'25''$  East, departing the Northerly line of said Section 28, a distance of 1323.96 feet to the Point of Beginning.

From said Point of Beginning, continue South  $08^{\circ}32'25''$  East, 651.79 feet; thence South  $48^{\circ}35'01''$  East, 126.37 feet; thence South  $30^{\circ}45'00''$  West, 1570.67 feet to a point of curvature of a curve concave Northwesterly, having a radius of 460.00 feet; thence Southwesterly along the arc of said curve through a central angle of  $39^{\circ}06'02''$ , an arc length of 313.92 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $50^{\circ}18'01''$  West, 307.86 feet; thence North  $20^{\circ}08'58''$  West, 34.85 feet; thence North  $52^{\circ}18'18''$  East, 286.46 feet; thence North  $35^{\circ}34'08''$  West, 166.53 feet; thence North  $15^{\circ}45'48''$  East, 281.57 feet; thence North  $77^{\circ}57'29''$  East, 313.63 feet; thence North  $30^{\circ}45'00''$  East, 182.24 feet; thence North  $73^{\circ}06'02''$  West, 663.14 feet; thence North  $14^{\circ}28'21''$  East, 326.30 feet; thence North  $02^{\circ}57'42''$  West, 497.11 feet; thence North  $51^{\circ}12'03''$  East, 401.01 feet; thence North  $70^{\circ}44'06''$  East, 551.17 feet to the Point of Beginning.

**EXHIBIT "B"**

((H06000016699 3)))

**ARTICLES OF INCORPORATION  
OF  
LAS CALINAS AMENITIES ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned hereby files these Articles of Incorporation for the purpose of forming a corporation not-for-profit and does hereby certify:

**ARTICLE I**

**NAME**

The name of the corporation is Las Calinas Amenities Association, Inc. ("Association").

**ARTICLE II**

**PRINCIPAL OFFICE**

The principal office of the Association is located at 1914 Art Museum Drive, Jacksonville, Florida 32207.

**ARTICLE III**

**REGISTERED AGENT AND ADDRESS**

Kevin L. Troup whose address is 1914 Art Museum Drive, Jacksonville, Florida 32207 is hereby appointed the initial registered agent of this Association.

**ARTICLE IV**

**PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof and the specific purposes for which it is formed are to provide for the operation, maintenance and administration of the Common Areas within that certain tract of property described in that certain Declaration of Covenants, Conditions and Restrictions recorded or to be recorded in the public records of St. Johns County, Florida ("Declaration") and to promote the value and desirability of the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property or interests therein in connection with the affairs of the Association;

(d) borrow money and, with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members; and

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

## ARTICLE V

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest to any Lot shall be a member of the Association, including contract sellers. 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 which is subject to assessment by the Association.

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**ARTICLE VI****VOTING RIGHTS**

The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Owners with the exception of Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** Class B member(s) shall be Declarant who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) three (3) months following the date ninety percent (90%) of the Lots with completed homes thereon have been conveyed to Owners other than Declarant; or
- (b) the election by Declarant to terminate its Class B membership.

**ARTICLE VII****BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of three (3) directors who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Kevin L. Troup	1914 Art Museum Drive Jacksonville, Florida 32207
William T. Pyburn, III	1914 Art Museum Drive Jacksonville, Florida 32207
Michael Mesiano	1914 Art Museum Drive Jacksonville, Florida 32207

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At the first annual meeting following such time as Declarant voluntarily relinquishes its right to vote as Declarant in Association matters, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

#### ARTICLE VIII

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

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

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

#### ARTICLE IX

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

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**AMENDMENTS**


Amendment of these Articles shall require the assent to seventy-five percent (75%) of the entire membership.

**ARTICLE XII**

**DEFINITIONS**

All defined terms contained in these Articles shall have the same meanings assigned to them by the Declaration.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporator(s) of this Association have executed these Articles of Incorporation as of the 19 day of January, 2006.

  
\_\_\_\_\_  
Kevin L. Troup

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STATE OF FLORIDA )  
COUNTY OF DUVAL )SS  
}

The foregoing Articles of Incorporation were acknowledged before me this 19 day of January, 2006 by Kevin L. Troup, as Incorporator.

Charles D. Raley, Jr.  
(Print Name)  
NOTARY PUBLIC  
State of Florida at Large  
Commission #  
My Commission Expires: May 11, 2008  
Personally known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

 CHARLES D. RALEY, JR.  
MY COMMISSION # 285521  
EXPIRES: May 11, 2008  
Bonded Three Hundred Twenty Thousand Dollars

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**CERTIFICATE NAMING AGENT UPON WHOM PROCESS  
MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Las Calinas Amenities Association, Inc., a corporation duly organized and existing under the laws of the State of Florida, with principal office, as indicated in the Articles of Incorporation at City of Jacksonville, County of Duval, State of Florida, hereby names Kevin L. Troup located at 1914 Art Museum Drive, Jacksonville, Florida 32207, as its agent to accept service of process within this state.

  
\_\_\_\_\_  
Kevin L. Troup, Incorporator

Date: January 19, 2006

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with provisions relative to said office.

  
\_\_\_\_\_  
Kevin L. Troup, Registered Agent

Date: January 19, 2006

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**EXHIBIT "C"****BYLAWS  
OF  
LAS CALINAS AMENITIES ASSOCIATION, INC.****ARTICLE I****NAME AND LOCATION**

The name of the corporation is **LAS CALINAS AMENITIES ASSOCIATION, INC.** ("Association"). The principal office of the corporation shall be located at 1914 Art Museum Drive, Jacksonville, Florida 32207, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

**ARTICLE II****DEFINITIONS**

Section 1. "**Association**" shall mean and refer to **LAS CALINAS AMENITIES ASSOCIATION, INC.**, its successors and assigns.

Section 2. "**Property**" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "**Common Area**" shall mean the Common Area described in the Declaration.

Section 4. "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map or final development plan of the Property intended as a residential homesite.

Section 5. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "**Declarant**" shall mean and refer to Kensington, LLC, a Florida limited liability company, and its successors and assigns, if the rights of Declarant are specifically assigned.

Section 7. "**Declaration**" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the Office of the Clerk of Court, St. Johns County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the Secretary of person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present and represented.

Section 5. Proxies. 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot.

### ARTICLE IV

#### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors who need not be members of the Association.

**Section 2. Term of Office.** At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

**Section 3. Removal.** Any director may be removed from the Board with or without cause by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

**Section 4. Compensation.** No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

**Section 5. Action Taken Without a Meeting.** 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 all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### **NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### **MEETING OF DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of



the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) directors after not less than three (3) days notice to each director.

**Section 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and

(g) cause the Common Area to be maintained.

## ARTICLE VIII

### **OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Offices.** The officers of this Association shall be a President and Vice-President who shall at all times be members of the Board of Directors, a Secretary and a Treasurer and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, shall be removed or otherwise disqualified to serve.

**Section 4. Special Appointment.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

(a) **PRESIDENT:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **VICE-PRESIDENT:** The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him/her by the Board.

(c) **SECRETARY:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) **TREASURER:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

## **ARTICLE IX**

### **COMMITTEES**

The Association shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE X**

### **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member. The Declaration, Articles of Incorporation and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

## **ARTICLE XI**

### **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his/her Lot.

## **ARTICLE XII**

### **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: "LAS CALINAS AMENITIES ASSOCIATION, INC.", "Florida", and "2006".

## **ARTICLE XIII**

### **AMENDMENTS**

Section 1. These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## **ARTICLE XIV**

### **MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.



### CONSENT TO DECLARATION

The undersigned is the owner of the land more fully described in Exhibit "A" ("Property") to that certain Declaration of Covenants, Conditions and Restrictions for the Las Calinas Amenities dated January 24, 2006 ("Declaration") executed by Kensington, LLC ("Declarant") and to be recorded in the public records of St. Johns County, Florida.

The undersigned hereby consents to the recording of the Declaration and acknowledges and confirms that (a) the Declarant is permitted to execute the Declaration, and (b) the Property will be held, conveyed and transferred subject to the terms and conditions of the Declaration.

IN WITNESS WHEREOF, the undersigned sets its hand and seal this 24<sup>th</sup> day of January, 2006.

Witnesses:

PINE ISLAND TIMBER & INVESTMENT, LLC

Print Name: Linda Connors

By: [Signature]

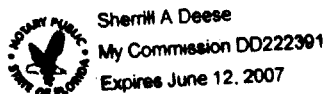
Print Name: KEVIN L. TROUP

Its: VICE PRESIDENT

Print Name: Sherrill A. Deese

STATE OF FLORIDA       )  
                                      ) SS  
COUNTY OF DUVAL     )

The foregoing instruction was acknowledged before me this 24<sup>th</sup> day of January, 2006, by Kevin L. Troup, the Vice President of Pine Island Timber & Investment, LLC, a Florida limited liability company, on behalf of the company.



(Print Name [Signature])

NOTARY PUBLIC

State of Florida at Large

Commission # \_\_\_\_\_

My Commission Expires:

Personally known \_\_\_\_\_

or Produced I.D. \_\_\_\_\_

[check one of the above]

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

Upon recording, please return to:  
Ellen Avery-Smith, Esquire  
Rogers Towers, P.A.  
7 Waldo Street, Suite B  
St. Augustine, Florida 32084-2718

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

**LAS CALINAS ESTATES HOMEOWNERS ASSOCIATION, INC.**

**Rogers Towers, P.A.  
7 Waldo Street, Suite B  
St. Augustine, Florida 32084-2718**



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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**LAS CALINAS ESTATES HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 2010, by Taylor Morrison of Florida, Inc., a Florida corporation (the "Declarant").

**PART ONE: INTRODUCTION TO THE COMMUNITY**

*Taylor Morrison of Florida, Inc. has created this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, maintenance and preservation of Las Calinas Estates as a planned community.*

**Article I      Creation of the Community**

**1.1.      Purpose and Intent.**

Declarant, as the owner of the real property described in **Exhibit "A"**, is Recording this Declaration to establish a general plan of development for Las Calinas Estates, a planned community. This Declaration provides for the Community's overall development, administration, maintenance and preservation and provides a flexible and reasonable procedure for its future expansion. An integral part of the development plan is the creation of the Las Calinas Estates Homeowners Association, Inc., an association comprised of all Las Calinas Estates property owners, to own, operate and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents.

This document does not and is not intended to create a condominium under Florida law.

Capitalized terms used in this Declaration are defined herein or in the related Articles of Incorporation for the Association.

**1.2.      Binding Effect.**

This Declaration governs the property described in **Exhibit "A"**, and any other property submitted to this Declaration in the future. This Declaration shall run with the title to such property and shall bind anyone having any right, title or interest in any portion of such property, their heirs, successors, successors-in-title and assigns.

Declarant, the Association, and their respective legal representatives, heirs, successors and assigns may enforce this Declaration. This Declaration shall be effective for a minimum of 25 years from the date it is Recorded. After twenty-five (25) years, this Declaration shall be

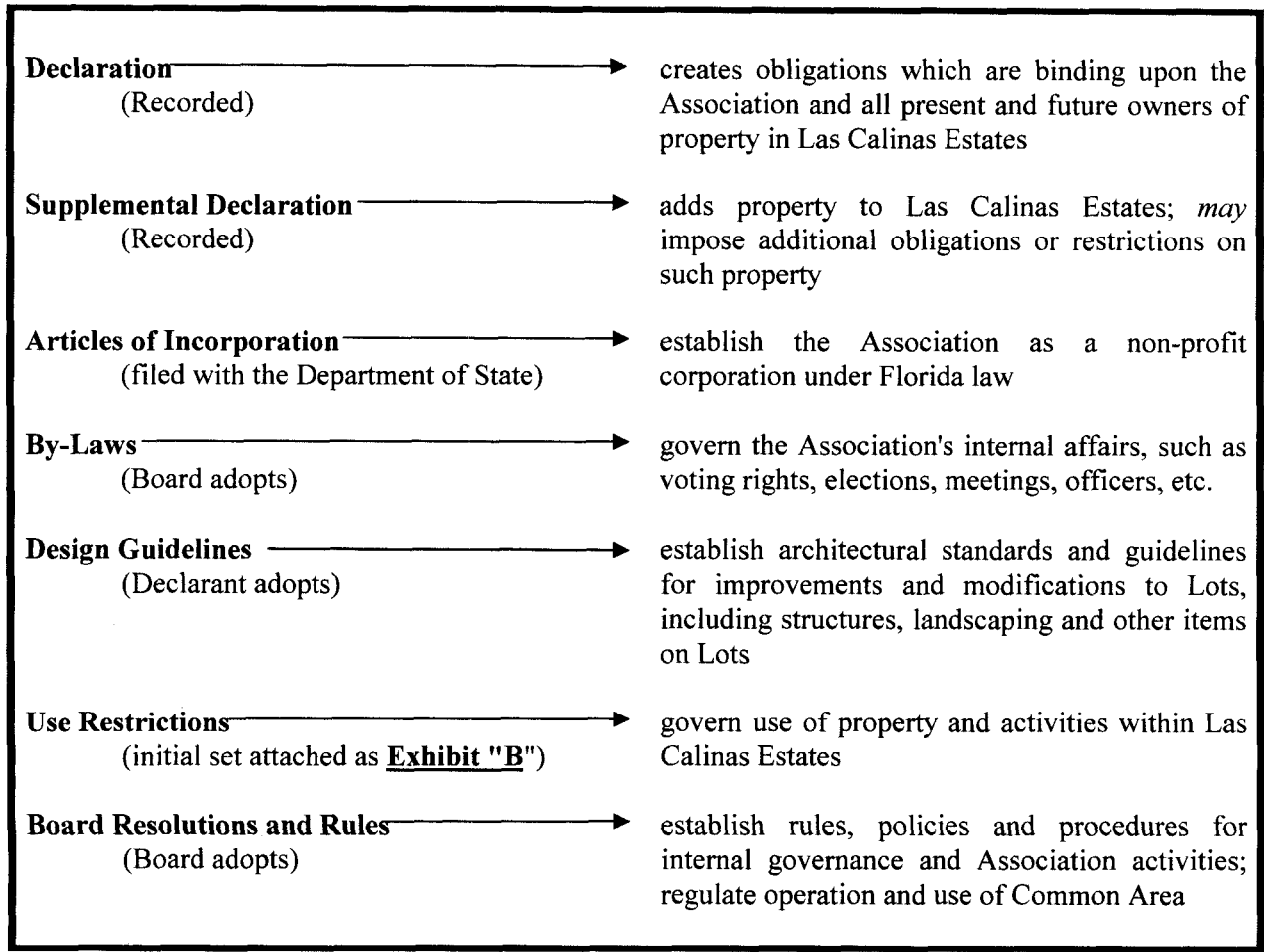
extended automatically for successive ten (10) year periods unless at least seventy-five percent (75%) of the then Owners sign a document stating that the Declaration is terminated and that document is Recorded within the year before any extension. In such case, this Declaration shall expire on the date specified in the termination document.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

In any event, if any provision of this Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire ninety (90) years after this Declaration is Recorded. This Section does not permit termination of any easement created in this Declaration without the consent of the holder of such easement.

1.3. Governing Documents.

The Governing Documents create a general development plan for Las Calinas Estates. The following diagram identifies and summarizes the Governing Documents, each as they may be amended:



Additional restrictions or provisions which are more restrictive than the provisions of this Declaration may be imposed on any portion of Las Calinas Estates, in which case, the more restrictive provisions will be controlling. However, no Person shall Record any additional covenants, conditions or restrictions affecting any portion of Las Calinas Estates without Declarant's written consent, so long as Declarant or any Declarant Affiliate owns any property described in **Exhibit "A"**. Thereafter, Owners representing at least seventy-five percent (75%) of the Association's total Class "A" votes must consent. Any instrument Recorded without the required consent is void and of no force and effect.

If there are conflicts between Florida Law, the Declaration, the Articles and the By-Laws, then Florida law, the Declaration, the Articles and the By-Laws (in that order) shall prevail.

The Governing Documents apply to all Owners and any occupants of a Lot. They also apply to tenants, guests, visitors and invitees. All leases must require that tenants and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents; provided, the Governing Documents shall apply regardless of whether specifically set forth in the lease.

If any court determines that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of the provision.

Diagrams in the Governing Documents illustrate concepts and assist the reader. The diagrams are for illustrative purposes only. If there is a conflict between any diagram and the text of the Governing Documents, the text shall control.

#### **1.4. Relationship with Las Calinas Amenity Club Association, Inc.**

The Declaration of Covenants Conditions and Restrictions for Las Calinas Amenities is recorded in Official Records Book 2634, Page 1142 of the Public Records of St. Johns County, Florida, as amended by Amendment recorded in Official Records Book 3274, Page 1748 of the Public Records of St. Johns County, Florida (the "Amenity Declaration"). Pursuant to the Amenity Declaration, Las Calinas Amenity Club Association, Inc., a Florida not-for-profit corporation (the "Amenity Club") is responsible for performance of the terms and conditions of the Amenity Declaration, owns and operates all of the Common Area defined in the Amenity Declaration for the benefit of the Owners of the Las Calinas Property (as defined in and subject to the Amenity Declaration), and for the benefit of the members of the Amenity Club. Pursuant to the Amenity Declaration, all Owners of Lots (as that term is defined below) in Las Calinas Estates Homeowners Association, Inc. ("Association") are members of the Amenity Club, as well as other persons owning lots in the Las Calinas Property. All members are subject to payment of (i) annual assessments or charges, and (ii) initial and special assessments for capital improvements to the Amenity Club in addition to the membership assessments provided in Article VIII, below. Membership in the Amenity Club is appurtenant to and not separable from ownership of any Lot in Las Calinas Estates pursuant to the provisions in the Amenity Declaration. Assessments paid to the Amenity Club are used for management, operation, maintenance, repair, rebuilding or expansion of jointly used facilities and amenities located



within the Common Area (as defined in and subject to the Amenity Declaration). A one-time capital contribution assessment of \$400.00 is due to the Amenity Club upon the closing on a Lot pursuant to Section 4 of the Amenity Declaration, as amended.

## **Article II Concepts and Definitions**

The terms used in the Governing Documents are given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms are defined as follows:

**"Affiliate"**: Any Person which (either directly or indirectly, through one or more intermediaries) controls, is in common control with, or is controlled by, another Person, and any Person that is a director, trustee, officer, employee, independent contractor, shareholder, agent, co-venturer, subsidiary, personal representative or attorney of any of the foregoing. For the purposes of this definition, the term "control" means the direct or indirect power to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract or otherwise.

**"Articles"**: The Articles of Incorporation of Las Calinas Estates Homeowners Association Inc. filed with Florida's Department of State, as they may be amended.

**"Association"**: Las Calinas Estates Homeowners Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

**"Benefited Assessment"**: Assessments charged against a particular Lot or particular Lots for Association expenses as described in Section 8.5.

**"Board of Directors" or "Board"**: The body responsible for the general governance and administration of the Association, selected as provided in the By-Laws.

**"Builder"**: Anyone acquiring Lots for the purpose of constructing homes for later sale to consumers, or who purchases land within the Community for further subdivision, development and/or resale in the ordinary course of its business.

**"By-Laws"**: The By-Laws of Las Calinas Estates Homeowners Association, Inc., as they may be amended. A copy of the initial By-Laws is attached to this Declaration as **Exhibit "C"**.

**"Class "B" Control Period"**: The time period during which the Class "B" Member may appoint a majority of the Board members. The Class "B" Control Period ends when any one of the following occurs:

(a) Three months after ninety percent (90%) of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed to Members; or

(b) Such other percentage of the Lots have been conveyed to Members as determined by the Class "B" Member in its discretion.

"Common Area": All real and personal property, including easements, which the Association owns, leases or otherwise has a right to possess or use for the common use and enjoyment of the Owners. Common Area includes the Limited Common Area, as defined below.

"Common Expenses": The actual and estimated expenses the Association incurs, or expects to incur, for the general benefit of all Owners. Common Expenses include any reserves the Board finds necessary or appropriate.

"Common Maintenance Areas": The Common Area, together with any other area for which the Association has or assumes maintenance or other responsibility.

"Community" or "Las Calinas Estates": The real property described in **Exhibit "A"**, together with such additional property as is subjected to this Declaration in accordance with Article IX.

"Community-Wide Standard": The standard of conduct, maintenance or other activity generally prevailing throughout the Community, or the minimum standards established pursuant to the Design Guidelines, Use Restrictions and Board resolutions, whichever is the highest standard. Declarant initially shall establish such standard. The Community-Wide Standard may contain objective elements, such as specific lawn or house maintenance requirements, and subjective elements, such as matters subject to the Board's or the DRB's discretion. The Community-Wide Standard may or may not be set out in writing. The Community-Wide Standard may evolve as development progresses and as Las Calinas Estates changes.

"Declarant": Taylor Morrison of Florida, Inc., a Florida corporation, or any successor or assign as developer of all or any portion of Las Calinas Estates who is designated as Declarant in a Recorded instrument the immediately preceding Declarant executes. On all matters, Declarant may act through its designated Affiliates.

"Design Guidelines": The Community's architectural, design and construction guidelines and review procedures adopted pursuant to Article IV.

"Design Review Board" or "DRB": The committee established to review plans and specifications for the construction or modification of improvements and to administer and enforce the architectural controls described in Article IV.

"Development Order": Resolution No. 2005-232, adopting the Marshall Creek Development of Regional Impact Development Order of St. Johns County, Florida, pursuant to Chapter 380, Florida Statutes, on an Application for Development Approval Filed by Hines Interests Limited Partnership on an Application for Development of Regional Impact, as may be amended from time to time.

"Limited Common Area": A portion of the Common Area primarily benefiting one or more, but less than all, Owners, as more particularly described in Article XII.

"Lot": A portion of the Community, whether improved or unimproved, which may be independently owned and conveyed. The term shall refer to the land, if any, which is part of the

Lot as well as any improvements on the Lot. The term shall not apply to the Common Area. The boundaries of each Lot shall be shown, described or referenced on a Plat, Recorded survey, restrictive covenants or deed.

A parcel shall be deemed to be a single Lot until such time as a Plat subdivides all or a portion of the parcel or otherwise creates, designates or describes Lots within a parcel. After a Plat is Recorded, the parcel shall contain the number of Lots shown, created, designated or described on the Plat.

"Master Plan": The Las Calinas Planned Unit Development Master Development Plan for Las Calinas Estates approved by St. Johns County, Florida, as it may be amended, which includes all of the property described in **Exhibit "A"**. Declarant is not obligated to submit property shown on the Master Plan to this Declaration. In addition, Declarant may submit property to this Declaration which is not shown on the Master Plan. The Master Plan is subject to change, in Declarant's discretion, without notice or consent except as may be required by law.

"Member": Each Lot Owner, as described in Section 6.2. There are two membership classes, Class "A" and Class "B."

"Mortgage": A mortgage, a deed of trust, a deed to secure debt or any other form of security instrument affecting title to any Lot. The term "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

"Owner": The title holder to any Lot, but excluding, in all cases, anyone holding an interest merely as security for the performance of an obligation (*e.g.*, a Mortgagee). If a Lot is sold under a Recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

"Person": An individual, a corporation, a partnership, a trustee or any other legal entity.

"Plat": Any Recorded land survey plat for all or any portion of Las Calinas Estates.

"PUD": The Las Calinas Planned Unit Development zoning district, adopted by St. Johns County, Florida Ordinance 2005-109, as may be amended from time to time, approving a Planned Unit Development for 425 single-family lots on the Property described in **Exhibit "A"**.

"Record," "Recording," or "Recorded": To file, the filing of or filed of record a legal instrument in the Public Records of St. Johns County, Florida or such other place designated as the official St. Johns County location for recording documents affecting title to real estate.

"Regular Assessment": Annual assessments levied to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Section 8.1.

"Special Assessment": Assessments charged against all Owners in accordance with Section 8.3.

**"Supplemental Declaration":** A Recorded instrument which subjects additional property to this Declaration, identifies Common Area and Limited Common Area, and/or imposes additional restrictions and obligations on the land described.

**"Surface Water or Stormwater Management System":** 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 40-C-42, Florida Administrative Code.

**"Use Restrictions":** The initial use restrictions, rules, and regulations governing the use of and activities on the Lots and the Common Areas set forth in **Exhibit "B"**, as they may be changed in accordance with Article III or otherwise amended.

## **PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS**

*The standards for use and conduct, maintenance and architecture at Las Calinas Estates are what give the Community its identity and make it a place that people want to call "home." This Declaration establishes procedures for adopting, modifying, applying and enforcing such standards while providing the flexibility for community standards to evolve as the Community changes and grows.*

### **Article III Use and Conduct**

#### **3.1. Restrictions on Use, Occupancy and Alienation.**

The restrictions set forth in this Section may be amended only in accordance with Article XIX.

(a) **Residential and Related Uses.** Lots shall be used primarily for residential and related purposes. No business shall be conducted in, on, or from any Lot, except that an Owner or another resident of the Lot may conduct business activities on such Lot if the business activity:

(i) is not apparent or detectable by sight, sound or smell from outside of a permitted structure;

(ii) complies with applicable zoning requirements;

(iii) does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees, or door-to-door solicitation within the Community; and

(iv) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Community, as determined in the Board's sole discretion.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

This Section shall not apply to restrict Declarant's activities, nor shall it restrict the activities of Persons Declarant approves with respect to the development and sale of property in the Community. This Section also shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities.

Leasing a residence is not a "business" within the meaning of this subsection.

(b) Leasing. For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service or gratuity. The principal dwelling on the Lot may be leased only in its entirety (e.g., separate rooms within the same dwelling may not be separately leased); provided, a detached "in-law suite" or "guest house" may be independently leased.

**All leases shall be in writing except: (i) with the Board's prior written consent, or (ii) as Declarant authorizes in a Supplemental Declaration. In accordance with the procedures set out in Section 3.4, the Board may impose minimum lease terms of up to 12 months. Restrictions on lease terms shall not apply to Lots Declarant or its Affiliates own.**

Within ten days of a lease being signed, an Owner shall notify the Board or the Association's managing agent of the lease and provide any additional information the Board may reasonably require. The Owner must give the tenant copies of the Governing Documents. In addition to this sub-section (b), the Board may adopt reasonable Use Restrictions and rules regulating leasing and subleasing.

(c) Maximum Occupancy. No more than two Persons per bedroom may occupy the same dwelling on or in a Lot on a regular and consistent basis (as the Board determines).

(d) Occupants Bound. Every Owner shall cause anyone occupying or visiting his or her Lot to comply with the Governing Documents and shall be responsible for all violations and Losses they cause to the Common Maintenance Areas, notwithstanding the fact that such Persons also are responsible for complying and may be sanctioned for any violation.

(e) Subdivision of a Lot. Lots may not be subdivided or their boundary lines changed except with the Board's prior written approval; provided, Declarant may subdivide, change the boundary line of, and replat any Lot it owns.

### 3.2. Framework for Regulation.

As part of the general plan of development, the Governing Documents establish a framework of covenants, easements and restrictions which govern the Community. This includes the initial Use Restrictions set forth in **Exhibit "B"**. Within that framework, the Board and the Members must be able to respond to unforeseen problems and changes affecting the Community. This Article establishes procedures for modifying and expanding the Use Restrictions to respond to such changes.

The procedures described in this Article are not intended to apply to reasonable rules and regulations relating to use and operation of the Common Area, which the Board may adopt by resolution, or other administrative rules, unless the Board chooses, in its discretion, to submit to such procedures. In addition, the Board shall have discretion, without the necessity of complying with the procedures set forth in this Article, to enact such rules and regulations as are necessary or appropriate to comply with the Development Order, PUD and any other governmental or quasi-governmental order, permit or approval applicable to the Community.

### 3.3. Owners' Acknowledgment and Notice to Purchasers.

**Each Owner, by accepting a deed, acknowledges and agrees that the use, enjoyment and marketability of his or her Lot is limited and affected by the Use Restrictions and Board rules, which may change from time to time. All Lot purchasers are on notice that the Association may have adopted changes to the Use Restrictions and that such changes may not be set forth in a Recorded document.** Copies of the current Use Restrictions and Board rules may be obtained from the Association.

### 3.4. Rule Making Authority.

(a) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and the Members, the Board may change (*i.e.*, modify, cancel, limit, create exceptions to or add to) the Use Restrictions. The Board shall send the Owners notice of any proposed change at least seven business days before the Board meeting to consider the change. The Owners shall have a reasonable opportunity to be heard at such Board meeting.

The proposed change shall be approved unless disapproved by Owners representing a majority of the Association's Class "A" votes, and by the Class "B" Member, if any. The Board is not obligated to call a meeting of the Owners to consider disapproval unless it receives a petition which meets the By-Law's requirements for special meetings. If the Board receives such a petition before the change's effective date, the change shall not become effective until after a meeting is held, and then subject to the outcome of the meeting.

(b) Before any Use Restriction change becomes effective, the Board shall send a copy of the new or changed Use Restriction to each Owner. The change does not become effective until 30 days following distribution to the Owners. The Association shall provide to any requesting Member or Mortgagee, without cost, a copy of the Use Restrictions then in effect.

(c) At least once every three years after the Class "B" Control Period ends, the Board shall present the then current Use Restrictions to the Owners for review and advice as to continued viability or necessity within the Community.

(d) No action taken under this Article shall have the effect of modifying, repealing or expanding the Design Guidelines or any provision of this Declaration other than the initial Use Restrictions. In the event of a conflict between the Design Guidelines and the Use Restrictions, the Design Guidelines shall control. In the event of a conflict between the Use Restrictions and any provision within this Declaration (exclusive of the Use Restrictions), the Declaration provision shall control.

### 3.5. Protection of Owners and Others.

Except as may be set forth in this Declaration (either initially or by amendment) or in the initial Use Restrictions set forth in **Exhibit "B"**, the Association's actions with respect to Use Restrictions and rules must comply with the following:

- (a) Similar Treatment. All Owners are similarly situated and must be treated as such.
- (b) Displays. Owners' rights to display religious and holiday signs, symbols and decorations on their Lots of the kinds normally displayed in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place and manner restrictions with respect to such displays.

The Association shall not regulate the content of political signs; however, it may regulate the time, place, and manner of posting such signs (including design criteria).

- (c) Household Composition. The Association shall not interfere with any Owner's freedom to determine the composition of his/her household, except that it may enforce the occupancy limits set out in Section 3.1(c).

- (d) Activities Within Lots. The Association shall not interfere with activities within a dwelling, except it may prohibit activities within Lots not normally associated with residential property, and it may restrict or prohibit activities within any Lot that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible outside the Lot, or that are an unreasonable source of annoyance.

- (e) Alienation. The Association shall not prohibit leasing or transfer of any Lot, or require the Association's or the Board's consent prior to leasing or transferring a Lot. The Association may require that Owners use Association-approved lease forms (or include specific lease terms) and may impose a reasonable review or administrative fee on the lease or transfer of any Lot. In addition, pursuant to Section 3.1(b), the Board may impose minimum lease terms.

- (f) Abridging Existing Rights. The Association may not require an Owner to dispose of personal property that was in or on a Lot in compliance with previous rules. This exemption

shall apply only during the period of such Owner's ownership of the Lot and shall not apply to subsequent Owners who take title to the Lot after adoption of the rule.

(g) Reasonable Rights to Develop. The Association may not impede Declarant's right to develop Las Calinas Estates.

(h) Compliance with Development Order and PUD. The Association may not enact any rule or take any action, including, without limitation, amending the Use Restrictions, which is in violation of, or which prevents actions required to comply with, the terms of the Development Order and PUD.

The limitations in subsections (a) through (f) of this Section shall not apply to amendments to this Declaration adopted in accordance with Article XIX.

#### **Article IV     Architecture and Landscaping**

##### **4.1.     General.**

Except for work done by or on behalf of Declarant or any Declarant Affiliate, no structure or thing shall be placed, erected or installed upon any Lot, and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations or planting or removal of landscaping) shall take place within Las Calinas Estates, except in compliance with this Article and the Design Guidelines.

Any Owner may remodel, paint or redecorate the interior of any structure on his or her Lot without approval. However, modifications to the interior of screened porches, patios and any other portions of a Lot visible from outside a structure are subject to approval.

Each dwelling shall be designed by and built in accordance with the plans and specifications of a licensed architect acceptable to Declarant, unless Declarant, in its sole discretion, or its designee otherwise approves. The landscaping for each Lot shall be designed and installed in accordance with the plans and specifications of a licensed landscape architect acceptable to Declarant, unless Declarant, in its sole discretion, or its designee otherwise approves. Dwellings shall be constructed by licensed or certified Builders acceptable to Declarant, unless Declarant, in its sole discretion, or its designee otherwise approves.

Approval under this Article and the Design Guidelines is not a substitute for any approvals or reviews required by St. Johns County, the St. Johns River Water Management District or any other municipality or governmental agency or entity having jurisdiction over architectural or construction matters.

This Article does not apply to Declarant's activities or to the Association's activities during the Class "B" Control Period.



#### 4.2. Architectural Review.

(a) By Declarant. Declarant shall have exclusive authority to administer and enforce architectural controls and to review and act upon all applications for architectural and other improvements within the Community. Declarant's rights under this Article IV shall continue for as long as Declarant or any Declarant Affiliate owns any portion of the Community or has a unilateral right to annex property, unless Declarant earlier terminates its rights in a Recorded instrument. Declarant may designate one or more Persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, Declarant or its designee acts solely in Declarant's interest and owes no duty to any other Person.

Declarant may from time to time delegate or assign all or any portion of its rights under this Article to any other Person or committee, including the Design Review Board. Any such delegation shall be in writing, shall specify the delegated responsibilities and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and (ii) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of other entities shall be limited to such matters as Declarant specifically delegates.

(b) Design Review Board. Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the DRB, shall assume jurisdiction over architectural matters. When appointed, the DRB shall consist of at least three, but not more than seven, persons. Members of the DRB need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish. The DRB members shall be designated, shall serve and may be removed and replaced in the Board's discretion.

The Board may create and appoint subcommittees of the DRB. Subcommittees may be established to preside over particular areas of review (*e.g.*, landscape plans) and shall be governed by procedures the Board or the DRB may establish. Any subcommittee's actions are subject to review and approval by Declarant, for as long as Declarant may review the DRB's decisions, and the DRB. Notwithstanding the above, neither the DRB nor Declarant shall be obligated to review all actions of any subcommittee, and the failure to take action in any instance shall not be a waiver of the right to act in the future.

Unless and until such time as Declarant delegates any of its reserved rights to the DRB or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

Declarant and the Association may employ architects, engineers or other Persons to perform the review required under this Article. In addition, a horticulturalist or landscape architect shall be engaged by the entity performing the review under this Article to provide professional assistance in the review of landscape plans for individual Lots.

(c) Reviewer. The entity having jurisdiction in a particular case, whether Declarant or its designee or the DRB, shall be referred to as the "Reviewer."

(d) Fees; Assistance. The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. The Board may include the compensation of such Persons in the Association's annual operating budget.

#### 4.3. Guidelines and Procedures.

(a) Design Guidelines. Declarant shall prepare Design Guidelines for the Community, which shall contain general provisions applicable to all of Las Calinas Estates. Among other things, the Design Guidelines shall restrict the use of specified plant species and require the review and approval of all plant species in accordance with the Development Order. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Reviewer. The Design Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Design Guidelines does not guarantee an application's approval.

Declarant shall have sole and full authority to amend the Design Guidelines as long as it or any Declarant Affiliate owns any portion of the Community or has a unilateral right to annex property. Declarant's right to amend shall continue even if its reviewing authority is delegated to the DRB, unless Declarant also delegates the power to amend to the DRB. Upon termination or delegation of Declarant's right to amend, the Board may amend the Design Guidelines in accordance with the same procedures for changing Use Restrictions described in Section 3.4.

Amendments to the Design Guidelines shall be prospective only. They shall not require modifications to or removal of structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Design Guidelines as amended. Subject to the Community-Wide Standard, there is no limit to the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

The Reviewer shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within Las Calinas Estates. In Declarant's discretion, the Design Guidelines may be Recorded, in which event the Recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(b) Procedures. Unless the Design Guidelines provide otherwise, no construction activities or other activities described in Section 4.1 may begin until a request is submitted to and approved by the Reviewer. The request must be in writing and be accompanied by plans and specifications and other information the Reviewer or the Design Guidelines require. Plans and specifications shall show, as applicable, site layout, structural design, exterior elevations, exterior

materials and colors, landscaping, drainage, exterior lighting, irrigation and other features of proposed construction.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed exterior design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the sole discretion to make final, conclusive and binding determinations on matters of aesthetic judgment and such determinations are not subject to review so long as they are made in good faith and in accordance with the required procedures.

The Reviewer shall make a determination on each application within 45 days after receipt of a completed application and other information it requires. The Reviewer may permit or require that an application be submitted or considered in stages, in which case, a final decision shall not be required until after the final, required submission stage. The Reviewer may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application.

As long as Declarant or any Declarant Affiliate owns any portion of the Community or has the unilateral right to annex property, the DRB shall notify Declarant in writing within three business days of any action (*i.e.*, approval, partial approval or disapproval) it intends to take under this Article. A copy of the application and any additional information that Declarant may require shall accompany the notice. During such time, Declarant shall have the right, in its sole and absolute discretion, to veto any DRB action; provided, Declarant's right to veto must be exercised within 10 business days after it receives notice of the DRB's action. The party submitting the plans for approval shall not be notified of the DRB's action until after Declarant's right to veto has been exercised or has expired.

The Reviewer shall notify the applicant in writing of a final determination on any application within five days after such determination is made or, with respect to any DRB determination subject to Declarant's veto right, within five days after the earlier of: (i) receipt of notice of Declarant's veto or waiver thereof; or (ii) expiration of the 10-day period for exercise of Declarant's veto. In the case of disapproval, the Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

If the Reviewer fails to respond in a timely manner, approval shall be deemed given, subject to Declarant's veto right. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Design Guidelines unless a written variance has been granted pursuant to Section 4.5.

Notice shall be deemed given at the time the envelope containing the response is deposited in U.S. mail. Personal or electronic delivery of such written notice also shall be sufficient and shall be deemed given at the time of confirmed delivery to the applicant.

As part of any approval, the Reviewer may require that construction in accordance with approved plans commence within a specified time period. If construction does not commence within the required period, the approval shall expire and the Owner must reapply for approval before commencing any activities. Once commenced, construction must be diligently pursued to completion. All construction work shall be completed within one year of commencement unless otherwise specified in the notice of approval or the Design Guidelines, or unless the Reviewer, in its discretion, grants an extension in writing. If approved work is not completed within the required time, it shall be in violation of this Article and shall be subject to enforcement action by the Association or Declarant.

Declarant or the Board, with Declarant's consent, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution. For example, Builders may be permitted to submit and receive pre-approval of landscaping or other plans for general application. Such pre-approved plans shall not require resubmission prior to use on a particular Lot.

#### **4.4. No Waiver of Future Approvals.**

Each Owner acknowledges that the people reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, at which time, it may or may not be unreasonable to require that such objectionable features be changed. However, the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval of similar applications, plans or other matters subsequently or additionally submitted for approval.

#### **4.5. Variances.**

The Reviewer may authorize variances from compliance with the Design Guidelines and any procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the Reviewer from denying a variance in other circumstances. A variance requires Declarant's written consent for so long as Declarant or any Declarant Affiliate owns any portion of the Community or has the unilateral right to annex property, and, thereafter, requires the Board's written consent.

#### **4.6. Limitation of Liability.**

This Article establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of Las Calinas Estates. The standards and procedures do not create any duty to any Person. Review and approval of any application pursuant to this Article may be based on purely aesthetic considerations. The Reviewer is not responsible for the

structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that every dwelling is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other Owners.

Declarant, Declarant's Affiliates, the Association, its officers, the Board, the DRB, the Association's management agent, any committee, or any member of any of the foregoing shall not be held liable for the approval of, disapproval of or failure to approve or disapprove any plans; soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any Loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not Declarant has approved or featured such contractor as a Builder in the Community; or any injury, damages or Loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot. In all matters, the Association shall defend and indemnify the Board, the DRB, the members of each and the Association officers as provided in Section 7.6.

#### **4.7. Certificate of Compliance.**

Any Owner may request in writing that the Reviewer issue a certificate of architectural compliance certifying that there are no known violations of this Article or the Design Guidelines. The Association shall either grant or deny such written request within 30 days after receipt and may charge a reasonable administrative fee. The issuance of a certificate of architectural compliance shall prevent the Association from taking enforcement action against an Owner for any condition known to the Association on the date of the certificate.

#### **4.8. Enforcement.**

Any construction, alteration or other work done in violation of this Article or the Design Guidelines is subject to enforcement action. Upon written request from the Association or Declarant, an Owner shall, at his/her own cost and expense, and within a reasonable time frame identified in the request, cure the violation or restore the Lot to substantially the same condition as existed before the violation occurred. Should an Owner fail to cure the problem or otherwise restore the property as required, the Association, Declarant, or their designees shall have the right to enter the property, remove the violation and restore the property. All costs, together with interest at the rate the Board establishes (not to exceed the maximum rate then allowed by law), may be assessed against the benefited Lot and collected as a Benefited Assessment.

Any approvals granted under this Article are conditioned upon completion of all elements of the approved work, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work by the deadline imposed, Declarant or the Association may, after notifying the Owner and allowing an opportunity to be heard in accordance with the By-Laws, enter upon the Lot and remove or complete any incomplete work and assess all costs incurred against the Lot and its Owner as a Benefited Assessment.

Any act of any contractor, subcontractor, agent, employee or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded from the Community, subject to the notice and hearing procedures contained in the By-Laws. Declarant, Declarant's Affiliates, the Association, and their respective officers and directors, shall not be held liable to any Person for exercising the rights granted by this paragraph.

The Association shall be primarily responsible for enforcing this Article. If, however, in Declarant's discretion, the Association fails to take appropriate enforcement action within a reasonable time period, Declarant, for so long as it or any Declarant Affiliate owns any portion of the Community or has the unilateral right to annex property, may, but shall not be obligated to, exercise the enforcement rights set forth above. In such event, Declarant may assess and collect Benefited Assessments against the violating Owner and assert the Association's lien rights pursuant to Article VIII. The Association hereby assigns to Declarant such rights and authority, including the right to all funds collected, and no further assignments shall be required.

In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the Reviewer's decisions. If the Association or Declarant prevail, they shall be entitled to recover all costs including, without limitation, attorneys' fees and court costs, reasonably incurred in such action. The alternative dispute resolution provisions set out in Article XIV shall not apply to actions by Declarant or the Association to enforce the provisions of this Article or the Reviewer's decisions.

## **Article V Maintenance and Repair**

### **5.1. Maintenance of Lots.**

Each Owner must maintain his or her Lot, including all structures, landscaping and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the Community-Wide Standard and any other applicable covenants, unless such maintenance responsibility is otherwise assumed by the Association under any Supplemental Declaration or additional covenants applicable to such Lot.

Each Owner must maintain the sidewalk and landscaping located in the public right-of-way adjacent to his or her Lot unless the Association is assigned or assumes all or part of such maintenance responsibility or it is assigned to or assumed by the Association pursuant to a Supplemental Declaration.

### **5.2. Responsibility for Repair and Replacement.**

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance includes responsibility for repair and replacement as necessary to maintain the property to a level consistent with the Community-Wide Standard.

Each Owner shall carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible, unless the Association carries such insurance (which it may, but is not obligated to do). If the Association assumes responsibility for insuring a Lot, the insurance premiums shall be levied as a Benefited Assessment against the benefited Lot and the Owner.

Within three months of any damage to or destruction of a structure on a Lot, the Owner shall repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved in accordance with Article IV; provided, under special circumstances, the Board, in its discretion, may extend such time period. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive condition consistent with the Community-Wide Standard. The Owner shall pay any costs insurance proceeds do not cover.

### **PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION**

*This Declaration establishes the Association as a way for each Owner to participate in the governance and administration of Las Calinas Estates. While the Board of Directors has responsibility for the Association's day-to-day management and operation, some decisions are considered of such importance that they are reserved for the Association's membership -- the Lot Owners.*

#### **Article VI The Association and its Members**

##### **6.1. Function of Association.**

The Association is the entity responsible for management, maintenance, operation and control of the Common Maintenance Areas, including the Stormwater Management System. The Association also has primary responsibility for administering and enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Florida law. The Board shall be responsible for management for the Association and, as the Governing Documents permit, may contract with a property manager for such purposes. The Board is appointed or elected as provided in the By-Laws.

##### **6.2. Membership.**

Every Owner is a Member of the Association; provided, there is only one membership per Lot. If a Lot is owned by more than one Person, each co-Owner shares the privileges of the membership, subject to reasonable Board regulation and the voting restrictions described in Section 6.3 and in the By-Laws. Co-Owners are jointly and severally obligated to perform the responsibilities of an Owner. The membership rights of an Owner which is not an individual (e.g., a corporation) may be exercised by any officer, director, partner or trustee, or by an individual the Owner designates from time to time in a written instrument provided to the Association's Secretary.

##### **6.3. Voting.**

The Association shall have two classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members are all Owners except the Class "B" Member and, during the period of Class "B" membership, any Declarant Affiliate. Class "A" Members have one equal vote for each Lot they own, except that there is only one vote per Lot. No vote shall be exercised for any property which is exempt from assessment under Section 8.10.

(b) Class "B". The sole Class "B" Member shall be Declarant. The Class "B" Member shall not vote, but may appoint a majority of the Board members during the Class "B" Control Period, as specified in the By-Laws, and may exercise the additional rights specified throughout the Governing Documents.

The Class "B" membership terminates upon the earlier of:

(i) Three months after 90 percent of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed to Members; or

(ii) Such other percentage of Lots have been conveyed to Members as determined by the Class "B" Member in its discretion.

(c) Upon termination of the Class "B" membership, Declarant and Declarant Affiliates shall be Class "A" Members entitled to one Class "A" vote for each Lot they own.

## **Article VII Association Powers and Responsibilities**

### **7.1. Acceptance and Control of Association Property.**

(a) The Association may acquire, hold, mortgage or otherwise encumber, lease (as landlord or tenant), operate and dispose of tangible and intangible personal property and real property. The Association may enter into leases, licenses or operating agreements, for payment or no payment, as the Board deems appropriate, permitting use of portions of the Common Area by others.

(b) Declarant or its designees may transfer to the Association, and the Association shall accept, personal property and/or fee title or other property interests in any improved or unimproved real property included within the property described in Exhibit "A". Upon Declarant's written request, the Association shall transfer back to Declarant any unimproved real property originally conveyed to the Association for no payment, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

(c) The Association is responsible for management, operation and control of the Common Area, subject to any covenants, easements or restrictions set forth in the deed or other instrument transferring the property to the Association. The Board may adopt such reasonable rules regulating use of the Common Area as it deems appropriate. The Association may enter into a property management agreement with any Person, including Declarant or any Declarant Affiliate.



## 7.2. Maintenance of Common Maintenance Areas.

The Association shall maintain the Common Maintenance Areas in accordance with the Community-Wide Standard. The Common Maintenance Areas shall include, but are not limited to:

- (a) the Common Area, including landscaping, structures and other improvements;
- (b) landscaping within public rights-of-way within or abutting Las Calinas Estates;
- (c) such portions of any additional property as may be dictated by Declarant, this Declaration, any Supplemental Declaration, any Plat or any contract, covenant or agreement for maintenance entered into by, or for the benefit of, the Association; and
- (d) the Stormwater Management System including, all ponds, streams and/or wetlands located within Las Calinas Estates which serve as part of the Community's stormwater drainage system, including associated improvements and equipment, but not including any such areas maintained by a community development district. The Association shall be responsible for maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

Without limiting the generality of the foregoing, the Association shall assume all of Declarant's (and Declarant's Affiliates') responsibilities to the St. Johns River Water Management District, St. Johns County and its governmental or quasi-governmental subdivisions, any state and federal agencies, and similar entities of any kind with respect to the Common Area and the Stormwater Management System, and shall indemnify and hold Declarant and its Affiliates harmless with respect to such assumed responsibilities.

The Association may maintain other property which it does not own, including property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and the property owner consents.

The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been negligent in performing its maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Common Maintenance Areas in continuous operation, except for any periods necessary, as determined by the Board, to perform required maintenance or repairs, unless Owners representing seventy-five percent (75%) of the Class "A" votes in the Association agree in writing to discontinue such operation; provided, if the property is Limited Common Area, at least seventy-five percent (75%) of the Owners to which such Limited Common Area is assigned (or such higher percentage as

may be set out in a Supplemental Declaration) also must agree in writing. Notwithstanding the above, the Common Maintenance Areas may not be reduced, nor shall operation of its facilities and equipment be discontinued, without Declarant's prior written approval as long as Declarant or any Declarant Affiliate owns any property described in Exhibit "A" to this Declaration.

The costs associated with maintenance, repair and replacement of the Common Maintenance Areas shall be a Common Expense. However, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Maintenance Areas pursuant to this Declaration, a Supplemental Declaration or other Recorded covenants or agreements.

Unless Declarant expressly agrees in writing with the Association to pay the costs of maintaining any portion of the Common Maintenance Areas, Declarant shall have no such obligation, regardless of any inferences which may be drawn from promotional or other materials.

### 7.3. Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical Loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and within other portions of the Common Maintenance Areas to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All Association property insurance policies shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes;

(ii) Commercial general liability insurance on the Common Maintenance Areas, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least \$2,000,000.00 per occurrence and in the aggregate with respect to bodily injury, personal injury and property damage;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage; and

(v) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment, but not less than an amount equal to one-quarter of the annual Regular

Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

Premiums for Common Maintenance Area insurance shall be a Common Expense. In the exercise of its business judgment, the Board may obtain additional insurance coverage and higher limits.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the St. Johns County area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured Loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the Loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or tenants, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Benefited Assessment.

To the extent available upon reasonable cost and terms, all insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in Florida which satisfies the requirements of the Federal National Mortgage Association ("FNMA"), or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and its Members;

(iii) not be brought into contribution with insurance purchased by individual Owners, their Mortgagees, or any occupants of a Lot;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area as a Member in the Association (provided, this provision shall not be construed as giving an Owner any interest in the Common Area other than that of a Member);

(vii) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(viii) include an endorsement precluding cancellation, invalidation or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners (as a class) as additional insureds and provide:

(i) a waiver of subrogation as to any claims against Declarant, Declarant's Affiliates, the Association, or their respective directors, officers, employees and agents, or the Owners and their tenants, servants, agents and guests;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) an endorsement requiring at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(v) a cross liability provision; and

(vi) a provision vesting in the Board exclusive authority to adjust Losses; provided, no Mortgagee having an interest in such Losses may be prohibited from participating in the settlement negotiations, if any, related to the Loss.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to maintain and/or insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless the Owners representing at least one hundred percent (100 %) of the total Class "A" votes in the Association and the Class "B" Member, if any, decide within sixty (60) days after the Loss not to repair or reconstruct. If the damage is to Limited Common Area, repairs shall be made unless at least seventy-five (75%) of the Owners to which such Limited Common Area is assigned (or such higher percentage as may be set forth in a Supplemental Declaration) vote not to repair or reconstruct and the Class "B" Member, if any, consents. If either the insurance proceeds or estimates of the Loss, or both, are not available to the Association within such 60-day period,

then the period may be extended until such funds or information are available. No Mortgagees shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

The Association shall retain in a reserve fund for capital items any insurance proceeds remaining after paying the costs of repair or reconstruction, or after an agreed-upon settlement, for the benefit of the Members, as appropriate. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the applicable insurance coverage premiums.

#### **7.4. Compliance and Enforcement.**

(a) The Board may impose sanctions for Governing Document violations, which sanctions include those listed below and any others described elsewhere in the Governing Documents. The Board may establish a range of penalties for different violations, with violations of the Declaration, unsafe conduct and harassment or intentionally malicious conduct treated more severely than other violations. The following sanctions require prior notice and an opportunity for a hearing in accordance with the By-Laws:

(i) imposing reasonable monetary fines, not to exceed the limit established for individual violations under Florida law (or per day limitations in the case of a continuing violation), which shall constitute a lien upon the violator's Lot (fines may be imposed within a graduated range). There is no limit on the aggregate amount of any fine for a continuing violation;

(ii) suspending an Owner's right to vote (except that no notice or hearing is required if the Owner is more than 90 days delinquent in paying any Regular Assessment);

(iii) suspending any Person's right to use Common Area amenities (except that no notice or hearing is required if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed the Association); provided, nothing shall authorize the Board to impair an Owner or occupant's access to his or her Lot;

(iv) suspending any services the Association provides (except that no notice or hearing is required if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association);

(v) exercising self-help or taking action to abate any violation of the Governing Documents occurring on a Lot in a non-emergency situation (including removing personal property that violates the Governing Documents); and

(vi) levying Benefited Assessments to cover costs the Association incurs to bring a Lot into compliance with the Governing Documents.

In addition, the Board may take the following enforcement actions to ensure compliance with the Governing Documents without the necessity of complying with the procedures set forth in the By-Laws:

(i) exercising self-help or taking action to abate a violation on a Lot in an emergency situation (including, without limitation, towing vehicles that are in violation of parking rules and regulations);

(ii) exercising self-help or taking action to abate a violation on the Common Area under any circumstances (including, without limitation, issuing citations for traffic violations); or

(iii) bringing suit at law for monetary damages or in equity to stop or prevent any violation, or both.

In addition to any other enforcement rights, if an Owner fails to perform his or her maintenance responsibility properly, in the Association's sole opinion, the Association may Record a notice of violation or perform the required maintenance and assess its costs against the Lot and the Owner as a Benefited Assessment. Except in an emergency situation, the Association shall provide the Owner with notice deemed reasonable by the Association and an opportunity to cure the problem prior to taking such enforcement action.

The above sanctions shall not apply to Declarant or any Declarant Affiliate or to any Lot owned by Declarant or any of its Affiliates. All sanctions and remedies set forth in the Governing Documents are in addition to any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party may recover all of its costs incurred in the action, including, without limitation, court costs and reasonable attorneys' fees.

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

By contract or other agreement, the Association may enforce applicable city and county ordinances. In addition, St. Johns County may enforce its ordinances within Las Calinas Estates.

#### **7.5. Implied Rights; Board Authority.**

The Association may exercise any right or privilege given to it expressly or by reasonable implication by the Governing Documents, and may take action reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, the Board may exercise all of the Association's rights and powers without a vote of the membership.

The Board may institute, defend, settle or intervene on the Association's behalf in mediation, binding or non-binding arbitration, litigation or administrative proceedings in matters pertaining to the Common Maintenance Areas, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation on behalf of or in the name of the Association or the Members.

In exercising the Association's rights and powers, making decisions on the Association's behalf, including, without limitation, deciding whether to file a lawsuit under any circumstances, and conducting the Association's affairs, Board members and the Association's officers are subject to, and their actions shall be judged in accordance with, the standards set forth in the By-Laws.

#### **7.6. Indemnification of Officers, Directors and Others.**

The officers, directors and committee members, acting in such capacity, shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability for any contract or other commitment made or action taken in good faith on the Association's behalf.

Subject to Florida law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that such

obligation to indemnify shall be limited to those actions for which the indemnitee's personal liability is limited under this Section.

This right to indemnification shall not be exclusive of any other rights which any present or former officer, director or committee member may have. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**7.7. Provision of Services, Activities and Programs.**

The Association may provide, or provide for, services, activities and programs (collectively, "services") for all or any of the Members and their Lots, and may enter into contracts or agreements with other entities, including Declarant or its Affiliates, to provide such services. The Board may charge use or service fees for any such services, or may include the costs, including the cost of personnel employed to facilitate or administer such services, in the Association's budget as a Common Expense and assess it as part of the Regular Assessment, if provided to all Lots. If provided to less than all Lots, the Association may assess such costs as a Benefited Assessment, as applicable.

By way of example, such services might include, without limitation, landscape maintenance; pest control service; cable television service; telephone; internet access; security monitoring; caretaker; transportation; fire protection; utilities; trash collection and recycling; recreational and social activities or programs; educational programs; cultural, artistic and environmental programs; charter clubs and other similar services, activities or programs designed to further a sense of community among Owners, residents and occupants within Las Calinas Estates.

Nothing in this Section shall be construed as a representation by Declarant or the Association as to what, if any, services shall be provided. In addition, subject to the contract terms, the Board may modify or cancel existing contracts for services, activities, or programs in its discretion, unless the services are otherwise required by the Governing Documents. Non-use of services provided to all Owners or Lots as a Common Expense shall not exempt any Owner from the obligation to pay assessments for such services.

**7.8. Relationships with Other Properties.**

The Association may enter into contractual agreements or covenants to share costs with neighboring properties to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of Common Area maintenance, including but not limited to such covenants and obligations referenced in Section 1.4 above.

**7.9. Facilities and Services Open to the Public.**

Certain of the Common Maintenance Areas, including facilities, may be open for public use and enjoyment. Such facilities and areas may include, for example: greenbelts, bike and pedestrian trails and paths, parks, areas conducive to gathering and interaction, roads, sidewalks and medians. During Class "B" Control Period, Declarant may designate such facilities and areas



as open to the public. Thereafter, except for Limited Common Areas, the Board, with the consent of Owners representing a majority of the Association's Class "A" votes, may designate facilities and areas as open for public use. In addition, certain areas within the Community are required by the Development Order to be open for public use. Public use of such areas shall not be terminated except as permitted under, and in accordance with, the Development Order and the PUD.

**7.10. Relationship with Governmental and Tax-Exempt Organizations.**

The Association may enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to, state or local governments, public utility providers and non-profit, tax-exempt organizations for the benefit of the Community, the Association and the Members. The Association may contribute money, real property (including Common Area), personal property or services to any such entity. Any such contribution shall be a Common Expense and included as a line item in the Association's annual budget.

For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

**7.11. Right To Designate Sites for Governmental and Public Interests.**

For so long as Declarant or any Declarant Affiliate owns any property described in **Exhibit "A"**, Declarant may, but is not obligated to, designate sites within the Community for government, education or religious activities and interests, including without limitation, fire, police and utility facilities, schools and educational facilities, houses of worship, parks, and other public facilities. The sites may include Common Area, in which case the Association shall take whatever action is required to permit such use, including dedication or conveyance of the site, if so directed by Declarant.

**7.12. Use of Technology.**

In recognition of the opportunities offered through computers and continuing advancements in the high technology fields, the Association may, as a Common Expense, provide for or offer services, which make use of computers and other technological opportunities. For example, to the extent Florida law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send required notices by electronic means; hold Board or Association meetings and permit attendance and voting by electronic means; send and collect assessment and other invoices over the computer; sponsor a community cable television channel; create and maintain a community intranet or Internet home page offering interactive participation opportunities for users; maintain an "online" newsletter or bulletin board; and provide funding for any of the above purposes.

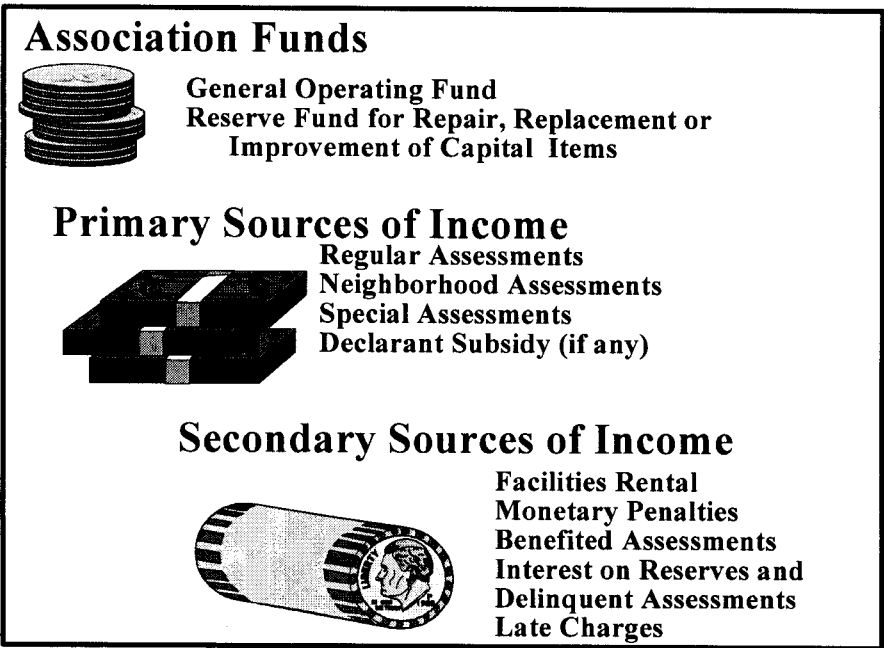
**7.13. Compliance with the Development Order and PUD.**

The Association shall be responsible for complying with all applicable requirements of the Development Order and PUD; provided, to the extent the Development Order or PUD requires, Declarant shall fulfill the Association's obligations in this regard until termination of the Class "B" Control Period. Among other things, the Development Order and PUD assign to Declarant and the Association various responsibilities concerning preservation, management and maintenance of the Community's common open space and natural areas and the protection of the Community's existing environment and various indigenous plant and animal species. The Association shall be authorized to perform such responsibilities, whether directly assigned under the Development Order or the PUD, or delegated or assigned to the Association by Declarant, in the manner required under the Development Order or the PUD and as deemed appropriate in the Board's discretion. The costs incurred by the Association in carrying out its responsibilities under the Development Order and the PUD shall be assessed against all Owners as a Common Expense in accordance with Article VIII.

This Section may be amended only as permitted under, and in accordance with, the terms of the Development Order, the PUD and/or with St. Johns County's approval.

**Article VIII Association Finances**

**8.1. Budgeting and Allocating Common Expenses.**



The Association is authorized to levy Regular Assessments against all Lots subject to assessment under Section 8.5 to fund the Common Expenses. Such assessments shall be assessed against all Lots equally. Provided however, the Regular Assessments against any Lot owned by Declarant may be fixed annually by the Board in an amount not less than twenty-five percent (25%) of the amount of the Regular Assessment against Lots owned by Class A

Members then in effect in recognition of the different level of services received by the applicable members.

While the Declarant is in control of the Association, it may be excused from payment of its share of the Common Expenses and Assessments related to Lots it owns for any period of time for which the Declarant has, in the Declaration, obligated itself to pay any operating expenses incurred that exceed the assessments receivable from other Members and other income of the Association pursuant to Section 8.7(b) below.

Before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2. The budget shall separately reflect all fees for recreational amenities and shall reflect the sources and estimated amounts of funds to cover such expenses, including any prior year's surplus or deficit, any non-assessment income, and anticipated assessment income.

The Common Expenses shall include, without limitation, costs associated with the maintenance and repair of the Stormwater Management System, as required under this Declaration.

In determining the Regular Assessment, the Board may consider any assessment income expected to be generated from any property reasonably anticipated to become subject to assessment during the fiscal year.

The Board shall send a copy of the final budget and notice of the amount of the Regular Assessment to each Owner at least thirty (30) days before the fiscal year begins. The budget shall not be subject to Owner approval and there shall be no obligation to call an Owners' meeting to consider the budget.

Declarant may, but shall not be obligated to, reduce the Regular Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.7(b)) which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate Declarant to continue paying a subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

If any proposed budget is disapproved under Section 8.9, or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Regular Assessment from time to time during the year, subject to Section 8.9 and the notice requirements set forth above and in Florida law.

The Board shall compute the assessments annually, and notice of the amount (including a summary of the computations) shall be sent to each Owner with its notice of assessment. Upon annexation of additional property into the jurisdiction of the Association, the Board shall

recompute the assessment allocations and send a notice of recomputed percentages to each Owner; however, no adjustments of assessments previously levied or refunds of assessments paid shall be made within the fiscal year to reflect the recomputation.

## **8.2. Budgeting for Reserves.**

Within ninety (90) days of the issuance of the first certificate of occupancy for a Lot, and at least every three years thereafter, the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components that the Association is obligated to repair, replace, restore or maintain ("Reserve Study"). At a minimum, the Reserve Study shall include:

- (a) identification of the major components that the Association is obligated to repair, replace, restore or maintain that, as of the date of the study, have a remaining useful life of less than 30 (thirty) years;
- (b) identification of the probable remaining useful life of the identified components as of the date of the Reserve Study;
- (c) an estimate of the cost of repair, replacement, restoration or maintenance of the identified components;
- (d) an estimate of the total annual contribution necessary to defray the cost to repair, replace, restore or maintain the identified components during and at the end of their useful life, after subtracting total reserve funds as of the date of the Reserve Study; and
- (e) a reserve funding plan ("Funding Plan") that indicates how the Association plans to fund the contribution identified in paragraph (d) above, to meet the Association's obligation for the repair and replacement of all major components with an expected remaining life of 30 years or less. The Funding Plan shall include a schedule of the date and amount of any change in regular or special assessments that would be needed to sufficiently fund the Funding Plan. The Funding Plan shall be adopted by the Board that is consistent with the Association's governing documents and applicable state law. If the Board determines that an assessment increase is necessary to fund the Funding Plan, such increase shall be approved in a separate action of the Board that is consistent with the Association's governing documents and applicable state law.

The Board shall include in the Common Expense budget a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period as set forth in the Funding Plan.

A reserve account or accounts shall be established for the Association. Reserve account funds shall be segregated from the Association's operating funds and deposited into an interest bearing account or accounts.

The Board shall review the Reserve Study, or cause it to be reviewed, annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review.

As used in this section, "reserve accounts" means moneys that the Association's Board has identified for use to defray the future repair or replacement of, or additions to, those major components that the Association is obligated to maintain pursuant to the Reserve Study.

The Board may adopt resolutions regarding the expenditure of any reserve funds, including policies designating the nature of assets for which reserve funds may be expended. These policies may differ for general Association purposes. So long as Declarant or any Declarant Affiliate owns any property described in **Exhibit "A"** neither the Association nor the Board shall adopt, modify, limit or expand such policies without Declarant's prior written consent.

The Board may enter into agreements with Declarant, on negotiated terms, under which Declarant may obligate itself to provide or contribute to reserve funds as needed on a "cash basis" in lieu of funding reserves on an accrual basis. The Board has no duty to fund reserves during any period that Declarant is funding Association budget deficits.

### **8.3. Special Assessments.**

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Special Assessments may be levied against the entire membership equally, if the Special Assessment is for Common Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Owners representing at least a majority of the total votes allocated to Lots which will be subject to the Special Assessment, and the affirmative vote or written consent of the Class "B" Member, if any. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

### **8.4. Initial Assessment for Capital Improvements.**

The Association shall levy an initial assessment due at the time the first Owner other than a Builder acquires a Lot from the Declarant, in an amount not to exceed \$200.00, to help pay or establish reserves for construction or repair of the improvements on the Common Area. This initial assessment is in addition to the capital contribution assessment of \$400.00 that is due to the Amenity Club when an Owner (including a Builder) acquires a Lot, pursuant to Section 4 of the Amenity Declaration, as amended.

### **8.5. Benefited Assessments.**

The Association may levy Benefited Assessments against one or more particular Lots as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services which an Owner requests pursuant to any menu of special services which the Association may offer or which the Association otherwise provides in the Board's discretion. Benefited Assessments for special services may be levied in advance of the provision of the requested service; and

(b) to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Benefited Assessment under this subsection.

(c) notwithstanding the foregoing, Lots which Declarant owns are exempt from Benefited Assessments.

#### **8.6. Commencement of Assessment Obligation; Time of Payment.**

The obligation to pay assessments commences as to each Lot on the first day of the month following: (a) the month in which the Lot is made subject to this Declaration; or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Regular Assessment, if any, levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

Owners shall pay assessments in the manner and on the dates the Board establishes. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and may impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in quarterly or monthly installments. Unless the Board otherwise provides, the Regular Assessment shall be due and payable in advance on the first day of each fiscal year. An administrative late fee may be established by the Board not to exceed the greater of \$25 or five percent (5%) of the amount of each installment that is paid past the due date. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require that the outstanding balance on all assessments be paid in full immediately.

#### **8.7. Obligation for Assessments.**

(a) Personal Obligation. Each Owner, by accepting a deed or entering into a Recorded contract of sale for any Lot, covenants and agrees to pay all assessments authorized in the Governing Documents for each Lot owned. All assessments, together with interest (computed from the assessment's due date at a rate of at least twelve percent (12%) per annum or such higher rate as the Board may establish, subject to Florida law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Regular Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner is exempt from liability for assessments by non-use of Common Area, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant by each Owner. No reduction or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some required function, or for inconvenience or discomfort arising from making repairs or improvements, or for any other reason.

Upon written request, the Association shall furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) Declarant's Option to Fund Budget Deficits. During the Class "B" Control Period, Declarant may satisfy the obligation for assessments on Lots which it or any Declarant Affiliate owns either by paying assessments in the same manner as any other Owner or by funding the budget deficit. The budget deficit is the difference between the amount of assessments levied on Class "A" Member-owned Lots, plus any other income received during the fiscal year, and the amount of the Association's actual expenditures during the fiscal year, but excluding expenses exclusively for capital improvement costs and reserves. Unless Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of the fiscal year, Declarant shall continue paying on the same basis as during the previous fiscal year.

Regardless of Declarant's election, Declarant's assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "B" Control Period, except with respect to Benefited Assessments, Declarant shall pay assessments on Lots which it or its Affiliates own in the same manner as any other Owner.

#### **8.8. Lien for Assessments.**

The Association shall have a lien against each Lot, including Declarant's Lots, to secure payment of delinquent assessments, as well as interest, late charges (subject to Florida law) and costs of collection (including attorneys' fees). The lien shall be effective from and shall relate back to the date on which this Declaration is recorded. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the parcel is located. The Association's lien may be enforced by suit, judgment and judicial or nonjudicial foreclosure.

At a foreclosure sale, the Association may bid for the Lot and acquire, hold, lease, mortgage and convey the Lot. The Association may sue for unpaid assessments and other charges without foreclosing or waiving its assessment lien.

Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. A subsequent Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. However, the liability of any first Mortgagee, or its successor or assignee as a subsequent Owner who acquires the Lot by sale or transfer pursuant to foreclosure by the first Mortgagee is limited to the lesser of either: 1) the Lot's unpaid Common Expenses and Regular and Special Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and that is not paid in full and received by the Association; or 2) one percent (1%) of the original mortgage debt. If any unpaid assessments remain following sale or transfer pursuant to foreclosure, such unpaid assessments shall be a Common Expense collectible from Owners of all Lots subject to assessment under Section 8.5, including such purchaser, its successors and assigns.

Notwithstanding the above, while the Association owns a Lot: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association.

#### **8.9. Limitation on Assessment Increases.**

Notwithstanding any provision to the contrary and except for assessment increases necessary for emergency situations, after termination of the Class "B" Control Period, any Regular Assessment that is more than ten percent (10%) greater than such assessments for the immediately preceding fiscal year is subject to disapproval at a meeting by Owners representing seventy-five percent (75%) of the Class "A" Members subject to such assessment.

An emergency situation is any one of the following:

- (a) an extraordinary expense required by an order of a court;
- (b) an extraordinary expense necessary to repair or maintain any portion of the Community for which the Association is responsible where a threat to personal safety is discovered;
- (c) an extraordinary expense necessary to repair or maintain any portion of the Community for which the Association is responsible and which could not reasonably have been foreseen by the Board in preparing and distributing the pro forma budget pursuant to Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Notice of the Board meeting at which such resolution is to be considered, explaining the



nature of the assessment proposed, shall be provided to the Members along with the notice of such assessment; or

(d) to defend itself in litigation, arbitration, or other legal or administrative actions brought against it.

#### **8.10. Exempt Property.**

The following property shall be exempt from payment of Regular Assessments and Special Assessments:

- (a) All Common Area and other portions of the Community which are not Lots; and
- (b) Any property dedicated to and accepted by any governmental authority or public utility.

### **PART FOUR: COMMUNITY DEVELOPMENT**

*The Declaration reserves various rights to the developer in order to facilitate the smooth and orderly development of Las Calinas Estates and to accommodate changes in the Master Plan which inevitably occur as a community the size of Las Calinas Estates grows and matures.*

#### **Article IX Expansion of the Community**

##### **9.1. Annexation by the Association.**

The Association also may annex property to the provisions of this Declaration by Recording a Supplemental Declaration describing the additional property. Annexation by the Association shall require the affirmative vote or written consent of Owners representing more than fifty percent (50%) of the Class "A" votes and the consent of the property owner. In addition, so long as Declarant or any Declarant Affiliate owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1, Declarant's consent is required. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the property, and by Declarant, if Declarant's consent is required.

##### **9.2. Additional Covenants and Easements.**

By Supplemental Declaration, Declarant may impose additional covenants and easements on portions of the Community, including covenants obligating the Association to maintain and insure specific property and authorizing the Association to recover its costs through additional assessments. If someone other than Declarant owns the property, then such owner's consent and execution of the Supplemental Declaration is required. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

### **9.3. Effect of Filing Supplemental Declaration.**

Unless otherwise specified, a Supplemental Declaration shall be effective upon the earlier of: (a) notice to the Persons who are affected by such Supplemental Declaration; or (b) Recording. The Lots subjected to this Declaration by Supplemental Declaration shall have equal voting rights in the Association and equal pro rata liability for Regular Assessments with all other Lots.

## **Article X Additional Rights Reserved to Declarant**

### **10.1. Withdrawal of Property.**

Declarant reserves the right to amend this Declaration, so long as it has a right to annex property pursuant to Section 9.1, to remove any unimproved portion of Las Calinas Estates from the coverage of this Declaration. "Unimproved" means that no structure has yet been built on the property. Such amendment shall not require the consent of any Person other than the owner(s) of the property to be withdrawn, if not the Declarant. Except as provided in Section 7.1(b), if the property is Common Area, the Association's consent is required for such withdrawal.

In addition, until termination of the Class "B" Control Period, Declarant reserves the right to amend the Declaration and remove any property, regardless of whether Declarant owns all or any of the property, from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than Declarant. In addition, in such event, the Association shall reconvey to Declarant, or its designee, any of the property being withdrawn which it owns.

### **10.2. Marketing and Sales Activities.**

Notwithstanding anything in the Governing Documents to the contrary, Declarant and its Affiliates, and their designees or assigns, may construct, use and maintain upon portions of the Common Area and other property they own, such facilities, activities and things as, in Declarant's opinion, may reasonably be required, convenient or incidental to the construction or sale of Lots. Such permitted facilities, activities and things shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, Declarant and Declarant's Affiliates, and their employees, agents and designees, may park vehicles in areas other than garages or driveways, including on streets. The rights of any Declarant designee or assign under this Section are subject to Declarant's approval.

### **10.3. Right to Develop.**

Declarant and its Affiliates, and their respective employees, agents and designees, shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

#### **10.4. Right to Approve Changes in Las Calinas Estates Standards.**

No amendment to or modification of any Use Restrictions, rules or the Design Guidelines shall be effective without prior notice to and the written approval of Declarant so long as Declarant or any Declarant Affiliate owns any portion of the Community or has a unilateral right to annex property in accordance with Section 9.1.

#### **10.5. Right to Transfer or Assign Declarant Rights.**

Any or all of Declarant's special rights and obligations set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a Recorded instrument signed by Declarant. Declarant may allow other Persons to exercise, on a one-time or limited basis, any Declarant right without transferring the entire right. In such case, a Recorded instrument is not required.

#### **10.6. Rights To Use Names; License Agreements.**

The names "Las Calinas Estates Homeowners Association, Inc.," "Las Calinas Estates" and "Taylor Morrison of Florida, Inc.," and all similar or derivative names, along with all associated logos, are the proprietary trade names and service marks of Taylor Morrison of Florida, Inc. or its Affiliates. No Person shall use such trade names or service marks for advertising or any other purpose in any promotional material, whether printed, audio, video, or otherwise, in any signage, or in any logo or depiction without the prior written consent of the Person who owns such mark. In addition, due to the integrated nature of Las Calinas Estates as a planned community, and the public identification of the Lots with Las Calinas Estates, any name or "logo" to be used in connection with or displayed on any Lot, and any sales or other materials or documentation related to the use of the Lot, shall be subject to Declarant's prior written consent. Such approval may be given or withheld in Declarant's discretion and may be subject to such terms and conditions as Declarant deems appropriate.

Notwithstanding the above, Owners may use the name "Las Calinas Estates" where such term is used solely to specify that particular property is located within "the Las Calinas Estates Community" (subject, however, to such terms and conditions as Declarant may impose in order to protect its trade names and service marks) and the Association may use the word "Las Calinas" in its name. Other use by the Association or any Owner is subject to the restrictions set out in this Section.

#### **10.7. Right To Use Common Area for Special Events.**

As long as Declarant or any Declarant Affiliate owns any property described in **Exhibit "A"**, Declarant may use the Common Area to sponsor special events for charitable, philanthropic, political or marketing purposes, subject to the following conditions:

- (a) the availability of the facilities at the time requested;

(b) Declarant shall pay all costs and expenses incurred and shall indemnify the Association against any Loss or damage resulting from the special event; and

(c) Declarant shall return the facilities and personal property used in conjunction with the special event to the Association in the same condition as existed prior to the special events.

Declarant shall have the right to assign its rights to charitable organizations or foundations selected by Declarant. Declarant's right to use the Common Area for special events shall be enforceable by injunction, by any other remedy in law or equity, and by the terms of this Declaration.

**10.8. Easement to Inspect and Right to Correct.**

Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign and correct any structure, improvement or condition which may exist on any portion of Las Calinas Estates, including Lots, and a nonexclusive easement of access throughout the Community to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling or other structure on a Lot shall be permitted without the Owner's consent, which consent shall not unreasonably be withheld, conditioned or delayed. The failure or refusal to permit reasonable access to the Lot for the purposes contemplated under this paragraph shall excuse Declarant or its designee from responsibility for repairs or damages relating to defective workmanship or materials. The Person exercising this easement shall promptly repair, and pay for, any resulting damage.

**10.9. Right to Notice of Design or Construction Claims.**

No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within Las Calinas Estates in connection with or in anticipation of any potential or pending claim, demand or litigation involving such design or construction unless Declarant and any Builder involved in the design or construction have been first notified in writing and given an opportunity to meet with the property Owner and conduct an inspection.

**10.10. Termination of Rights.**

Rights granted under this Article shall terminate upon the earlier of (a) the period specified in the particular Section; (b) forty (40) years from the date this Declaration is Recorded; or (c) Declarant's Recording of a statement that all sales activity has ceased. Thereafter, Declarant may continue to use the Common Areas for the purposes stated in this Article only pursuant to a rental or lease agreement between Declarant and the Association which provides for rental payments based on the fair market rental value of any such portion of the Common Areas. Notwithstanding the above, Declarant reserves for itself and its Affiliates a perpetual, non-exclusive easement of access to and use of the Common Areas in connection with the marketing and sale of other properties in order to show the Community as an example of Declarant's projects. This Article shall not be amended without Declarant's written consent.

**10.11. Exclusion of Declarant's Other Properties.**

By accepting a deed to a Lot, each Owner, specifically acknowledges that nothing contained in this Declaration shall in any way, either expressly or by implication, restrict, limit, or otherwise affect the use or disposition by Declarant or any Declarant Affiliate of any property, either of them owns, whether contained within or contiguous to Las Calinas Estates. Declarant and its Affiliates shall have full, free, and unrestricted use of its other lands, notwithstanding any incompatibility of such use with restrictions this Declaration imposes upon the Lots. By accepting a deed to a Lot, each Owner, specifically and expressly disclaims any reciprocal negative easement in any property Declarant or any Declarant Affiliate owns.

**PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY**

*The nature of living in a planned community, with its wide array of properties and development types and its ongoing development activity, requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, Declarant, the Association and others within or adjacent to the Community.*

**Article XI Easements****11.1. Easements in Common Area.**

Declarant grants to each Owner a right and easement of use, access and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying the property to the Association;
- (c) The Board's right to:
  - (i) adopt rules regulating Common Area use, including rules limiting the number of guests who may use the Common Area, and charge use fees for such use;
  - (ii) suspend the right of an Owner to use any Common Area amenity (A) for any period during which any assessment or other charge against the Owner's Lot remains delinquent, and (B) for a period not to exceed thirty (30) days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents;
  - (iii) dedicate or transfer all or any part of the Common Area, subject to any approval requirements set forth in this Declaration;
  - (iv) rent any portion of any clubhouse or other Common Area recreational facilities on an exclusive or non-exclusive short-term basis to any Person;

(v) permit use by the general public, which use may be subject to admission charges, membership fees, or other user fees established in the Board's discretion; and

(vi) mortgage, pledge, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred; and

(d) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Limited Common Areas," as described in Article XII.

Any Owner may extend his or her right to use the Common Area to the members of his or her family, tenants and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the tenants of such Lot for the lease term.

Any Person's use and enjoyment of the Common Area is subject to the Board's authority to promulgate and enforce Use Restrictions and reasonable rules and regulations governing such use and to charge use, consumption, or membership fees as provided for in this Declaration. The rules and regulations and fees may be different for different classifications of users, including, but not limited to, Owners of Lots, guests or social invitees unaccompanied by Owners, or otherwise. The posting of rules and regulations and fees in a conspicuous manner and location within Las Calinas Estates or the publication in a community newsletter of general circulation within Las Calinas Estates shall be deemed sufficient notice to all permitted users; provided, the Board, in its discretion, may provide notice of rules, regulations and fees by other means or methods.

#### **11.2. Easements of Encroachment.**

Declarant grants easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots. A permitted encroachment is a structure or fixture which extends unintentionally from one person's property on to another's a distance of less than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

#### **11.3. Easements for Utilities, Etc.**

(a) Installation and Maintenance. Declarant reserves for itself, so long as Declarant or any Declarant Affiliate owns any property described in **Exhibit "A"**, and grants to the Association and utility providers, perpetual, non-exclusive easements throughout Las Calinas Estates (but not through a structure) to the extent reasonably necessary to:

(i) install utilities and infrastructure to serve Las Calinas Estates, cable and other systems for sending and receiving data and/or other electronic signals, drainage systems, and security and similar systems;

(ii) install walkways, pathways and trails, street lights, and signage on property which Declarant or the Association owns or within public rights-of-way or easements reserved for such purpose on a Plat;

(iii) inspect, maintain, repair and replace the utilities, infrastructure and other improvements described above; and

(iv) access and read utility meters.

Notwithstanding the above, Declarant reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) Specific Easements. Declarant also reserves for itself the non-exclusive right and power to grant and Record such specific easements as may be necessary, in Declarant's sole discretion, to develop the property described in Exhibit "A". The location of the easement shall be subject to the written approval of the burdened property Owner, which approval shall not unreasonably be withheld, delayed or conditioned.

(c) Minimal Interference. All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the work. The exercise of these easements shall not extend to permitting entry into structures on a Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

#### **11.4. Easements for Maintenance, Emergency and Enforcement.**

Declarant grants to the Association easements over Las Calinas Estates as necessary for the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Any member of the Board, and its duly authorized agents and assignees, including committee members, and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Declarant grants to the Association, subject to any required notice, an easement and right to enter a Lot to abate a Governing Document violation and/or to remove any structure, thing or condition which violates the Governing Documents. Any costs incurred, including reasonable attorneys' fees, shall be assessed against the Lot Owner as a Benefited Assessment.

#### **11.5. Easements for Lake and Pond Maintenance and Flood Water.**

Declarant reserves for itself, the Association, and their successors, assigns and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and

wetlands located within the Common Maintenance Areas to (a) install, operate, maintain and replace pumps to supply irrigation water to the Common Maintenance Areas; (b) construct, maintain and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard. Declarant, the Association, and their successors, assigns and designees shall have an access easement over and across any portion of the Community which abuts or contains bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not inside a dwelling or other structure) adjacent to or within 100 feet of bodies of water and wetlands within Las Calinas Estates, in order to (a) temporarily flood and back water upon and maintain water over such portions of Las Calinas Estates; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Common Maintenance Areas; and (c) maintain and landscape the slopes and banks pertaining to such areas. Anyone exercising these easements shall use reasonable care in and repair any damage resulting from their intentional exercise of the easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to natural occurrences or other occurrences not reasonably foreseeable or under the control of Declarant or such other Person.

#### **11.6. Easements for Cross-Drainage.**

All portions of the Community shall be burdened with easements for natural drainage of stormwater runoff from other portions of the Community; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of stormwater onto adjacent portions of the Community without the consent of the owner(s) of the affected property, the Board, and Declarant as long as it or any Declarant Affiliate owns any property described in **Exhibit "A"** to the Declaration.

#### **11.7. Rights to Stormwater Runoff, Effluent and Water Reclamation.**

Declarant reserves for itself and its designees all rights to ground water, surface water, stormwater runoff, and effluent located or produced within the Community, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights. Such rights shall include the reservation of an easement over the Community for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff and effluent. This Section may not be amended without Declarant's consent, and the rights created in this Section shall survive termination of this Declaration.

### **Article XII Limited Common Areas**

#### **12.1. Purpose.**

Certain portions of the Common Area may be designated as Limited Common Area and reserved for the exclusive use or primary benefit of Owners and occupants within a particular



portion or neighborhood of Las Calinas Estates. For example, Limited Common Areas may include portions of a building, entry features, recreational facilities, landscaped medians and cul-de-sacs, ponds, and other portions of the Common Area within a particular neighborhood. All costs associated with maintenance, repair, replacement and insurance of a Limited Common Area shall be an expense allocated among the Owners to which the Limited Common Areas are assigned.

**12.2. Designation.**

Initially, any Limited Common Area shall be designated as such in a Supplemental Declaration, the deed conveying such area to the Association or on a Plat; provided, any such assignment shall not preclude Declarant from later assigning use of the same Limited Common Area to additional Lots, so long as Declarant has a right to subject additional property to this Declaration pursuant to Section 9.1.

**12.3. Use by Others.**

If a majority of Owners of Lots to which any Limited Common Area is assigned approve, the Association may permit Owners of other Lots or others to use all or a portion of such Limited Common Area and may require payment of reasonable user fees for such use. Any such fees shall be used to offset the expenses attributable to such Limited Common Area.

**Article XIII Party Walls and Other Shared Structures**

**13.1. General Rules of Law to Apply.**

Each wall, fence, driveway, or similar structure built as a part of the original construction on the Lots which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to party structures. Any dispute arising concerning a party structure shall be handled in accordance with the provisions of Article XIV.

**13.2. Maintenance; Damage and Destruction.**

Unless otherwise specifically provided in additional covenants relating to such Lots, the Owners sharing the party structure shall share the cost of necessary or appropriate party structure repairs and maintenance equally.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner sharing the structure may restore it and be entitled to contribution for the restoration cost in equal proportions from other sharing owners. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

## **PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY**

*The growth and success of Las Calinas Estates as a community in which people enjoy living, working and playing requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with our neighbors, and protection of the rights of others who have an interest in the community.*

### **Article XIV Dispute Resolution**

**14.1. In General.** This Article XIV contains procedures concerning disputes between an Owner and the Association, as well as between (i) an Owner and/or Declarant and (ii) the Association and Declarant, related to the Community or each other. Regarding disputes between an Owner and Declarant, the procedures in this Article XIV do not replace Declarant's customer or warranty service procedures, and Owners are encouraged to resolve disputes through those procedures prior to initiating any procedures hereunder.

**14.2. Disputes Between Association and Owners.** All disputes, controversies, claims and demands between the Association and any Owner pertaining to the subject areas described in Section 14.4 shall be governed by the procedures set forth in Section 14.4.

**14.3. Disputes Between Association/Owner and Declarant.** Any and all claims, disputes and/or other controversy between the Association or any Owner and Declarant (or any affiliated general contractor or affiliated contractor, or any officer, director, member, shareholder, partner, employee or agent thereof, individually and collectively referred to as "Declarant" for purposes of this Article) or any non-affiliated general contractor, non-affiliated contractor, subcontractor, material supplier, individual product manufacturer, design professional or any other person or entity that provided materials, labor or other services to the Lot or a home constructed on such Lot (a "Home") on behalf of Declarant, relating to this Declaration, the use, condition, design, specifications, surveying, grading, construction, installation, budgeting and/or performance of any improvements in the Common Area or the Home, whether based in contract, tort or statutory violation, shall be subject to the provisions set forth in Section 14.4 of this Article XIV of the Declaration, and/or, with respect to any such disputes between an Owner and Declarant, the provisions of the purchase agreement between such Owner and Declarant and/or the provisions of any warranty provided by Declarant to such Owner.

**14.4. Dispute Resolution.** ANY AND ALL CLAIMS, CONTROVERSIES, BREACHES OR DISPUTES BY OR BETWEEN ANY OWNER AND THE ASSOCIATION AND/OR DECLARANT (COLLECTIVELY REFERRED TO AS THE "BOUND PARTIES" AND INDIVIDUALLY AS A "BOUND PARTY"), ARISING OUT OF OR RELATED TO THE LOT, THE COMMUNITY OF WHICH THE LOT IS A PART, THE SALE OF THE LOT BY DECLARANT, OR ANY TRANSACTION RELATED THERETO, WHETHER SUCH DISPUTE IS BASED ON CONTRACT, TORT, STATUTE OR EQUITY, INCLUDING WITHOUT LIMITATION, ANY DISPUTE OVER (a) BREACH OF CONTRACT, (b)

NEGLIGENT OR INTENTIONAL MISREPRESENTATION OR FRAUD, (c) NONDISCLOSURE, (d) BREACH OF ANY ALLEGED DUTY OF GOOD FAITH AND FAIR DEALING, (e) ALLEGATIONS OF LATENT OR PATENT DESIGN OR CONSTRUCTION DEFECTS, INCLUDING WITHOUT LIMITATION, PURSUANT TO THE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES, (f) THE LOT, INCLUDING WITHOUT LIMITATION, THE PLANNING, SURVEYING, DESIGN, ENGINEERING, GRADING, SPECIFICATIONS, CONSTRUCTION OR OTHER DEVELOPMENT OF THE LOT, THE PARCEL/TRACT OR THE COMMUNITY OF WHICH THE LOT IS A PART, (g) DECEPTIVE TRADE PRACTICES, OR (h) ANY OTHER MATTER ARISING OUT OF OR RELATED TO THE INTERPRETATION OF ANY TERM OR PROVISION OF THIS DECLARATION, OR ANY DEFENSE GOING TO THE FORMATION OR VALIDITY OF THIS DECLARATION, OR ANY PROVISION OF THIS DECLARATION OR ANY EXHIBITS HERETO (EACH A "DISPUTE"), SHALL BE ARBITRATED PURSUANT TO THE FEDERAL ARBITRATION ACT AND SUBJECT TO THE PROCEDURES SET FORTH AS FOLLOWS:

(a) THIS AGREEMENT TO ARBITRATION SHALL BE DEEMED TO BE A SELF-EXECUTING ARBITRATION AGREEMENT. ANY DISPUTE CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, INCLUDING WITHOUT LIMITATION, ITS REVOCABILITY OR VOIDABILITY FOR ANY CAUSE, ANY CHALLENGES TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, OR THE SCOPE OF ARBITRABLE ISSUES UNDER THIS ARBITRATION AGREEMENT, AND ANY DEFENSE RELATING TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, INCLUDING WITHOUT LIMITATION, WAIVER, ESTOPPEL OR LACHES, SHALL BE DECIDED BY AN ARBITRATOR IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT AND NOT BY A COURT OF LAW.

(b) IN THE EVENT THAT A DISPUTE ARISES BETWEEN THE BOUND PARTIES, SUCH DISPUTE SHALL BE RESOLVED BY AND PURSUANT TO THE ARBITRATION RULES AND PROCEDURES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES ("JAMS") IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED. IN THE EVENT JAMS IS FOR ANY REASON UNWILLING OR UNABLE TO SERVE AS THE ARBITRATION SERVICE, THE BOUND PARTIES SHALL SELECT ANOTHER REPUTABLE ARBITRATION SERVICE. IF THE BOUND PARTIES ARE UNABLE TO AGREE ON AN ALTERNATIVE SERVICE, THEN EITHER BOUND PARTY MAY PETITION ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE LOT IS LOCATED TO APPOINT SUCH AN ALTERNATIVE SERVICE, WHICH SHALL BE BINDING ON THE BOUND PARTIES. THE RULES AND PROCEDURES OF SUCH ALTERNATIVE SERVICE IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED SHALL BE FOLLOWED.

(c) The Bound Parties expressly agree and acknowledge that this Declaration involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 U.S.C. §1 et seq.) now in effect and as the same may from time to time

be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation or judicial rule. Accordingly, any and all Disputes shall be arbitrated – which arbitration shall be mandatory and binding – pursuant to the Federal Arbitration Act.

(d) This arbitration agreement shall inure to the benefit of, and be enforceable by, each Owner, Declarant and Declarant's affiliated and related entities, the Association, and each of their respective employees, officers, directors, agents, representatives, contractors, subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person whom any Owner or the Association contends is responsible for any alleged defect in or to the Lot or any improvement or appurtenance thereto. The Bound Parties contemplate the inclusion of such Bound Parties in any arbitration of a Dispute and agree that the inclusion of such Bound Parties will not affect the enforceability of this arbitration agreement.

(e) In the event any Dispute arises under the terms of this Declaration or in the event of the bringing of any arbitration action by a Bound Party hereto against another Bound Party hereunder by reason of any breach of any of the covenants, agreements or provisions on the Bound Party of the other Bound Party arising out of this Declaration, then in that event, the prevailing party shall be awarded from the other party all costs and expenses in any way related to the Dispute, including actual attorney and paralegal's fees, accounting and engineering fees, and any other professional fees resulting there from as awarded by court or arbitrator.

(f) The arbitrator shall be authorized to provide all recognized remedies available in law or in equity for any cause of action that is the basis of the arbitration.

(g) The decision of the arbitrator shall be final and binding. The Bound Parties expressly agree that an application to confirm, vacate, modify or correct an award rendered by the arbitrator shall be filed in any court of competent jurisdiction in the County in which the Lot is located.

(h) To the extent that any state or local law, ordinance, regulation or judicial rule is inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

(i) The participation by any party, or any party whom the Association or any Owner contends is responsible for a Dispute, in any judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder shall not be asserted or accepted as a reason to delay, to refuse to participate in arbitration, or to refuse to compel arbitration, including instances in which the judicial proceeding involves parties not subject to this arbitration agreement and/or who cannot otherwise be compelled to arbitrate.

(j) Fees and costs of the arbitration and/or the arbitrator shall be borne equally by the Bound Parties to the arbitration; provided, however, that the fees and costs of the

arbitration and/or the arbitrator ultimately shall be allocated and borne as determined by the arbitrator. Notwithstanding the foregoing, the Bound Parties shall each be solely responsible for their own attorney fees and expert witness costs.

- (k) The arbitrator appointed to serve shall be a neutral and impartial individual.
- (l) The venue of the arbitration shall be in the County where the Lot is located unless the parties agree in writing to another location.
- (m) If any provision of this arbitration agreement shall be determined to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.
- (n) The parties to the arbitration shall have the right to conduct a reasonable amount of discovery, including written discovery, depositions and inspections and testing, all as approved and coordinated by the arbitrator.
- (o) Any and all Disputes between Declarant and the Association arising from or related to the Community, this Declaration or any other agreements between Declarant and the Association shall be resolved in accordance with this Declaration.
- (p) Pre-Arbitration Dispute Resolution Provision: For all Disputes, the Bound Parties agree to follow the pre-arbitration procedures set forth below. The Dispute resolution provisions of this Declaration are intended to grant certain rights to Declarant and/or the Association which are in addition to those rights provided in Chapter 558, Florida Statutes ("Chapter 558 Notice of Claim"), as it exists at the time this Declaration is recorded. If a court of law should determine that any of the terms of this Declaration conflict with any of the terms of Chapter 558 Notice of Claim, the terms of Chapter 558 Notice of Claim shall supersede and control to the extent of such conflict.

i. Notification. The Association and all Owners agree to provide Declarant with written notice of any matters relating to a Dispute as soon as is reasonably possible after the Association or any Owner becomes aware, or should have become aware, of such matters and Dispute. Additionally, in accordance with the requirements of Chapter 558 Notice of Claim, the Association and all Owners must comply with and is hereby advised of the following:

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

ii. Cooperation; Access; Repair. The Association and each Owner agree to provide Declarant and its representatives, contractors and others as Declarant may request, with prompt, reasonable cooperation, which may, for example, include access to all portions of the Lot and Home, in order to facilitate Declarant's investigation regarding a Dispute including, without limitation, for purposes of inspecting, testing, repairing, replacing, correcting or otherwise addressing matters

related to the Dispute. If the Dispute arises out of or relates to the planning, surveying, design, engineering, grading, specifications, construction or other development of the Lot or Home, Declarant is hereby granted the irrevocable right, but is under no obligation, to inspect, repair and/or replace any and all affected parts of the Lot or Home.

NOTICE: THE BOUND PARTIES AGREE TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION AGREEMENT (ARTICLE XIV OF THIS DECLARATION) ENTITLED "DISPUTE RESOLUTION - ARBITRATION" DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, AND THE BOUND PARTIES ARE GIVING UP ANY RIGHTS THE BOUND PARTIES MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. THE BOUND PARTIES ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION AGREEMENT. IF ANY OWNER OR DECLARANT AND/OR THE ASSOCIATION REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THE OWNER OR DECLARANT AND/OR THE ASSOCIATION MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT. THE BOUND PARTIES' AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

THIS DECLARATION PROVIDES THAT ALL DISPUTES BETWEEN THE BOUND PARTIES WILL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH ABOVE. THIS MEANS THAT THE BOUND PARTIES EACH GIVE UP THE RIGHT TO GO TO COURT OR TO A JURY TO ASSERT OR DEFEND RIGHTS UNDER THIS DECLARATION. THE BOUND PARTIES RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT BY A JUDGE OR JURY. THE BOUND PARTIES ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN THE RULES FOLLOWED IN A COURT. ARBITRATOR DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

THE BOUND PARTIES UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ALL DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS ARTICLE ENTITLED "DISPUTE RESOLUTION - ARBITRATION" TO NEUTRAL, BINDING ARBITRATION.

#### **Article XV Mortgage Provisions**

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Lots. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

**15.1. Notices of Action.**

An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates) (an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation Loss or any casualty Loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Lot or the Owner or occupant which is not cured within sixty (60) days;

(c) Any lapse, cancellation or material modification of any Association insurance policy;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders; or

(e) If the U.S. Department of Housing and Urban Development is insuring or the U.S. Department of Veterans Affairs is guaranteeing the Mortgage on any Lot, material amendment to the Governing Documents or extraordinary action of the Association, as defined under VA Pamphlet 26-7.

**15.2. No Priority.**

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for Losses to or a taking of the Common Area.

**15.3. Notice to Association.**

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering the Owner's Lot.

**15.4. Failure of Mortgagee to Respond.**

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

**Article XVI Disclosures and Waivers.****16.1. Changes in Master Plan.**

Each Owner acknowledges that Las Calinas Estates is a master planned community, the development of which is likely to extend over many years, and agrees and consents to all changes in (a) uses or density of Lots or dwellings within Las Calinas Estates, or (b) changes in the Master Plan.

Each Owner further acknowledges and agrees that the Master Plan and the present plans and themes for Las Calinas Estates' development may change in Declarant's discretion and that no notice or consent is required for such changes except as may be required by law. No representations, warranties, or assurances are made by any Person, and none shall be relied upon by any Owner (a) that any Lots, or other property or facilities will be added, modified, or eliminated within Las Calinas Estates; or (b) as to the financial or other impact of such action on any Owner. Each Owner acknowledges and agrees that he or she is not entitled to rely upon and has not received or relied upon any representations, warranties, or guarantees whatsoever as to: (a) the design, construction, completion, development, use, benefits or value of Las Calinas Estates; or (b) the number, types, sizes, prices or designs of any residential or non-residential structures or improvements built or to be built in any part of Las Calinas Estates.

**16.2. No Liability For Third Party Acts.**

**Owners and occupants of Lots, and their respective guests and invitees, are responsible for their own personal safety and for their property in Las Calinas Estates. The Association may, but is not obligated to, maintain or support certain activities within the Community which promote or enhance safety or security within the Community. However, the Association, and Declarant shall not in any way be considered insurers or guarantors of safety or security within the Community, nor shall they be held liable for any Loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.**

**No representation or warranty is made that any systems or measures, including fire protection, burglar alarm, or other security monitoring systems, or any mechanism or system for limiting access to the Community, cannot be compromised or circumvented, nor that any such systems or measures undertaken will in all cases prevent Loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and shall be responsible for informing its tenants and all occupants of its Lot that the Association, the Board and Association committees and Declarant are not insurers or guarantors of security or safety and that each Person within Las Calinas Estates assumes all risks of personal injury and Loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.**



### 16.3. View Impairment.

Neither Declarant nor the Association guarantee or represent that any view over and across the Lots, any open space within the Community, wetlands or ponds, or any other body of water, will be preserved without impairment. Neither Declarant nor the Association shall be obligated to relocate, prune or thin trees or other landscaping except to maintain the Community-Wide Standard or as otherwise required under a separate covenant or agreement. The Association (with respect to the Common Area) has the right to add trees and other landscaping from time to time subject to applicable law. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

### 16.4. Water Management.

Each Owner acknowledges that Declarant and its Affiliates are not related to the local permitting authority for surface water permits. Each Owner further acknowledges and agrees that any ponds, lakes or wetlands within Las Calinas Estates are designed as water management areas and are not designed as aesthetic features. Due to fluctuations in ground water elevations within the immediate area, the water level of lakes will rise and fall and Declarant has no control over such elevations. Therefore, each Owner agrees to release and discharge Declarant and its Affiliates from and against any and all Losses, claims, demands, damages, costs and expenses of whatever nature or kind, including reasonable attorneys' fees and costs at all tribunal levels, related to or arising out of any claims relating to such fluctuations in the water elevations (including the absence of water). Owners shall not alter, modify, expand or fill any lakes or wetlands located within or in the vicinity of Las Calinas Estates without the prior written approval of the local permitting authority, Declarant, the St. Johns River Water Management District and such other local, state and federal authorities as may have relevant jurisdiction over such matters.

### 16.5. Liability for Association Operations.

The Association shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Declarant (including its successors and assigns) from and against any and all Losses, claims, demands, damages, costs and expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and costs at all tribunal levels and whether or not suit is instituted, including those incurred in establishing the right to be indemnified, defended and held harmless pursuant hereto) which relate to or arise out of Association management and operations, including, without limitation, improvement, maintenance and operation of amenities and other portions of the Common Maintenance Areas and the collection of assessments.

## PART SEVEN: CHANGES IN THE COMMUNITY

*Communities such as Las Calinas Estates are dynamic and constantly evolving as circumstances, technology, needs and desires and laws change, as the residents age and change over time, and as the surrounding community changes. Las Calinas Estates and its Governing*

*Documents must be able to adapt to these changes while protecting the things that make Las Calinas Estates unique.*

## **Article XVII Changes in Ownership of Lots**

Any Owner, other than Declarant or any Declarant Affiliate, desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least fourteen (14) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Lot Owner, including assessment obligations, until the date upon which the Board, notwithstanding the transfer of title, receives such notice.

## **Article XVIII Changes in Common Area**

### **18.1. Condemnation.**

Whenever any part of the Common Area is taken or conveyed under threat of condemnation by any authority having the power of eminent domain, the Board shall determine, in the exercise of its business judgment, whether each Owner is entitled to notice.

The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent practicable, unless, within sixty (60) days after such taking, Declarant, so long as Declarant owns any property described in **Exhibit "A"** of this Declaration, and Owners representing at least seventy-five percent (75%) of the total Class "A" votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans the Board approves. The provisions of Section 7.3 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any Common Area improvements, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

### **18.2. Partition.**

Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action for partition of any portion of the Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

### **18.3. Transfer or Dedication of Common Area.**

The Association may convey, dedicate or otherwise transfer portions of the Common Area to St. Johns County or to any other local, state or federal governmental or quasi-governmental entity.

## **Article XIX Amendment of Declaration**

### **19.1. By Declarant.**

In addition to specific amendment rights granted elsewhere in this Declaration, during the Class "B" Control Period, Declarant may unilaterally amend this Declaration for any purpose.

Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA, to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

### **19.2. By the Members.**

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing at least seventy-five percent (75%) of the Association's total Class "A" votes. In addition, so long as Declarant or any Declarant Affiliate, owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1, Declarant's written consent is required for any amendment.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

### **19.3. Validity and Effective Date.**

No amendment may remove, revoke or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege). No amendment may specifically remove, revoke or materially adversely affect the application of, or compliance with, the Development Order, the PUD or any governmental development permit, without the written consent of the entity or entities whose approval is required to amend or to issue such documents.

Any amendment to this Declaration which alter the surface water or Stormwater Management System, beyond maintenance in its original condition, including the water

management portions of the Common Area, must have the prior approval of the St. Johns River Water Management District.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon the earliest of (a) actual notice; (b) Recording; or (c) later effective date specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its Recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

**19.4. Exhibits.**

**Exhibit "A"** and **Exhibit "C"** attached to this Declaration are incorporated by this reference and this Article shall govern amendment of such exhibits. **Exhibit "B"** is incorporated by reference and may be amended as provided in Article III or pursuant to Sections 19.1 and 19.2. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

**DECLARANT:** TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation

By: [Signature]  
Name: JONATHAN WHITE  
Its: VICE PRESIDENT

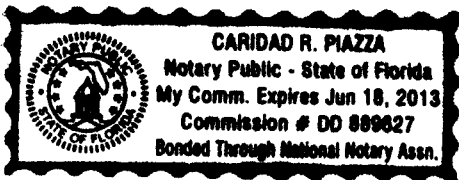
State of Florida )  
County of Orange ) ss

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of May, 2010, by JONATHAN WHITE, as VP LAND of Taylor Morrison of Florida, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[SEAL]

Caridad R. Piazza  
Signature of Notary Public  
6/18/2013  
My Commission Expires

5297/Las Calinas/CCR/DAH



**EXHIBIT "A"**

**Land Submitted**

## PARCEL 3A:

A portion of fractional Section 28, a portion of Section 29, and a portion of Section 32, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at a concrete monument common to said Sections 28, 29 and 32 and Section 33, said Township and Range, the same being the Northwest corner of Kensington Unit Two, as recorded in Map Book 53, Pages 89 through 107, inclusive, of the Public Records of said County; thence South  $00^{\circ}37'20''$  East, along the East line of said Section 32 and the West line of Section 33, the same being the West line of said plat of Kensington Unit Two, a distance of 3479.26 feet to the Northeast corner of Tract "A" as shown on the plat of Kensington Unit One, as recorded in Map Book 53, Pages 25 through 30, inclusive, of said Public Records; thence Westerly along the Northerly line of said Tract "A", being a curve concave Southerly and having a radius of 591.00 feet, an arc distance of 490.02 feet, said arc being subtended by a chord bearing and distance of South  $75^{\circ}49'35''$  West, 476.10 feet to the point of tangency of said curve; thence South  $52^{\circ}04'16''$  West, continuing along the Northwesterly line of said Tract "A", a distance of 403.40 feet to the most Westerly corner thereof and a point situate on the Northeasterly right of way line of U.S. Highway No. 1 (a 150 foot right of way); thence North  $37^{\circ}54'50''$  West, along said Northeasterly right of way line, a distance of 4789.89 feet to its intersection with a line dividing said Sections 29 and 32; thence North  $37^{\circ}53'18''$  West, continuing along said Northeasterly right of way line, 107.32 feet to the Southeasterly right of way line of Las Calinas Boulevard, as established by the plat of Las Calinas-Phase One, as recorded in Map Book 62, Pages 44 through 56, inclusive, of said Public Records; thence North  $01^{\circ}39'32''$  West, along said right of way line, 50.76 feet; thence North  $51^{\circ}26'40''$  East, continuing along said Southeasterly right of way line, said right of way at this point having a width of 80.00 feet, a distance of 503.75 feet to the point of curvature of a curve concave Northwesterly and having a radius of 1040.00 feet; thence Northeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, 388.95 feet, said arc being subtended by a chord bearing and distance of North  $40^{\circ}43'49''$  East, 386.69 feet to the point of reverse curvature of a curve concave Southeasterly and having a radius of 960.00 feet; thence Northeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, 535.79 feet, said arc being subtended by a chord bearing and distance of North  $46^{\circ}00'22''$  East, 528.87 feet to the point of tangency of said curve; thence North  $62^{\circ}00'27''$  East, continuing along said Southeasterly right of way line, a distance of 168.61 feet to the point of curvature of a curve concave Southerly and having a radius of 1660.00 feet; thence Easterly around and along the arc of said curve and along the Southerly right of way line of said Las Calinas Boulevard, 735.28 feet, said arc being subtended by a chord bearing and distance of North  $74^{\circ}41'06''$  East, 729.29 feet to the point of reverse curvature of a curve concave Northerly and having a radius of 790.00 feet; thence Easterly around and along the arc of said curve and continuing along said Southerly right of way line, 584.29 feet, said arc being subtended by a chord bearing and distance of North  $66^{\circ}11'08''$  East, 571.07 feet to the point of tangency of said curve; thence North  $45^{\circ}00'15''$  East, along the Southeasterly right of way line of said Las Calinas Boulevard, 11.52 feet to the point of curvature of a curve concave Southerly and having a radius of 460.00 feet; thence Easterly around and along the arc of said curve and along said Southerly right of way line of Las Calinas Boulevard, 361.36 feet, said arc being subtended by a chord bearing and distance of North  $67^{\circ}28'22''$  East, 352.14 feet to the point of tangency of said curve; thence South  $89^{\circ}59'35''$  East, continuing along said Southerly right of way line, 581.33 feet to the point of curvature of a curve concave Northwesterly and having a radius of

540.00 feet; thence Northeasterly around and along the arc of said curve and along the Southeasterly right of way line of said Las Calinas Boulevard, 558.41 feet, said arc being subtended by a chord bearing and distance of North 60°23'10" East, 533.86 feet to the point of tangency of said curve; thence North 30°45'40" East, continuing along said Southeasterly right of way line, 1555.61 feet to the most Westerly corner of Tract "F" as shown on the plat of Palencia North Phase 1, as recorded in Map Book 62, Pages 77 through 102, inclusive, of said Public Records; thence South 74°52'48" East, along the Southerly line of said Tract "F" and the Southerly line of Tract "G", said last mentioned plat, 460.41 feet; thence the following five (5) courses along the Westerly line of said Tract "G": Course No. 1: South 08°41'21" East, 920.33 feet; Course No. 2: South 46°43'18" East, 320.90 feet; Course No. 3: South 16°42'30" East, 1270.16 feet; Course No. 4: South 28°19'38" West, 240.74 feet; Course No. 5: South 19°40'15" East, 598.56 feet to a point situate on the South line of said Section 28; thence South 88°39'26" West, along said South line of Section 28, and along the North line of said plat of Kensington Unit Two, a distance of 2093.42 feet to the POINT OF BEGINNING.

Containing 413.83 acres, more or less.

EXCEPTING THEREFROM a portion of said Section 28, being more particularly described as follows: COMMENCING at said Northwest corner of Kensington Unit Two; thence North 88°39'26" East, along the Northerly line of said last mentioned plat and the Southerly line of said Section 28, a distance of 233.65 feet to the Northeast corner of Lot 45, said last mentioned plat, the same being the Northwesterly terminus of Battersea Drive, a 50 foot right of way as shown on said last mentioned plat; thence North 01°14'09" West, 10.00 feet; thence North 88°39'26" East, 227.10 feet; thence North 00°00'00" East, 138.06 feet; thence North 80°45'43" East, 165.49 feet to the POINT OF BEGINNING of said exception; thence North 33°58'54" West, 27.11 feet; thence North 11°00'00" West, 75.00 feet; thence North 30°00'00" West, 60.00 feet; thence North 30°00'00" East, 45.00 feet; thence South 79°00'00" East, 86.00 feet; thence North 65°00'00" East, 10.72 feet; thence North 08°00'00" East, 58.00 feet; thence North 20°00'00" West, 65.00 feet; thence North 90°00'00" East, 280.00 feet; thence South 84°00'00" East, 80.00 feet; thence North 52°00'00" East, 190.00 feet; thence South 61°00'00" East, 108.00 feet; thence South 39°00'00" East, 60.00 feet; thence South 20°00'00" East, 139.82 feet; thence South 00°00'00" East, 22.58 feet; thence South 15°14'03" West, 95.70 feet; thence South 40°00'00" West, 188.66 feet; thence North 50°00'00" West, 204.08 feet; thence South 90°00'00" West, 41.91 feet; thence South 57°00'00" West, 210.00 feet; thence North 86°00'00" West, 60.00 feet; thence North 75°00'00" West, 135.00 feet; thence North 33°58'54" West, 38.11 feet to the POINT OF BEGINNING.

Said exception and/or outparcel containing 5.55 acres.

The net acreage of said parcel contains 408.28 acres, more or less.

TOGETHER WITH a 10 foot Access Easement to said exception and/or outparcel, being more particularly described as follows: BEGINNING at said Northeast corner of said Lot 45 and the Northwest corner of said right of way of Battersea Drive, run North 01°14'09" West, along the Westerly terminus of said 10 foot Access Easement, a distance of 10.00 feet; thence North 88°39'26" East, along the Northerly line of said 10 foot Access Easement, 227.10 feet; thence



North 00°00'00" East, along the Westerly line of said 10 foot Access Easement, 138.06 feet; thence North 80°45'43" East, along the Northerly line of said 10 foot Access Easement, 165.49 feet to the Easterly terminus of said 10 foot Access Easement. It is the intent of said 10 foot Access Easement to be parallel to and 10 feet in width from the and lying Southerly, Easterly and Southerly of the preceding three (3) courses. It is also the intent of said easement to be bounded by a line bearing South 33°58'54" East, from the point of terminus of said easement, being bounded by the Westerly line of said exception and/or outparcel.

PARCEL 3D:

A portion of Sections 28 and 29, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at the Southeast corner of Tract "H" as shown on the plat of Las Calinas-Phase One, as recorded in Map Book 62, Pages 44 through 56, inclusive, of the Public Records of said County; thence North 19°59'33" West, along the Easterly line of said Tract "H", a distance of 34.85 feet; thence North 52°18'27" East, 286.38 feet; thence North 35°33'28" West, 166.53 feet; thence North 15°46'28" East, 281.57 feet; thence North 77°58'09" East, 313.63 feet; thence North 30°45'40" East, 182.24 feet; thence North 73°05'22" West, 663.14 feet; thence North 14°29'01" East, 326.30 feet; thence North 02°57'02" West, 497.11 feet; thence North 51°12'43" East, 401.01 feet; thence North 70°44'06" East, 551.17 feet; thence South 08°31'45" East, 651.79 feet; thence South 48°34'21" East, 126.37 feet to a point situate on the Northwesterly right of way line of Las Calinas Boulevard (an 80 foot right of way); thence South 30°45'40" West, along said right of way line, 1570.67 feet to the point of curvature of a curve concave Northwesterly and having a radius of 460.00 feet; thence Southwesterly around and along the arc of said curve and continuing along said Northwesterly right of way line, 313.92 feet, said arc being subtended by a chord bearing and distance of South 50°18'38" West, 307.87 feet to the POINT OF BEGINNING.

Containing 26.24 acres, more or less.

**EXHIBIT "B"****Initial Use Restrictions**

The purpose of Design Guidelines and Use Restrictions is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities which fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Article IV, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Lot under one set of circumstances, the same thing may be disapproved for another Lot under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it estop the Board from taking enforcement action in any appropriate circumstances.

Subject to the above, the following restrictions shall apply to all of Las Calinas Estates until such time as they are amended, modified, repealed, or limited pursuant to the Declaration.

(a) Animals and Pets. No animals of any kind, including livestock and poultry, shall be raised, bred or kept on any portion of the Community, except that a reasonable number of usual and common household pets, as determined in the Board's discretion, may be kept on a Lot.

Dogs and cats shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside a structure. Upon the Board's request, an Owner, at his or her expense, shall remove any pet which is permitted to roam free, or, in the Board's sole discretion, endangers health, makes objectionable noise, or constitutes a nuisance or inconvenience to other Owners or residents of any portion of the Community. If the Owner fails to honor such request, the Board may cause the pet to be removed at the Owner's expense. No pets shall be kept, bred or maintained for any commercial purpose.

(b) Wildlife. Capturing, killing or trapping wildlife is prohibited within the Community, except in circumstances imposing an imminent threat to the safety of Persons or pets, or as permitted under section (a) of this **Exhibit "B"**.

(c) Firearms; Fireworks. The use and discharge of firearms within the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The use and discharge of fireworks is prohibited except by license granted by the Association.

(d) Nuisances. No Owner shall engage in any activity which constitutes a nuisance (meaning offensive or detrimental activity, as determined by the Board), or which materially disturbs or destroys the vegetation, wildlife or air quality within the Community, or which results in unreasonable levels of sound or light pollution.

(e) Garages. Garage doors shall remain closed at all times except when entering, exiting or otherwise actively using the garage. A garage or carport may not be converted to

finished space for use as an apartment, an integral part of the Lot's living area, or for purposes other than parking vehicles and ancillary storage, without prior approval pursuant to Article IV.

(f) Fencing. Two types of perimeter fencing shall be permitted within the Community. For Lots that are not contiguous to water bodies such as lakes or ponds, Owners may erect fences no taller than six (6) feet in height. These fences must be constructed using vinyl shadow box with intermediate vinyl posts and caps in an off-white or beige color. Owners of Lots that are located contiguous to water bodies may erect fences no taller than four (4) feet in height within perimeter areas of the Lots within fifty (50) feet of such water bodies; otherwise, perimeter fencing in areas of the Lots located farther than fifty (50) feet from water bodies can be a maximum of six (6) feet in height. The four-foot fences must be constructed of flat top black aluminum. Fences erected contiguous to water bodies cannot be placed within the lake maintenance easement. No fence may be constructed of wire, chain link, natural wood, wood composite or cyclone style of fencing on any Lot. All fences must be approved in writing by the DRB prior to installation.

(g) Mailboxes. Mailboxes shall be built in accordance with the character of the subdivision and shall compliment the house and the neighborhood. The character and standard for mailboxes shall be set by Declarant or DRB within its published guidelines and standards. Any change to a mailbox shall require DRB approval.

(h) Window Treatments/Sliding Glass Door Treatments. No foil or other reflective materials shall be used on any windows for sun screens, blinds, shades or for any other purpose. All draperies, curtains, shades or other window coverings should have a neutral backing. Screen doors visible from the exterior of the home shall be approved by the DRB.

(i) Swimming Pools, Pool Screening/Enclosures and Pool Equipment. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the DRB; provided however, that Declarant need not obtain DRB approval. Pool construction shall be in accordance with applicable governing agency codes. In no event shall any above-ground swimming pool be permitted. All pool equipment stored on any Lot shall be screened from view from outside the Lot. Pool security fencing and screen enclosures shall be installed subject to applicable hurricane standards within the Florida Building Code or other applicable jurisdictional codes. Security fencing and screen enclosures are subject to approval by DRB.

(j) Exterior Painting. Any change to the exterior color, finish or texture of any improvement located on a Lot, including, without limitation, the dwelling, the roof on any dwelling or any fence, must be approved by DRB.

(k) Exterior Lighting. Excessive exterior lighting on any Lot is prohibited. The Board in its sole discretion shall determine whether any exterior lighting is excessive. Lighting requirements may differ between Lots in different locations.

(l) Exterior Air Conditioners. Individual air conditioning units mounted through windows or walls are prohibited. Plants or opaque fencing shall screen exterior air conditioning

units or heat pumps. The screening must encompass the entire height of the air conditioning unit or heat pump so as to obscure view from the street. The DRB shall approve location and screening of air conditioning units and heat pumps.

(m) Hurricane Shutters. The DRB must approve all hurricane shutters. Hurricane shutters may be put up or closed no more than 48 hours prior to the expected arrival of a named hurricane and must be removed or opened within 72 hours after the hurricane watch or warning has expired or as the Board may determine.

(n) Storage of Goods. Storage (except in approved structures or containers) of furniture, fixtures, appliances, machinery, equipment or other goods and chattels on the Common Area (except by the Association), or, if not in active use, any portion of a Lot which is visible from outside the Lot is prohibited.

(o) Prohibited Conditions. The following conditions, structures or activities are prohibited on any Lot:

(i) Dog runs and animal pens of any kind, unless properly screened and approved in advance in accordance with Article IV;

(ii) Shacks or other structures of a temporary nature on any Lot except as may be authorized by Declarant during the initial construction of improvements within the Community. Temporary structures used during the construction or repair of a dwelling or other improvements shall be removed immediately after the completion of construction or repair;

(iii) Permanent basketball goals, basketball standards or backboards which are or would be visible from any street or Common Area; provided, portable basketball goals may be used on a Lot without prior approval, but must be stored so as not to be visible from any street or Common Area overnight or otherwise when not in use;

(iv) Freestanding flagpoles; provided,. flags may be displayed using a bracket or other approved device mounted to a dwelling or other primary structure on a Lot so long as the size of the flag displayed does not exceed a standard size (as set forth in the Design Guidelines or determined in the Board's discretion and set forth in a Board rule). Notwithstanding the foregoing, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, consistent with Title 36, Chapter 10 of the United States Code.

(v) Outdoor athletic and recreational facilities such as playscapes, swing sets and sport courts unless properly screened and approved in advance in accordance with Article IV;

(vi) Outside clotheslines or other outside facilities for drying or airing clothes unless properly screened and approved in advance in accordance with Article IV;

(vii) Individual septic systems serving any Lot; and

(viii) Private wells, except as the Reviewer may permit for irrigation purposes only.

In any event, and notwithstanding the above list of prohibited conditions, any structure, improvement, or thing proposed for construction, erection, installation or placement on a Lot requires prior Reviewer approval in accordance with Article IV, unless specifically made exempt under the Design Guidelines.

(p) Quiet Enjoyment. Nothing shall be done or maintained on any part of a Lot which, in the Board's reasonable discretion, emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort or serenity of the occupants and invitees of other Lots.

No noxious, illegal or offensive activity shall be carried on upon any portion of the Community which, in the Board's reasonable determination, tends to cause embarrassment, discomfort, annoyance, or nuisance to others.

(q) Signs. No sign shall be erected within the Community, except those required by law, including posters, circulars and billboards; provided, the following types of signs may be erected on a Lot without the Board's written consent: (i) residential identification signs for identification of the occupant and its address, in a style designated by the Design Guidelines or approved by the Reviewer; and (ii) security signs in a style and location designated by the Design Guidelines or approved by the Reviewer. This restriction shall not apply to entry, directional and marketing signs installed by Declarant or any Declarant Affiliate, or a Builder, acting with Declarant's specific consent. The Association, with the Board's approval, shall have the right to erect signs on the Common Area. Signs advertising or identifying a Lot as being for sale or rent are prohibited.

(r) Holiday Decorations. Owners may display holiday decorations on their Lots if the decorations are of the kinds normally displayed in similar neighborhoods, are of reasonable size and scope, and do not disturb other Owners and residents by excessive light or sound emission or by causing an unreasonable amount of spectator traffic. Permitted decorations may be displayed for such periods as are normal and customary for comparable residential communities, as determined in the Board's discretion.

(s) Antennas and Satellite Dishes. No antenna, satellite dish or other device for the transmission or reception of television or radio (including amateur or ham radios) signals is permitted outside the dwelling on a Lot, except those devices whose installation and use is protected under federal law or regulations (generally, certain antennae under one meter in diameter). Notwithstanding such protection, an application for such an antenna or other device must be submitted to the Reviewer for approval and approval will be granted only if:

(i) First, the antenna or other device is designed for minimal visual intrusion (*i.e.*, is located in a manner that minimizes visibility from the street or an adjacent Lot and is consistent with the Community-Wide Standard); and

(ii) Second, the antenna or other device complies to the maximum extent feasible with the Design Guidelines within the confines of applicable federal regulations (*i.e.*, without precluding reception of a quality signal or unreasonably increasing the cost of the antenna or device).

The Reviewer shall consider any such application on an expedited basis.

Notwithstanding the above, Declarant and/or the Association may erect an antenna, satellite dish, or other apparatus for a master antenna, cable or other communication system for the benefit of all or a portion of Las Calinas Estates, should any master system or systems be used by the Association and require such exterior apparatus.

(t) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in securely covered, scavenger-proof containers of a type, size and style which are pre-approved by the Reviewer or specifically permitted under the Design Guidelines, or as required by the applicable governing jurisdiction. Such containers shall be screened from view outside of the Lot except when they are being made available for collection and then only for the shortest time reasonably necessary to effect such collection. Rubbish, trash, and garbage must be removed from the Lots and may not accumulate on any Lot. Outdoor incinerators may not be kept or maintained on any Lot. The Board may enact such other rules and regulations concerning litter and trash control as may be necessary or appropriate to comply with the Development Order.

(u) Unightly or Unkempt Conditions. All portions of a Lot outside enclosed structures shall be kept in a clean and tidy condition at all times. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot in a manner which is unsanitary, unsightly, offensive or detrimental to any other portion of the Community, as the Board may determine.

Woodpiles or other material shall be properly screened and stored in such a manner so as not to attract rodents, snakes and other animals and or create a fire hazard, as the Board determines. No activities shall be conducted upon or adjacent to any Lot or within any structure on a Lot which are or might be unsafe or hazardous to any Person or property. Open fires are prohibited within the Community, except in a contained outdoor fireplace or barbecue unit while attended and in use for cooking purposes.

(v) Vehicles and Parking. As used in this Section, the term "vehicles" includes, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans and recreational vehicles.

No vehicle may be left upon any portion of the Community except in a garage, driveway or other area the Board designates. No person shall park any pick-up truck with a camper top or other raised enclosure or commercial lettering or logos, or any recreational vehicle, mobile home, trailer, camper, stored vehicle, commercial vehicle (including all vehicles with commercial lettering or logos), or any unlicensed or inoperable vehicle within the Community other than in

an enclosed garage. "Sports utility vehicles" and "mini-vans" (as such vehicles are commonly referred to, as determined in the Board's discretion) and pick-up trucks without raised enclosures or commercial writing or logos shall be treated as automobiles and may be parked in driveways outside of enclosed garages. Boats or other watercraft may be kept or stored on a Lot only so long as they are screened from view from outside of the Lot. This Section shall not apply to emergency vehicle repairs or to construction, service, and delivery vehicles for periods necessary to perform the services or make a delivery.

Notwithstanding the above, for purposes of cleaning, loading, unloading and short-term parking, recreational vehicles may be parked outside of an enclosed garage for up to one hour within each calendar month.

(w) Solar Equipment. No solar heating equipment or device is permitted outside the dwelling or other structures on the Lot except such devices whose installation and use is protected by federal or Florida law. Notwithstanding such protection, an application for such equipment or device must be submitted for approval under Article IV prior to installation and approval will be granted only if:

(i) First, such equipment or device is designed for minimal visual intrusion when installed (*i.e.*, is located in a manner which minimizes visibility from the street or an adjacent Lot and is consistent with the Community-Wide Standard); and

(ii) Second, the equipment or device complies, to the maximum extent feasible, with the Design Guidelines within the confines of the applicable governmental regulations.

(x) Invasive or Exotic Species. No Person shall use on the Lots or the Common Areas such plant species as are listed in or referenced by the Development Order as prohibited within Las Calinas Estates. Notwithstanding the foregoing, the Design Guidelines may set forth additional prohibitions on the use of plant species. The use in landscaping of any plant species shall be subject to approval in accordance with Article IV and the Design Guidelines. In addition, the import into Las Calinas Estates of any plant species used in landscaping, other than those transplanted from within the Community, shall be subject to approval in accordance with Article IV and the Design Guidelines.

(y) Use of Golf Carts. No Person may use or otherwise operate a golf cart on the streets, sidewalks, pathways, trails or other Common Areas within Las Calinas Estates; provided, such prohibition shall not apply to Declarant or its designees or assigns (which may include, without limitation, the Association).

(z) Use of Skateboards and Off-Road Vehicles. The use of skateboards and motorized scooters is prohibited in all Common Areas in the Community. The use or operation of off-road motorcycles, all-terrain vehicles, mini-bikes or other similar recreational off-road vehicles (as the Board may specifically identify, in its discretion) is prohibited within Las Calinas Estates.

**EXHIBIT "C"**

**By-Laws of Las Calinas Estates Homeowners Association, Inc.**



**BY-LAWS  
OF  
LAS CALINAS ESTATES HOMEOWNERS ASSOCIATION, INC.**

**A Corporation Not-for-Profit  
Under the Laws of the State of Florida**

**1  
DEFINITIONS**

All terms in these By-Laws shall have the meanings as set forth in the Declaration of Covenants, Conditions and Restrictions (the **"Declaration"**) for LAS CALINAS ESTATES HOMEOWNERS ASSOCIATION, INC. (the **"Association"**).

**2  
BOOKS AND PAPERS**

2.1 The books, records and papers of the Association shall, at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

**3  
MEMBERSHIP**

3.1 Membership of the Association is as set forth in Article 6 of the Articles of Incorporation of the Association.

3.2 The rights of membership are subject to the payment of annual and special Assessments levied by the Association, the obligation of which Assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such Assessments are made as provided in the Declaration.

**4  
BOARD OF DIRECTORS**

4.1 After Turnover or Transition (as defined in Section 720.307, Florida Statutes,) the Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by a majority of votes cast either by Members present in person or by written ballots cast prior to or at the annual meeting. The election shall be valid notwithstanding whether there was a quorum at the meeting.

4.2 Any director (other than a director designated by the Declarant) may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership cast at a meeting at which a quorum is present.

4.3 After Turnover, the first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

4.4 Subject to the provisions of Section 4.6 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

4.5 Subject to the provisions of Section 4.6 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

4.6 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed, electronically transmitted or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding this general notice requirement, notice of any meeting in which Assessments against Lots are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such Assessments and shall be provided to each Owner not less than fourteen (14) days prior to the meeting.

4.7 Directors (including Affiliates of the Declarant) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Declarant resigns, said seat shall be filled by a replacement designated by the Declarant rather than by the remaining directors.

4.8 Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

4.9 The Directors of the Association have a fiduciary duty to the Owners of Lots governed by the Association.

4.10 Members have the right to attend all meetings of the Board and to speak on any matter placed on the agenda by petition of the voting interests for at least three (3) minutes. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney, with respect to meetings of the Board held for the purpose of discussing personnel matters.

4.11 If twenty percent (20%) of the total voting interests petition the Board to address an item of business, the Board shall, at its next regular Board meeting, or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members fourteen (14) days notice of the meeting at which the petitioned item shall be addressed. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

## **5 RECALL OF DIRECTORS**

5.1 Subject to the provisions of Section 720.307, Florida Statutes, regarding transition of Association control, any member of the Board or Directors may be recalled and removed from office with or without cause by a majority of the total voting interests in accordance with the provisions of Section 720.303 (10), Florida Statutes.

## **6 OFFICERS**

6.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

6.2 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He or she shall have the general powers and duties of supervision and management of the Association which usually pertain to his or her office and shall perform all such duties as are properly required of him or her by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him or her by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of

all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He or she shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He or she shall enter on the books of the Association, to be kept by him or her for that purpose, full and accurate accounts of all monies received by him or her and paid by him or her on account of the Association. He or she shall sign such instruments as require his or her signature and shall perform all such duties as usually pertain to his or her office or as are properly required of him or her by the Board of Directors.

6.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

6.4 The officers of the Association have a fiduciary duty to the Owners of Lots governed by the Association.

## 7

### MEETINGS OF MEMBERS

7.1 The regular annual meeting of the Members shall be held in the month of November in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

7.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote ten percent (10%) of all the votes of the entire membership, or who have a right to vote ten percent (10%) of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

7.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to the Owner at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least fourteen (14) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided. Notice may also be provided by electronic transmission; however, a Member must consent in writing to receiving notice by electronic transmission.

7.4 The presence in person or by proxy at the meeting of Members entitled to cast at least 30% of the votes of the membership shall constitute a quorum for any action governed by these By-Laws. Unless a greater percentage is expressly required, decisions of the Members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

7.5 Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

7.6 Any Owner may tape record or videotape meetings of the Members, subject, however, to the rules established from time to time by the Board regarding such tapings.

7.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors), Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

## **8 AMENDMENTS**

8.1 These By-Laws may be amended, at a regular or special meeting of the Board, by a vote of two-thirds (2/3) of the votes of the Directors, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law, and provided further, that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Declarant shall have the absolute right to amend these By-Laws and the Articles of Incorporation prior to the Transition of control to the Members as provided in Section 720.307, Florida Statutes.

8.2 In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## **9 OFFICIAL RECORDS**

9.1 From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

- (a) A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property that the Association is obligated to maintain, repair or replace;
- (b) A photocopy of the By-Laws of the Association and all amendments thereto;

- (c) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (d) A photocopy of the Declaration and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years;
- (g) A current roster of all Owners, their mailing addresses and Lot identifications. The Association shall also maintain the electronic mailing addresses and numbers designated by Members for receiving notices sent by electronic transmission of those members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmissions of notices;
- (h) All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility;
- (j) Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than one (1) year;
- (k) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association; and
- (l) Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting records shall include, but not be limited to:
  - (i) Accurate, itemized, and detailed records for all receipts and expenditures;
  - (ii) A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due;

- (iii) All tax returns, financial statements and financial records of the Association; and
- (iv) Any other records that identify, measure, record or communicate financial information.

9.2 Notwithstanding the provisions of this paragraph, the following records shall not be accessible to Members or Lot Owners:

- (a) Any record protected by the attorney-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege, including, but not limited to, any record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
- (b) Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a parcel.
- (c) Disciplinary, health, insurance and personnel records of the Association's employees.
- (d) Medical records of Lot Owners or community residents.

9.3 The Association or its agent is not required to provide a prospective purchaser or lienholder with information about the residential subdivision or the association other than information or documents required by Chapter 720 to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser or lienholder or the current parcel owner or member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the association in connection with the response.

## 10

### **BOOKS AND PAPERS; FISCAL YEAR; MINUTES; BUDGETS; FINANCIAL REPORTS**

10.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs

of copying, but may not impose a requirement that a Lot Owner demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Lot Owner's right to inspect records to less than one (1) eight-hour (8) business day per month. The Association may charge up to fifty (50) cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed twenty-five (25) pages in length, the Association may have copies made by an outside vendor and may charge the actual cost of copying. If the Association has a photocopy machine available where the records are maintained, it must provide Lot Owners with copies on request during the inspection if the entire request is limited to no more than twenty-five (25) pages. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, By-Laws and any rules to ensure their availability to Members and prospective Members and may charge only its actual costs for reproducing and furnishing these documents.

10.2 The fiscal year of the Association shall be the twelve-month (12) period commencing January 1st and terminating December 31st of each year.

10.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

10.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 10.1 above.

10.5 Financial reports shall be prepared and delivered consistent with the requirements of Section 720.303 (6) and (7), Florida Statutes, as amended from time to time.

## 11 CONTRACTS

All contracts as further described in this section or any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under this chapter or the governing documents and all contracts for the provision of services shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment or services. Nothing contained in this section shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect,



community Association manager, engineering and landscape architect services are not subject to the provisions of this section.

**12**  
**DISCLOSURE**

Owners shall comply with the disclosure requirements set forth in Part II of Chapter 720, Florida Statutes.